



GOVERNMENT OF PUERTO RICO
Department of Housing

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AGREEMENT FOR
PROGRAM MANAGEMENT SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
AECOM TECHNICAL SERVICES, INC.**



THIS AGREEMENT FOR Program Management Services, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 16 of July, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **AECOM TECHNICAL SERVICES, INC.** (hereinafter, the "CONTRACTOR"), with offices in 954 Ponce de Leon Avenue, Suite 300 San Juan, Puerto Rico 00907, herein represented by Vahid Ownjazayeri, in his capacity as Executive Vice President, of legal age, married and resident of Boston, Massachusetts duly authorized by Resolution by the CONTRACTOR.

WHEREAS, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

WHEREAS, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid.

WHEREAS, on February 9, 2018, a Notice was published in the Federal Register, Vol. 83, No. 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

WHEREAS, pursuant to a letter dated February 23, 2018 sent by the Governor of Puerto Rico, Ricardo Rosselló Nevares, to the Honorable Benjamin Carson, Secretary of HUD, the PRDOH is the governmental agency designated by the Governor of Puerto Rico as grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

WHEREAS, on August 14, 2018, an additional allocation of \$8.22 billion for recovery was allocated to Puerto Rico under Federal Register, Vol. 83, No. 157 (83 FR 40314). With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding. On September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

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WHEREAS, the PRDOH is interested in contracting a Program Management Services firm to assist PRDOH with the oversight and management of CDBG-DR funds allocated to Puerto Rico as a result of Hurricane María. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

WHEREAS, on October 10, 2018 the PRDOH issued a Request for Proposals CDBG-DR-RFP-2018-04 for "Program Management Services" with CDBG-DR funds. This request was placed through public notice. Afterwards, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, PRDOH was able to reach four (4) qualified firms listed for their capacity and experience with federal grants to deliver qualified services.

WHEREAS, on November 14, 2019, the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, pursuant to written notice from PRDOH to the CONTRACTOR dated May 31, 2019 (the "RFP Award Notice"), the Evaluation Committee recommended AECOM Technical Services, Inc. to perform the required services at a reasonable proposed cost (Attachment A) to assist PRDOH in the Puerto Rico's recovery efforts according to the award criteria established in the RFP.

WHEREAS, the PRDOH desires to enter into an agreement with AECOM Technical Services, Inc. to secure its services and accepts the CONTRACTOR'S Proposal and costs, in accordance with the RFP Award Notice, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services to the PRDOH for the CDBG-DR Program Management in accordance with its Proposal, the RFP, and contemplated under this Agreement in Attachment A, B and C).

WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, Act No. 97 of June 10, 1972, as amended, particularly under Article 4 (3 L.P.R.A. § 441C), the federal laws and regulations creating and allocating funds to the CDBG-DR program and the Action Plan, to issue and award the RFP, enter and perform under this Agreement.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

I. TYPE OF CONTRACT

Contract Type: This is a monthly lump sum for the General Program and Administration task and per unit cost for the other tasks as set forth in this agreement. Under this Agreement, CONTRACTOR shall submit monthly invoices to the PRDOH based on the Compensation Schedule (**Attachment D**) and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

Attachments Incorporated: The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

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- Attachment A** Bid Board, Program Management Services, CDBG-DR-RFP-2018-04, Resolution of Award. Dated May 28, 2019
- Attachment B** Program Management Services, Under CDBG-DR, a Proposal for the Puerto Rico Department of Housing. Dated November 14, 2018
- Attachment C** Scope of Work
- Attachment D** Compensation Schedule
- Attachment E** Insurance Requirements (DV-OSPA-78-5)
- Attachment F** HUD General Provisions

All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written Agreement. Should any inconsistency appear between the Attachments and this Agreement, the Agreement shall prevail.

II. TERM OF AGREEMENT

- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of thirty six (36) months, ending in July 15, 2022.
- B. **Agreement Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of twenty four (24) months, or expressed in days, seven hundred and thirty (730) days upon mutual written agreement of the parties.
- C. The term of this Agreement shall not exceed a period of five (5) years, including options for renewal or extension.

III. SCOPE OF SERVICES

- A. The CONTRACTOR will provide the services and deliverables ("Deliverables") described in the scope of work included in **Attachment B** and **Attachment C** of the Agreement (jointly, the "Services"), in each case and as applicable. The parties agree that the CONTRACTOR shall furnish all permits, consents, licenses, equipment, software and supplies necessary to perform the Services, at CONTRACTOR'S sole cost.
- B. The CONTRACTOR shall perform the Services in accordance with the applicable requirements and assumptions set forth in the Scope of Work and its proposal. The Parties may, from time to time, agree to amend the Scope of Work by mutual, written agreement of the Parties; provided that CONTRACTOR will not be obligated to perform work beyond the scope identified in any such Scope of Work, except as amended in accordance with this Agreement.
- C. If there are any changes to the scope, schedule or other matters (including without limitation relevant project policies, procedures, processes or related matters) affecting the Services (including those resulting from Force Majeure), the parties shall work in good faith to finalize an appropriate modification to this Agreement and/or the applicable statement of work, which shall be executed by the Parties.

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- D. PRDOH may instruct CONTRACTOR in writing as to the manner in which it desires CONTRACTOR to perform or implement the Services, including, but not limited to, where necessary to ensure compliance with laws applicable to PRDOH (a "Compliance Directive"). CONTRACTOR shall use reasonable efforts to comply with such instructions, and shall be authorized to act and rely on, and shall implement, each Compliance Directive in the performance and delivery of the Services or Deliverables as agreed by the parties, including without limitation in accordance with change control procedures.

IV. COMPENSATION AND PAYMENT

- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment D** of this Agreement.
- B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **TWENTY TWO MILLION THREE HUNDRED AND EIGHTY FOUR THOUSAND NINE HUNDRED AND FORTY THREE DOLLARS (\$22,384,943.00)** ; Account Number: R01H07RRR-DOH-LM 4190-10-000
- C. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment B** and **Attachment C**.
- D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- F. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- G. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- H. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

"Under penalty of absolute nullity, I certify that no public servant of the government entity is a party to or has an interest in the profits or benefits that are the product of the contract subject of this invoice,

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and to be a party to or have an interest in the profits or benefits of resulting from the contract, under this invoice a prior dispensation has been issued. The sole consideration to furnish the contracted goods or services subject of the contract is the payment agreed upon with the authorized representative of the parties. The amount that appears in the invoice is fair and correct. The work has been performed, the products have been delivered and the services rendered, and no payment has been received for them."

V. REIMBURSABLE EXPENSES

The PRDOH will not reimburse any costs incurred by the CONTRACTOR not included in the approved Proposal or in an executed written amendment unless written approval is otherwise provided by PRDOH.

VI. ADDITIONAL SERVICES

Should additional services be needed by the PRDOH, such additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services.

VII. OWNERSHIP AND USE OF DOCUMENTS

- A. With the exception of the CONTRACTOR'S working papers and pre-existing intellectual property, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers and other materials specifically, explicitly and in writing commissioned by PRDOH and developed and prepared by the CONTRACTOR, its agents or representatives pursuant to the scope of work associated with this Agreement for purposes of performing key obligations hereunder. In the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.
- B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to five (5) years after termination.

VIII. DOCUMENTATION AND RECORKEEPING

- A. **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity

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requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R. Part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.

- B. Access to Records:** The CONTRACTOR shall permit the PRDOH and its auditors to have access to the CONTRACTOR'S records and financial statements directly related to CONTRACTOR's performance under this contract as necessary for the PRDOH to meet its audit requirements under the Federal grant.
- C. Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. Contractor's Data and Privileged Information:** The CONTRACTOR is required to maintain data demonstrating client eligibility for activities provided under this agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

IX. NON-DISCLOSURE AND CONFIDENTIALITY

- A. Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations. The term Confidential Information shall not include information which (i) is previously known to or in the possession of the recipient, its affiliates, and their respective directors, officers, employees, agents, consultants, advisors and/or representatives (such persons, the "Representatives"), (ii) is available to the public prior to the time of disclosure hereunder other than as a result of breach of this Agreement, (iii) subsequent to the time of disclosure hereunder, becomes available to the public other than as a result of a breach of this Agreement by CONTRACTOR, (iv) subsequent to the time of disclosure hereunder becomes available to the recipient or its Representatives by a third party who, to the knowledge of the recipient, is under no obligation to keep the information confidential, (v) is independently developed by the recipient or its Representatives without reference to the Confidential Information or (vi) is approved for disclosure or release by a PRDOH or other Government official.

Notwithstanding the above, the recipient may divulge Confidential Information to its Representatives to fulfill the purposes of this Agreement or provide advice or guidance to the recipient, provided that such persons shall have been advised of the confidential nature of such materials and information and the recipient shall require them to treat as confidential such information and to return all materials to CONTRACTOR.

A party will not be considered to have breached its obligations under this Article IX for disclosing Confidential Information of the other party to the extent required to satisfy any legal requirement of a competent governmental or regulatory authority,

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provided that promptly upon receiving any request from or on behalf of such authority and to the extent that it may legally do so, such party receiving such request: (a) timely advises the other party prior to making such disclosure in order that the other party may object to such disclosure, take legal action to ensure confidential treatment of the Confidential Information, or (subject to applicable law) take such other action as it considers appropriate to protect the Confidential Information; and (b) takes reasonable action to limit disclosure of Confidential Information to that which is required to satisfy such legal requirement.

- B. Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures, but in no event no less than those taken by the Contractor to protect its own confidential information, to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, other CONTRACTOR, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.
- C. Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR'S or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers. Notwithstanding the foregoing; if the Contractor reasonably and in good faith determines that the return or destruction of any Confidential Information is not feasible because it is stored on the Contractor's electronic/backup storage devices in the normal course of business, the Contractor shall extend the confidentiality protections of this Agreement to such information until such time as the information is destroyed in accordance with the Contractor's data retention policies
- D. Equitable Relief:** The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity or otherwise.

X. TERMINATION

- A. Termination for Cause or Default:** The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR'S failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a ten (10) day opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately

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discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

- B. Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of the Agreement, should the CONTRACTOR breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.
- D. Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR five (5) days' written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.
- F. Immediate Termination:** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any

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governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.

- G. Period of Transition:** Upon termination of this Agreement, and for ninety (90) consecutive calendar days thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. The parties agree to execute a Transition Services Agreement for the Transition Period and CONTRACTOR will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRDOH during the Transition Period.

In the event that the funds are suspended, withdrawn, canceled, or are otherwise unavailable, this Agreement will be immediately terminated.

XI. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment C** and this Section. Refer to Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), and all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g).
2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - ii. Disallow all or part of the cost of the activity or action not in compliance.
 - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.
 - iv. Withhold further Federal awards for the project or program.
 - v. Take other remedies that may be legally available.

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B. Liquidated Damages: The Contractor shall be subject to the liquidated damages below:

- a. **Damage Assessments:** Consultant shall pay to PRDOH, as liquidated damages, \$300 for each calendar day that a Damage Assessment deliverable required is late until deemed in compliance subject to a maximum of \$1,500 established in the Contract between PEDOH and the Consultant. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH'S right to indemnification, or the Consultant's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Agreement or by LAW. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of calculating such liquidated damages, a grace period of ten (10) days shall be observed, and the contract schedule shall be extended by any additional time or delays outside the control of the Consultant caused by an act of commission or omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies which may come due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the Consultant shall be liable to pay the difference.

- b. **Single-Family Repair, Reconstruction, or Relocation Milestone Inspections and Home Energy Resilience Inspections:** Consultant shall pay to PRDOH, as liquidated damages, \$75 for each calendar day that a Single-Family Repair, Reconstruction, or Relocation Milestone Inspection or a Home Energy Resilience Inspection deliverable required is late until deemed in compliance subject to a maximum of \$600 established in the Contract between PRDOH and the Consultant. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Consultant's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Agreement or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of calculating such liquidated damages, a grace period of ten (10) days shall be observed, and the contract schedule shall be extended by any additional time or delays outside the control of the Consultant caused by an act of commission or omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the Consultant shall be liable to pay the difference.

XII. LIABILITY

In no event, the PRDOH shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the PRDOH, the CONTRACTOR and any citizen.

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The CONTRACTOR shall carry the insurances as are required by law (if applicable), as set forth below. The CONTRACTOR shall furnish PRDOH certificates of insurance.

XIII. INSURANCE

A. Required Coverage

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the PRDOH's requirements as set forth required in OSPA-78-5, attached hereto and made an integral part hereof as **Attachment E**.

Upon the execution of this Agreement, the CONTRACTOR shall furnish PRDOH with original and two (2) certified copies of the insurance policies described in **Attachment E** and any other evidence PRDOH may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONTRACTOR and PRDOH.

The PRDOH shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

B. Endorsements

Each insurance policy maintained by the CONTRACTOR must be endorsed as follows:

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are included as additional insured (except Worker's Compensation and Professional Liability) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least ninety (90) days in advance of any cancellation or material change in any such policies.

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

C. Related Requirements

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The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRACTOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Procurement Department prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed Five Thousand Dollars (\$5,000.00) for every day of non-compliance.

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for ninety (90) days written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

The CONTRACTOR shall require all subcontractors or consultants to carry the insurance required herein or the CONTRACTOR, may provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The CONTRACTOR expressly understands and agrees that whenever the CONTRACTOR is covered as an Additional Insured by other primary, excess, or excess contingent insurance that, any insurance or self-insurance program maintained by PRDOH shall apply in excess of and will not contribute with insurance provided by the CONTRACTOR under this Agreement.

XIV. HOLD HARMLESS

The CONTRACTOR and its affiliates, its successors and assignees will indemnify the PRDOH from any damages and/or losses arising out of any breach of this Agreement by the CONTRACTOR or against personal injuries or property damage resulting from any act of negligence or omission by the CONTRACTOR and its affiliates in connection with this Agreement.

XV. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, including inclement weather, herein collectively referred to as *Force Majeure* during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance (other than payment obligations under this Agreement) during the conditions created by such event.

The affected party shall promptly notify, the other party of the occurrence of the *Force Majeure* event and describe in reasonable detail, the nature of the *Force Majeure* event.

V.O. [Signature]

XVI. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

The CONTRACTOR shall have exclusive control over its employees and subcontractors (and the CONTRACTOR'S employees and subcontractors are herein, collectively, referred to as the "CONTRACTOR Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONTRACTOR has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its CONTRACTOR Personnel. The CONTRACTOR is solely responsible for all salaries and other compensation of its CONTRACTOR Personnel who provide Services.

The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless PRDOH, and its agents, officers, directors, employees, representatives, CONTRACTOR'S, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONTRACTOR'S employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONTRACTOR Personnel of, and/or hiring by, CONTRACTOR in connection with the Services.

XVII. NOTICES

All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the address as follows:

To: PRDOH

Hon. Fernando Gil-Enseñat
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

To: CONTRACTOR

Vahid Ownjazayeri
Executive Vice President
954 Ponce De León Avenue
Suite 300
San Juan Puerto Rico 00907

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Either party may change these designations at any time within its discretion and may notify the other of such changes in designation(s) in writing.

XVIII. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action of a third party against either the PRDOH or the CONTRACTOR.

XIX. SUBCONTRACTS

- A. General:** CONTRACTOR shall ensure all subcontracts follow 2 C.F.R. 200 as well as any applicable HUD rules and regulations. All subcontracts shall contain the applicable provisions described in Appendix II to Part 200 on "Agreement Provisions for non-Federal Entity Agreements Under Federal Awards", as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.
- B. Specific Requirements:** All subcontracts shall contain provisions specifying:
- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
 - ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
 - iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
 - iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
 - v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
 - vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.
- C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.
- D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

XX. SECTION 3 CLAUSE

- A.** The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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- B. The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

Given that the Agreement involves funds for which HUD is the oversight agency, the CONTRACTOR agrees to carry out its obligations under this Agreement in compliance with all the requirements described in **Attachment F** (HUD General Provisions) and the following provisions:

- A. **Compliance with Executive Order 24:** Pursuant to Executive Order 24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.
- B. **Compliance with Executive Order 52:** Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONTRACTOR certifies and warrants that it has

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made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.

- C. Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- D. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.
- E. Income Tax Withholding:** The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.
- F. Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, note:** It is established that all contracts, except those granted to non-profit entities, for professional services, consultancy, advertising, training or guidance, granted by an agency, dependency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office of Ombudsman and the Judicial Branch, a special contribution will be imposed equivalent to one point five (1.5%) percent of the total amount of said contract, which will be destined to the General Fund.
- G. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.:** The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".
- H. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child

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Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

- I. **Compliance with Act No. 168-2000, as amended, 3 L.P.R.A. § 711, et seq.:** The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."

- J. **Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.:** The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011". In connection with the possibility of a conflict of interest, this Act stipulates that no employee or executive of the CONTRACTOR, nor any member of his/her immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Agreement, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government.

- K. **Other payments or compensation:** The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his profession and assumes responsibility for his actions.

- L. **Consequences of Non-Compliance:** The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all moneys received under this Agreement.

XXII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. §1352

The CONTRACTOR certifies, to the best of his or her knowledge, that:

- A. 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 an 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 contract, 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.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C. The CONTRACTOR 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 agreements) and that all sub recipients 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 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 et seq., apply to this certification and disclosure, if any.

XXIII. EQUAL OPPORTUNITY

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this

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Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

XXIV. CLEAN AIR ACT

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXV. WATER POLLUTION CONTROL ACT

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.
- B. The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXVI. SUSPENSION AND DEBARMENT

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at

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2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

- B. The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1. CONTRACTOR

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

XXVII. ACCESS TO RECORDS

- A. The CONTRACTOR agrees to provide the Government of Puerto Rico, PRDOH, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

XXVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable federal, state or local rules, regulations, or policies relating to CDBG-DR and CDBG program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and

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the environment; and Action Plan amendments and HUD's guidance on the funds. Also, CONTRACTOR shall comply, without limitation, those set forth in **Attachment F**.

XXIX. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

XXX. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

XXXI. BANKRUPTCY

In the event that CONTRACTOR files for bankruptcy protection, the Government of Puerto Rico and PRDOH may deem this Agreement null and void, and terminate this Agreement without notice.

XXXII. ENTIRE AGREEMENT

This Agreement and all its attachments represent the entire and integrated agreement between PRDOH and the CONTRACTOR and supersede all prior negotiations, representations, agreements and/or understandings of any kind. This Agreement may be amended only by written document signed by both PRDOH and the CONTRACTOR.

XXXIII. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives.

XXXIV. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of PRDOH and the CONTRACTOR, their successors and assigns.

The CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of PRDOH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

XXXV. ASSIGNMENT OF RIGHTS

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, CONTRACTOR, corporation, or other entity without the prior, express, and written consent of the other party.

XXXVI. NON-WAIVER

The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

XXXVII. GOVERNING LAW JURISDICTION

This Agreement shall be governed by, interpreted and enforced in accordance with, the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

XXXVIII. SEVERABILITY

If any provision of this Agreement shall operate or would prospectively operate to invalidate the Agreement in whole or in part, then such provision only shall be deemed severed and the remainder of the Agreement shall remain operative and in full effect.

XXXIX. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument.

XL. ETHICS CLAUSE

According to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, no employee or officer of PRDOH as well as any member of their families can have any interest in the earnings or benefits from this Agreement CONTRACTOR also acknowledges receipt of the Ethics Code for Producers, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as "*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico*".

XLI. CONFLICTS OF INTEREST

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a PRDOH contract and CONTRACTOR'S organizational, financial, contractual or other interest are such that:

- a) Award of the Agreement may result in an unfair competitive advantage; or
- b) The CONTRACTOR'S objectivity in performing the contract work may be impaired.

The CONTRACTOR agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next 72 hours) and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. The CONTRACTOR will disclose the details of any existing or future contract to provide services to third parties participating or for the purpose to participate in disaster recovery programs or projects in Puerto Rico. The PRDOH may, however, terminate the Agreement for the convenience of PRDOH if it would be in its best interest.

In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer,

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the PRDOH may terminate the Agreement for default.

The provisions of this clause shall be included in all subcontracts and/or consulting agreements wherein the work to be performed is similar to the services provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provision to eliminate or neutralize conflicts of interest.

XLII. NON-CONVICTION

The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:

- A. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
- B. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
- C. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
- D. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor after the date of this Agreement. Said notice shall be made within ten (10) days from the time of the conviction.

XLIII. DRUG FREE WORKPLACE

The CONTRACTOR should establish procedures and policies to promote a Drug-Free workplace. Further, the CONTRACTOR should notify all employees of its policy for maintaining a Drug-Free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the CONTRACTOR shall notify the PRDOH if any of its employees is convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

XLIV. HEADINGS

The titles to the paragraphs of this Agreement are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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XLV. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. secs. 97-98

The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended. The CONTRACTOR will be responsible for ensuring that this Agreement has been registered before the rendering of services by requesting a copy of the registered Agreement with its proper number and date of registry. No services under this Agreement will continue to be delivered after its effective date unless at the expiration date, an amendment signed by both parties and duly registered exists. No services performed in violation of this provision will be paid. The party violating this clause will be doing so without any legal authority, this action will be deemed as *ultra vires*.

XLVI. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

- A. Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretario de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.
- B. Termination Clause:** The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.

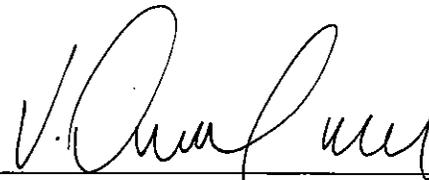
IN WITNESS THEREOF, the parties hereto execute this Agreement in the place and on the date first above written.

DEPARTMENT OF HOUSING



Fernando A. Gil-Enseñat, Esq.
Secretary

AECOM TECHNICAL SERVICES, INC.



Vahid Ownjazayeri
Authorized Representative

DUNS Number: 003184462

V.O. 1956



GOVERNMENT OF PUERTO RICO
Department of Housing

Notice of Award
REQUEST FOR PROPOSALS – CDBG-DR-RFP-2018-03
PROGRAM MANAGEMENT SERVICES

May 31, 2019

Tel. (617) 371-4425
 By email: vahid.ownjazayeri@aecom.com

Mr. Vahid Ownjazayeri
 AECOM Technical Services, Inc.
 954 Ponce de León Avenue
 Miramar Center Plaza, Suite 300
 San Juan, PR 00907

Re: Request for Proposals No. CDBG-DR-RFP-2018-04
Program Management Services
Community Development Block Grant for Disaster Recovery

Dear Mr. Ownjazayeri,

On October 10, 2018, the Puerto Rico Department of Housing (PRDOH) issued Request for Proposals No. CDBG-DR-RFP-2018-04 for Program Management Services (the RFP) under the Community Development Block Grant for Disaster Recovery (CDBG-DR). The RFP sought to select firms that will aid in the PRDOH's objectives of strategic preparation and development of housing programs.

In response to the RFP, AECOM Technical Services, Inc. submitted a Proposal to the PRDOH on November 14, 2018. The Bid Board, with quorum duly constituted, pursuant to Article II, Section 1 (e) of the of the Regulation No. 9075 of February 26, 2019, Procurement Manual and Contractual Requirements for CDBG-DR (Regulation 9075), upon evaluation of the recommendation issued by the CDBG-DR Procurement Office regarding the RFP, including the Evaluation Committee Report dated April 29, 2018, decided to issue an award under the RFP to (i) Innovative Emergency Management, Inc. for the total amount of \$22,280,143.65 and a 3-year term; (ii) ICF Incorporated, LLC for the total amount of \$25,054,079.92 and a 3-year term; (iii) Alliance for the Recovery of Puerto Rico for the total amount of \$22,693,267.78 and a 3-year term; and (iv) AECOM Technical Services, Inc. for the total amount of \$22,384,953.00 and a 3-year term. All these Proposers are responsive and responsible Proposers whose Proposals were advantageous to the PRDOH in terms of price and other evaluation factors included in the RFP (**Exhibit I**). The Operations Start-Up section of the Scope of Work stated: "As the PRDOH may select more than one Program Manager, the specific municipalities or regions where each Program Manager

may perform work will be determined at the sole discretion of the PRDOH." The initial region assigned to AECOM Technical Services, Inc. is hereby included as **Exhibit II** and includes the following municipalities:

- Aguas Buenas
- Aibonito
- Arroyo
- Caguas
- Cayey
- Cidra
- Coamo
- Guayama
- Juana Diaz
- Maunabo
- Patillas
- Peñuelas
- Ponce
- Salinas
- San Lorenzo
- Santa Isabel
- Villalba

Regions were determined by the PRDOH using a combination of hurricane damage data from FEMA and Low to Moderate Income Households data. Regions were developed in such a way that an equal quantity of applications to the Home Repair, Reconstruction, or Relocation Program can be expected at each.

A summary of the results of the evaluation of each Proposal with its original pricing, as evaluated by the Evaluation Committee, is shown in the table below.

Table 1: Original Proposals Evaluation Summary

Proposer	Mandatory Requirements	Technical Points	Proposal Cost	Price Per Point
Innovative Emergency Management, Inc.	Pass	70.77	\$98,738,532.00	\$1,395,203.22
ICF Incorporated, LLC	Pass	99.50	\$58,383,009.68	\$586,763.92
Alliance for the Recovery of Puerto Rico	Pass	77.83	\$228,713,156.15	\$2,938,624.65
AECOM Technical Services, Inc.	Pass	76.83	\$25,508,678.00	\$332,014.55

All Proposers were considered "Qualified" for the services and thus, were scored using the Price Per Point methodology as required by Section 8.4 of the RFP. This, to determine the Proposers whose Proposals were the most advantageous to the PRDOH.

The Procurement Office, based on the recommendations of the Evaluation Committee, opened negotiations with Proposers. After completing negotiations, Proposals scoring is as shown the table below.

Table 2: Proposals Scoring After Negotiations were Concluded

Proposer	Mandatory Requirements	Technical Points	Proposal Cost	Price Per Point
Innovative Emergency Management, Inc.	Pass	70.77	\$60,137,018.85	\$849,752.99
ICF Incorporated, LLC	Pass	99.50	\$49,928,202.00	\$501,790.97
Alliance for the Recovery of Puerto Rico	Pass	77.83	\$54,325,588.38	\$698,003.19
AECOM Technical Services, Inc.	Pass	76.83	\$40,523,400.00	\$527,442.41

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Pursuant to the terms of the RFP, Proposers with the lowest Price Per Point shall be awarded the services. The PRDOH could also award one (1) to four (4) Proposers in the best interest of the overall programs' implementation and the people of Puerto Rico.

After thoroughly evaluating the Proposals and the Best and Final Offers received from the Proposers the PRDOH Procurement Office determined that all revised Cost Proposals were ones of reasonable cost for the services. Given the above, all four (4) Proposers are being awarded the services under the RFP. Initial awards are being issued in the quantities of 1,500¹ Home Repair, Reconstruction, or Relocation Program applications, 500 Housing Quality Standard Inspection tasks, 1,200² Appraisal of Home Market Value tasks, and 360³ monthly payments for Intake Centers to each awarded Proposer⁴. These initial awards result in the following contracts:

- An award to Innovative Emergency Management, Inc. for a total amount of \$22,280,143.65 and a 3-year term for Program Management Services under CDBG-DR distributed as shown in the following table.

Table 3: Summary of Award to Innovative Emergency Management, Inc.

TASK		AWARDED COST			
PROGRAM MANAGEMENT AND ADMINISTRATION					
Maximum Monthly Cost		\$174,746.63			
Total for 3-Years of Service (36 Months)		\$6,290,878.85			
R3 APPLICATIONS					
Range of Applications	Qty. [A]	Units [B]	Cost Per App. (Insp. by PM) [C]	Cost Per App. (Insp. by Mun.) [D]	Total Cost [E=A/2x(C+D)]
Applications 1 to 1,000	1,000	Apps.	\$9,696.00	\$8,548.00	\$9,122,000.00

¹ Note 3 of the Cost Form included with the BAFOs reads: "(3) Based on the number of Proposers finally awarded through this RFP, contracts might be signed for quantities of applications, and therefore per-unit tasks, lower than those stated in this Cost Form. Regardless of the quantity of applications included in the contract, the unit prices will not be altered in the contract's compensation schedule."

² Note 9 of the Cost Form included with the BAFO reads: "(9) The Appraisal of Home Market Value will be required for most, but not necessarily all, applications of the Home Repair, Reconstruction, or Relocation Program. Program Manager does not require approval from PRDOH to perform the Appraisal of Home Market Value task for any application. Nonetheless, the PRDOH will not pay for an Appraisal of Home Market that was not considered necessary. Guidelines on when the Appraisal of Home Market Value task may be omitted for an application will be established in the Program's Standard Operating Procedures. The PRDOH estimates at 4,800 the overall quantity of Appraisals of Home Market Value to be performed for the entire Home Repair, Reconstruction, or Relocation Program. For details regarding what the task entails refer to the Scope of Work."

³ Note 10 of the Cost Form included with the BAFO reads: "(10) Intake Centers, in order to be set-up by the Proposer, must first be approved by the PRDOH through a Request for Approval (RFA) where the details and need for the centers shall be specified on a case by case basis. The PRDOH estimates that Intake Centers might be required for the first two (2) years of services. Overall, the PRDOH estimates to put in place around 40 Intake Centers around the island for the Home Repair, Reconstruction, or Relocation Program. For details regarding what the task entails refer to the Scope of Work."

⁴ Note 11 of the Cost Form included with the BAFO reads: "(11) Quantities stated in notes 9 and 10 above are for the entirety of the Program. Therefore, the amount of the allowance and the potential quantity that the Proposer might be able to perform for these tasks will be dependent on the final number of Proposers that might be awarded through the RFP."

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TASK			AWARDED COST		
Applications 1,001 to 3,000	500	Apps.	\$9,502.08	\$8,377.04	\$4,469,780.00
Applications > 3,000	0	Apps.	\$9,405.12	\$8,291.56	\$0.00
Total for R3 Applications	1,500	Apps.			\$13,591,780.00
R3 HQS INSPECTIONS					
Task	Qty. [A]	Units [B]	Unit Cost [C]		Total Cost [D=AxC]
R3 HQS Inspection	500	Each	\$600.00		\$300,000.00
Total for R3 HQS Inspections					\$300,000.00
ADDITIONAL SERVICES					
Task	Qty. [A]	Units [B]	Unit Cost [C]		Total Cost [D=AxC]
Appraisal of Market Value	1,200	Each	\$575.00		\$690,000.00
Intake Centers	360	Months	\$3,909.68		\$1,407,484.80
Total for Additional Services					\$2,097,484.80
Total Contract Amount					\$22,280,143.65

- An award to ICF Incorporated, LLC for a total amount of \$25,054,079.92 and a 3-year term for Program Management Services under CDBG-DR distributed as shown in the following table.

Table 4: Summary of Award to ICF Incorporated, LLC

TASK			AWARDED COST		
PROGRAM MANAGEMENT AND ADMINISTRATION					
Maximum Monthly Cost					\$316,510.47
Total for 3-Years of Service (36 Months)					\$11,394,376.92
R3 APPLICATIONS					
Range of Applications	Qty. [A]	Units [B]	Cost Per App. (Insp. by PM) [C]	Cost Per App. (Insp. by Mun.) [D]	Total Cost [E=A/2x(C+D)]
Applications 1 to 1,000	1,000	Apps.	\$10,663.81	\$8,013.13	\$9,338,470.00
Applications 1,001 to 3,000	500	Apps.	\$7,067.16	\$5,043.20	\$3,027,590.00
Applications > 3,000	0	Apps.	\$6,483.24	\$4,701.84	\$0.00
Total for R3 Applications	1,500	Apps.			\$12,366,060.00
R3 HQS INSPECTIONS					
Task	Qty. [A]	Units [B]	Unit Cost [C]		Total Cost [D=AxC]
R3 HQS Inspection	500	Each	\$614.75		\$307,375.00
Total for R3 HQS Inspections					\$307,375.00
ADDITIONAL SERVICES					
Task	Qty. [A]	Units [B]	Unit Cost [C]		Total Cost [D=AxC]
Appraisal of Market Value	1,200	Each	\$481.93		\$578,316.00

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TASK			AWARDED COST	
Intake Centers	360	Months	\$1,133.20	\$407,952.00
Total for Additional Services				\$986,268.00
Total Contract Amount				\$25,054,079.92

- An award to Alliance for the Recovery of Puerto Rico for a total amount of \$22,693,267.78 and a 3-year term for Program Management Services under CDBG-DR distributed as shown in the following table.

Table 5: Summary of Award to Alliance for the Recovery of Puerto Rico

TASK						AWARDED COST
PROGRAM MANAGEMENT AND ADMINISTRATION						
Maximum Monthly Cost						\$245,790.71
Total for 3-Years of Service (36 Months)						\$8,848,465.38
R3 APPLICATIONS						
Range of Applications	Qty. [A]	Units [B]	Cost Per App. (Insp. by PM) [C]	Cost Per App. (Insp. by Mun.) [D]	Total Cost [E=A/2x(C+D)]	
Applications 1 to 1,000	1,000	Apps.	\$10,100.00	\$7,220.00	\$8,660,000.00	
Applications 1,001 to 3,000	500	Apps.	\$9,197.50	\$6,617.50	\$3,953,750.00	
Applications > 3,000	0	Apps.	\$8,210.00	\$5,790.00	\$0.00	
Total for R3 Applications						\$12,613,750.00
R3 HQS INSPECTIONS						
Task	Qty. [A]	Units [B]	Unit Cost [C]		Total Cost [D=AxC]	
R3 HQS Inspection	500	Each	\$600.54		\$300,270.00	
Total for R3 HQS Inspections						\$300,270.00
ADDITIONAL SERVICES						
Task	Qty. [A]	Units [B]	Unit Cost [C]		Total Cost [D=AxC]	
Appraisal of Market Value	1,200	Each	\$424.85		\$509,820.00	
Intake Centers	360	Months	\$1,169.34		\$420,962.40	
Total for Additional Services						\$930,782.40
Total Contract Amount						\$22,693,267.78

- An award to AECOM Technical Services, Inc. for a total amount of \$22,384,943.00 and a 3-year term for Program Management Services under CDBG-DR distributed as shown in the following table.

Table 6: Summary of Award to AECOM Technical Services, Inc.

TASK		AWARDED COST
PROGRAM MANAGEMENT AND ADMINISTRATION		
Maximum Monthly Cost		\$370,743.00

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TASK					AWARDED COST
Total for 3-Years of Service (36 Months)					\$13,346,748.00
R3 APPLICATIONS					
Range of Applications	Qty. [A]	Units [B]	Cost Per App. (Insp. by PM) [C]	Cost Per App. (Insp. by Mun.) [D]	Total Cost [E=A/2x(C+D)]
Applications 1 to 1,000	1,000	Apps.	\$5,413.52	\$4,190.24	\$4,801,880.00
Applications 1,001 to 3,000	500	Apps.	\$5,142.85	\$3,980.77	\$2,280,895.00
Applications > 3,000	0	Apps.	\$4,885.68	\$3,781.72	\$0.00
Total for R3 Applications	1,500	Apps.			\$7,082,785.00
R3 HQS INSPECTIONS					
Task	Qty. [A]	Units [B]		Unit Cost [C]	Total Cost [D=AxC]
R3 HQS Inspection	500	Each		\$500.18	\$250,090.00
Total for R3 HQS Inspections					\$250,090.00
ADDITIONAL SERVICES					
Task	Qty. [A]	Units [B]		Unit Cost [C]	Total Cost [D=AxC]
Appraisal of Market Value	1,200	Each		\$525.00	\$630,000.00
Intake Centers	360	Months		\$2,987.00	\$1,075,320.00
Total for Additional Services					\$1,705,320.00
Total Contract Amount					\$22,384,943.00

The list of Proposers, which is attached hereto and made an integral part hereof as **Exhibit III**, details the names, addresses, and contact information of all Proposers that submitted a Proposal in response to the RFP.

Any person, party, or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the CDBG-DR Manual, may file a petition for reconsideration with the PRDOH Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Notice of Award was duly notified in accordance with Section 3.19 of Act 38-2017, as amended, Uniform Administrative Procedure Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsideration, said person, party, or entity shall submit a copy of the Request to all the parties in the procedure and to the PRDOH. The Review Board shall consider the motion for reconsideration within thirty (30) calendar days from the date of filing thereof, which term the Review Board may extend once for just cause for an additional period of fifteen (15) calendar days.

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If the Review Board issues a decision on the motion for reconsideration, the term to file a request for judicial review before the Court of Appeals will begin as of the date of deposit of a copy of the corresponding notice with the U.S. Postal Service. If the Review Board does not issue a decision on the motion for reconsideration within the term allowed by law, the motion will be deemed denied as of right, and the term to file a request for

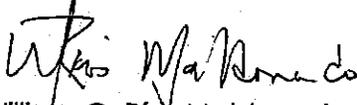
judicial review will begin to run as of the date thereof, as provided in Section 3.19 of Act 38-2017.

An original and two copies of the motion for reconsideration shall be filed to the Secretary of the Review Board, and a copy thereof shall be filed with the Bid Board.

Any Respondent that considers itself adversely affected by this Notice or the determination of the Review Board on a request for reconsideration, may file a request for judicial review before the Court of Appeals within twenty (20) calendar days from the date of deposit of the corresponding notice with the U.S. Postal Service, or within twenty (20) days from the date of expiration of the term, hence deemed denied as of right, set forth in Section 4.2 of Act 38-2017.

This Award Notice does not represent a contract or constitute a contractual relationship between the PRDOH and your firm.

Sincerely,


William G. Ríos-Maldonado, Esq.
CDBG-DR Procurement Director

Attachments

cc.
Mrs. Luz M. Acevedo-Pellot, PE, Chairman
Ms. Niurka E. Rivera-Rivera, Member
Mr. Omar Figueroa-Vázquez, Esq.
Mr. José Torres-Echevarría, Member
Adalgisa Polanco, Secretary

I hereby certify that this Notice of Award was delivered to all Proposers listed in **Exhibit III**.

Receipt Number: _____

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BID BOARD

**Request for Proposals
Program Management Services
CDBG-DR-RFP-2018-04**

RESOLUTION OF AWARD

Date: May 28, 2019

Time: 3:12pm

The Bid Board of the Puerto Rico Department of Housing (the "Board") with quorum duly constituted, pursuant Article II, Section 1 (e) of the Regulation No. 9075 of February 26, 2019, Procurement Manual and Contractual Requirements for CDBG-DR (Regulation 9075), upon evaluation of the recommendation issued by the CDBG-DR Procurement Office regarding the process for the Program Management Services under the Request for Proposals No. CDBG-DR-RFP-2018-04 (RFP-2018-04), including the Evaluation Committee Report dated April 29, 2019, has decided to award the RFP-2018-04 to the following Proposers: **(i) Innovative Emergency Management, Inc. for the total amount of \$22,280,143.65 and a 3-year term; (ii) ICF Incorporated, LLC for the total amount of \$25,054,079.92 and a 3-year term; (iii) Alliance for the Recovery of Puerto Rico SRL for the total amount of \$22,693,267.78 and a 3 year term; and (iv) AECOM Technical Services, Inc. for the total amount of \$22,384,943.00 and a 3 year term.** All Proposers demonstrated through their Proposals that they understand the PRDOH objectives for the services after the evaluation of the work approach requirements set forth in the RFP-2018-04.

This RFP process was conducted after the Bid Board evaluation of the Statements of Qualifications (SOQ) and selection of the abovementioned qualified firms pursuant the requirements under the Request for Qualifications for Program Management Services No. CDBG-DR-RFP-2018-01 on September 26, 2018.

On October 10, 2018, the PRDOH issued the Request for Proposals No. CDBG-DR-RFP-2018-04 for Program Management Services (the RFP). On November 14, 2018, the PRDOH Procurement Office received a total of four Proposals. An Evaluation Committee was appointed by the PRDOH to review, score, and make recommendations to the Bid Board. *JGE*

The Evaluation Committee performed an evaluation of the Proposals based on the criteria stated in the RFP. The following criteria were considered as part of the evaluation:

- Mandatory Requirements (Pass/Fail) (Section 6.1 of the RFP)
 - Work Approach (100 points) (Section 6.3 of the RFP)
 - Cost Requirements (Section 7 of the RFP)
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Initial evaluation considered the Mandatory Requirements of the Proposals stated in Section 6.1 of the RFP. Those Proposers whose Proposals met the Mandatory Requirements were evaluated by the Evaluation Committee for Work Approach and Cost Requirements.



The Proposers were scored using a Price Per Point methodology as required by Section 8.4 of the RFP to determine the Proposers whose Proposals are most advantageous to the PRDOH. The Evaluation Committee evaluated the Cost Proposals submitted by Proposers and combined the technical and economic aspects of the Proposals to determine the Proposers whose Proposals, conforming to the RFP, are most advantageous to the PRDOH. A summary of the results of the evaluation of each Proposal is shown in **Table 1** below.

Table 1: Summary of Proposals Evaluation

Proposer	Mandatory Requirements	Technical Points	Proposal Cost	Price Per Point
Innovative Emergency Management, Inc.	Pass	70.77	\$98,738,532.00	\$1,395,203.22
ICF Incorporated, LLC	Pass	99.50	\$58,383,009.68	\$586,763.92
Alliance for the Recovery of Puerto Rico	Pass	77.83	\$228,713,156.15	\$2,938,624.65
AECOM Technical Services, Inc.	Pass	76.83	\$25,508,678.00	\$332,014.55

According to Regulation No. 9075 of February 26, 2019, the Procurement Manual and Contractual Requirements for CDBG-DR, prior to publishing the RFP, on September 5, 2018, the PRDOH prepared an Independent Cost Estimate (ICE) using market prices and past experience with this type of services in the amount of \$134,700,480. Due to differences between the Unit Pricing of the ICE and the prices received from Proposers, as well as additions and modifications to tasks of the RFP during the Document Availability Period, on April 11, 2019 the ICE was revised to help evaluate offers. Pursuant to the revised ICE, the services were estimated in the amount of \$104,159,480 and a revised Certification of Funds in this amount was issued by the Finance Department on May 20, 2019. The revised ICE is shown in **Table 2**.

Table 2: Revised Independent Cost Estimate Dated April 11, 2019

Task Description	Qty.	Units	Unit Price	Estimated Cost
Program Management and Administration (4 PMs)	36	Month	\$1,291,680.00	\$46,500,480.00
R3 Complete Applications	6,000	EA	\$800.00	\$4,800,000.00
R3 Damage Assessments	6,000	EA	\$1,500.00	\$9,000,000.00
R3 Award Coordination	6,000	EA	\$2,000.00	\$12,000,000.00
R3 Inspections & Payments requests (by PM)	12,000	EA	\$875.00	\$10,500,000.00
R3 Inspections & Payments requests (by Municipalities)	12,000	EA	\$300.00	\$3,600,000.00
R3 Application Closeout	6,000	EA	\$700.00	\$4,200,000.00
HER Complete Application	6,000	EA	\$250.00	\$1,500,000.00
HER Award Coordination	6,000	EA	\$300.00	\$1,800,000.00
HER Inspections and Payment Requests	6,000	EA	\$700.00	\$4,200,000.00
HER Application Closeout	6,000	EA	\$200.00	\$1,200,000.00
Appraisal of Home Market Value	4,800	EA	\$625.00	\$3,000,000.00
Intake Centers (Max. 40)	1,440	Months	\$1,100.00	\$1,584,000.00
R3 HQS Inspections	500	EA	\$550.00	\$275,000.00
Total Estimated Cost				\$104,159,480.00

Table 3 was developed to help the Evaluation Committee to compare the overall Cost Proposals submitted with the revised ICE. **Table 3** also considers the Program



Management and Administration task for a single Program Manager with a unit price of \$322,920.00. The RFP only requested unit pricing from Proposers for the Appraisal of Home Market Value and Intake Center tasks. The PRDOH would establish the amount for the allowances upon the RFP's award. Therefore, these tasks are not a part of the Proposers' overall Proposal Cost.

Table 3: Amounts for Comparison with Cost Proposals

Task Description	Qty.	Units	Unit Price	Estimated Cost
Program Management and Administration (1 PM)	36	Month	\$322,920.00	\$11,625,120.00
R3 Complete Applications	6,000	EA	\$800.00	\$4,800,000.00
R3 Damage Assessments	6,000	EA	\$1,500.00	\$9,000,000.00
R3 Award Coordination	6,000	EA	\$2,000.00	\$12,000,000.00
R3 Inspections & Payments (by PM)	12,000	EA	\$875.00	\$10,500,000.00
R3 Inspections & Payments (by Municipalities)	12,000	EA	\$300.00	\$3,600,000.00
R3 Application Closeout	6,000	EA	\$700.00	\$4,200,000.00
HER Complete Application	6,000	EA	\$250.00	\$1,500,000.00
HER Award Coordination	6,000	EA	\$300.00	\$1,800,000.00
HER Inspections and Payment Requests	6,000	EA	\$700.00	\$4,200,000.00
HER Application Closeout	6,000	EA	\$200.00	\$1,200,000.00
Appraisal of Home Market Value (No Qty. in Cost Proposals)	0	EA	\$625.00	\$0.00
Intake Centers (No Qty. in Cost Proposal)	0	Months	\$1,100.00	\$0.00
R3 HQS Inspections	500	EA	\$550.00	\$275,000.00
Total Estimated Cost				\$64,700,120.00

A recommendation of the area of some changes were made in the Scope of Work of the Program Management Services. Accordingly, requested the following changes to the Scope of Work of the Program Management Services: (i) remove all tasks under the RFP related to the HER Program as this program suffered changes in the substantial amendment to the Action Plan and is beyond the Scope of Work for the Program Management Services. The Substantial Amendment to the Action Plan was approved by the U.S. Department of Housing and Urban Development (HUD) on February 28, 2019.

The Procurement Office sent letters to all Proposers to revise their Cost Proposals. The revised Cost Proposals would be considered the Proposers' Best and Final Offers (BAFO). The Procurement Office received the BAFOs from all Proposers, as well as detailed cost breakdowns of the costs assumed in their unit pricing.

Since the Public Relations Coordinator and the Community Coordinator positions were removed from the Scope of Work, the Program Management and Administration task was modified to a monthly cost of \$275,310.00 for a single Program Manager. Also, all the Home Energy Resilience Program tasks were removed from the Scope of Work. **Table 4** was developed to compare the overall Cost revised Proposals submitted with the ICE.



Table 4: Amounts for Comparison with Revised Cost Proposals

Task Description	Qty.	Units	Unit Price	Estimated Cost
Program Management and Administration (1 PM)	36	Month	\$275,310.00	\$9,911,160.00
R3 Complete Applications	6,000	EA	\$800.00	\$4,800,000.00
R3 Damage Assessments	6,000	EA	\$1,500.00	\$9,000,000.00
R3 Award Coordination	6,000	EA	\$2,000.00	\$12,000,000.00
R3 Inspections & Payments (by PM)	12,000	EA	\$875.00	\$10,500,000.00
R3 Inspections & Payments (by Municipalities)	12,000	EA	\$300.00	\$3,600,000.00
R3 Application Closeout	6,000	EA	\$700.00	\$4,200,000.00
HER Complete Application	0	EA	\$250.00	\$0.00
HER Award Coordination	0	EA	\$300.00	\$0.00
HER Inspections and Payment Requests	0	EA	\$700.00	\$0.00
HER Application Closeout	0	EA	\$200.00	\$0.00
Appraisal of Home Market Value (No Qty. in Cost Proposals)	0	EA	\$625.00	\$0.00
Intake Centers (No Qty. in Cost Proposal)	0	Months	\$1,100.00	\$0.00
R3 HQS Inspections	500	EA	\$550.00	\$275,000.00
Total Estimated Cost				\$54,286,160.00

After reviewing, the revised Cost Proposals received and their cost breakdowns the Procurement Office came to the conclusions shown in **Table 5** regarding cost reasonableness.

Table 5: Summary of Cost Reasonableness of BAFOs Received on May 17, 2019

Task	IEM	ICF	Alliance	AECOM
Program Management and Adm. (base of \$275,310/month)	R	R	R	R
R3 Cost per App. (Inspections by PM) (base of \$8,500)	H	R	H	L
R3 Cost per App. (Inspections by Mun.) (base of \$6,200)	H	R	H	L
Appraisal of Home Market Value (base of \$625)	R	R	L	L
Intake Centers (base of \$1,100)	H	R	R	H
Appraisal of Home Market Value (base of \$625)	R	R	R	L

Legend: L = Low | R = Reasonable | H = High

The Procurement Office sent a letter to all Proposers inviting them to individual meetings to be held at the PRDOH Headquarters for the understanding of PM Services proposals of each proposers as per requested.

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Following the meetings, the Procurement Office requested a second BAFO from all Proposers.

At the date and time established for the submission of the BAFOs, the Procurement Office received responses from all Proposers. **Table 6** shows a comparison of the overall Cost Proposals submitted by the Proposers with the amounts of **Table 4**

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Table 6: Comparison of Revised Overall Proposal Cost with ICE

Proposer	ICE	Cost Proposal	% Dif. w/ ICE
IEM		\$60,137,018.85	+10.8%
ICF	\$54,286,160.00	\$49,928,202.00	-8.0%
Alliance		\$54,325,588.38	+0.1%
AECOM		\$40,523,400.00	-25.4%

With the final Cost Proposals received, the scoring of the Proposals according to the RFP requirements is shown in **Table 7**.

Table 7: Proposal Scoring After BAFOs

Proposer	Technical Points	Revised Cost Proposal	Price Per Point	Reasonable Cost
IEM	70.77	\$60,137,018.85	\$849,752.99	Yes
ICF	99.50	\$49,928,202.00	\$501,790.97	Yes
Alliance	77.83	\$54,325,588.38	\$698,003.19	Yes
AECOM	76.83	\$40,523,400.00	\$527,442.41	Yes

Given everything discussed, the Evaluation Committee's recommendation, the BAFOs received, and pursuant to the terms of the RFP, the Procurement Office recommend that awards be issued to all Proposers of the RFP. The Procurement Office also recommend that such awards be for a quantity of 1,500 applications of the Home Repair, Reconstruction, or Relocation Program. This splits the estimated workload evenly amongst the awarded Proposers in accordance with the terms of the RFP. The Procurement Office also recommend that the awards include a quantity of 1,200. Appraisal of Home Market Value tasks and 360 monthly payments for Intake Centers to each Proposer as the allowance for these services.

Table 8. Procurement Office BAFO analysis regardless of pm recommendation for applications and contract period

TASK	PROPOSERS			
	IEM	ICF	ALLIANCE	AECOM
Program Management and Adm. (36 months)	\$ 6,290,878.85	\$11,394,376.92	\$ 8,848,465.38	\$ 13,346,748.00
R3 Cost per Applications(1st 1,000 and 2nd 500)	\$ 13,591,780.00	\$12,366,060.00	\$ 12,613,750.00	\$ 7,082,785.00
R3 HQS Inspections (500 each)	\$ 300,000.00	\$ 307,375.00	\$ 300,270.00	\$ 250,090.00
Intake Centers(360 monthly payments) & Appraisal of Home Market Value(1,200)	\$ 2,097,484.80	\$ 986,268.00	\$ 930,782.40	\$ 1,705,320.00
TOTAL	\$ 22,280,143.65	\$25,054,072.92	\$ 22,693,267.78	\$22,384,943.00

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All Proposers are responsive and responsible after consideration of the RFP requirements and their Proposals. All Proposers demonstrated through their Proposals that they understand the PRDOH objectives for the services after the evaluation of the work approach requirements in the RFP. The Procurement Office searched the System for Award Management (SAM) and confirmed Proposers'm



eligibility. The Limited Denial of Participation (LDP), HUD Funding Disqualifications and Voluntary Abstention List as of May 23, 2019 was also searched to confirm that Proposers are not under a HUD imposed LDP.

The awards hereby issued add up to a total of \$92,412,434.35. This amount is lower than the total funds certified for the services under the Home Repair, Reconstruction, or Relocation Program on May 20, 2019 of \$95,459,480.00 (\$90,686,506 under activity no. R01H07RRR-DOH-LMI and \$4,772,974 under activity no. R01H07RRR-DOH-UN).

The Bid Board Resolution shall be notified to all persons or legal entities who submitted Proposals in response to the RFP-2018-04. The Award Notice shall indicate that any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the Regulation 9075, may file a petition for reconsideration with the Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, Uniform Administrative Procedures Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsideration, said person, party or entity shall submit a copy of the Request to all the parties in the procedure and to the Puerto Rico Department of Housing (PRDOH). Alternatively, a petition for review may be filed before the Court of Appeals of Puerto Rico.

The mere presentation of a Request for Reconsideration will not have the effect of halting the contested award. The Bid Review Board may or may not consider the Request for Reconsideration. The terms in relation to this action or lack of action, as well as its Judicial review, if any, shall be those established in Act 38-2017, *supra*.

Signed by:

Ms. Luz M. Acevedo Pellot, P.E.
 Chairman

Ms. Niurka E. Rivera Rivera

Mr. Joel Ayala Martínez

- Abstenido -

Mr. José Torres Echevarría

Mr. Omar Figueroa Vázquez, Esq.

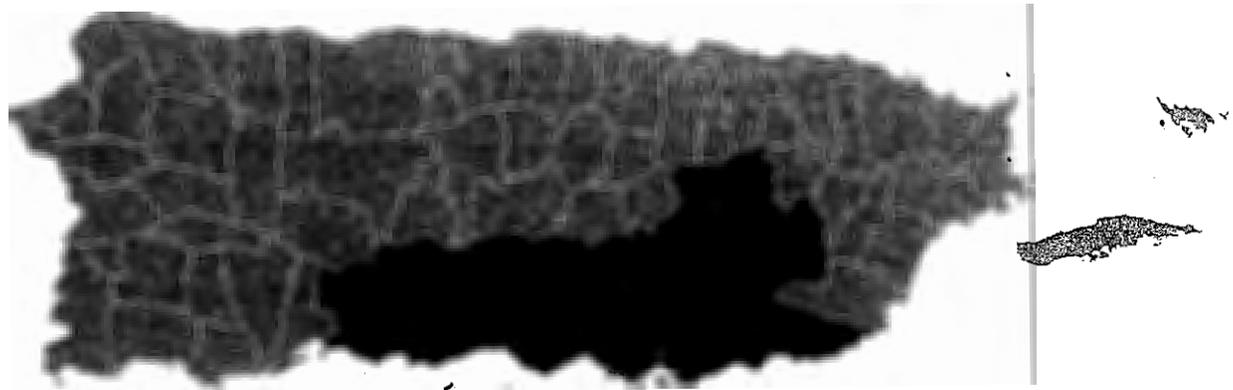
CERTIFICATION: I hereby certify that I have delivered the original of the Resolution to William G. Rios Maldonado, Esq., Procurement Director under CDBG-DR, on this 31 of May 2019.

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Adalgisa Polanco Reyes
 Secretary, Bid Board

Exhibit II: Program Management Services Region Assingment

■ Others ■ AECOM Technical Services, Inc.



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GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT III
LIST OF PROPOSERS

Request for Proposals
Program Management Services
CDBG-DR-RFP-2018-04

No.	Proposer Name	Address	Telephone
1	Innovative Emergency Management, Inc.	Mr. Brad Tiffée Innovative Emergency Management Inc. P.O. Box 110265 Durham, NC 27709-5265 brad.tiffée@iem.com	(225) 952-8229
2	ICF Incorporated, LLC	Mrs. Dorothy A. Shields ICF Incorporated, LLC 9300 Lee Highway Fairfax, VA 22031 dotti.shields@icf.com	(703) 218-2580
3	Alliance for the Recovery of Puerto Rico	Mr. Raymundo Martínez Alliance for the Recovery of Puerto Rico Rexco Industrial Park Edificio Santa Marina 2 #300 Guaynabo, PR 00968-8061 ray.martinez@atkinsglobal.com	(787) 773-1849
4	AECOM Technical Services, Inc.	Mr. Vahid Ownjazayeri AECOM Technical Services, Inc. 954 Ponce de León Avenue Miramar Center Plaza, Suite 300 San Juan, PR 00907 vahid.ownjazayeri@aecom.com	(703) 218-2580

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WORK APPROACH PROPOSAL

Program Management Services under the Community Development Block Grant – Disaster Recovery

CDBG-DR-RFP-2018-04

AECOM Technical Services, Inc.

50 Ponce de León Avenue, Suite 300
San Juan, Puerto Rico 00907

Vahid Ownjazayeri

Chief Executive, Emergency Response and Recovery

Tel: 617.371.4425

Email: Vahid.Ownjazayeri@aecom.com





November 14, 2018

Rafael Vázquez-Muñiz
Procurement Area, Department of Housing
606 Barbosa Ave., Juan C. Cordero Bldg. 9th Floor
San Juan, PR 00918

AECOM
954 Ponce de León Ave.
Suite 300
San Juan, Puerto Rico 00907
T 1-787-723-3332
www.aecom.com

**Re: Program Management Services Under the Community Development Block Grant –
Disaster Recovery, CDBG-DR-RFP-2018-04 – Approach Proposal**

Dear Mr. Vázquez-Muñiz:

We thank the **Puerto Rico Department of Housing (PRDOH)** for this opportunity to submit our detailed approach to successfully deliver this critical program for the residents of Puerto Rico. **Our proven approach** was developed through decades of experience helping similar communities recover from billions of dollars in devastating impacts due to catastrophic natural events. Utilizing our full national and global expertise we have assembled a **tremendous team of resources** to be based locally in Puerto Rico, and **we are ready to begin work** immediately to get this **critical support to the residents that need it most**.

Certainty of Execution – Intake to Closeout

The AECOM approach to managing a recovery initiative of this scale is maintaining compliance with HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) requirements while maximizing the benefit of available grant funding and minimizing the potential for repayment of federal funds due to non-compliance. Our proven approach will assist the PRDOH and the citizens of Puerto Rico make the most of this opportunity to drive resilient recovery throughout the island.

As required by your Request for Proposals (RFP), we have included our Mandatory Requirements Proposal, Work Approach Proposal and Cost Proposal. In addition, our response has been prepared in accordance with Addendum 1 issued October 24, Addendum 2 issued October 31 and Addendum 3 issued November 7, 2018.

This program is important to AECOM and our teaming partners. As a Chief Executive, I commit our firm to provide you with the resources and expertise to address the challenges facing Puerto Rico. As a local firm, we're committed to the success of this program. We look forward to working with you and the people of Puerto Rico.

Sincerely, .

Vahid Ownjazayeri

Chief Executive, Emergency Response and Recovery

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Work Approach Proposal

Request for Qualifications for Program Management Services
under the Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-04

AECOM Technical Services, Inc.
954 Ponce de León Avenue, Suite 300
San Juan, Puerto Rico 00907

Vahid Ownjazayeri
Executive Vice President / AECOM
Tel: 617.371.4425
Email: Vahid.Ownjazayeri@aecom.com

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November 14, 2018

AECOM Imagine it.
Delivered.

Exhibit A-2: Work Approach Proposal Checklist





GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT A-2
WORK APPROACH PROPOSAL CHECKLIST

Request for Proposals
Program Management Services
Community Development Block Grant - Disaster Recovery
CDBG-DR-RFP-2018-04
(Revised for Addendum No. 3)

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements.

Tab	Initials	Document Description
	JK	Company Cover Page
	SK	Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page
	JK	One (1) original of the Proposal Three (3) physical copy of the Proposal One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
1	JK	Exhibit A-2: Work Approach Proposal Checklist
2	JK	Work Approach
3	SK	Examples of Past Deliverables (Item 6.3.6 of the RFP)
4	JK	Plan for Compliance with Section 3 (Item 6.3.7 of the RFP)

Srinivas Krishnaswamy
Proposer's Signature

11/8/2018
Date

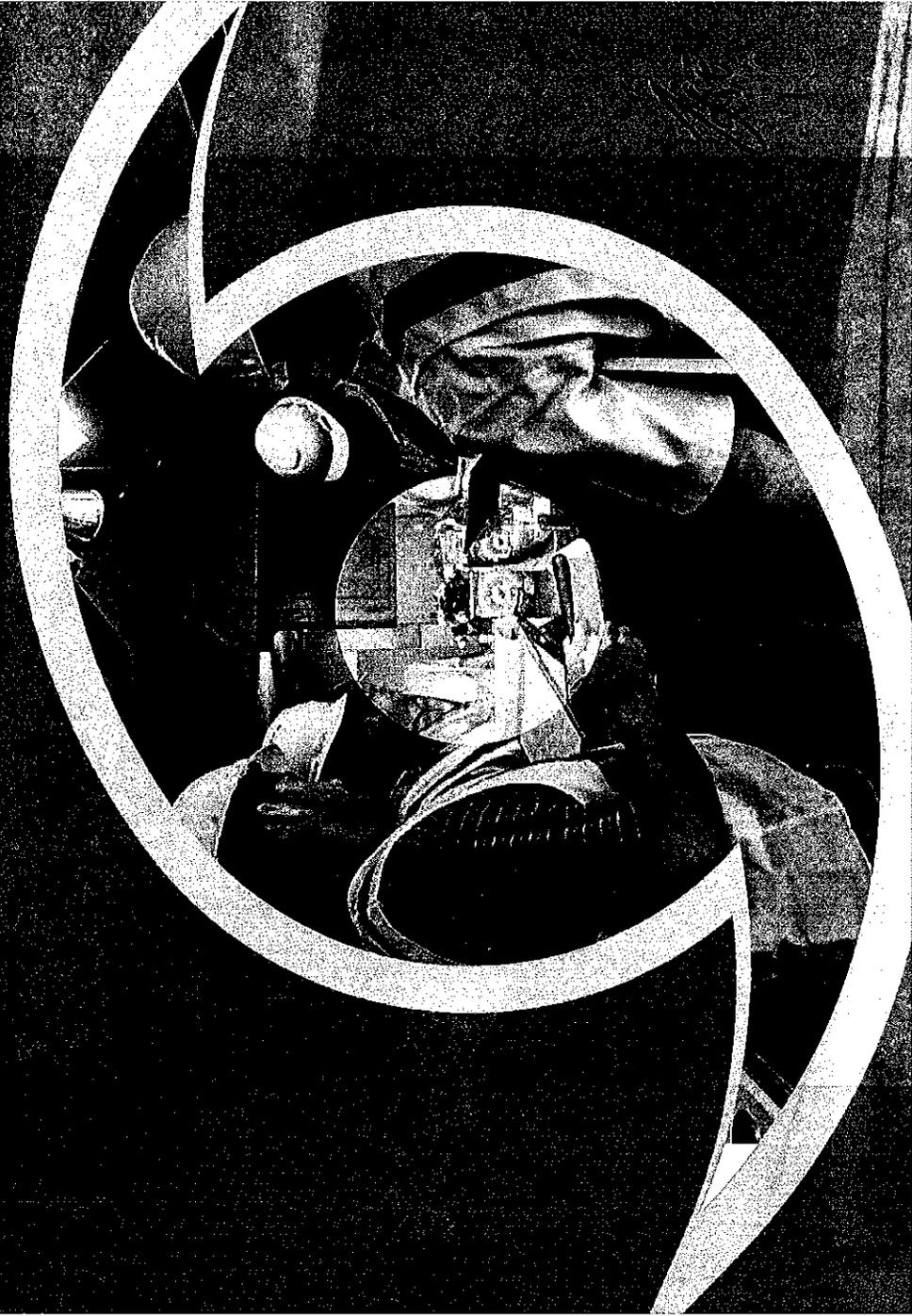
Srinivas Krishnaswamy
Proposer's Printed Name

JK
JK

AECOM Imagine it.
Delivered.

2

Work Approach



1 Understanding of the Programs

The AECOM team's experience implementing CDBG-DR funded recovery programs gives us **capacity, insight and expertise** that few other firms have—we are confident we are the **right partner to assist PRDOH** in getting maximum value for Puerto Rico within the allotted timeframe.



We Understand the Devastating Storm Impacts . . .

The 2017 storm season brought devastation to Puerto Rico when both Hurricane Irma and Maria made landfall within two weeks of each other. **Over 1 million homes were damaged and households left without power for an extended period of time.** Recovery efforts have been further hampered by post-storm infrastructure damage, the varying geography of the island and distance from the continental U.S.

The continued impact of the hurricanes and logistical constraints to recovery have been integrated into the AECOM team's Project Management and Operational Plan to ensure the effective delivery of PRDOH's programs and customer service to impacted residents.

We Understand Puerto Rico's Housing Needs . . .

The hurricanes hit Puerto Rico in an already struggling housing market which has continued to decline due to the impact of the storm. **Foreclosures and demand for affordable housing options are at an all-time high.** In addition, many storm damaged homes have been built using "informal construction" methods without proper permitting or construction materials on improperly deeded land. By understanding the current realities of island living in Puerto Rico, our approach has been developed to include:

- **Effective case management**, comprehensive evaluation of recovery options, and timely referral of distressed applicants in need of

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HUD counseling services and/or title clearance services as necessary.

- **Damage assessments** reviewed by local licensed engineers and architects to proactively identify structural issues and homes built using “informal construction” methods.
- **Maximized Section 3 opportunities** to increase economic prospects for the impacted storm survivors and disadvantaged businesses during housing recovery activities.

We will bring our expertise in navigating these challenges from similar AECOM programs in order to successfully deliver this program for PRDOH.

We Understand Your Program Goals . . .

Puerto Rico has structured recovery programs that meet the immediate needs of the most vulnerable populations on the island by emphasizing housing programs that serve low-to-moderate income households and prioritize elderly persons aged 65 and above.

To meet these recovery goals, over \$800 million in CDBG-DR funding has been allocated to three housing initiatives that will serve approximately 6,000 households. These initiatives are: 1) Single Family Repair, Reconstruction or Relocation Program (R3); 2) Housing Counseling; and 3) Home Energy Resilience (HER).

We Have the Right Approach . . .

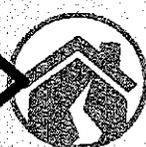
The AECOM team has developed a **customer service** approach to support impacted residents — from application to close out. Our approach is designed to maximize assistance to applicants and offer a transparent and coordinated recovery.

- **CDBG-DR Project Management** with **Customer Service** approach.
- **Effective case management** that clearly outlines program options for applicants.
- **Accurate eligibility and benefit determinations** that maximize available assistance.
- **Clear policies and processes** to expedite applicant funding and community recovery.
- **Transparent tracking and reporting** of program issues and outcomes.
- **Compliance** with federal, state and local regulations.

...and We Will Deliver

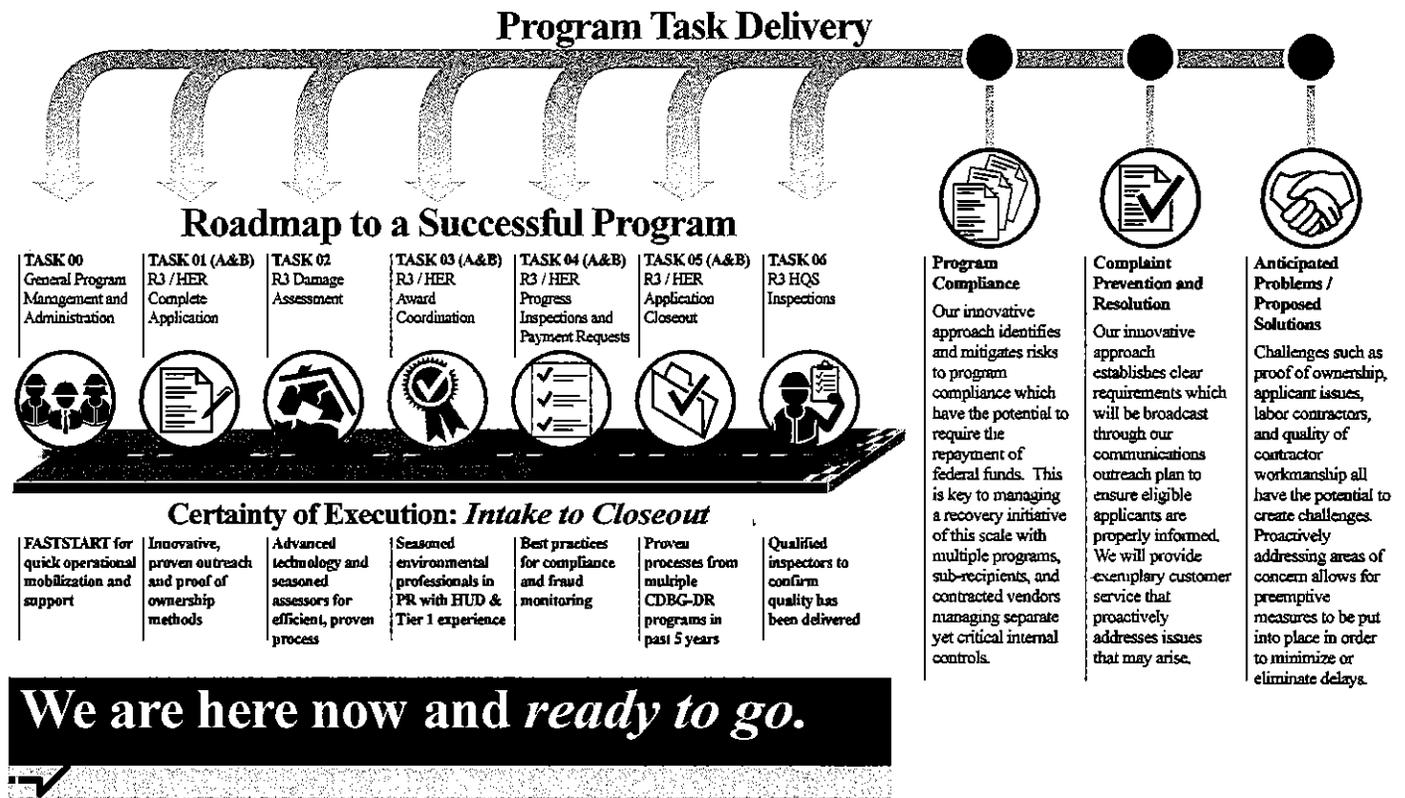
- **An Experienced Management Team** who have demonstrated their ability to effectively deliver CDBG-DR recovery programs for previous disasters.
- **Streamlined Approaches** designed to expedite recovery to Puerto Rico’s citizens and communities.
- **Capacity** to efficiently handle the volume and velocity of PRDOH’s large-scale housing initiatives.

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We Offer PRDOH and Puerto Rico . . . **certainty of execution**  **intake to closeout** 

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FIGURE 1: PROGRAM ROADMAP



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FIGURE 2: PROGRAM TASKS

	TASK 00 GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION	TASK 01 (A&B) R3 - TIER COMPLETE APPLICATION	TASK 02 R3 DAMAGE ASSESSMENT	TASK 03 (A&B) R3 - TIER AWARD COORDINATION	TASK 04 (A&B) R3 - TIER PROGRESS INSPECTIONS AND PAYMENT REQUESTS	TASK 05 (A&B) R3/IER APPLICATION CLOSEOUT	TASK 06 R3 HQS INSPECTIONS
TASK ACTIVITIES	<ul style="list-style-type: none"> Start up Operational Support Project Management and Operational Plan Document Control and Management (PII) Accounting and Reporting Statutory Compliance Applicant Communication Plan 	<ul style="list-style-type: none"> Call Center Operations Application Outreach/Intake <ul style="list-style-type: none"> Collect applications: walk in, internet, phone, remote, mobile, home visit System of Record Assign to case manager Schedule intake appointment Establish household case record and referral process (where resources) Obtain HUD required info Obtain certificate of authority Eligibility <ul style="list-style-type: none"> Assign to Eligibility Review Team QC intake documents Duplicate of Benefit Analysis Recommendation to PRDOH Eligibility notification 	<ul style="list-style-type: none"> Preparation <ul style="list-style-type: none"> Schedule visit Assign team Finalize case - Y or N? Coordinate with environmental consultant Assessment <ul style="list-style-type: none"> Tier 2 environmental questionnaire QC Damage Assessment Report <ul style="list-style-type: none"> Certified by PR licensed PE Evaluation of issues that may impact recovery option (rehabilitation, reconstruction or relocation) 	<ul style="list-style-type: none"> Environmental Coordination <ul style="list-style-type: none"> Review Tier 2, EIP & Airbestos environmental results Ensure appropriate permitting Finalize benefit/DOB scope Determine approach (rehab/reconst) Develop work order Prepare final award letter Coordination with Applicant <ul style="list-style-type: none"> Apply for guidance Subcontract, ROE, grant agreement Ensure application finish, if necessary URA compliance Notification of LRP Risk Assessment Coordination of Contractors <ul style="list-style-type: none"> Assign contracts, load pre-construction meeting, coordinate design permitting/planning/spec, issue WPP 	<ul style="list-style-type: none"> Coordination <ul style="list-style-type: none"> Assign inspector Schedule inspection License/familiarize Structure complete Home finalist Final punchlist Progress Inspection <ul style="list-style-type: none"> Perform inspection Report on Progress <ul style="list-style-type: none"> Submit within 3 days of inspection Follow up inspection Review Progress Report/invoice/compliance Review and coordinate approval of contractor requests for payment 	<ul style="list-style-type: none"> Review final checklist for completion of contractor work, environmental activities, permits payments for completed work statutory compliance supporting documentation applicant flood insurance, if any provide warranty notification 	<ul style="list-style-type: none"> Inspect replacement home for compliance with Housing Quality Standards: <ul style="list-style-type: none"> Certified by PR licensed engineer or architect Coordinate environmental assessment Impact for HUD HQS inspection Inform applicants within 5 days If repair is required, AECOM will proceed with a damage assessment to determine the work necessary to comply.
DELIVERABLES	<ul style="list-style-type: none"> Operational/Project Work Plan Software Systems & Licenses Comms, Outreach & Training Plan Anti-Fraud, Waste and Abuse 	<ul style="list-style-type: none"> Complete Application Package Communication to applicants regarding program status 	<ul style="list-style-type: none"> Visit schedule & assignments Inspection Reports 	<ul style="list-style-type: none"> Notice of Award Letters Contractor WOs/Scopes of Work Notice to Proceed 	<ul style="list-style-type: none"> Inspection Schedule Progress Reports Payment Invoicing 	<ul style="list-style-type: none"> Final Closeout Checklist 	<ul style="list-style-type: none"> HQS Inspections
AECOM TEAM	<ul style="list-style-type: none"> FASTSTART for quick operational mobilization and support, 	<ul style="list-style-type: none"> Innovative, proven outreach and proof of ownership methods 	<ul style="list-style-type: none"> Advanced technology and seasoned assessors for efficient, proven process 	<ul style="list-style-type: none"> Seasoned environmental professionals in PR with HUD & Tier 1 experience 	<ul style="list-style-type: none"> Best practices for compliance and fraud monitoring 	<ul style="list-style-type: none"> Proven processes from multiple CDBG-DR programs in past 5 years 	<ul style="list-style-type: none"> AECOM will inspect replacement homes to ensure Housing Quality Standards

certainty of execution: intake to closeout

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THE ADVANTAGES OF THE AECOM TEAM

An Experienced Management Team

\$10B in disaster recovery programs in past 10 years

Our PM Tim Hallinan and his team have managed billions of CDBG-DR dollars for multiple clients across the U.S. We have a comprehensive knowledge and understanding of not only the processes and procedures, but also your expectations of the program manager.

Streamlined approaches and innovative solutions

Best practices and valuable lessons learned to benefit PRDOH

Our knowledge and lessons learned allow us to be proactive and **reduce program risk and cost** through proven solutions designed to address anticipated problems and provide opportunities to streamline and enhance the program. **Our team has significant capacity in the region** with the expertise to implement programs efficiently and effectively to meet established deadlines

Capacity for quick start-up and full support

500+ qualified staff and staff already deployed in region

Our staff based in Puerto Rico and the mainland are immediately available to provide technical expertise and additional **capacity** necessary to respond rapidly. Our team is comprised of local AECOM staff and subcontractant partners and other deployed resources

located in dozens of offices throughout the region. We have boots on the ground in the impacted areas and we can leverage these resources for a quick, efficient start-up.

Confidence in trusted, proven partners

10+ years of collaboration with local/specialist partners

Our team has provided this exact scope of services for more than a decade, often in collaboration with our valued U.S. and Puerto Rico based teaming partners — Plexos; Winsor; Interlink; Alvarez, Diaz & Villalon. **Our strong collaborative work history combined with our knowledge of best practices will provide significant value in implementing this important program.**

We live here, too

55+ Serving Puerto Rico clients from our local offices

Puerto Rico has been home to AECOM since the early 1960s. We are invested and personally committed to Puerto Rico and this program's success. We will ensure that the **investment of federal funds remains on the island to be reinvested in the local economy.** We also offer PRDOH world class capabilities and expertise through our global internal networks, which will provide invaluable **lessons learned, training and knowledge transfer.**

Figures 1 and 2 show our proposed roadmap and task activities for the program.

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2 Management Plan – Tasks and Deliverables

With experience on the largest CDBG-DR housing recovery programs in U.S. history, drawing on lessons learned, expertise, capacity and some of the best solutions in the industry, our team will accomplish the project scope in accordance with your program requirements.

AECOM's management strategy and approach are based on the following core principles:

A Pathway to Recovery for program applicants through effective case management that clearly outlines program options and **maximizes funding** available for applicants through accurate eligibility and benefit determinations.

Certainty of Execution through **streamlined policies and processes, transparent tracking and reporting, and compliance** with regulations—all focused on expediting applicant funding and community recovery.

A Customer service approach to CDBG-DR project management that focuses on unmet needs and full-service support of our customers from application to close out.

To implement our management strategy and ensure that our principles are at the core of our work, we have selected a highly qualified leadership team that more than meets PRDOH's criteria for this program.

Our proposed program manager — **Tim Hallinan** — is a certified program manager with 23 years of experience in CDBG-DR housing programs and federal/state disaster programs. He has been working on major storm recovery efforts since Hurricanes Katrina and Rita and has served as program manager for three previous CDBG-DR programs: New York City Build it Back, New York City Small Business Services, and Rebuild NC. In these programs, he has overseen the CDBG-DR application process for over 33,000 applicants.

As the point of contact between PRDOH and our program management team, Tim will be accountable for the successful delivery of the three programs. He will be supported by the following managers, who will work together with Tim to ensure the smooth performance of team:

■ **Jim Netterwald** as Deputy PM, with 39 years of management experience. Jim served as program manager on a \$2.5B Puerto Rico rail program. In this role, he managed 40 staff supporting PRHTA in the execution of 7 major



construction contracts. Additionally, he has provided construction management oversight on our Louisiana and USVI housing recovery programs. In Louisiana, Jim provided oversight for temporary repairs to approximately 11,000 residences damaged by floods in the Baton Rouge area during August 2016. He oversaw assignments to 9 general contractors, coordinated site visits and inspections, and tracked program performance metrics. In USVI, Jim served as superintendent for the \$300M housing program designed to assist 15,000 home owners with up to \$25,000 in basic emergency repairs that will enable residents to return to or remain in their homes while permanent repairs are completed.

■ **Luis Torres** as Operations Manager, with more than 20 years experience in construction management, quality control, inspections and managing multidisciplinary projects. Luis has served as project director on several Puerto Rico Public Housing Projects (over 800

units). He was also project coordinator for the program and construction management for the design, rehabilitation, demolition and construction of new low-income housing (over 1,500 houses) under the “Comunidades Especiales” Program by PRDOH. He is a registered PR Professional Engineer (#15932) and has been with AECOM for 14 years.

■ **Kevin Hamby** as Regulatory Compliance Manager, with 20+ years of housing legal counseling experience to the team. Kevin has worked on 6 recent CDBG-DR housing recovery programs. As an attorney and counselor at law, he has provided comprehensive guidance to CDBG funded programs on Section 3, Fair Housing, Davis Bacon Laws, compliance with ADA and Section 504, Uniform Relocation Act, and HUD record keeping for both infrastructure and housing programs. His expertise will allow the AECOM team to track and report on housing counseling agencies that are selected for funding under this Program.

<p>A leadership team that will deliver for PRDOH</p>		<p>PROGRAM MANAGER TIM HALLINAN</p>  <p>23 years in federal contract mgmt; PM for 3 CDBG-DR recovery programs</p>
<p>DEPUTY PROJECT MANAGER JIM NETTERWALD</p>  <p>39 years in program management, including Louisiana & USVI Housing Bilingual, PR-licensed PE</p>	<p>OPERATIONS MANAGER LUIS TORRES, PE</p>  <p>20+ years in construction mgmt., Project director on several PR Public Housing Projects PR licensed PE</p>	<p>REGULATORY COMPLIANCE MANAGER KEVIN HAMBY</p>  <p>20+ years in housing legal counseling 6 recent CDBG-DR housing recovery programs</p>

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The AECOM leadership team will provide PRDOH with the confidence that the program will stay focused, on schedule, with the goal of managing and exceeding expectations of applicants and the recovery of Puerto Rican communities.



TASK 00

GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION

Delivering a Program grounded in HUD policy, focused on the Puerto Rico Action Plan and high quality customer services

We have established 6 critical phases that will be executed under this task in order to implement a compliant, efficient, and effective Program Management process.

- Phase I: Operational Plan
- Phase II: Operational/Project Management Start-Up & Support
- Phase III: Applicant Intake and Relations
- Phase IV: Document Control and Management
- Phase V: Accounting & Reporting
- Phase VI: Construction and Statutory Compliance

Phase I: Operational Plan

To execute and coordinate delivery of the PRDOH CDBG-DR program, the AECOM team will launch program management initiatives by developing an Operational Plan **within 10 days of contract execution**. The contents of this plan will be based on our previous experience with successful CDBG-DR programs and will also be developed in coordination with PRDOH. At a minimum, the plan will include the following elements:

- Organizational Structure, Onboarding, and Staffing Utilization Plan
- Program Facility Plan and Operations
- Mobilization Strategy
- Project Work Plan (PWP)/Timeline and Benchmark/Performance Metric Monitoring

Highlights

- ⇒ Using similar operation plans, our team **managed day-to-day operations for 4 simultaneous CDBG-DR programs** with over 50,000 applicants.
- ⇒ The AECOM team has **500+ staff trained in federal accounting and reporting** that has accounted for over \$15B in storm recovery federal funds over the last 15 years.

- Contractual Deliverables List
- Data Collection Records, Retention/ Document Management, Program Reporting
- Quality Assurance/Quality Control (QA/QC)
- Anti-Fraud, Waste and Abuse (AFWA)
- Communications Plan and Outreach
- Training Plan and Evaluation of Program Personnel

Once complete, the Operational Plan will serve as a blueprint to launch program management activities and operations designed to fully support PRDOH in the implementation of the R3, Housing Counseling, and HER Programs. In addition, the plan will assist PRDOH in **monitoring program performance** based on the PWP and established benchmarks, and effectively manage expectations and communicate with program applicants and stakeholders.

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Phase II: Operational/Project Management Start-Up & Support

In addition to the overall Operational Project Work Plan, we will work closely with PRDOH to establish a policy review board whose role is to advise the PRDOH and its contractors, where appropriate, on policy development and revisions to keep the Program Management Team(s) properly aligned with PRDOH direction on CDBG-DR regulation and preferred policy.

Project Management and Operational

Start-Up: Our goal will be to review existing or proposed PRDOH CDBG-DR program policy for compliance with required regulatory requirements. Initially, the review will be focused on the following:

- Asset Management and Tracking
- Financial Management Policies and Procedures in compliance with 2 CFR Part 200
- IT Acceptable Use and Personally Identifiable Information (PII) Practices
- Document Management/Records Retention
- Appointment Scheduling for Applicants and Construction Monitoring Visits
- Call Center Operations Planning



AECOM mobilized approximately 100 local staff to enroll some 10,000 applicants in the USVI program.

- Section 504 Facility Review and Transition Plans (if necessary)
- Continuity of Operations Plan (COOP)/ Disaster Recovery (DR) Plan for PMO and Facilities
- Program Safety Plan
- FHEO Policies and Procedures
- Section 3 Plan
- Subcontractor Compliance and Monitoring Plan

Phase III: Applicant Intake and Relations

The AECOM team will stand up a well-trained, local and multi-lingual core team **within 2 weeks of receiving program policies and procedures**. We will provide a fully operational local call center and case management staff for intake and eligibility operations for the R3 and HER programs. We anticipate staffing the local call center with 6 customer service representatives trained in the program's policies and procedures. Based on demand, staffing will be adjusted.

In addition, the FR Notice requires PRDOH to: 1) ensure the accessibility and privacy of individualized information for all applicants; 2) indicate the frequency of applicant status

The AECOM team:

Successfully start-up activities for **25+ federally funded housing programs** following Katrina, Ike, Sandy, Matthew, Harvey, Irma and Maria:

- + Mobilized applicant support staff in less than 48 hours for each CDBG-DR program
- + Mobilize a full team within 2 weeks of receipt of program policies and procedures.

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updates; and 3) identify the personnel or unit responsible for informing applicants of the status of recovery applications. To meet these requirements, we will develop an **Applicant Relations/Communications Plan and Outreach Strategy** as part of the initial PWP.

The plan will be closely coordinated with PRDOH staff and will be designed to **proactively inform applicants of their status** as their file progresses through the lifecycle of CDBG-DR programs.

Procedures and methods of communications are typically coupled with performance measures to provide a climate in which communications related to application status are made in a timely manner by case managers or other program staff. **Each method of communication is required to be evidenced in the communication log of the system of record coupled with the upload of letters and/or email, for program communications.**

Outreach Strategy: The outreach strategy will outline the methods to **increase participation rates** and levels of assistance through: program website; written outreach materials; Call Center campaigns; community outreach initiatives and meetings; media press releases and coverage; and deployment of mobile intake units in areas that may be underserved. Methods to track and report outreach efforts and outcomes will also be included in the plan.

AECOM team members have developed Applicant Relations and Communications Plans in NY, NJ, TX, USVI and NC. These plans have kept applicants informed of their status as their file progressed through the lifecycle of CDBG-DR program.



More than 300,000 applicants have benefited from these efficient and transparent communication methods.

Written Appeals Procedures and Notification Process: HUD requires that applicants are provided with a written appeals policy at application intake as evidenced by a signed receipt. Prior to the launch of applicant intake, we will obtain PRDOH approval of our SOPs related to your Appeals Policy. The Appeals Policy will be provided to applicants during the intake process. All applicant appeals must be documented in a centralized log/repository for each program with a written response provided via regular mail within 15 days.

Program Accessibility: To achieve compliance with Section 504 requirements, all program activities must be accessible to applicants regardless of disability and individuals with Limited English Proficiency (LEP). This section of the plan will outline protocols and procedures to provide accessibility to disabled applicants and eliminate any language barriers that may exist. The AECOM team will also identify a Section 504 coordinator for the evaluation of program facilities, accessibility of program operations and special needs requests.

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Phase IV: Document Control and Management

The AECOM team has developed methods and SOPs for maintaining both digital and hard copy files of grant-related activities on multibillion-dollar programs in many states, including Hurricane Katrina/Rita recovery, the largest CDBG-DR funded housing program in U.S. history.

Our CDBG-DR records retention policies are designed to meet federal as well as state/territorial records management and retention policies and protocols. They will be customized to meet PRDOH's needs in conjunction with any federal requirements.

Working with PRDOH, we will customize document management/records retention SOPs in accordance with program policies that will facilitate:

- **Uniform implementation of records retention policies** that are compliant with federal and state/territorial regulatory requirements.
- **Efficient, economical and effective management of program information** and records, including creation, use, maintenance and disposition.
- **Consistent filing of CDBG-DR program records** by standardizing document naming conventions, filing classification schemes,



The AECOM team:
Over 1.5 million documents with private information protected. We created the records retention system for NYC Build it Back case management and are intimately familiar with HUD's expectation that each file tells its own story.

identifying appropriate methods of storage (physical vs. electronic) and clear delineation of required documentation that comprises an applicant's "file" to be collected by case managers, program vendors, subrecipients.

- **Set up and maintenance of files** that can easily be disposed of based on HUD Handbook 2225.6, Records Disposition Schedules and HUD Handbook 2228.2, General Records Schedules.
- **Appropriate retirement, preservation and transfer of records** of permanent value to state/territorial archives or federal records center for permanent retention.
- **Appropriate disposal of records** that are no longer needed.

Phase V: Accounting & Reporting

AECOM is ready to **adapt our accounting and reporting systems to align with PRDOH's** program policies and procedures.

At a minimum, those processes will drive and/or address the following:

- Internal control systems will be put in place and regularly evaluated for compliance with HUD and PRDOH policies.
- Internal procurement policies and procedures in compliance with 2 CFR Part 200 and territorial requirements.



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- Document retention processes to support accounting record entries.
- Project costs are **reasonable, allowable and auditable**.
- Draw down and disbursement procedures **minimize the amount of time elapsed** between the transfer of funds from the U.S. Treasury and disbursement by the Closing Agent.
- Financial reports and statements are complete, current and reviewed periodically.
- **Reconciliation of federal funds is routinely conducted every quarter.**
- Audit Recommendation and Findings are proactively and appropriately resolved in a timely manner.

Phase VI: Construction and Statutory Compliance

The AECOM team will develop internal protocols to provide a compliant and forward moving construction process. **QA/QC processes are at the center of our oversight and management plan.** Examples of those internal protocols or processes are:

- Construction monitoring checklists and protocols for evaluating construction activity in accordance with Minimum Program Standards (MPS). These checklists will be designed to accurately report the stages of construction, quality of work performed, percentage of completion and aging of applicant rehabilitation and reconstruction projects.
- Construction Monitoring Protocols to allow for timely construction monitoring visits as construction is completed and requests for

payment are submitted by program contractors.

- Each program policy manual will outline the process of providing written notification to the applicants regarding construction warranties within HUD prescribed timeframes and resolution of warranty issues within the warranty period.
- Change order SOP to verify that project costs are necessary and reasonable, adequately documented, auditable, approved in advance, and included in grant award calculations.

Assumptions for creation of our Operational Plan

- The Operational Plan is to be based on the program described in the approved Action Plan for PRDOH and its Housing Program.
- The PRDOH-provided data management system will be built in such a way that it allows for efficient processing of intake, streamlined data review, simple application searching, and pre-designed reports on key program metrics.
- There will be an adequate number of applications submitted to keep the Program staff consistently utilized.
- AECOM is responsible for safety of our employees.
 - **To maximize project safety, the work week is assumed to be 6 days per week, Monday – Saturday. The work day will generally be 10 hours per day. A month is considered to be a four-week month.**
 - First aid kits and personal protective equipment for AECOM staff have been included.
- The program management team anticipates the CDBG drop-out rate will be similar to

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previous programs and is defined as the following:

- Some of the customers that begin the application process will not be deemed eligible because of programmatic restrictions or applicant decisions.
- Some of eligible applicants will leave the program due to Duplication of Benefits issues or lack of agreement on proscribed Scope of Work.
- Also, some of applicants that participate in Award Coordination will leave the program before Closeout because of construction issues or applicant decisions not to continue.

TASK 00 DELIVERABLES

The deliverables for this task are as follows:

- Operational Plan
- Development of Policy Review Board
- Operationalize Local Call Center
- Applicant Relations/Communications Plan
- Development of accounting and reporting system to document controls, applicant progress, and program financials.

TASK 00 TIMEFRAME

The general management and administration task will begin on Day 1 and continue for the duration of the contract, as shown in the schedule below.

	'18	2019					2020					2021														
	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
	START UP																									
	GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION																									
	INTAKE AND ELIGIBILITY (R3 & HER)																									
	DAMAGE INSPECTIONS (R3)																									
	PROGRAM AWARD COORDINATION (R3 & HER)																									
	PROGRESS INSPECTIONS/PAYMENT REQUESTS																									
	CLOSEOUT (R3 & HER)																									
	HOUSING QUALITY STANDARDS (HQS) INSPECTIONS																									

The AECOM team will deliver programs grounded in HUD policy, focused on the Puerto Rico Action Plan and committed to high quality customer services.

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**TASK 01 (A)
COMPLETE APPLICATIONS OF THE R3 PROGRAM**

Focusing on customer experience and satisfaction with a talented, multilingual intake staff and HUD eligibility expertise

Intake

Our intake strategy is centered on our ability to get property owners to an eligibility determination as easily, quickly and effectively as possible.

To reach our goal of quickly bringing applicants to eligibility determination, our team will take applications for CDBG-DR assistance through multiple sources — the call center, in-person at intake centers which could be at municipal offices of the local government or at regional offices of the PRDOH, via the web and/or by mail. Ideally, the PRDOH-provided system will manage both in person or online applications and will assign applicants to case managers.

The application is the first and most important step in the process and is the beginning of the relationship between the case manager and the applicant. Scripts for various types of conversations will be developed for use by case management staff at the intake centers.

An **application intake checklist** will be used to guide the case manager through the intake process for each application accepted.

The local call center will advise the applicant of the items on this checklist prior to the initial intake meeting so they can be fully prepared to complete the application with the fewest

Highlights

- ⇒ Successfully managed the entire Intake process for nearly 30,000 applications as part of NYC Build It Back Program
- ⇒ Creation and deployment of mobile intake on previous programs
- ⇒ Multiple QA/QC layers to ensure completeness of the application
- ⇒ Subject matter expertise on policy and procedures

touch points or interactions. Should the applicant need to provide additional documentation, the case manager will set up a time to follow up prior to the end of each conversation or meeting. **These details will be recorded in the PRDOH provided system.**



We employed a “boots on the ground” initiative in the Virgin Islands to aid “home bound” applicants with great success.

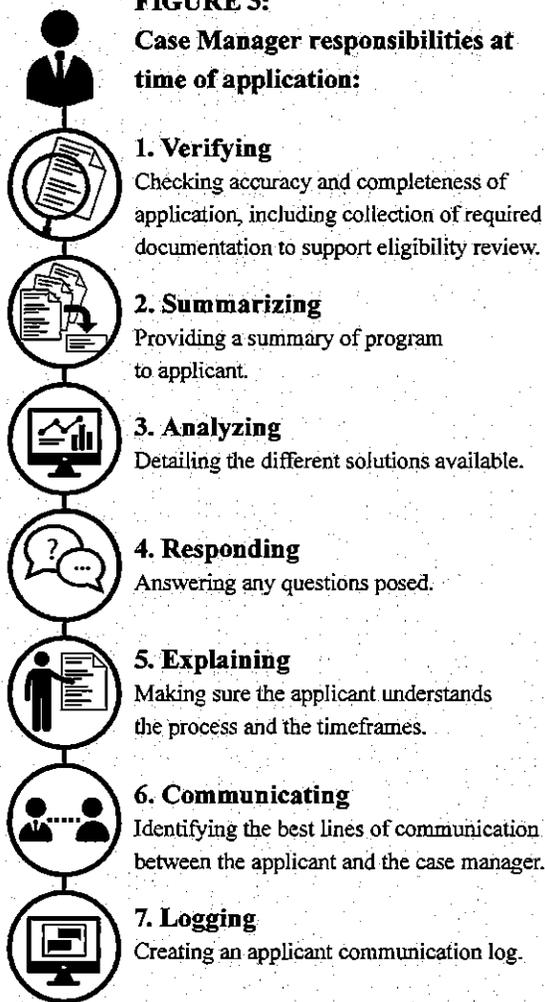
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Intake/Eligibility Process

As applications are received by the program, the AECOM team will work with PRDOH to identify methods to **accelerate intake and eligibility processes** based on best practices developed in response to previous disasters.

The intake/eligibility process steps are shown in the figure below:



Intake: The case managers (CMs) will log in to the system each day and “check out” applications that are assigned to them for processing. The CMs will complete an Intake Review

Checklist for each application based on the information collected. The local call center will schedule an intake meeting with the applicant. **This scheduling call will communicate to the applicant the required documentation that should be uploaded and/ or brought to the intake meeting (citizenship, primary residency, homeowner’s and flood insurance, income tax documentation, etc.).** The request for documents will be followed with an automated email (when possible) identifying the required items. Intake documents, and required HUD notifications, (consent and release, ROE form, eligibility and income certifications, etc.) are typically provided and submitted during the intake meeting. A household case record will also be developed to fully inform the case manager regarding the unmet needs of the applicant. **AECOM will review each applicant’s particular situation for the possibility of URA requirements and provide guidance to PRDOH as necessary based on those reviews.** The case manager will record URA requirements of each applicant within the established system of record as applicable.

Upon completion of the intake meeting the CM will provide a list of all outstanding documentation to the applicant.

Application Complete: Once all documents are complete and documents successfully scanned, named, tagged, uploaded and verified by the CM in the PRDOH-provided system, all the required data will be entered into the system. The CM will move the application to the Quality Control (QC) Review step.

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Quality Control Review: Applications that are in the QC review step will be assigned to individual reviewers in the system. QC reviewers will perform a review of all data and documentation for completeness. Once the QC review is complete, applications that pass the review will move to the Eligibility Review Step. **Applications that fail will move back to the Intake process step and be assigned to the original CM so they can contact the applicant and inform them of missing documentation and/or data.**

Eligibility Review: Files that pass the QC Review step will be assigned to reviewers for an eligibility review in accordance with prescribed standards developed by PRDOH. Some of the sources of data that will be reviewed are shown in **Table 1** (next page).

If the application successfully passes the Eligibility Review, **the application will move to the Initial Duplication of Benefits Review step, where it is assigned to a reviewer.**

If the Eligibility Review fails, the file will receive a second review to determine if unique circumstances are preventing the applicant from benefiting from the program. If this is the case, files may be presented to the PRDOH-led Eligibility and Exceptions Panel for review and consideration. Ineligible files not warranting a panel review will be identified and the applicant will be notified that they are ineligible with a right to appeal the program decision. **Information regarding ineligibility determination will be captured in the PRDOH provided system and will be accessible by the CMs and appeals team to assist with responding to appeals.**

Duplication of Benefits (DOB) Review

Files that pass the Eligibility Review process step will be passed to the DOB Team through the PRDOH system to determine if the applicant received duplicative assistance from FEMA, SBA, NFIP or other sources such as homeowners insurance or assistance from Voluntary Organizations Active in Disaster (VOAD). Funds received by each applicant from other sources will be documented in the PRDOH provided system and used in the DOB calculation. **A detailed description of the steps to finalize benefits determination is provided in our writeup for Task 03(A).** Once through the DOB process step, our team will QC the file to verify that all documentation is complete and DOB is calculated correctly. If the file passes the QC review, we will submit an eligibility package and recommendation to PRDOH regarding the outcome of the file. Files approved as eligible by PRDOH will move to the Damage Assessment phase of the program.

➔ **AECOM has scored an “Outstanding” rating by 95% of Program grant recipients.**

On the NYC Build It Back Program, we successfully integrated the counseling needs into the construction timeline to deliver on time and within budget.



100,000+
calls in 6 months
15,000
registrants
100+
case managers

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TABLE 1: Eligibility Reviews - Documentation Types and Verification Sources

DOC TYPE	DOC SOURCE	VERIFICATION SOURCE
Identity	U.S. passport, Driver's License, government issued ID	Identity verification
Ownership of property	Deed, property tax record, homeowners insurance	Property title and encumbrance reports
Income	Wage statements, interest statements, and unemployment insurance statements, alimony, pension, social security, other retirement income	Employers, banks, the U.S. Social Security Administration and public assistance agencies
Current on Property Tax	Property tax statement	Municipal property tax records, real estate tax status reports
Primary Residence (or Presence of Year-Round Renters)	Mortgage, lease documents, property tax statements, income tax returns, utility invoices	Municipal/county property tax records, real estate tax status reports, credit check

TASK 01(A) DELIVERABLES Under this task we will produce the following deliverables for each application:

- Complete and Signed Application
- Complete Intake QA/QC Checklist
- Set of Program Documents appropriate for each application
- Initial DOB Review Checklist

TASK 01(A) TIMEFRAME The timeframe for this task, shown below, is based on the assumption that

PRDOH will provide intake center space that has a public setting area, existing utility service, high speed internet connections, and adequate ventilation/air conditioning to ensure customer comfort during the application process.

We anticipate an application can be completed within a 2-hour appointment.

	'18	2019	2020	2021
	N D J F M A M J J A S O N D	N D J F M A M J J A S O N D	N D J F M A M J J A S O N D	N D J F M A M J J A S O N D
START UP				
GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION				
	INTAKE AND ELIGIBILITY (R3 & HER)			
	DAMAGE INSPECTIONS (R3)			
	PROGRAM AWARD COORDINATION (R3 & HER)			
	PROGRESS INSPECTIONS/PAYMENT REQUESTS			
	CLOSEOUT (R3 & HER)			
	HOUSING QUALITY STANDARDS (HQS) INSPECTIONS			

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TASK 01 (B)

COMPLETE APPLICATIONS OF THE HER PROGRAM

Leveraging our intake protocols to assist the maximum number of Puerto Rico residents in accessing renewable energy sources to increase resilience to future power outages

With the implementation of a Home Energy Resilience (HER) Program, applicants will go through a similar application process as that established for the R3 Program. **The process will be combined with the R3 intake and eligibility process described in the previous task when applicants are applying for both programs using the System of Record. Table 2 outlines key eligibility requirements and differences in the two programs.**

Those applicants that are deemed eligible for the R3 Program will be eligible for the HER Program (but not all HER eligible applicants will be eligible for R3). Prioritization requirements vary slightly between the programs, so that applicants who are approved for the R3 program may not necessarily receive assistance from the HER program due to funding limitations. To minimize applicant inconvenience, we assume the system will be able to transfer R3 application data into the HER application to reduce duplicate data entry. We assume 70% of R3 applicants will also apply for HER.

AECOM will submit complete HER eligibility packages to PRDOH for eligibility and award amounts determination. Within 7-15 days, PRDOH will notify AECOM of the eligibility determination for each property. For ineligible applicants, we will mail ineligibility or

withdrawal confirmation letters. Letters will include documents outlining appeals process. Eligible applicants will proceed to Task 03(B) HER Program Award Coordination Phase.

TABLE 2: Eligibility Requirements

Eligibility Criteria	R3	HER
Confirmed damage to property	■	n/a
Owner of property & Occupied at time of storm	■	n/a
Primary Residence -- Owner or Renter	n/a	■
Below 80% AMFI	■	■
65 years or older	Priority	Priority
Located in community without electrical power	n/a	Priority
Eligible single-family structure	■	n/a

TASK 01(B) DELIVERABLES

Under this task, the following deliverables will be produced:

- Complete HER application
- Eligibility checklist

TASK 01(B) TIMEFRAME

Because the HER eligibility and DOB requirements are less onerous than for the R3 program, it is expected that HER applications will be completed in less time than R3 applications.

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TASK 02
R3 DAMAGE ASSESSMENT

**Focusing on the primary mission of this program:
Returning Applicants to their Homes**

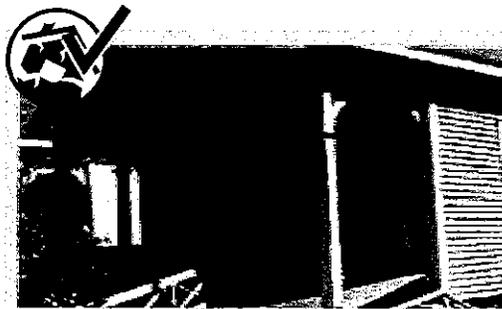
The Damage Assessment phase of the R3 program is the key step to assess and quantify storm related damages. The amount and type of applicant work to the home will also be evaluated and documented. **All damage assessments will be certified by a licensed professional engineer or licensed architect in Puerto Rico.**

The AECOM team has conducted thousands of housing damage assessments in disaster stricken areas. We are well aware and well versed in the unique challenges in Puerto Rico, including cisterns and plumbing, interior finishes, construction techniques, building codes and other considerations.

Our team member, Interlink, has a long history of development and construction in Puerto Rico over the past 40 years, including \$1.5B in housing construction work.

Assessment Package Preparation

The damage assessment team will prepare the assessment package that includes floodplain



Highlights

- ➔ Our integrated tablet based damage assessment tools will enhance consistency and quality
- ➔ Schedule coordination with Environmental Consultant will minimize impact for homeowners

determination, record of soil or water hazards near the home, potential for lead based materials (pre-1978 construction) and other criteria. The damage assessment package is generated and prepopulated with relevant homeowner and property information, including the floodplain and environmental hazard information prepared by the damage assessment team. Once the package is complete, the application moves to the Damage Assessment Scheduling step.

Damage Assessment Scheduling

Following Assessment Package Preparation, the application will be placed in the Damage Assessment Scheduling queue. The local call center will coordinate with homeowner

The AECOM team:

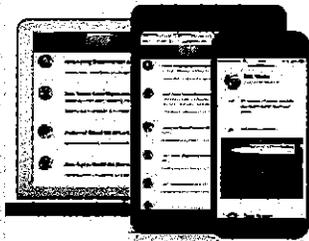
- 65,000+** damage assessments in remotely populated and urban areas
- 5,700+** for the Katrina CDBG-DR Program
- 14,000+** environmental review records

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and PRDOH's environmental consultant to coordinate the damage assessment and environmental site visit to minimize disturbance to the homeowners. The appointment will be scheduled within one week of the applicant being deemed eligible, or as soon after as practicable based on the homeowner and/or Environmental Consultant's availability. **AECOM has successfully deployed appointment scheduling software and/or used client-provided systems on other disaster recovery housing programs.** Once the damage assessment has been scheduled, they will be dispatched to individual inspectors based on geographic location, routing between assessments, volume of assessments in each inspector queue and other criteria to maximize inspection efficiencies and the number of assessments accomplished each day.

Damage Assessment



We have perfected the damage assessment process, particularly in areas with limited

communications, through advanced technology and seasoned damage assessors. For instance, **the AECOM team damage assessors are currently using a robust damage assessment platform that uses technology similar to UPS and FedEx for dispatching work orders.**



With advanced technology and dispatched assessments loaded on the inspector tablet devices, inspections can be accomplished in an "offline" mode, with required information loaded directly on the device.

This issue will be particularly important in remote areas where cell phone and internet coverage are limited.

The inspection package for each house will include the following:

- Damage estimate form with a "pick list" of required repair items with unit costs, and quantities to complete the program allowable repairs as shown in the RFP Attachment 2, Scope of Work
- Tier 2 Environmental Checklist
- Quantity and value of work performed by the applicant after the disaster
- Affirmation of the home location on lot and GPS coordinates
- Photographs
- Notes
- Sketches (when appropriate and helpful)
- Any other surveys required by PRDOH
- Signatures of the homeowner, damage assessment inspector and environmental inspector
- Any additional documents requiring signature

Once the damage assessment is complete and signatures are acquired on the tablet, the inspector will hit the submit button and, if

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connected to the internet or with cell coverage, the assessment package will be instantly uploaded. The application then will enter the Damage Assessment QA/QC Review workflow step.

Damage Assessment QA/QC Review

Once the damage assessment has been completed for an application, the application will be assigned to a Damage Assessment QA/QC reviewer. The QA/QC reviewer will examine the inspection and other relevant documents and data for accuracy, consistency with program guidelines, and other QA/QC parameters. Rejected assessments will be returned to the Damage Assessment queue. Passed assessments will result in the application being moved to the Damage Assessment Report queue.

Damage Assessment Report

For damage assessments passing the QA/QC stage, a Damage Assessment Report will be automatically generated and will include:

- Total cost of rehabilitation (pick list quantities and unit costs).
- Value of work performed by applicant after the disaster.

- Quantity take-offs and prices for all eligible items.
- Photographs of structure and evidence of damage identified during assessment.
- Conditions hindering rehabilitation or reconstruction.

The application will then be assigned to a licensed engineer or architect (“licensed reviewer”). Licensed reviewers can then review the entire application, including the Damage Assessment, Environmental Review, Damage Assessment Report and other criteria. Based on this review the licensed reviewer completes the Damage Assessment Report with a recommendation for rehabilitation, reconstruction or relocation, certification of the report, and signature with date. With the Damage Assessment Report complete, the application moves to the Pending PRDOH Approval. At its option, PRDOH can either log into their system to approve it or send back for revision.

Once it is approved by PRDOH, the application enters the Award Coordination Stage, where it is assigned to the award coordination team.



In 2016, AECOM mobilized a team to perform building assessments damaged by Hurricane Matthew in Haiti. The assessment teams responded quickly, beginning work the same day. AECOM received positive feedback from the client who stated:

“We gave you an impossible task – thanks for delivering. All of us at USAID appreciate your dedication and partnership on this.”

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**TASK 03 (A)
R3 AWARD COORDINATION**

Verifying Received Benefits through Centralized Data Feeds in Order to Provide the Best Solution for the Applicant and the Program.

Once PRDOH has made a final eligibility determination on an applicant's file, AECOM's program management team will ensure that all aspects of the damage assessment and environmental review are properly incorporated into the scope of work and final award for the applicant's home. Items to be reviewed for proper project scoping will include the following:

- Tier II clearance was properly performed and matches the construction activity.
- Additional Tier II mitigation measures (SHPO, Radon, etc.) and permitting requirements are clearly noted.
- Property location in relation to high risk areas.
- Lead Based Paint Interim Controls or Abatement (if required).
- Asbestos Removal and Disposal (if required).
- Green Building Standards (as required by Federal Register Volume 83, No. 28, February 9, 2018).

Identified discrepancies or suggested "conditional approval" will be identified prior to PRDOH approval. **Once it has been determined that environmental requirements have been properly scoped, a final award calculation for the applicant's file will be prepared based on an updated DOB analysis conducted in accordance with the approved DOB SOPs.** As a result, we will review to make sure: 1) all duplicative assis-

Highlights

- ⇒ Our experience with DOB will reduce/eliminate the chance of future claw back of funding.
- ⇒ By maintaining contact with applicants through the process, our CMs will help reduce confusion and frustration.
- ⇒ Clear communication on scope of work will build homeowner trust.

tance is deducted from the award calculation and/or scope of work, as necessary; 2) any amount of funding to be escrowed from the applicant is identified and properly calculated; and 3) scoped work does not exceed feasibility thresholds established for rehabilitation and reconstruction.

Once the final project scope and award amount have been determined, the file will be forwarded to PRDOH for review and approval. Once approved, CMs will produce a Notice of Award Letter and meet with the applicant to review the following:

- Program requirements included in the Grant and Subrogation Agreements.
- Scope of work and environmental mitigation/remediation requirements (a copy of the LBP Risk Assessment will be provided to the applicant if not previously provided by the PRDOH environmental contractor).

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- DOB analysis and any amount of funding to be provided by the applicant.
- Relocation timeframes and requirements (URA requirements and notifications will also be discussed if the applicant has a tenant in occupancy).

If the applicant accepts the scope of work and award calculation, **the applicant's file will be assigned to a contractor and construction monitor and a pre-construction meeting will be scheduled.** The pre-construction meeting will be held at the applicant's home and will include the assigned contractor and applicant. The purpose of this meeting is to:

- Review the scope of work (and make revisions, if necessary).
- Review Tier II environmental remediation requirements and permitting.
- Discuss construction and temporary relocation timeframes.
- Review construction monitoring requirements and timeframes.
- Obtain contractor insurance and bonding documentation.
- Discuss programmatic flood insurance requirements.

As a result of the meeting, the agreed upon scope of work will be incorporated into the Grant Agreement and NTP unless changes to the scope require PRDOH approval. If there are no changes, the applicant will sign the Grant and Subrogation Agreements. The project management team will then issue the NTP and Work Order (WO) to the assigned contractor if all required insurance and bonding documentation has been submitted and approved. We will also coordinate the filing of any deed restrictions and/or covenants to see that they are recorded by the jurisdictional agency. **Recorded instruments and recordation information will then be uploaded into the system provided by PRDOH.**

**TASK 03(A)
DELIVERABLES**

The deliverables for this task are as follows:

- Notice of Award Letters
- Contractor Work Orders/Scope of Work
- Notice to Proceed



The AECOM Team
For the Louisiana Shelter at Home
Program:

21,515 applications
processed

12,109 work orders
issued for construction

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TASK 03 (B)
HER AWARD COORDINATION

We Will Calculate the Appropriate Awards for HER participants and Coordinate HER and R3 Participation to Minimize Applicant Inconvenience.

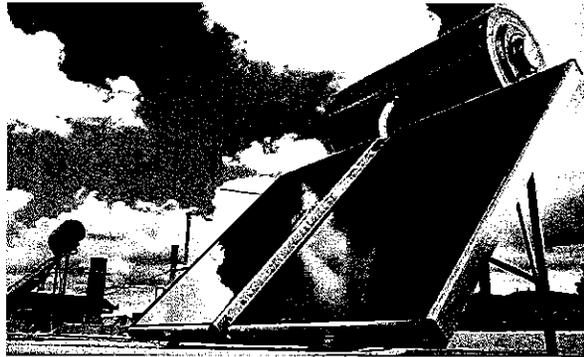
Once PRDOH has made a final eligibility determination on an applicant's file as it relates to the HER Program, **AECOM's program management team shall coordinate the award benefits with the applicant.** For applicants who have been approved as part of both the R3 and HER programs, both awards will be coordinated to minimize construction impacts for the homeowner. Similar to the R3 Program, the AECOM team will:

- Finalize the benefit determination and verify DOB
- Develop work order and scope
- Adjust scope to address DOB
- Submit final work order to PRDOH for approval
- Issue award letters
- Coordinate with applicant to get required signatures and documentation
- Coordinate with installer/supplier and homeowner to schedule install date
- Issue NTP to selected installer/supplier

The HER Award Coordination process and the R3 Award Coordination process (described under Task 03A) are nearly identical with some minor differences, and they are:

- No Environmental Coordination is required for properties that participate ONLY in the HER program.

- While there will be a VOB/DOB review, since the HER program is focused on adding energy resilience components to the house, it is unlikely it would duplicate with any completed work.
- For applicants only in the HER program, the construction impacts are unlikely to require temporary relocation to complete the work.
- When appropriate for the specific scope, installers must meet Puerto Rico's solar certification requirements.



TASK 03(B)
DELIVERABLES

The deliverables for this task are as follows:

- Notice of Award Letters
- Contractor Work Orders/Scope of Work
- Notice to Proceed

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**TASK 03(A&B)
TIMEFRAME**

Our timeframe shown below can be impacted by the following items:

- Changes to the home design by the home owner, architect or permit agency after initial inspection or award coordination will require a project change order which could delay next steps.
- The AECOM team will coordinate with the applicant/tenant to make sure they have been contacted by those responsible to perform relocation services (if needed). In the event the applicant/tenant has not been contacted, we will notify the responsible party, but this may extend the timeframe to complete the next steps.
- Any challenges in the construction contractor reviewing construction options with the homeowner will be noted by the AECOM team in the PRDOH system, along with confirmation that the meeting eventually takes place. These additional steps may extend the time taken to complete the next steps.

	'18	2019					2020					2021															
	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
	START UP																										
	GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION																										
	INTAKE AND ELIGIBILITY (R3 & HER)																										
	DAMAGE INSPECTIONS (R3)																										
	PROGRAM AWARD COORDINATION (R3 & HER)																										
	PROGRESS INSPECTIONS/PAYMENT REQUESTS																										
	CLOSEOUT (R3 & HER)																										
	HOUSING QUALITY STANDARDS (HQS) INSPECTIONS																										

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TASK 04 (A1&A2)

R3 PROGRESS INSPECTIONS AND PAYMENT REQUESTS

Timely, compassionate and high quality inspections using technology and approaches that leverage our large capacity and operational excellence.

The AECOM team will schedule and conduct periodic inspections to monitor progress on an applicant's project and ensure compliance with federal and local building requirements.

Progress inspections are typically based on the following schedule/milestones:

- Demo/Foundation complete (Initiate Progress Inspection)
- Structure Complete (Initiate Progress Inspection)
- Home Finishes (Initiate Progress Inspection)
- Final/Punch list (Initiate Final Inspection)

During the scheduling process, **the CM will review documentation submitted by the construction/rehabilitation contractor and ensure that the requested progress inspection is warranted.** The requested progress inspection will be recorded in the PRDOH system of record as approved or denied. If denied, a statement documenting the reason for denial will be issued. The CM will then coordinate with the construction contractor and the assigned inspector to schedule a date and time for the progress inspection. Scopes of work, plans and specifications will be reviewed in the provided system prior to visiting the location.

The assigned inspector will have 72 hours from the progress inspection request date to complete the inspection. Each progress inspection will be completed using an inspec-

Highlights

- ⇒ Over the past 5 years, the AECOM team has performed more than 65,000 damage assessments for HUD CDBG-DR and over 3,000,000 FEMA contracts.
- ⇒ Our local subconsultant, Interlink, has been working on the island for over 40 years.

tion checklist that comes preloaded with all construction items that were verified as complete during that inspection. **The inspector will record completed or incomplete items on their tablet during the inspection.**

During our progress inspections, the inspector will visit the site with the contractor where the checklist items will be assessed for overall progress and quality of work. Progress inspections will ensure that all work performed is within the scope, approved plan and specification of the program specified for each homeowner.

The tablet platform that we propose to use during inspections allows inspectors to take photographic evidence of the project's progress that is ultimately recorded into the PRDOH system. **Checklists that are distributed to field tablets will only contain materials and/or equipment that are in compliance with the project's scope, plans and specs.**

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Our damage assessment platform allows the inspectors to take photographic evidence of the project's progress that is ultimately recorded into the system.

Checklists that are distributed to field tablets will contain materials and/or equipment that are in compliance with the project's scope, plans and specs.

After the progress inspection is completed, data from the tablet utilized during inspection is transferred to the PRDOH system. At this point of the process, **QC of the data** is conducted and evaluated. In addition, reports will be certified by a licensed professional engineer or licensed architect.

Completed and certified progress reports are reviewed to support contractor invoicing and statutory compliance. This is done by reviewing and recording the documents while checking that they meet the standards set forth by the CDBG-DR and PRDOH.

When our completeness review of the progress inspection is completed, we will upload the reports to the PRDOH system. The report will include any recommendations of approval for the contractor's payment request and, if it is a final progress inspection, will include a complete performance evaluation of construction. Our team understands the importance

of submitting properly completed funding requests and therefore will assist PRDOH with review and submittal of those requests. **From the first funding request submission through to the last, the AECOM team will track expenditures of CDBG-DR funds used for construction.**

When appropriate, to increase program efficiencies, our team will attempt to coordinate and schedule progress inspections for those applicants that are receiving both HER and R3 benefits. The HER inspection process, requirements and our activities will be according to the progress inspection under R3. We will hold HER progress inspections to the same high standard as R3 progress inspections.

When municipalities have chosen to utilize the option available to them to conduct the progress inspections (under Section 4-A1 of the scope) for the R3 program, our team will coordinate those inspections between the construction/rehabilitation contractor and the local municipalities inspector or inspector representative. Additionally, the progress inspection report will be reviewed by our team for compliance and quality control for adherence to federal regulations, such as Davis Bacon and URA, as well as for overall completeness and adherence to PRDOH program policy.

Following the review of the inspection file, and upon certification that it meets the aforementioned requirements, we will upload the inspection reports and, where appropriate, recommend approval of contractor payment.

J.O

**TASK 04(A1&A2)
DELIVERABLES**

The deliverables for this task are as follows:

- Demo/Foundation Inspection Report
- Structure Inspection Report
- Home Finishes Inspection Report
- Final Inspection Report and Punch List

**TASK 04(A1&A2)
TIMEFRAME**

The timeframe for this task is shown below.

This timeframe will be impacted if municipalities choosing to conduct progress inspections do not provide adequate inspection staff to meet program schedules.

	'18	2019					2020					2021															
	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	

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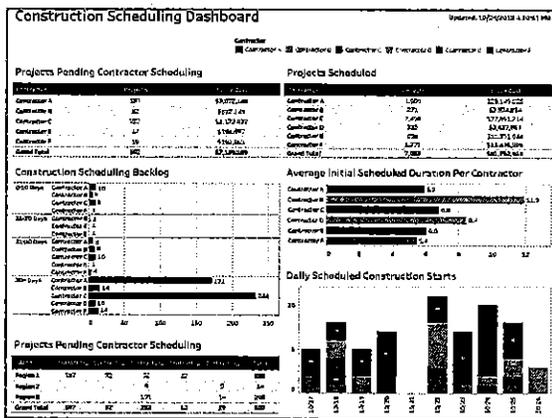
TASK 04(B)

HER PROGRESS INSPECTIONS AND PAYMENT REQUESTS

The AECOM team understands that progress inspection for HER related services are to be coordinated with the general contractor in a manner that allows only one (1) final inspection. In cases where an applicant may participate in both the R3 and the HER Programs, and if an award is made to the applicant under both programs, then no separate HER inspection will be performed.

To reduce applicant inconvenience, our team will make every attempt to plan and schedule progress inspections at the same time where and when feasible for those applicants that are receiving both HER and R3 benefits. All appointments to schedule inspections and other services will be performed through the PRDOH provided system. The HER inspection process, requirements and our activities will largely mirror a progress inspection under R3. We will hold HER progress inspections to the same standard as a R3 progress inspections.

An example of a dashboard tracking construction scheduling is shown below.



Completed and certified inspection reports will be reviewed to support contractor invoicing and statutory compliance. This will be done by reviewing and recording the documents while reviewing that they meet the standards set forth by the CDBG-DR and PRDOH. Checks against the URA will also be required, and our system will flag records that may need special attention.

When our completeness review of the progress inspection is completed, we will submit the reports to PRDOH, any other necessary third-party and the construction/rehabilitation contractor in a timely manner. The intention of this submission is to establish an application for the contractor's progress payment. Additional review of documents to establish appropriate contractor bonding and insurance requirements and support of the Davis-Bacon Act requirements will occur at this point. Similar to the process adopted for R3 Progress Inspections, from the first funding request submission through to the last, the AECOM team will track all expenditures of CDBG-DR funds through the PRDOH provided system.

Efficient and effective progress inspections will help maintain the quality of work performed by the contractors and enable PRDOH to issue payments throughout the construction process, reducing cash flow challenges for contractors and keeping important recovery funds flowing into the local economy.

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TASK 05 (A&B)
R3/HER APPLICATION CLOSEOUT

**Ensuring Program Compliance through the end of the program,
 using tested and proven Application of Quality Control Procedures**

A critical step in file and grant closeout is maintaining compliant and accurate records throughout each applicant's project. As such, **the planning for the file closeout process will begin at the start of the program** with the development of document controls and procedures that will support ongoing file organization. As the first applicants begin to move into their new or repaired homes, the closeout team will undertake procedures for each respective file to uphold compliance as well as provide efficiency throughout the life of the entire program.

Well written SOPs that reflect PRDOH policies and procedures are crucial, from initial start-up to implementation through closeout of this program, to increase efficiency, reduce frustration, and facilitate compliance. As part of program management start-up activities, the AECOM team will develop closeout policies and procedures that include review checklists to be approved by PRDOH. **During on-boarding, program staff will receive closeout training and checklist materials to ensure that the appropriate applicant documentation is collected during the lifecycle of the project rather than waiting for the completion of construction to initiate the closeout process.**

Highlights

- ⇒ Successfully managed closeout of the \$2.8 billion NY Rising CDBG-DR Housing Program
- ⇒ Subject matter experts in compliance related areas
- ⇒ QA/QC of closeout steps

Recommended documentation for the Closeout Checklist to be used by various stakeholders such as construction/rehabilitation contractors and/or installers and suppliers is shown in the **Table 3** on page 32. As documentation is collected and uploaded into the system, the project management team can track and report on the status of closeout activities.

Where necessary, closeout documentation requirements can be modified, and/or additional applicant assistance provided to obtain required documentation. AECOM will verify that expenditures are adequately documented and within contracted amounts. At a minimum, closeout requirements and checklists will ensure compliance with 2 CFR 200 Subpart F, 24 CFR 570.509, CPD Closeout Notices, and DR Closeout Process, as applicable.

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TABLE 3: Recommended documentation for the Closeout Checklist

DELIVERABLES Required Documentation to ensure closeout	R3	HER
Program Application	■	■
Intake Documentation, including but not limited to:	■	■
Primary and/or Co-Applicant Identification (Driver's License, Territory Issued ID, Passport)	■	■
Affidavit of Primary Residency at the time of the storm	■	■
URA Site Survey Form (certifying tenant occupancy status at the time of application)	■	■
Proof of Ownership at the time of the storm (Mortgage Statement, Property Deed, Tax Record or Bill, Homestead Exemption, Insurance Declaration Page, etc.)	■	■
Proof of Occupancy at the time of the storm (Utility or Cable Bill, Credit Card Statement, Pay Stub)	■	■
Proof of Private Insurance at the time of the storm or "No Insurance Certification" Form	■	■
If applicable, Proof of Flood Insurance at the time of the storm or "No Insurance Certification" Form	■	■
Income Information for all adult (over 18) household members (2017 tax returns (1040 Form), Wage Statements/Pay Stubs, Social Security or Disability Statement, Pensions, Zero Income Certification", etc.)	■	■
Applicant Release and Consent Form for Third Party verification of application information	■	■
Construction Cease and Desist Notice Receipt	■	■
Right-of-Entry Form	■	■
HUD "Protect Your Family from Lead" Brochure Receipt	■	■
"PRDOH Appeals/Grievance Procedures" Receipt	■	■
Power of Attorney, if applicable	■	■
National Objective Achieved (LMI or Urgent Need)	■	■
Damage Assessment (R3 Applicants Only) with photos and measurements	■	■
Work Write-Up/Cost Estimate	■	■
Voucher Eligibility Determination	■	■
Duplication of Benefits (DOB) Verification and Analysis	■	■
Approved Tier II clearance	■	■
Lead Based Paint Risk Assessment and signed receipt from applicant (if required)	■	■
Asbestos Testing, Removal, and Disposal (if required).	■	■
Scope of Work	■	■
Notice of Award to Applicant	■	■
Signed Grant Agreement	■	■
Signed Subrogation Agreement	■	■
Pre-Construction Meeting Minutes	■	■
Construction (R3) or Installation (HER) Contract	■	■
Required Permits	■	■
Change Orders	■	■
Notice to Proceed to Proceed to Contractor (R3) /Installer (HER)	■	■
Progress Inspection Reports to document Completed Work	■	■
Contractor (R3) /Installer (HER) Requests for Payment	■	■
Documentation of Payments and Final Award Calculation (R3) or Proof of Payment (HER)	■	■
Release of Liens/Final Bills Affidavit from Contractor	■	■
Green Building Documentation (Energy Star Checklist (Reconstruction Only) or HUD Green Building Retro-Fit Checklist (Rehabilitation).	■	■
Certificate of Occupancy (or equivalent)	■	■
Applicant Acknowledgement of CDBG-DR Assistance	■	■
Flood Insurance Documentation (if required)	■	■
Warranties from Contractor and Warranty Notifications to Applicants	■	■

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**TASK 05(A&B)
DELIVERABLES**

The deliverables for this task are as follows:

- Complete application file
- Closeout Report

**TASK 05(A&B)
TIMEFRAME**

The time frame for this task is shown in the schedule below.

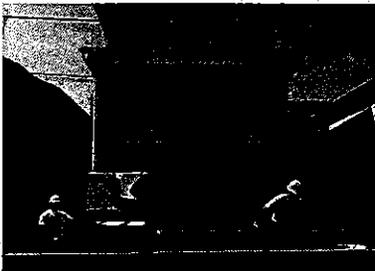
	'18	2019					2020					2021														
	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
START UP																										
GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION																										
INTAKE AND ELIGIBILITY (R3 & HER)																										
DAMAGE INSPECTIONS (R3)																										
PROGRAM AWARD COORDINATION (R3 & HER)																										
PROGRESS INSPECTIONS/PAYMENT REQUESTS																										
CLOSEOUT (R3 & HER)																										
HOUSING QUALITY STANDARDS (HQS) INSPECTIONS																										

⇒ Design with the End in Mind



The AECOM Team:

Developed, implemented and defended closeout packaging and processing on more than \$10B of FEMA and HUD funded projects, including New York, New Jersey, Louisiana, Texas, USVI and North Carolina.



10,000+
closeouts
NY Storm Recovery



7,000+
closeouts ongoing
NJ RREM



5,000+
closeouts ongoing
USVI STEP

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TASK 06

HOUSING QUALITY STANDARDS (HQS) INSPECTIONS

AECOM will apply our call center procedures to efficiently coordinate with the appropriate parties to assess whether or not they meet HUD's "decent, safe and sanitary" requirements.

As stated in the RFP, relocation awardees under the R3 Program applicants will have the option of purchasing an existing home to replace the damaged property. The AECOM team will first schedule an appointment for the inspection with the landlord (if applicable) and a record of the inspection will be saved in the PRDOH provided system. Current HQS regulations consist of 13 key aspects of housing quality, performance requirements, and acceptability criteria to ensure compliance. HQS includes requirements for all housing types, including single and multi-family dwelling units, as well as specific requirements for special housing types such as manufactured homes, congregate housing, single room occupancy, shared housing, and group residences.

We know that HUD has a checklist for HQS Inspections, and AECOM will customize this existing checklist to local conditions based on discussions with PRDOH. Under this task, we will also coordinate an environmental assessment of the home with the environmental consulting firm procured by PRDOH.

Our team of inspectors will check that the inspections meet requirements and valid warranties are documented, retained in the PRDOH provided system, and provided to the applicants.

Highlights

- ➔ Develop HQS Checklist as part of the inspections task
- ➔ Inspectors trained in HUD HQS Inspections
- ➔ Performed more than 50,000 HQS inspections on prior programs.

Our inspectors know the program requirements, HUD HQS, and the current International Residential Codes.

Inspection Checklist U.S. Department of Housing and Urban Development HUD Approval No. 2577-0169 (Rev. 9/20/2012)
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Service, Paperwork Project (0182-0047), Washington, DC 20543.

This collection of information is authorized under Section 504 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the decent & safe housing program.

Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 504 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both tenant and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the decent & safe housing program. HUD may disclose the information to Federal, State and local agencies when essential to civil, criminal, or regulatory investigations and prosecutions, if will not be otherwise disclosed or released because of FOIA, except as permitted or required by law. Failure to provide any of the information may result in denial or suspension of tenancy participation.

Name of Family	Tenant ID Number	Date of Inspection (mm/dd/yyyy)				
Address	Inspector/Inspector(s) ID	Date of Inspection (mm/dd/yyyy)				
Type of Inspection <input type="checkbox"/> Final <input type="checkbox"/> Special <input type="checkbox"/> Retrospective	Date of Last Inspection (mm/dd/yyyy)	PH				
3. General Information Inspected Unit: _____ For Homes (Include Home, City, County, State, Zip): _____		Housing Type (check all that apply) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise, 3-4 Stories, including Garden Apartments <input type="checkbox"/> High Rise, 5 or more stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other				
4. Summary Checklist (On/Off) (To be completed after form has been fully completed) <input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Incomplete		Number of Bedrooms for Purpose of PHA or Payment Contract				
Number of Bedrooms		Number of Sleeping Rooms				
5. Inspection Checklist (On/Off) (To be completed after form has been fully completed)						
Item No.	Item	PH Pass	PH Fail	PH In-Progress	Comments	Final Approval Date (mm/dd/yyyy)
5.1	Living Room					
5.2	Living Room Privacy					
5.3	Bedroom					
5.4	Bedroom Windows					
5.5	Security					
5.6	Window Condition					
5.7	Ceiling Condition					
5.8	Floor Condition					
5.9	Yield Condition					
5.10	Floor Condition					

Previous editions are obsolete. Page 1 of 7 HUD-2008-0048R (02/01) HUD FORM 7425.5

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Inspectors will verify that the home acquired provides value to the program and gives the applicant a home that has an increased likelihood to withstand the next storm and require fewer repairs. An inspection report documenting the findings will be provided to the applicant within 5 days of the HQS inspection and also saved in the PRDOH-provided system.

**TASK 03(A&B)
DELIVERABLES**

The deliverables for this task are as follows:

- Housing Inspection Checklist
- HQS Inspection Report

**TASK 03(A&B)
TIMEFRAME**

The time frame for this task is shown in the schedule below.

	'18	2019					2020					2021															
	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
	START UP																										
	GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION																										
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	CLOSEOUT (R3 & HER)																										
	HOUSING QUALITY STANDARDS (HQS) INSPECTIONS																										

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ADDITIONAL SERVICES

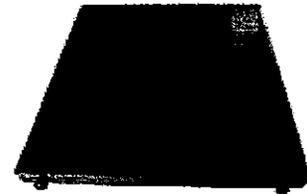
If asked to do so, the AECOM team has a detailed plan in place to quickly set up intake operations for multiple intake centers. We have identified equipment, supplies and services necessary to quickly begin processing applicants into the R3 and HER Programs. The AECOM team has also, as part of the identified Additional Services, identified real estate firms that have a long history appraising home market values in Puerto Rico. **We are confident that we can work with PRDOH to accomplish these two additional service areas if called upon to do so.**

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AECOM can identify innovative solutions to enhance resiliency from impacts to water and electrical systems

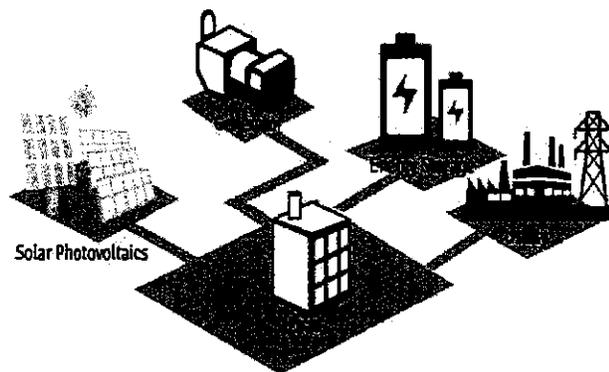
The PRDOH has outlined the Home Energy Resilience Program in the original Action Plan along with an expanded program under the Community Energy and Water Resilience Installations program described in the Action Plan Amendment dated September 21, 2018. Both of these programs offer tremendous opportunities to enhance resilience for local residents. AECOM has identified innovative approaches that could be applied to the program to not only integrate into the R3 program but also look to identify and targeting potential small business candidates for the program to help enhance both their business and overall community resilience.

Solarized Hot Water Heater Applications – Advanced systems can be deployed under the HER program that utilize Category 5 resistant materials that surpass the requirements of the Miami Dade wind test to protect from future major events. These solutions also allow for the elimination of a bulky, expensive storage tank and use the existing water heater tank, making this system ideal for home installations.



Integrated Solar Roof – The R3 program will result in installation of thousands of new roofs across Puerto Rico. Leveraging integrated solar roofing solutions can combine costs associated with roof replacement under the R3 program to implement solar energy solutions and minimal additional cost. One such solution combines the industry optimal Category 5 resistant solar solution with a Category 5 resistant metal roofing technology. The end-result is a functional and environmentally friendly roof system that generates renewable, clean energy even in the harshest environment.

Commercial Nano Grid Applications – An expanded program that includes small business as well provides the opportunity to provide facility level or Nano-Grid solutions that can provide uninterrupted power supply with a seamless transition from the grid in times of outage. These solutions are tremendously valuable in allowing key local businesses to maintain operations for days/weeks/months after an event while normal electric service is disrupted. Allowing businesses such as grocery, hardware, gas stations to continue operations can greatly enhance resilience for nearby residents.



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3 Compliance Plan

Risk Assessment, and Compliance and Monitoring Plans

The evaluation of CDBG-DR programs and early identification of potential risks is key to effectively managing disaster recovery initiatives involving multiple complex programs, sub-recipients with varying capacities, and contracted vendors that have assumed roles involving key internal controls. AECOM team experts have extensive experience in identifying and minimizing risks to, in turn, minimize the possibility of repayment of federal funds. **Led by our compliance and monitoring subject matter expert, Marisa Mason**, our team will provide the following services:

- **Conducting a risk assessment** to determine the level and frequency of compliance and monitoring that should occur for each program.
- **Evaluating areas where key internal controls have been contracted** to vendors or outside agencies to evaluate level of risk and establish monitoring procedures.
- **Developing compliance and monitoring plans** for grantee administered programs, subrecipients and vendors.
- **Recommending mitigation strategies** to avoid or mitigate risk and ensure compliance with HUD regulations based on experience with CDBG-DR programs for housing, infrastructure, and economic development.
- **Developing a tracking system and reporting** for documenting compliance and monitoring initiatives, technical assistance

activities, contract deliverables and performance metrics

If effectively carried out, compliance and monitoring activities can reduce grant recovery and accelerate program close out activities.



Our compliance and monitoring subject matter expert, **Marisa Mason** has more than 12 years of experience, with **specific focus on CDBG-DR funded programs**. As compli-

ance manager, she developed and managed staff, logistical, and administrative close-out of AECOM's Intake and Case Management contract on the **New York City Build it Back program, delivering HUD and CDBG-DR fund compliant files to the client for over 30,000 applicants upon contract close.**

QA/QC Processes

Supplemental to the development of a Compliance and Monitoring Plan, Quality Assurance and **Quality Control (QA/QC) Plans** for CDBG-DR programs are typically developed to meet the requirements of the approved Action Plan and to outline a formal process

to identify potential compliance issues and implement best practices for disaster recovery. **More specifically, the AECOM team has developed comprehensive QA/QC plans and review checklists that have been evaluated**

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and accepted by HUD in previous large and moderate scale disasters.

AECOM can proactively assist PRDOH in complying with program monitoring requirements and:

- **Perform file reviews and use data collected** during the desk review process to improve program processes and procedures.
- **Monitor that programs are operating within the terms of the Action Plan** approved by HUD and program guidelines established by PRDOH.
- **Confirm that program expenditures/draw requests are eligible** based on applicable laws and CDBG regulations.
- **Report exceptions and concerns** to reduce HUD monitoring concerns, findings, and/or repayment.
- **Follow-up with identified compliance issues**, initiate corrective actions, and implement program controls as necessary.

- **Implement continuous process improvement.**
- **Identify opportunities for training and/or re-training** of program staff.
- **Eliminate non-value added policies or processes.**

To achieve these goals and meet federal requirements, QA/QC plans usually contain review protocols and checklists for CDBG-DR programs with the exception of those that are covered by the agency's Compliance and Monitoring Plan. Typical phases of QA/QC review are as follows:

- **Phase 1:** Applicant Eligibility and Benefit Determination Checklist
- **Phase 2:** Post-Construction
- **Phase 3:** Closeout

Upon contract execution, the AECOM team will work with PRDOH to develop QA/QC checklists to ensure compliance with the approved Action Plan and Program Policies and Procedures.



On prior programs like the **Louisiana Shelter at Home Housing Recovery Program**, AECOM technical experts have provided rapid-start orientations for staff and later weekly or bi-weekly training for staff to give them reliable information and the confidence in their decision making process and compliance monitoring.

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4 Complaint Prevention and Resolution

AECOM's goal on CDBG-DR program management is 100% customer satisfaction.

We have developed training methods and issue tracking protocols designed to always aspire to serve the applicants. However, we know that issues can arise in the implementation of these programs. **The key is to quickly identify the issue and present timely, fair resolution options.** The following section outlines our training, performance metrics, and complaint resolution methodology proven to reduce program risk and increase applicant satisfaction.

Training and Performance Metrics

The main goal of the AECOM project management team is to provide exemplary customer service that proactively addresses issues that may arise for applicants during the initial step of their long-term recovery.

To achieve this goal, our call center, case managers and inspectors will undergo extensive training prior to interacting with our customers and other stakeholders. Training and testing of our team members will ensure that they are well versed in program policies, communication protocols and mechanisms to expedite resolution of issues delaying or preventing applicants from receiving program

assistance. The following themes are central to our training program:

- **Providing compassionate customer service** while appropriately managing applicant expectations about eligible program activities and timeframes for assistance.
- **Communication protocols** and proactive methods of escalation.
- **Case management that clearly outlines program options** and a path to recovery for applicants.
- **Consistent interpretation, communication, and application** of program policies and procedures.
- **Methods to proactively identify and resolve** applicant issues through Appeals, Eligibility Exceptions, and Policy Change processes.

Performance Metrics: In addition to the training program, our team will establish, and monitor performance metrics designed to optimize the applicant's experience with PRDOH's programs and minimize the number of issues that may arise due to lack of communication and ineffective issue resolution. **Some examples of customer service metrics that will be established and monitored are as follows:**



The AECOM team has been responsible for intake and eligibility training and QA policy guidance for the USVI CDBG-DR-funded program. **We mobilized approximately 100 local staff to enroll some 10,000 applicants in the STEP Program.**

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- *Call Center/Customer Service Representatives:* Wait times for assistance; length of time to return applicant calls and correspondence; proactive written and oral communication to applicants within prescribed timeframes; timely documentation of applicant interactions in the system of record; customer feedback on customer service interactions.
- *Case Managers:* Length of time to return applicant calls and correspondence; proactive written and oral communication to applicants within prescribed timeframes; timely upload of applicant documentation into the system of record; aging of applicant files at
- *Construction Monitors (Inspectors):* monitoring/inspections within 24 hours of contractor notification; number and types of errors in monitoring/inspection reports; aging of applicant files at each phase of the repair process; timely upload of applicant documentation into the system of record; length of time to resolve warranty claims and issues; customer feedback on construction monitors and quality of work.

Any enhanced training will be proactively conducted to keep staff current with all policies and procedures.

Program staff will be regularly evaluated on their performance and staffing adjustments will be made as necessary and appropriate.

Complaint Resolution

In addition to training and performance metrics designed to proactively minimize applicant issues and complaints, our team will work closely with PRDOH to establish policies and procedures which provide our team with the

tools necessary to streamline review processes and expeditiously resolve applicant issues that do arise during the lifecycle of the programs.

Complaint Resolution Procedures will be outlined in the following documents:

Applicant Communications Outreach Plan:

The AECOM team will work with PRDOH to develop the Applicant Communications and Outreach Plan which is designed to provide guidance to AECOM team members who are communicating on a regular basis with program applicants, contractors, and other service providers. This plan will cover the following:

- Procedures for external and internal communication.
- Methods of acceptable verbal and written communication.
- Professional standards for applicant and contractor interactions.
- Procedures to handle external inquiries (legislative, media, auditors, etc.)
- Protection of Personally Identifiable Information (PII)
- Program Accessibility to Customers with a Disability or Limited English Proficiency (LEP)

Appeals Process: In conjunction with PRDOH, we will establish an Appeals Process.

During intake, applicants will be provided a copy with the appeals process for the program and informed of their rights to appeal a program decision regarding their eligibility or program benefits. In addition to the appeals process, a "Request for Appeals Form" will be provided to applicants should

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they disagree with a program determination. AECOM customer service representatives and case managers will be trained to assist applicants to fill out an appeal form and prepare a response for PRDOH review and approval.

Performance metrics will be established to ensure that appeals are appropriately acknowledged and responded to within prescribed timeframes.

Eligibility and Exceptions Panel: To prevent the bottleneck or aging of applicant files pending eligibility reviews, our team will work closely with PRDOH to implement **Eligibility and Exceptions Procedures.** These procedures will be implemented to provide customer service representatives and

case managers with a process to escalate files and quickly resolve applicant issues when program policies and procedures do not clearly prescribe the methods in which to proceed with an individual applicant’s file due to unique circumstances not requiring a policy or procedural change to the program.

In these unique circumstances, our customer service representatives and case managers will be trained and provided with a “Exception and Eligibility Determination Form.” As identified, individual applicant issues will be presented to and reviewed by the PRDOH Eligibility and Exceptions Review Panel. The Review Panel will discuss each case and decide whether an exception can be made given program requirements and individual circumstances.

Complaint Resolution

Applicant #	Type	Status	Priority	Details
100034	Intake	●	■	Can't come to center
100047	Inspection	●	■	Dog in yard
200013	Appeal	○	■	Questions decision

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If approved, a designated PRDOH representative will sign the form indicating the eligibility decision and the form will be scanned and sent to the assigned AECOM customer service representative or case manager. The form will then be uploaded into the system of record and the decision documented into a Master Log categorizing the eligibility decision.

Policy and Procedural Change Control Processes: In the event AECOM team members begin to identify policies and procedures that are affecting the eligibility and assistance of a larger number of applicants, staff will be trained and empowered to propose changes to existing program policies and procedures. These changes will be memorialized on a CCB form for review and evaluation by PRDOH. This process will assist AECOM and PRDOH staff to proactively identify and resolve policy issues preventing applicants from receiving assistance.

One Year Warranty: As required by the HUD, AECOM will further facilitate customer satisfaction with the R3 and HER programs and the quality of work by ensuring warranty of all material and workmanship for a period of one year from the applicant's acceptance of work to their home.

During the warranty period, AECOM will issue a written warranty notice to the applicant notifying them of the effective and end date of the warranty period. This notice will provide the applicant with a **Warranty Claim Form** if they discover material or workmanship issues within the one year period. Our construction monitors (inspectors) will be responsible for ensuring that written warranty notices

have been received by the applicant and are uploaded into the system of record. A second warranty notice will be issued to the applicant six (6) months from the warranty expiration date to provide them with a final opportunity to resolve any construction related issues.

If a claim is received within the warranty period, AECOM construction monitors (inspectors) will be required to acknowledge receipt of the claim within one (1) business day and evaluate warranty claims within five (5) business days. Upon validation of the warranty claim, the AECOM construction monitor must issue a Work Order to the responsible contractor within twenty-four (24) hours. Warranty performance metrics will be monitored by our team to ensure a high level of customer service and satisfaction from the completion of construction to file closeout .

5 Anticipated Problems and Proposed Solutions

By virtue of our vast CDBG-DR experience over the past 10 years, the AECOM team has identified several issues that are anticipated to require special attention by our team and PRDOH.

The narrative that follows highlights the ones we consider most important and the innovative and proven solutions that we propose to make sure PRDOH's goals are met and funding is maximized. They are summarized in **Table 4**.

TABLE 4: ANTICIPATED PROBLEMS, SOLUTIONS AND BENEFITS

 PROBLEM	 AECOM TEAM SOLUTION	 BENEFIT
1. Logistics/ supply chain/ communications	Technology solutions that facilitate communication and supply/tracking of materials	Reduced risk of schedule slippage and more consistency in delivery
2. Proof of Ownership	Proactive identification and referral of applicants to the Title Clearance Program for limited legal services.	Proven process applied to minimize schedule impact
3. Applicant issues	Very clear and effective case management approach based on proactive, innovative outreach methods	Reduced hardship and fatigue associated with the aftermath of a disaster
4. Qualified Resources – Labor/ Contractors	Immediate capacity to staff program with individuals who have the right credentials and a proven program to recruit, train, test and monitor staff	Empowered Puerto Ricans with the knowledge and expertise to take over management and operation of the program
5. Consistency/ Quality of Work	Standardized systems, policies and procedures employed throughout programs, and training to certify workers on these systems	Enhanced consistency and quality , and more efficient reporting and data tracking.
6. Fraud, Waste and Abuse	Anti-Fraud, Waste and Abuse (AFWA) team currently deployed within the region (USVI) led by former anti-fraud FBI expert	Fraud, waste and abuse prevention , ensuring proper use of funds

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2. Proof of Ownership

 One of the biggest challenges in a CDBG-DR housing program is establishing proof of ownership of a property. In Puerto Rico, this problem is further exacerbated by construction of homes on non-registered land not owned by the applicant.

 The AECOM team will include Arvelo Vázquez, PSC and Vilella-Janeiro, two local MBE/WBE law firms that specialize in property ownership and title issues. They will be available to assist case managers in reviewing ownership issues for low and moderate income applicants who may require remedial and curative title/ownership assistance.

They will rely on processes that have already been designed and are in place in Louisiana, Build it Back in New York and other programs.

Applicants will then be referred to the Title Clearance Program where they will receive limited legal services from a PRDOH approved law firm.

 Our team's lessons learned from the above-mentioned programs and the processes used therein will facilitate the handling of this issue and prevent it from impacting PRDOH's schedule.

3. Applicant issues

 Surviving a disaster is undoubtedly a traumatic experience. Following a disaster event, applicants are exposed to several assistance programs from providers such as the federal government, state funding sources and assistance from non-profit and voluntary organizations. Funding is in most cases limited and not everyone qualifies or receives assistance. Completing an application and providing all the required information can be a time-consuming process. With this background, residents are often tired of applying for another program with no guaranteed outcome.

In addition, it has been our experience, after conducting intake for numerous programs nationwide, that applicants don't always bring in all the necessary documents on the first or subsequent intake meeting with their case manager. This can be due to multiple factors — whether it's the inability to find the needed documentation or a preoccupation with restoring their lives after such an enormous disaster.

 The AECOM team is proposing a very clear and effective case management approach based on proactive outreach. We have found it beneficial to reach out to applicants via phone or email a few days before their intake or subsequent appointments and remind them of all outstanding documentation. Applicants often use this as an opportunity to get further clarification about the program. We propose to follow this method during this procurement.

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Due to the complexity of this program, traditional means of outreach will be supplemented with other, less traditional approaches to more effectively reach the average homeowner, namely, mobile centers used for intake and follow up. We will also work with PRDOH to establish a “boots on the ground” campaign, where trained local staff will join PRDOH at outreach events and enroll as many homeowners as possible. This will be a significant effort requiring strong organization and management; and AECOM is uniquely qualified to perform this key role because based on our lessons learned and the ample resources and relationships at our disposal.

 **This proactive outreach approach will reduce the hardship on applicants and the fatigue associated with the aftermath of a disaster on the scale that Puerto Ricans have suffered in the past year.**



4. Qualified Resources – Labor/Contractors

 **A key issue in a CDBG-DR Housing Program in Puerto Rico is finding an adequate and qualified labor pool, as well as contractor capacity, to effectively perform all the tasks required for the program.**

 **AECOM is the only firm, among those short-listed, that has the immediate capacity to staff this program with individuals who have the right credentials and experience from similar past performances.** We also have a proven program to recruit, train, test and monitor staff. Training is standard practice at AECOM for this type of program and knowledge transfer from the experienced AECOM staff to local staff is integral to our approach. This ensures that there is growth in the local talent pool as well as continuity in service over the long term.

 **Our plan empowers Puerto Ricans with the knowledge and expertise to be able to take over the management and operation of such large projects and programs supported by qualified staffing available locally.**

We have held Job Fairs in Puerto Rico to recruit local workers, and also in the U.S. so as to get U.S. citizens of Puerto Rico back to the island. When we had a Job Fair in December 2017, we were able to find 162 qualified personnel, for various positions out of the 202 that attended it.

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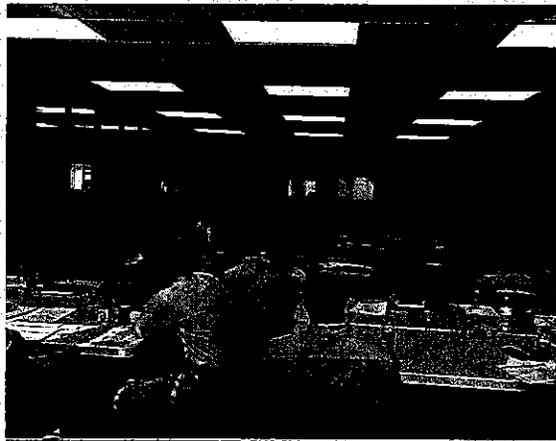
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5. Consistency/Quality of Work

! Lack of consistency in scope and quantity estimates on previous programs have posed challenges for contractors in delivering consistent quality of work for homeowners.

💡 To ensure consistency, AECOM has standardized systems, policies and procedures that are employed throughout programs. We have established training programs for our damage assessors and inspectors to ensure that each is “certified” on these systems, processes and procedures. In addition, our team has implemented tablet-based damage assessment tools to complete damage assessments and progress inspections.

👍 A strong training program along with a standardized platform for damage assessments and progress inspections will ensure enhanced consistency and quality in establishing projects scopes, reduce potential follow up site visits and more efficient reporting and data tracking.



6. Fraud, Waste and Abuse

! Fraud, waste and abuse are always an issue on large-scale disaster recovery programs. They may arise from applicant eligibility, duplication of benefits, contractor misuse of funds and other functions. Risks can be quite substantial when fraud, waste or abuse are not detected and responsibly addressed.

💡 AECOM has a currently deployed Anti-Fraud, Waste and Abuse (AFWA) team within the region — for the USVI housing recovery effort.

Our AFWA team will be led by David Welker, a former anti-fraud FBI expert.



David was the Director of Fraud, Waste, and Abuse for the \$25 billion Deepwater Horizon Economic and Property Trust and the recent USVI Housing Program. With a successful career in law enforcement, and serving as the Special Agent in Charge of the New Orleans Field Office responsible for all FBI operations in Louisiana, his qualifications make him uniquely qualified to lead a process mitigating program fraud and funding loss.

David’s team provides for detection and reporting fraud under a comprehensive SOP and specific polices, including code of conduct, inappropriate content, conflict of interest and an anti-kickback policy. Regular and rigorous analysis of program data and analytical routines assist to proactively identify fraud,

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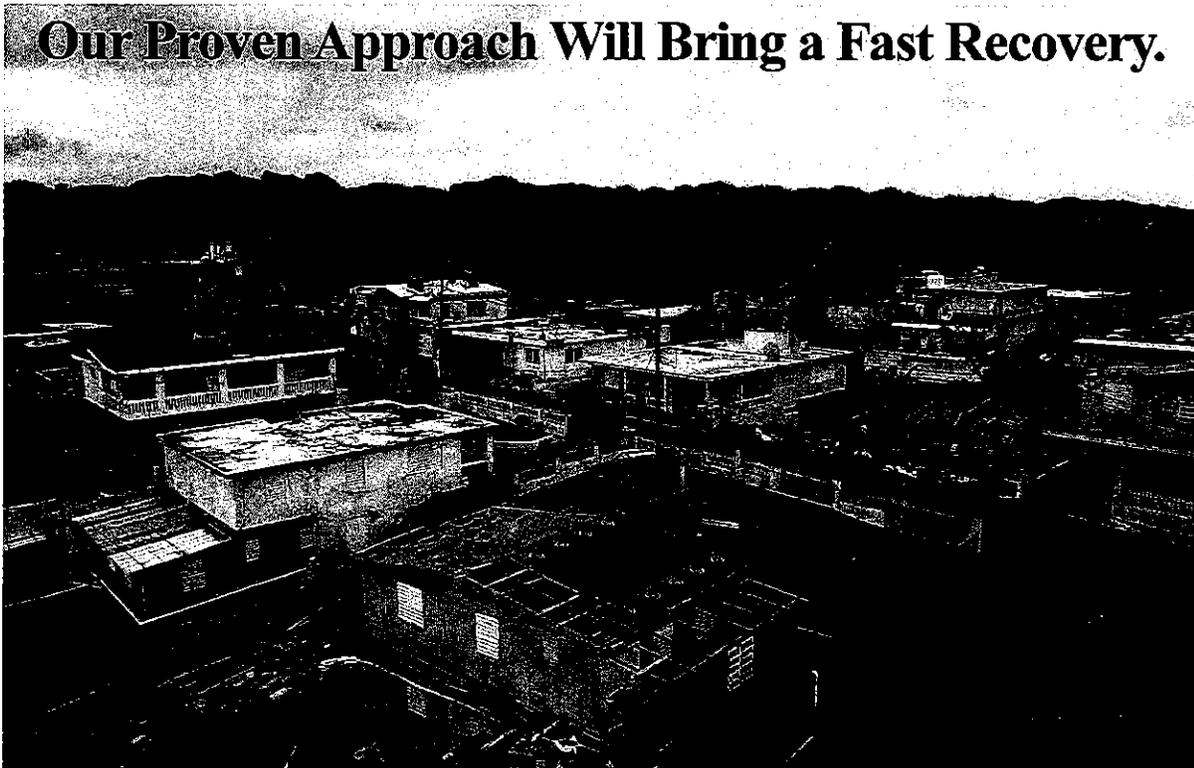
waste and abuse. Our analytical routines are designed to detect issues such as duplicate applications, false filings of eligibility information, potential overpayments, theft, loss or misuse of program equipment, just to name a few. The AFWA team also establishes anonymous telephone and e-mail hotlines to receive inbound tips regarding potential for these behaviors, as well as misconduct by program personnel, contractors and subcontractors. All team findings are delivered to executive management for appropriate decisions in the form of a weekly AFWA report. AFWA teams also establish and maintain strong relationships internally and externally to coordinate certain investigative activities with local police and federal law enforcement agencies (HUD OIG) as necessary. Under David's direction on the USVI program, our team has established strong

relationships with 10-4, United States Attorney's Office (USAO) for the USVI; Department of Homeland Security-Office of Inspector General (DHS-OIG); National Center for Disaster Fraud (NCDF); Federal Bureau of Investigation (FBI) Puerto Rico Division; and the U.S. Secret Service (USSS) (by extension since they currently run the National Center for Disaster Fraud).



With the insight our AFWA team solutions provide into use of government funding, we can help prevent fraud, reduce waste and abuse, and ensure that those funds are used to help eligible applicants repair or replace their homes.

Our Proven Approach Will Bring a Fast Recovery.



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Examples of Past Deliverables



Examples of Past Deliverables

The following are specific examples of deliverables prepared for past projects by the AECOM team.

Intake and Eligibility

- NYC Build it Back Application QC Checklist
- Case Management
- Appeals: Standard Operating Procedure
- Eligibility Review Procedures

Damage Assessments

- Louisiana Shelter at Home Program – Legal Right of Entry and Indemnification Form
- Standard Operation Procedure for DA Field Monitoring

Duplication of Benefits

- Coordination of Benefits Worksheet
- Duplication of Benefits – A Program Approved Reference Guid

Inspections / Reporting

- Storm Recovery in New York State
- GOSR Construction Gantt Chart
- Environmental Program Report
- State QA/QC Final Inspection Complete

Closeout + QA/QC

- Closeout Production Plan
- URS Quality Assurance Plan for NYC Build it Back Program
- Closeout Report – VIHRA Emergency Home Repairs VI

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Imagine It.
Delivered.

Intake and Eligibility

NYC BUILD IT BACK APPLICATION QC CHECK LIST



NYC Build it Back
 NYC Housing Recovery Operations
 250 Broadway, 24th Floor
 New York, NY 10007
 housing@recovery.nyc.gov
 nyc.gov/builditback

DATE: _____

Applicant Name:	COMPLETE: <input type="checkbox"/>	INCOMPLETE: <input type="checkbox"/>
Co-Owner 1.		
Co-Owner 2.		
Co-Owner 3.		
Co-Owner 4.		
Please ensure that all owners are entered in "Home Contacts" in CMS as "Other Owners"		
APP#:		
Schedule Date:		
HRS/Staff Name:		
QC Reviewer Name:		

Proof of Ownership (ONE required)	YES	NO	Scanned
Property Deed			
Other proof of property ownership with Build it Back applicant name(s) verifying ownership (List under comments section)			

Proof of Identity (ONE required for each property owner/co-owner)	Number Provided	YES	NO	Scanned
If there are multiple property owners on deed, each owner must provide proof. Expired documents will be accepted. The number of documents provided should equal the total number of owners.				
Driver's License/State ID				
Passport/Birth Certificate				
Permanent Resident Card				
Military ID				
Other Official State or Federal Photo ID (List under comments section)				

Proof of Citizenship or Qualified Alien Status (ONE required for each property owner/co-owner)	Number Provided	YES	NO	Scanned
If there are multiple property owners, they all must provide proof. The number of documents provided should equal the total number of owners.				
FEMA Award for Individual Housing Assistance (preferred)				
US Passport/Passport Card				
US Birth Certificate				
Certificate of Naturalization				
Certificate of Citizenship				
NY State Enhanced Driver's License (EDL)				
NY State Enhanced Non-Driver Photo ID Card (ENDID)				
If not a US citizen, ONE of the following is required:				
Alien Number				
I-94 Admission Number				

Handwritten signature

Handwritten mark

Proof of Household Income (Required)	YES	NO	Scanned
If applicant(s) owns and lives in residence, both of the following are required:			
F6 – Income Self-Certification Form for household (showing total income for all household members over 18 years of age and living at the residence, and listing the total number of residents including those under 18 years old)			
2012 Tax Return (IRS 1040 or 1040A or 1040EZ Tax Return Long Form for each household member)			
If no 1040, information required for the following sources of income:			
Wages, salaries, tips, etc. (minimum of six (6) consecutive pay stubs)			
Taxable Interest			
Dividends			
Taxable refunds, credits, or offsets of state and local income taxes			
Alimony (or separate maintenance payments) received			
Business income			
Capital gain			
Other gains (or losses) (List under comments section)			
Taxable amount of individual retirement account (IRA) distributions			
Taxable amount of pension and annuity payments			
Rental real estate, royalties, partnerships, S corporations, trusts, etc.			
Farm income (or loss)			
Unemployment compensation payments			
Social Security Income			
Taxable amount of social security benefits			
Other Income (List under comments section)			
If applicant has additional units, one of the following is required for each unit:			
F7 – Income Self-Certification for Tenants (for each tenant in building), or;			
F7 – Income Self Certification for Tenants marked “Refused”			
For Unoccupied units an LMI Agreement, or;			
For Unoccupied unit without an LMI Agreement, an Acknowledgement of 165% AMFI			
Proof of Primary Residency or Year-Round Tenancy (Required)			
Proof of receipt of FEMA housing REPAIR or REPLACEMENT benefits for the damaged property address (preferred)			
Proof of 2012 School Tax Relief (STAR) / 2012 Homestead Exemption			
Government-issued identification issued before October 28, 2012, and expiring on or after October 28, 2012			
2012 Federal Tax Return			
2012 Tax Return Transcript			
Vehicle Registration or Renewal for 2012			
Certificate of Title for Vehicle Issued in 2012			
Receipt of government benefits received for at least one month between September 2012 and May 2013			
Copy of water, electric, or gas bill(s) showing service for the six (6) months prior to October 28, 2012			
Letter from a water, electric, or gas service provider stating that service was provided in the name of the applicant(s) for the six (6) months prior to October 28, 2012			

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Other documentation from a government or commercial source which would tend to evidence that the applicant resided at the address listed on the application on October 28, 2012 as their primary residence			
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Repairs and Expenses (As applicable)	YES	NO	Scanned
F13 – Affidavit of Sandy Expenses (REQUIRED even if there are no expenses)			
Purchase Receipts			
Services Receipts/Invoices			
Temporary Housing and Storage Receipts			
Legal Expenses for Successful Insurance Settlement			
Force Mortgage Payoff			
Contractor Estimated Bills			
Contractor Fraud Complaints			
Other Claimed Expenses (List under comments section)			

Documentation of Other Assistance Received (As applicable)	YES	NO	Scanned
FEMA (registration number, structural damage, and amounts)			
Small Business Administration (SBA loan approved/received, amount, and application number)			
Flood Insurance NFIP			
Homeowner's Insurance declaration page showing insurance in force on October 29, 2012			
Homeowner's Insurance claim documentation for damages resulting on October 29, 2012			
Other Assistance Received (List under comments section)			

Legal and Consent Documents (and who must sign)	Required	YES	NO	Scanned
F1 – Notice of Acknowledgement of limited availability of funding (all owners)	Yes			
F2 – Conflict of Interest Disclosure Form (one for each owner)	Yes			
F3 – Right of Entry Permit (all owners)	Yes			
F4 – Insurance Consent and Release (all owners)	Yes			
F6 – Income Self Certification form for Household (Head of Household only)	Yes			
F7 – Income Self Certification for Tenants (only if they have tenants – signed by tenant)	Yes, if there are tenants			
F8 – Communication Designation Authorization (owner if they want another to receive correspondence on their behalf)	Optional			
F9 – Authorization for Release of Mortgage Loan Information (all owners)	Yes, if there is a mortgage			
F10 – Affidavit of Authority to Bind Corporation (owner authorized to bind corporation – requires notarization)	Only if property is owned by a corporation			
F11 – Affidavit of No Insurance (primary applicant – requires notarization)	Only if owners had an National Flood Insurance Policy, and no additional policy			

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Legal and Consent Documents (and who must sign)	Required	YES	NO	Scanned
F12 – Affidavit of One and the Same Name (owner with different name – requires notarization)	Only if owner's name appears differently on their property records because their name has since changed			
F13 – Affidavit of Sandy Expenses (primary applicant)	Yes, even if no expenses			
F14 – Affidavit of Zero Income (applicants who claim zero income – requires notarization)	Only if applicant(s) claim to have zero income			
F15 – Power of Attorney (requires notarization)	Only if owner(s) wish to be represented by someone else throughout the application process			
F16 – URA Homeowner Acknowledgement (all owners with tenants)	Only if homeowner has tenants			
F17 – Decent, Safe and Sanitary (DSS) Certification (all owners seeking reimbursement for completed repairs)	Only for owners seeking reimbursement for completed repairs			

Comment:

Team Lead

Date

Site Supervisor or Deputy Site Supervisor

Date

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CASE MANAGEMENT

Background:

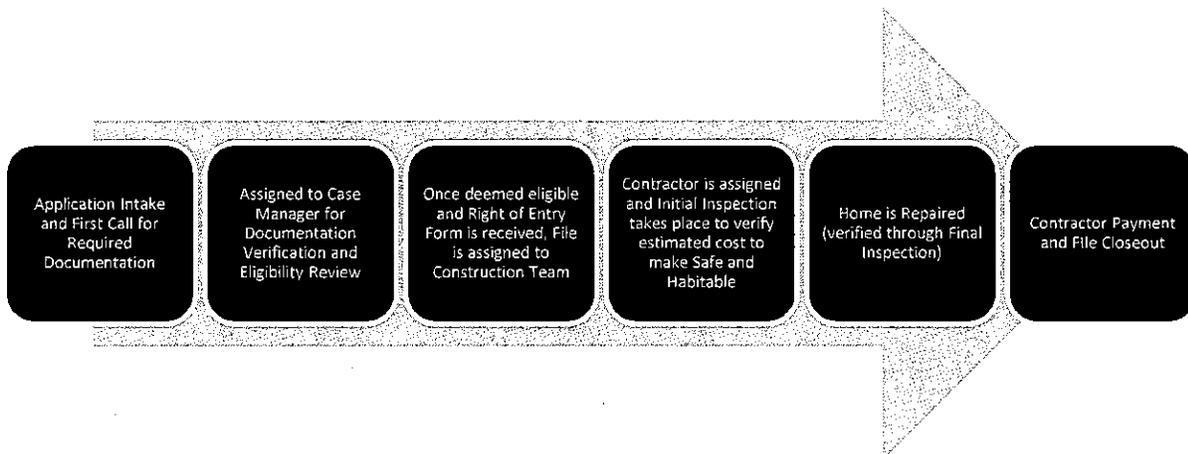
Due to the limited availability of hotels and motels in the affected area, the Transitional Shelter Assistance (TSA) Program is not a viable temporary housing solution. To address the need, FEMA has authorized The Shelter at Home Program (SAP) for the State to perform emergency temporary repairs and power restoration in single-family owner occupied residences. Where safe and practicable, SAP may enable residence to return to or remain in their homes as a form of shelter while permanent repairs are completed, thereby reducing the number of individuals, in shelters or requiring assistance through the TSA. SAP will also return communities to normalcy by allowing schools serving as shelters to open sooner and hastening the pace of overall community recovery.

Case Manager Role:

The role of the Case Manager is to help an applicant work through the process of the Shelter at Home Program. The Case Manager will collect required documentation, establish initial contact with the applicant, answer questions about an applicant's file or project status, determine initial eligibility, provide information to the construction team so the applicant's project can be scheduled for inspection, and create a closeout package once construction has been completed.

Case Managers will be assigned to approximately 100 applicants at all times and will be responsible for providing updates and status to management as required.

Case Manager Process:



Initial Eligibility Determination -

In order to determine initial eligibility, Case Managers must verify and obtain the following information/documentation:

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- Verify the applicant's home is located in one of the 20 declared parishes (Enclosure)
- Obtain Proof of Ownership
- Proof of Primary Residence
- Signed Right of Entry (ROE) form

Documents required to determine initial eligibility include:

Proof of Ownership:

- *Tax Bill (Preferred, Enclosure 2 provides links to parish websites)*
- Structural Insurance
- Official Records – notarized document confirming long-term ownership. An original deed or deed of trust to the property listing the applicant as the legal owner
- Mortgage Payment Book
- Affidavit or Title Number after viewing an official government document verifying the home address and applicant to own the dwelling

Proof of Primary Ownership:

- *Driver's License (Preferred)*
- Utility Bill
- Merchant's statement
- Voter's Registration card
- Employer's Statement

Signed Right of Entry (ROE) form (Enclosure)

Once these documents have been obtained, an applicant can be scheduled for inspection.

Document Collection:

There are currently 5 methods by which a Case Manager can collect documentation from an applicant:

Email - documents@lasahp.com

Fax - 1-800-927-0216

Mail to P.O. Box - LA SAHP Program, PO Box 66097, 4500 Government Street, Baton Rouge, LA 70806

Hand Deliver - 7389 Florida Boulevard, Baton Rouge, LA 70806

Inspectors may collect documentation from applicant when applicable

Case Management Database:TBD

File Management:

Before initial contact with the applicant, the Case Manager will create a file, specific to the applicant, to store all documentation associated with the applicant's project.

All files will be saved using the following naming convention:

LASAHXXXXXX_LASTNAME_DOC TYPE

Document Types:

- OWN - Proof of Ownership
- RES - Proof of Primary Residency
- ROE - Right of Entry
- FI - Proof of Flood Insurance or Certification of NO Flood Insurance
- Photos - Photos of Damage
- SOW - Scope of Work Performed on the Structure
- POP - Proof of Payment (Invoices, Cancelled Checks, etc.)

The Case Manager will first attempt to collect the tax document online (this will ease the burden of documentation provided by the applicant and will speed along the processing of the applicants project).

If the tax document cannot be collected online, then the Case Manager must collect one of the approved documents listed above to determine Proof of Ownership.

In addition to the tax document, the Case Manager will check the share drive and the documents email box to check for previously submitted documentation.

Once the above documents are obtained, the Case Manager will make initial contact with the applicant.

Initial Contact:

CM: Good morning my name is (NAME) calling from the Louisiana Shelter at Home Program, I am your Case Manager that has been assigned to help you complete your project. I would like to give you my contact information in case we get disconnected (If the applicant has the ability to take your name, phone number, and email address, give it to them at this time).

Once the Case Manager has established initial contact with the applicant, it is very likely that the applicant may have additional questions about the program. Some of the



questions they may ask are listed below. The Case Manager should only answer questions which they are sure of the answer, if the Case Manager is unsure of an answer, they should ask a supervisor.

Answers to Common Questions:

I already submitted a FEMA application. Is that the same thing? **No, your FEMA application is separate from the Louisiana Shelter at Home Program**

Am I eligible? **A case manager will work with you on your file and eligibility determination.**

When will I hear back? **I do not have a good timeframe to provide, but we are processing all applications in the order they are received.**

How do I qualify?

- **Be in one of the 20 declared parishes (refer to list)**
- **An inspector will determine if your home can be made safe and habitable with a cost of not more than 15,000.**
- **Must own the property**
- **Must be your primary residence**
- **Other site-specific requirements as noted in the FEMA guidelines**

If I don't qualify, what are my options? **Apply for temporary housing assistance via through FEMA online at www.DisasterAssistance.gov or 1-800-621-3362**

Calls to ask about their status, requests for confirmation that application was received, or calls to see if their documents were received - **the assigned Case Manager will contact the applicants in the order their application was received. We don't have the ability to do that in the call center.**

If applicant calls to update their application – **let them know they can do that with their case manager during the documentation/eligibility review process**

Are duplexes eligible? - **Yes.**

Are Mobile Homes or Trailers eligible – **Not at this time, but mobile homes with a permanent addition will be considered on a case by case basis.**

If they would like a FEMA trailer – **let them know this is an alternative for the FEMA trailer, but they can reach out to www.disasterassistance.gov and apply online if they would like to proceed with applying for a FEMA trailer.**

What documentation do I need to provide? **Refer to the Required Documentation list from the FEMA guidance.**



We are getting some instances where we get all the way to the end of the application and find out that the property is a rental. Make sure you ask if they will be able to provide proof of ownership AND proof of residency early in the application process.

Once all documentation has been collected and the applicant has been determined to be initially eligible, the Case Manager will mark the file as "Eligible" in the Case Management database. At this point, the applicants file will transition to the inspection team to perform the necessary inspection and schedule construction. When construction has completed, the file will then be transferred back to the Case Manager for creation of the Closeout Package.

Closeout:

Upon completion of construction, the file will transition back to the Case Manager for creation of the closeout package. The closeout package will include:

- Owner/occupant's name and address
- FEMA Individual Assistance registration number, if applicable
- Signed Right of Entry form
- Flood Insurance policy or certification of no flood insurance
- Photos of damage
- Damage description and scope of work required
- Work orders for each property describing costs and specific work performed at the property (i.e. debris removal, dry wall removal, installation of air conditioning units, etc...). Start and stop dates of work must be included.

Closeout packages must be submitted to the state within **90 days** of completion of work at final property address.

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ATTACHMENT V FEMA GUIDANCE

U.S. Department of Homeland Security
Washington, DC 20472



FEMA

August 22, 2016

MEMORANDUM FOR: Gerald Stolar
Federal Coordinating Officer
FEMA-4277-DR-LA

FROM: Alex Amparo 
Assistant Administrator
Recovery Directorate

SUBJECT: Sheltering and Temporary Essential Power (STEP)
Pilot Program Guidance for FEMA-4277-DR-LA

Today I am issuing the attached Sheltering and Temporary Essential Power (STEP) Pilot Program guidance for FEMA-4277-DR-LA. This Pilot is an innovative approach to addressing imminent threats to life, public health and safety in the aftermath of the recent catastrophic flooding in Louisiana. STEP will enable the State to implement a program, as part of their broader transitional sheltering plan, to help survivors shelter in their own homes, when safe and appropriate. This will reduce the demand for congregate and transitional sheltering assistance by allowing survivors to remain in their communities and keep the fabric of existing communities intact, helping schools to re-open more quickly and hastening the pace of community recovery.

The torrential rainfall and historic flooding beginning August 11, 2016, and which continues, in Louisiana has damaged or destroyed more than 156,000 residences based on FEMA Geospatial assessment and analysis, displacing residents and overwhelming sheltering and temporary housing resources in the affected area. Major flooding and moderate flooding is expected to continue for the next several days. In addition to the flooding, the weather, as is to be expected in the Gulf Coast this time of year, is hot and humid, which heightens the need for quick power restoration in affected homes.

FEMA previously authorized a STEP Pilot Program in 2012-2013 in response to Hurricane Sandy. While STEP for FEMA-4277-DR-LA utilizes the same authority and is aimed at a similar purpose as in Hurricane Sandy, we have altered certain aspects based upon lessons learned and tailored the program for the unique circumstances of this event. Changes include: restricted categories of work specific to work necessary and appropriate for this event, restriction to single family owner occupied residential properties, and the provision that only the State will undertake or contract for the necessary work.

As with any FEMA-funded program, costs must be reasonable, and in this case, costs for this program are capped, with minimal exception to address issues related to access and functional needs, at \$15,000 per residence to include necessary equipment, materials, and labor.

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I understand that the State is actively developing a program that will operate within the parameters established in the attached STEP guidance for DR-4277-LA. Based on lessons learned from implementation of STEP in response to Hurricane Sandy in New York, provision of documentation required for determining eligibility and for closeout, as detailed Section VII.K. of the attached guidance, will be key to ensure the success. Close coordination and communication with the State on these matters will be vital to success. Please continue to work closely with the State as they finalize and implement their program.

If you have questions about this guidance, please contact me or have your staff contact Howard Stronach at 202-646-3683.

Attachment: *Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance, August 22, 2016*

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RECOVERY PROGRAM GUIDANCE

I. TITLE: Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA-4277-DR-LA

II. DATE: August 22, 2016

III. PURPOSE:

Torrential rainfall and flooding beginning August 11, 2016 and continuing in Louisiana has damaged or destroyed more than 156,000 residences displacing residents and overwhelming sheltering and temporary housing resources in the affected area. Due to the limited availability of hotels and motels in the affected area, the Transitional Shelter Assistance (TSA) Program is not a viable temporary housing solution for most survivors. To address this need, FEMA is authorizing Public Assistance funding under Section 403 of the Stafford Act for a Sheltering and Temporary Essential Power (STEP) Pilot Program for the State to perform emergency temporary repairs and power restoration in single-family owner occupied residences. Where safe and practicable, STEP may enable residents to return to or remain in their homes as a form of shelter while permanent repairs are completed, thereby reducing the number of individuals in congregate shelters or requiring assistance through the Transitional Shelter Assistance (TSA) Program. STEP will also return survivors and communities to normalcy by allowing schools serving as shelters to open sooner and hastening the pace of overall community recovery.

IV. OBJECTIVES:

- A. STEP is intended to save lives, to protect public health and safety, and to protect property. It is also meant to minimize the disruption of the normal functioning of communities by enabling the State to help community members shelter in their own homes, when safe and appropriate. STEP is intended to reduce the continued need for congregate sheltering and Transitional Shelter Assistance.
- B. At the request of the State, FEMA will deliver the STEP program through reimbursement to the State. The State intends to perform or contract for the performance of authorized emergency protective measures. Individual residential property owners are not eligible for reimbursement under STEP.

V. SCOPE AND AUDIENCE: This policy is intended to guide all FEMA personnel responsible for providing STEP assistance.

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RECOVERY PROGRAM GUIDANCE

VI. AUTHORITY: Section 403, 42 U.S.C. 5170b(a)(3)(B) and (I), and 5170b(a)(4) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.

VII. POLICY:

- A. STEP is for single family owner-occupied residential properties only, to include duplexes and townhomes. Other types of owner occupied residences may only be approved by the Regional Administrator on a case by case basis and supported by written justification by the State to include feasibility and cost effectiveness. Commonly owned areas, structures, or equipment are not eligible for removal, maintenance, repair, or replacement under this program.
- B. The Governor's Authorized Representative (GAR) must submit a written request for STEP to the FCO as soon as possible and not later than by September 1, 2016 and, in that request, designate the areas requested for STEP.
- C. The written request will include the State's findings that 1) there exists an immediate threat to lives, public health and safety, and that emergency measures taken through this program are necessary to cope with this threat; and 2) that it has legal responsibility to undertake the proposed actions in response to this threat.
- D. Within 30 days of receiving approval from the Federal Coordinating Officer (FCO) to execute STEP, the State must obtain a Right of Entry (ROE) from each property owner on a form approved by FEMA. At the FCO's discretion, the time period to obtain ROEs may be extended for an additional 30 days. The ROE allows FEMA, the State, or authorized contractors and representatives, access to the property. STEP work will not be initiated on a property without the submission of a ROE. All STEP work must be completed within 60 days after receipt of the ROE. The FCO may approve extensions subject to the project performance deadlines at 44 CFR 206.204(c)(1). *JGE*
- E. Starting no later than 14 calendar days after the State begins executing temporary emergency repair work under the STEP, the State must provide a daily electronic report to include the aggregate number of ROEs obtained; number of properties where work is initiated; and number of properties complete. On a weekly basis, the State must provide an electronic report with the following information on residences that receive assistance under STEP: property owner's name, address, and FEMA registration number (if applicable—some residences receiving assistance under STEP may not have applied for FEMA Individuals and Households Program (IHP)). The report must also detail the

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FEMA RECOVERY PROGRAM GUIDANCE

following for each property: when the signed ROE was obtained; when work was initiated; and when work was completed. The FCO will establish format, data fields, and transmission method for the electronic reports. Changes to the reporting requirements will be mutually agreed upon by the FCO and SCO.

- F. FEMA makes no warranties of any sort for any assessments or temporary work undertaken pursuant to this program.
- G. Eligible temporary emergency repair measures will be capped at \$15,000. Any temporary emergency repairs must be reasonable, necessary, and low cost options to make the home safe for sheltering purposes. If a home cannot be made safe and habitable for shelter purposes for less than \$15,000, that property is not eligible for STEP assistance. The FCO may only waive the \$15,000 cap on a case by case basis and after the State's demonstration of increased costs associated with work necessary to make a home safe and habitable for shelter purposes for owner-occupants with access and functional needs.

All temporary emergency repairs must comply with local, State, and federal codes and may include:

- a. Removal of debris to curbside including damaged drywall, flooring, carpeting, ceilings, doors, insulation, fixtures and cabinets and other unsalvageable contents;
- b. Cleaning and sanitizing interior of residence to include ductwork;
- c. Ensure one useable bathroom vanity, sink, toilet, and tank;
- d. Drywall replacement only to safely cover electrical shelter-in-place repairs;
- e. Repair or replacement of nonfunctioning interior/exterior doors;
- f. Remove and/or install floor covering;
- g. Inspection, cleaning, repair or demolition and replacement of damaged circuit breakers, panel boxes, electrical conduit, service cables, outlets, switches, and receptacles;
- h. Cleaning, testing and minor repair of furnaces, baseboard heaters or central air conditioning. Window air conditioning units may be provided in lieu of repair of central air conditioning. Temporary baseboard heaters may be provided in lieu of repairing furnaces.
- i. Repair or replace damaged window air conditioning unit(s);
- j. Repair or replace damaged water heaters. Replacement water heaters will be the minimum necessary capacity, but water heaters of similar capacity may be utilized when cost effective;
- k. Weatherproofing to include temporary roof, wall, and window repairs;

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- l. Minor repairs to interior or exterior to provide safe access (e.g. stairs, ramps) and living environment;
 - m. Asbestos and lead assessment and abatement necessary to make repairs (not pre-existing paint and soldered plumbing fixtures);
 - n. Inspect, test and repair of natural gas lines, valves, and pipes;
 - o. Well decontamination if only source of potable water;
 - p. Inspect and minor repair of plumbing, and sewer or septic components and connections to ensure a safe and sanitary living environment;
 - q. Access and functional needs items impacted which were pre-disaster owned and damaged as a result of the event.
 - r. Mini-fridges for doctor prescribed medical needs
- H. Any inspections for code compliance or safety necessary to accomplish work eligible under this program are also eligible for funding and not subject to the \$15,000 per property cap.
- I. Project management and oversight activities and State direct administrative costs are eligible and not subject to the \$15,000 per property cap. Project management activities may include a call center to register impacted home owners, inspections, data and document collection, auditing of contractor documentation, outreach, contract monitoring and administration, quality assurance and quality control, and reporting.
- J. **Implementing the Program.**

The State will identify residences potentially appropriate for STEP. To be appropriate for STEP, a residence must:

- 1. Be located within the geographic area established by the GAR in the STEP request
- 2. Be structurally sound, such that authorized temporary emergency repairs can be safely made, and with no impediments blocking access to the dwelling; and
- 3. Be reasonably able to serve as a suitable shelter upon completion of the temporary emergency repairs authorized under this program.

K. **State Requirements.**

- 1. The State will submit a formal request for approval of STEP.

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2. The State or its contractors will perform all project management activities to include oversight and monitoring of damage assessments, repair work, code compliance, safety inspections, and ensure occupancy requirements are met for all properties.
3. The State or its contractors will obtain a signed ROE agreement, within the timeframe established above, from each residential property owner for the type of work to be performed.
4. The State is responsible for obtaining, accelerating and facilitating the issuance of any and all permits required to complete the eligible work and will arrange, accelerate, facilitate any and all inspections required by State or municipal law, and obtain clearance for temporary occupancy for each property.
5. The State will ensure the owner recognizes and certifies their understanding that participation in STEP will make a FEMA IHP applicant ineligible for further TSA assistance, if authorized, or subsequent lodging expense reimbursement once emergency temporary repairs are complete and the residence is cleared for occupancy.
6. The State must comply with the Federal procurement standards under grants in 2 CFR 200.317-326. The State will provide FEMA the opportunity to review the procurement plan to provide for this work.
7. The State, or its contractors, will obtain documentation to verify primary residence and ownership as follows:
 - a. Primary Residence
 - i. Utility Bill
 - ii. Merchant's statement
 - iii. Driver's License
 - iv. Voter's Registration card, or
 - v. Employer's Statement, such as a wage or earnings statement, AND
 - b. Home Ownership Verification
 - i. Structural Insurance
 - ii. Tax Bill
 - iii. Official's Records - notarized document confirming long-term ownership. An original deed or deed of trust to the property,

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listing the applicant as the legal owner.

- iv. Mortgage Payment Book
- v. Affidavit, or
- vi. Title Number after viewing an official government document verifying the home address and applicant to own the dwelling

8. The State will submit to FEMA (frequency and means of transmission to be established by the FCO) the supporting documentation below for each property to include:

- a. Owner/occupant's name and address
- b. FEMA Individual Assistance registration number, if applicable
- c. Right of entry
- d. Flood insurance policy or certification of no flood insurance
- e. Photos of damage
- f. Damage description and scope of work required
- g. Work orders for each property describing costs and specific work performed at the property (i.e. debris removal, dry wall removal, installation of air conditioning units, etc.). Start and stop dates of work must be included.

9. The State will submit project for closeout within 120 days of completion of work at final property address.

L. Effect on Other Assistance.

1. STEP assistance is generally temporary in nature and is an emergency protective measure; therefore, STEP emergency protective measures do not affect a FEMA IHP applicant's eligibility for financial assistance, repair, replacement, or permanent or semi-permanent housing construction assistance under section 408 of the Stafford Act and its implementing regulations.
2. Participation in STEP will make a FEMA IHP applicant ineligible for further TSA assistance, if authorized, or subsequent lodging expense reimbursement once emergency temporary repairs are completed.

M. Removal of debris off of a property and beyond the public right-of-way is not covered under STEP. For information on debris removal from private property see FEMA's Public Assistance Program and Policy Guide dated January 1, 2016.

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FEMA

August 23, 2016

MEMORANDUM FOR: Gerard Stolar
Federal Coordinating Officer
FEMA-4277-DR-LA

FROM: Alex Amparo *Alex Amparo*
Assistant Administrator
Recovery Directorate

SUBJECT: Amendment #1 to Sheltering and Temporary Essential Power (STEP)
Pilot Program Guidance for FEMA-4277-DR-LA

I am hereby amending the Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4277-DR-LA, issued August 22, 2016 to add the following additional eligible item under section VII.G:

- s. Minimal cooking and refrigeration appliances necessary for shelter-in-place (not to exceed \$500 combined).

If you have questions about this guidance, please contact me or have your staff contact Howard Stronach at 202-646-3683.

Attachment: *Amendment #1 to Sheltering and Temporary Essential Power (STEP)
Pilot Program Guidance for FEMA-4277-DR-LA*

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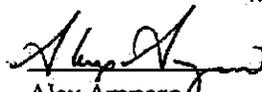


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RECOVERY PROGRAM GUIDANCE

Amendment

- I. TITLE: Amendment #1 to Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA-4277-DR-LA
- II. DATE: August 23, 2016
- III. AMENDMENT: Section VII.G is amended by adding the following at the end:
 - s. Minimal cooking and refrigeration appliances necessary for shelter-in-place (not to exceed \$500 combined).

 8/23/16
Alex Amparo Date
Assistant Administrator
Recovery Directorate

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FEMA RECOVERY PROGRAM GUIDANCE

VIII. ATTACHMENTS:

Right of Entry (ROE) Sample Form. The State will provide a finalized ROE for FEMA approval prior to execution of STEP.

IX. ORIGINATING OFFICE: Recovery Directorate.

X. REVIEW DATE: This policy is in effect from the date in paragraph II above for these events.

 8/22/16
Date

Alex Amparo
Assistant Administrator
Recovery Directorate



Affected 20 Parishes

Acadia
Ascension
Avoyelles
East Baton Rouge
East Feliciana
Evangeline
Iberia
Iberville
Jefferson Davis
Lafayette
Livingston
Pointe Coupee
St. Helena
St. Landry
St. Martin
St. Tammany
Tangipahoa
Vermillion
Washington
West Feliciana

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Tax Assessors Links:

<http://vermillionassessor.org/Search> - Vermillion

<http://atlas.geoportalmaps.com/avoyelles> - Avoyelles

<http://www.acadiaassessor.org/search> - Acadia

<http://www.efassessor.com/SearchForm.aspx> - East Feliciana

<http://washingtonparishassessor.org/SiteDisclaimer.aspx> - Washington

<http://www.ibervilleassessor.org/Search> - Iberville

<http://www.jeffdavisassessor.org/> - Jefferson Davis

<http://www.lafayetteassessor.com/PropertySearch.cfm> - Lafayette

<http://www.livingstonassessor.com/> - Livingston

<http://ptcoupeeassessor.com/assessments> - Point Coupee

<http://www.stlandryassessor.org/Search> - St. Landry

http://www.s120464627.onlinehome.us/Assmt_list.asp - St Martin

<http://www.stassessor.org/property-search> - St. Tammany

<http://www.tangiassessor.com/tangi-assessment-search.html> - Tangipahoa

<http://wfassessor.com/tools/search-tax> West Feliciana

<http://www.ebrpa.org/pagedisplay.asp?p1=1503> - East Baton Rouge

There are currently no links for Evangeline and St. Helena

Jose

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Appeals: Standard Operating Procedure

1. Overview

During the Clarification process the Program will thoroughly review an applicant's file and any additional material submitted. At the end of the Clarification review the applicant will receive a Clarification Determination Letter (CLDF), which will inform them if the original Program determination has been modified. If the Clarification was based upon an award calculation the applicant will receive a new Award Table showing the current calculation. The applicant will be asked by their Case Representative to review the Clarification Determination and indicate their agreement or disagreement with the CLDF.

- Applicants previously would need to sign their CLDF indicating if they agree or disagree within 30 days.
 - If they agreed, they waived their right to appeal.
 - If they disagreed, they had 60 days to appeal.

An Appeal is a formal and final review of the file by a team of NY Rising Housing Recovery officials, including legal representation that includes all previously submitted documents and any additional information submitted by an applicant. The applicant must contact their Customer Representative or other NY Rising Representative to obtain an Appeal form. The Appeal Form is completed and submitted to the following email: housingappeals@stormrecovery.ny.gov. Customer Service Representatives (CSRs) can submit the appeals form for an applicant who does not have access to e-mail.

If more than 60 days are needed to file the Appeal, an applicant may request an extension of the 60 day Appeal deadline by filling out an Appeals Deadline Extension Form obtained from the CSR. This form will need to be signed and returned within the original 60 day deadline, then approved by the Appeals Case Manager to extend the deadline for 60 days. Additional extensions may be requested in the same manner, but approval is at the discretion of the Program.

After the Appeals Team has reviewed the case, the applicant will receive a letter stating the final determination of the Appeal. All Appeal determinations are final.

2. Start of an Appeal

The appeals process begins when a homeowner receives the results from a clarification, disagrees with the findings from the Clarification Determination Form (CLDF), and signs and submits an appeal form within 60 days of the CLDF being issued.

3. Receiving Appeals through the Housing Appeals Inbox

The appeals inbox will be reviewed daily and ALL appeals must be entered into the appropriate category in IntelliGrants and OnBase within one business day.

Appeals: Standard Operating Procedure

The Appeals Case Manager will open each e-mail received and review for validity by verifying that the appeal request is within 60 days of the associated CLDF or that a deadline extension form was completed.

A signed extension form must be approved by the Appeals Case Manager. The applicant or the Case Management CSR submits the completed form to the housing appeal inbox.

The Appeals Case Manager will evaluate the Appeal and identify as being in one of six possible categories (Valid, Premature, Invalid, More Information Needed, Verified – Invalid, and Withdrawn) dependent on the following criteria in IntelliGrants:

3.1. Valid Appeal Criteria

- The Appeal form is completed and signed by the applicant.
 - All Applicant and Customer Representative fields are completed
- The Appeal must be tied to a valid clarification determination issued within 60 days prior to the Appeal Form submission.
- The Appeal is for one issue only or, if for multiple issues, each issue is related to a declined clarification determination and is clearly delineated in the appeal request.
NOTE: If appeal is for multiple unrelated issues, each issue will be treated as a separate appeal. An exception to this would be if the applicant had multiple eligibility issues.

3.2. Premature Appeal Criteria

- The Appeal form is completed correctly and signed by the applicant.
 - The applicant has indicated that they want to appeal their Clarification Determination, but the applicant has not yet submitted an Appeal Form.
 - The Appeal is not associated with a valid clarification or clarification determination. The applicant submits an appeal form for an issue that has not gone through the clarification process.
 - In these cases a clarification will be created to address the applicant's concern. Pending the clarification determination and the applicant's rejection of the determination this appeal will transition to valid.
 - If the applicant agrees with the CLDF they can submit the Appeal Withdrawal Form and the appeal will transition to withdrawn.
- The Appeal will remain in that status until the Case Manager changes the "Validation" drop down to one of the other selectable values.

3.3. Invalid Appeal or Verified – Invalid Criteria

- This status only exists in OnBase
- The Appeal form is NOT completed and signed correctly i.e. signed by the actual applicant and/or POA, OR



Appeals: Standard Operating Procedure

- The applicant is attempting to appeal a federal program guideline or other issue that we cannot address (e.g. the applicant believes that they deserve more money from the program). When the applicant is unhappy with their award but their DOB and scope is correct.

3.4. More Information Needed

- Applicant submitted Appeal statement in an email but did not submit an Appeal form. Applicant will be requested to submit an Appeal Form via their Customer Representative.
- Applicant submitted an incomplete Appeal Form. Applicant will be contacted via their Customer Representative to complete the form.
- Applicant submitted an Appeal Form, but intent/ nature of the appeal on the form is not clear.
- Applicant needs to provide new documentation or additional documentation since the Clarification was created.

3.5. Withdrawn – Voluntary or Involuntary

- For cases where the appeal request is unclear or so vague that it can't be investigated (only mature appeals requests raise to this level.)
- Appeals that have been requested to be withdrawn by the applicant and submitted written request (via e-mail or appeal withdrawal form).
- For cases where the appeal request is clear, but additional information is needed to investigate but the applicant is non responsive.

Applicants with Appeals that fall within the 'Premature' or 'Invalid' category will be contacted within seven business days via e-mail and/or phone call to be notified of the additional information needed and/or additional action (opening a clarification) being taken of their behalf.

The Appeals Case Manager will contact the CR to choose one course of action from the following:

- CR to provide e-mail and make phone call to applicant;
- CR to allow Appeals Case Manager to e-mail and make phone call to applicant;
- CR and Appeals Case Manager to jointly provide e-mail and make phone call to applicant.

Bob

4. Adding a New Appeal in IntelliGrants

4.1. Adding the Appeal

- Appeals Case Manager will log into IntelliGrants and select the Appeals Page. CR's can also do this but only can populate the following fields; date appeal letter

Appeals: Standard Operating Procedure

received, associated clarification, reason for appeal. Note: You can add additional appeals after saving the first appeal.

4.2. Uploading/Entering Relevant Information in IntelliGrants on Appeal page

- Update the following fields on the Appeal page:
 - Date Appeal Letter Received;
 - Associated Clarification-if applicable (if Premature this may be blank);
 - Reason for Appeal;
 - Current Status;
 - Appeal Review Comments.
- Upload the Appeal Form and supporting documentation (if provided by the applicant at this time)

5. Adding a New Appeal in OnBase

Please refer to the "OnBase Appeals Walkthrough" for a step-by-step walkthrough associated with this document for screenshots and more detailed instructions.

5.1. Adding the Appeal

- Appeals Case Manager will log into OnBase, select the Appeals program filter, and then select "New Appeal."
- Associate the appeal with an applicant by entering the Applicant ID.
- Associate the new appeal to the appropriate clarification. The clarifications associated with the applicant will already be populated into the OnBase system. If there are multiple clarifications you must select the correct one to connect to this appeal. There can only be one appeal per clarification.
 - In instances where no clarification exists, refer to premature or invalid appeal types.
- To ensure duplicates are not made there is a check box reminder. OnBase requires this box to be checked to move forward.
- Make sure the CLDF fields are populated (this should happen automatically for most of the fields).
- The Appeals Case Manager must update the CLDF declined date.
 - For older CLDF's this will be a real date.
 - For new CLDF's this will be the appeal form signed date.

5.2. Uploading/Entering Relevant Information in OnBase

- Update the assigned Appeal Case Manager as needed
 - Case Management Case Manager
 - Construction Appeal Case Manager
- Update Appeal Received Date. (This is commonly the CLDF declined date)
 - When the Appeal form was submitted to the inbox

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Appeals: Standard Operating Procedure

- When the Appeal was rejected
- Populate the “Clarification Findings” and “Effective Policy” fields. This information will come from the CLDF and the clarification page in IntelliGrants. Do not generalize Clarification Findings. Please elaborate where possible so the Appeals Committee can resolve the issue in its entirety.

5.3. Populating the Appropriate Fields in OnBase (OnBase Appeal Process and User Guide - see appendix)

- Upload all Necessary Documentation:
 - The Formal State Appeals Form received via e-mail
 - The e-mail received from the applicant requesting the Appeal (in PDF format)
 - The original clarification being appealed:
 - Clarification Request (from IntelliGrants, not always present);
 - Clarification Determination Letter and Award Calculation Table;
 - The declined CLDF signed by the applicant
 - A declined CLDF is not always present) Current CLDF’s are not required to be signed or declined.
 - Any optional documentation needed to process the appeal
 - 3rd party responses to inquiries;
 - Governmental data sets ;
 - All relevant emails or notes related to the clarification determination;
 - Applicant supplied documents provided with the clarification if pertinent to the appeal;
 - Any documents that are in IntelliGrants;
 - Any applicant supplied documents provided to support the appeal.

5.4. OnBase Appeals Statuses/Appeal Validation

- Valid
- Invalid
- Premature
- More Information Needed
- Verified – Invalid Appeals (OnBase *only* status): indicates that the appeal has been reviewed and deemed invalid by prior team members.
- In Validation (OnBase *only* status): indicates that the appeal is in review.
- Withdrawn
- Closed

6. Preparatory Review of Appeal Package

- A final re-validation of the information on hand will be performed:

Appeals: Standard Operating Procedure

- Eligibility issues will be checked for a change in status. Any pre-existing and additional documents provided by the applicant will be uploaded to OnBase and evaluated by the Appeals Specialist.
- DOB issues will have final re-verifications ordered
 - If no response has been received 15 days after the request is made to the 3rd party, a note will be placed in the file and a second request will be made
 - If no response has been received 7 days after the second request is made, a note of is placed in OnBase as a journal note.
 - If there are persistent issues with obtaining a re-verification from the 3rd party the issue will be escalated to the State level for assistance.
 - Results of the re-verification should be summarized in the Appeals Summary Package.
- User supplied documents are reviewed – if additional /different information is required, a request for that information will be sent to the CR along with an expectation date for receipt of that information. Follow-up is done routinely every 7-10 business days.

7. Appeals Summary

- The Appeal Summary is a document that summarizes the applicant's issue and the Appeals Team's findings.
- Once the supporting documentation has been uploaded to the file, the Appeals Manager will request an email from OnBase and then fill in the Appeal Summary.
- Save the file locally to your computer.
- The Appeals Summary is then uploaded into OnBase in MS Word format in order to make any necessary changes.

8. Preparing the OnBase Summary Package

- Upon completion of the Appeals Summary, the package will be sent to the Appeals Case Manager Team Lead for VOB QC review.
 - While OnBase has a Team Lead review this step in the work flow is not utilized. The Team Lead is responsible for completing the VOB QC Review.
- When Appeal Case Manager Team Lead's VOB QC review has been accepted, the appeal will be pushed to the Sr. Manager for review.
- After the Sr. Manager reviews the package and accepts it, it will be sent to the State Lead for a final review before being printed in preparation to be heard by the Appeals Committee.

Jose

Appeals: Standard Operating Procedure

- **Note:** If during any stage of the review process a reviewer has additional questions or concerns that they believe should be addressed, (e.g. the Appeal Summary, supplemental documentation) the appeal can and will be returned to the Appeal Case Manager for further review and additional edits.

9. Preparation of the Package for Appeals Committee

- A **brief** case summary will be generated from OnBase :
 - Summary of the applicant appeal including any pertinent information that may influence the appeals decision. The goal when writing the summary is to present the facts and remain impartial. There should not be any personal opinion expressed within this document. However, a recommendation for the committee should be included where possible.
 - Summary of initial clarification –includes reason for determination, date of determination & date appeal was received
 - Summary of additional actions taken and results, including review of new information and re-verification results.
 - Summary of owner-supplied documentation post-clarification
 - Financial summary chart where appropriate
 - The Appeals summary should be no longer than one to two pages, but the final package to the appeals team will have multiple documents.
- All information will be packaged in a user-friendly fashion
 - Appeal Summary (see attached example for required information and format)
 - Any relevant documents and information utilized in the initial clarification determination that is pertinent to the appeal should be included.
 - All relevant homeowner-supplied documents and information pertinent to the appeal.
 - DOB Verification and re-verification information as appropriate.
 - Other documents or information deemed relevant and/or influential to the determination
 - Summary of documents submitted, but not included in the package (this will be included on the summary page).
 - All documents should be appropriately named and identified, with additional information provided as needed to ensure easy identification of the contents
 - Each document should be an individual PDF file to enable quick and easy access to specific information when needed, with the exception of the Appeal Summary in Word format and an Excel spreadsheet for DOB offset calculations.

Appeals: Standard Operating Procedure

10. Appeal Committee Meetings

Appeal committee meetings are held weekly. The on-site Appeals team is in attendance with voting members of the appeals committee - comprised of GOSR Representatives. Committee meetings are where completed appeals are presented and determinations are made.

Determinations may fall into one of several categories: approved, approved in party, denied, denied in part, or tabled.

11. Appeals Determinations

- Approved Eligibility Appeal Determinations
 - GOSR will upload the Appeal Determination letter to OnBase and push the status to "Pending Closure," as well as send to the Appeals Case Manager.
 - The State Lead will send a request to the Appeals Case Manager to make the changes in IntelliGrants. Appeal Case Manager's and Appeal Specialist only are permitted that have admin access rights to make such changes in IntelliGrants.
 - The updates to IntelliGrants include updating the following fields:
 - Current Status
 - Program Review Start Date
 - Program Reviewed Completed Date
 - Program Recommendation
 - Appeal Review Comments-verbiage from appeal determination letter
- Approved Construction Appeal Determinations
 - GOSR will upload the Appeal Determination letter to OnBase and push the status to "Pending Closure," as well as send to the Appeals Case Manager.
 - The State Lead will send a request to the Appeals Case Manager to make the changes in IntelliGrants. Appeal Case Manager's and Appeal Specialist only are permitted that have admin access rights to make such changes in IntelliGrants.
 - The updates to IntelliGrants include updating the following fields:
 - Current Status
 - Program Review Start Date
 - Program Reviewed Completed Date
 - Program Recommendation
 - Appeal Review Comments-verbiage from appeal determination letter
- Approved DOB Appeal Determinations
 - Appeals Case Manager will make the appropriate changes to the IntelliGrants DOB page prior to the Appeal Determination Letter being sent to the applicant.
 - GOSR will upload the Appeal Determination letter to OnBase and push the status to "Pending Closure," as well as send to the Appeals Case Manager.
 - The State Lead will send a request to the Appeals Case Manager to make the changes in IntelliGrants. Appeal Case Manager's and Appeal Specialist only are permitted that have admin access rights to make such changes in IntelliGrants. The updates to IntelliGrants include updating the following fields:
 - Current Status

Handwritten initials/signature

Appeals: Standard Operating Procedure

- Program Review Start Date
 - Program Reviewed Completed Date
 - Program Recommendation
 - Appeal Review Comments-verbiage from appeal determination letter gets entered here
- **All Appeals are Final**
 - An applicant will not be allowed to Appeal an Appeal Determination or open another clarification for an issue where an Appeal Determination has been made.
 - If the applicant's appeal determination is approved by the committee, the appeal will be closed in both OnBase and IG.
 - If the applicant's appeal determination is denied by the committee, the following steps will take place:
 - The appeal will be closed in both OnBase and IG.
 - An Appeal outcome can effect an award calculation both positively or negatively.
 - **Closed / Completed Appeal Statuses in IntelliGrants**
 - **Closed:** This status represents a valid appeal that has been through the entire Appeals Process and has been either "Approved" or "Denied" by the Appeals Committee, and the determination letter has been mailed. This is the final status for an Appeal. The "Appeal Status" will change to "Closed" when the Case Manager presses the "Final Updates to IG" and "Queue Documents for Upload to IG" button.
 - **Invalid:** This status represents that an Applicant has submitted a request for an Appeal, but the Appeal was not submitted in the allotted time frame, or the Applicant is asking to waive a federal guideline. The status of "Invalid" will only appear in the "Appeal Status" field when the Case Manager selects that value from the "Validation" drop down. The Appeal will remain in that status until the Case Manager changes the "Validation" drop down to one of the other selectable values.
 - **Withdrawn:** This status represents that an Applicant has submitted a request for an Appeal, but has submitted written communication that is requesting that the Appeal be Withdrawn. The status of "Withdrawn" will only appear in the "Appeal Status" field when the Case Manager selects that value from the "Validation" drop down. This status could also be utilized when the withdrawal was initiated and completed by the program. The Appeal will remain in that status until the Case Manager changes the "Validation" drop down to one of the other selectable values.

Jose

Appeals: Standard Operating Procedure

12. Appeals Withdrawal Process

There are two main reasons that would result in a withdrawal of an appeal:

- Voluntary Withdrawal – the applicant decides they no longer wish to pursue the appeal.
 - The applicant would complete the Appeal Withdrawal Form and send to the housing appeals inbox or to their appeal Case Manager to process.
 - The appeal withdrawal form would be uploaded into IntelliGrants and OnBase by the Appeals Case Manager
 - The status' would be updated in IntelliGrants and OnBase
 - A note would be entered on the appeal page in IntelliGrants. A journal note would be entered within the appeal in OnBase.
- Involuntary Withdrawal – this is initiated by the program. There are two methods of withdrawal that can be initiated by the program:
 - For cases where the appeal request is unclear or so vague that it can't be investigated (only mature appeals requests raise to this level. If there is no corresponding declined CLDF, no withdrawal is necessary.)
 - CR or Appeals Case Manager send through regular mail a letter asking the homeowner to call their CR within 30 days or their appeal will be deemed withdrawn.
 - During the 30 day period, two follow-up calls are made and documented in the case notes.
 - If no contact is made within 30 days another letter will be sent to the homeowner confirming that their appeal has been withdrawn. Homeowner can submit a new clarification on the subject if they want.
 - The Appeals Case Manager will mark IntelliGrants and OnBase as withdrawn. (We should ask for two new dropdown additions to the Program Recommendation field: "withdrawn by homeowner" and "withdrawn by GOSR"). Letters to the homeowner will also be uploaded to the Appeals Page in IntelliGrants and to OnBase.
 - The Appeals Case Manager will let GOSR Representatives know that the appeal has been withdrawn.
 - For cases where the appeal request is clear, but additional information is needed to investigate. This procedure applies to all types of appeals, including construction-related appeals.
 - After normal attempt to secure information does not provide results (the time for this is at the discretion of the State Lead and Appeals Case Manager) sends through regular mail a letter asking the homeowner to call the Case Management Case Manager and/or the Appeals Case Manager as soon as possible, but if information is not submitted in 60 days, their appeal will be heard with what appears to be insufficient documentation to substantiate the appeal.

File

Appeals: Standard Operating Procedure

- During the 60 day period, two follow-up calls are made and documented in case notes.
- If required information is not obtained within the 60 days the case is sent to committee for determination with any/all documentation available and explanation of attempts made to secure information.
- Appeals Committee would determine if contractors made sufficient attempts to reach the homeowner and if the requests were reasonable. If so, the appeal will be heard. If not, it will be sent back to the contractor for further investigation.

Construction appeal withdrawals will be forwarded to the Case Management Appeals Case Representative from the State Appeals Lead or the Construction Appeals Lead and the Appeals Manager is responsible for uploading the withdrawal to the appeals page in IG, adding the note of withdrawal date and changing the appeal type status to withdrawn.

13. Appeals Involving Eligibility

13.1. Eligibility – Citizenship

- The applicant must submit a fully executed appeal form.
- This appeal type is opened when the applicant has been found to not be a U.S. Citizen or an eligible immigrant. The applicant must provide documentation to substantiate citizenship in order for the clarification to be reviewed.
- Once documentation is received, a request is sent to a GOSR representative to perform a SAVE (Systematic Alien Verification for Entitlements) database search on the applicant.
- GOSR returns documentation from the SAVE system stating if citizenship has been verified or documentation stating the applicant was found to not have eligible citizenship. This documentation is then uploaded into OnBase as a required document.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
 - If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
- Upon GOSR sending the determination to the applicant via United States Postal Service in the form of a letter, the appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.

13.2. Eligibility – Property is Outside the DR Service Area

- The applicant must submit a fully executed appeal form.

Appeals: Standard Operating Procedure

- This appeal is opened when the applicant's damaged property is not located in an eligible county associated with a qualifying storm.
- These appeals are reviewed on a case by case basis. The Appeal Case Manager reviews the file and review any documentation provided by the applicant, as well as, within the electronic file. The appeal Case Manager will ask for additional documentation if the applicant did not supply all program approved documents to substantiate the property in question being inside of the DR service area.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.

13.3. Eligibility – Not a Primary Residence

- The applicant must submit a fully executed appeal form.
- This appeal type is opened when the VOB Team's review and the subsequent clarification did not find evidence that the applicant resided at the damaged property at the time of the storm.
- All documentation - both attached to the clarification and throughout IntelliGrants - is reviewed to make a determination. The appeal Case Manager will ask for additional documentation if the applicant did not supply all program approved documents to substantiate primary residency.
- The customer service representative or a member of the Appeal Team requests the needed documentation from the applicant.
- The Appeal CSR reviews the file and review any documentation provided by the applicant, as well as, within the electronic file.
- The appeal summary is completed. This is accumulation of all documents in the file and the information that they contain.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
- The appeal status is marked complete based on GOSR's determination and closed.

John

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Appeals: Standard Operating Procedure

13.4. Eligibility – Applicant is not the Owner

- The applicant must submit a fully executed appeal form.
- This Appeal type is opened when the VOB Team's and the Clarification Department's review did not find sufficient evidence that the applicant owned the home at the time of the damaging storm or does not currently own the home.
- Common ownership problems occur when the property is owned by a corporation, the title report shows the home was foreclosed on, the property was an inter-family gift, or the property was sold post-storm.
- All documentation, both attached to the clarification and submitted at appeal and throughout IntelliGrants, is reviewed to make a determination. Additional documentation will be requested of the applicant if ownership has not been substantiated by previous documentation.
- The customer service representative or a member of the Appeal Team requests the needed documentation from the applicant.
- Once all documentation has been provided, the Appeal Team submits the completed appeal summary. This is accumulation of all documents in the file and the information that they contain.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
- Appeals regarding ownership by a corporation, potential foreclosures, and inter-family gift of property are sent to the GOSR Title Team for review prior to being brought to committee
- Appeals in which the applicant has sold the home before they were closed out of the program are sent to the Close-Out Specialist for review to see what would be required to close the file prior to being brought to committee.
- If after the Appeal is approved, the Owner Identity and Ownership Verification page shows a Title Void, the Appeal Team will notify the Program Support Services Manager that the void must be removed.

13.5. Eligibility – Contract of Sale

- The applicant must submit a fully executed appeal form.

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Appeals: Standard Operating Procedure

- This Appeal type is opened when the applicant did not own the home at the time of the damaging storm, but was in contract to purchase the home and closed on the sale after the storm.
 - Documentation, such as the contract of sale, must be provided by the applicant to show intent to own the home and maintain the property as a primary residence.
 - Applicant can provide documentation to show intent to maintain the property as their primary residence if they are unable to prove primary residency for the date of the damaging storm. Acceptable documents must still be program approved.
 - The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
 - The Appeal moves through the review process and is heard by the Appeals Committee.
 - At the discretion of GOSR legal the applicant must complete an “Applicant Eligibility Affidavit” if they cannot provide sufficient documentation to substantiate primary residency as GOSR requests.
 - Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
 - If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
 - The appeal status is marked complete based on GOSR’s determination and closed in IntelliGrants and OnBase.
- 13.6. Eligibility – Home is not a Legal Dwelling Unit According to the Municipality**
- The applicant must submit a fully executed appeal form.
 - This appeal type is opened when the applicant believes their damaged property is a type of legal dwelling, but it was not found so at the time of inspection or at clarification.
 - Applicant must submit documentation to substantiate that the home is a legal dwelling. An example would be a CO from their municipality.
 - The Appeals Team reviews all policy material regarding legal structure types, refer to Technical Advisors for information, and discuss with GOSR as necessary.
 - The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
 - The Appeal moves through the review process and is heard by the Appeals Committee.
 - Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
 - If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page

Appeals: Standard Operating Procedure

- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
- 13.7. Eligibility – Home contained Illegal Units at Time of Storm**
 - The applicant must submit a fully executed appeal form.
 - This appeal type is opened if the home contained illegal units at the time of the damaging storm.
 - Applicant must submit documentation to substantiate that the home does not contain illegal units. An example would be a CO from their municipality.
 - The Appeal Team reviews all policy material regarding legal structure types, refer to Technical Advisors for information, and discuss with GOSR as necessary.
 - The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
 - The Appeal moves through the review process and is heard by the Appeals Committee.
 - Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
 - If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
 - The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
- 13.8. Eligibility – Damage not done by a Qualifying Storm**
 - The applicant must submit a fully executed appeal form.
 - This appeal type is opened if it was determined that the damage to the home was not the result of a qualifying storm or if there was no damage to the home at all.
 - This determination was often made by the inspector at the time of the inspection and can be viewed in the inspection reports.
 - The Appeal Case Manager reviews the file to assess if any funds were received by the homeowner from a third party insurance provider or FEMA for program eligible repairs to the home due to damages incurred by the qualifying storm.
 - If funds were received from an insurance provider, the applicant is asked to supply an insurance itemized repair estimate. This allows the Appeals Case Manager to confirm that the date of loss is within the correct date range and that the damages caused are related to the structure of the home.
 - The Appeals Case Manager can also refer to a Technical Advisor to determine documentation needed to resolve the appeal when necessary.
 - The Appeal Case Manager as per the Technical Advisor could request receipts to show proof of damage or that a 6100 form be completed.
 - This step can be taken whether funds were received from insurance provider or not.

Appeals: Standard Operating Procedure

- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
 - The Appeal moves through the review process and is heard by the Appeals Committee.
 - Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
 - If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
 - The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
- 13.9. Eligibility – Damage is an Ineligible Expense**
- The applicant must submit a fully executed appeal form.
 - This appeal is opened when the applicant would like to receive program assistance for what they believe to be eligible expenses.
 - The inspection reports will list out the type of damage noted to the home by the inspector.
 - The applicant is asked to supply documentation to prove that the damages to the home are eligible expenses per program guidelines.
 - An example document that could be provided is the itemized repair estimate provided by an insurance company. This document will list all damage to the home that the insurance company allocated funds for.
 - The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
 - The Appeal moves through the review process and is heard by the Appeals Committee.
 - Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
 - If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
 - The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
- 13.10. Eligibility – Environmental Review did not Meet Requirements**
- The applicant must submit a fully executed appeal form.
 - This appeal is opened when the applicant would like to dispute program findings that their damaged property is in a floodway, coastal barrier resource area (CoBRA), or failed other environmental review requirements.
 - Note 1: It is recommended that the applicant provide supporting documentation to substantiate their belief, but it is not required.
 - The Appeal Case Manager reviews the GIS Data Display to confirm evidence of the applicant's ineligibility.

Appeals: Standard Operating Procedure

GIS DATA DISPLAY	
Data	GIS Result
Primary Owner	-
Damaged Property Address	3701 IONIA ST, SEAFORD, NY, 11783
Structure in 100-Yr Floodplain	
100-Yr Floodplain	Yes
500-Yr Floodplain	No
BFE	7
ABFE	-
2000ft buffer	337
Wetland	No
Flood zone	AE
Floodway	-
CoBRA Zone	-

- The Appeal Case Manager submits the information provided in the clarification description to GOSR and D&B Engineering for their review and determination.
- The Clarifications Team requests any further documentation GOSR or D&B Engineering requires from the applicant.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.

13.11. Eligibility – FEMA Non-Compliance

- The applicant must submit a fully executed appeal form.
- This appeal is opened when the applicant was found to be non-compliant with FEMA regulations or failed to comply with the requirements of the National Flood Insurance Reform Act (NFIRA). *JGE*
 - An applicant is FEMA non-compliant if they failed to obtain and maintain flood insurance after receiving FEMA funding for a previous disaster.
 - The applicant must work with FEMA to resolve their non-compliant status. Documentation must be received from FEMA to show that the applicant is now in compliance with regulations.
- The Appeal Case Manager reviews documentation provided by the applicant that substantiates that they are now in compliance with FEMA Regulations. The

Appeals: Standard Operating Procedure

documents are then submitted to FEMA for verification that the issue has been resolved and the provided documents are acceptable.

- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
 - If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page once the FEMA Data Display is updated to show that they are now in compliance.
 - GOSR is requested to update the FEMA Data Display to confirm the applicant is now FEMA compliant.

13.12. Eligibility – NYS Tax Warrant Payments Not Current

- The applicant must submit a fully executed appeal form.
- This appeal is opened by the applicant to resolve outstanding New York State tax warrants over \$10,000 that were found either in the Title or the AFWA reports.
- The Appeal Case Manager reviews the Title report and the AFWA report to ensure all liens are known and belong to the owners.
 - The owner's address history is found in the AFWA report and will be reviewed. Resolution only needs to be shown for the liens associated with the applicant.
- The applicant must provide documentation from the New York State Department of Taxation and Finance that proves they are in a repayment plan, that the lien has been satisfied, or that the lien was released.
- The Appeal Team discusses any questions regarding acceptable documentation with the VOB Team or the GOSR Title Team.

13.13. Eligibility – Child Support Payments Not Current

- The applicant must submit a fully executed appeal form.
- This appeal is opened by the applicant to resolve outstanding child support warrants over \$10,000 that were found in either the Title or the AFWA reports.
- The Appeal Case Manager reviews the Title report and the AFWA report to ensure all liens are known and belong to the owners.
 - The owner's address history is found in the AFWA report and will be reviewed. Resolution is only needed for the liens associated with the applicant.

Appeals: Standard Operating Procedure

- The applicant must provide documentation from the New York State Department of Taxation and Finance that proves they are in a repayment plan, that the warrant has been satisfied, or that the warrant was cancelled.
- The Appeal Case Manager discusses any questions regarding acceptable documentation with the VOB Team and/or the GOSR Title Team.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.

13.14. Eligibility – Household Member is listed on the Federal Excluded Parties List System or Office of Foreign Asset Control

- The applicant must submit a fully executed appeal form.
- These appeals address when the AFWA report shows the homeowner was found to be listed in the Federal Excluded Parties List System or Office of Foreign Asset Control.
- These appeals are reviewed on a case by case basis. The Appeals Case Manager requests that GOSR review the file and any documentation provided by the applicant.
- The clarification is marked complete or administrative close based on GOSR's determination.
- If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page

13.15. Eligibility – Structure Type does not meet Program Guidelines

- The applicant must submit a fully executed appeal form.
- This appeal type is opened when the applicant believes their damaged property is a type of legal dwelling, but it was not found so during inspection (e.g. houseboats, recreational vehicles, trailers, etc.).
- Applicant must submit documentation to substantiate that the structure type is program eligible. An example would be a CO from their municipality.
- The Appeals Case Manager reviews all policy material regarding legal structure types, refers to Technical Advisors from the Construction Team for information, and discusses with GOSR as necessary.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.

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Appeals: Standard Operating Procedure

- The Appeal moves through the review process and is heard by the Appeals Committee.
 - Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
 - If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
 - The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
- 13.16. Eligibility – Federal Tax Lien Payments Not Current**
- The applicant must submit a fully executed appeal form.
 - This type of appeal is opened to resolve outstanding Federal Tax Liens found in the Title or AFWA reports.
 - Federal Tax Liens of any denomination must be resolved to be program eligible.
 - The Appeal Case Manager reviews the Title Report and the AFWA Report to ensure all liens are known and belong to the applicant.
 - The applicant's address history is found in the AFWA report and will be reviewed. Resolution is only needed for the liens associated with the applicant.
 - The applicant must provide documentation from the Internal Revenue Service that proves they are in a repayment plan, that the lien has been satisfied, or that the lien was released.
 - The Appeal Case Manager discusses any questions regarding acceptable documentation with the VOB Team or the GOSR Title Team.
 - The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
 - The Appeal moves through the review process and is heard by the Appeals Committee.
 - Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
 - If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
 - The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
- 13.17. Eligibility – Seasonal/Short-Term Rental**
- The applicant must submit a fully executed appeal form.
 - This appeal type is opened when the applicant would like to contest that their damaged property is a year round income generating property after the program found it did not meet Rental Home Program guidelines.

John

VOB

Appeals: Standard Operating Procedure

- The applicant must provide documentation to substantiate that the property is a full time rental. The documentation provided must meet program guidelines.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.

13.18. Eligibility – Potential RP Fraud

- The applicant must submit a fully executed appeal form.
- The applicant must provide Program approved documentation to substantiate property ownership.
- These are handled on a case by case basis.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- If the appeal is approved, the previous clarification status is marked administrative close on the Clarification page
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.

14. Appeals Involving Applicant's Award Amount

14.1. DOB: FEMA

- The applicant must submit a fully executed appeal form.
- This type of appeal is opened to address an applicant's concern that the incorrect amount of FEMA repair funds are being counted as DOB.
 - Note 1: The FEMA DOB amount is taken from the "Total Repair Approved Amount" on the FEMA Data Display page in IntelliGrants.
 - Note 2: The Appeal Case Manager ensures the FEMA Data Display is populated with the information of the applicant. If the information is not for the correct applicant, GOSR is notified and requested to update the data display accordingly.

Appeals: Standard Operating Procedure

External Data Sources	
<input checked="" type="checkbox"/>	<u>FEMA Data Display</u>
<input checked="" type="checkbox"/>	<u>NYS DR Data Display</u>
<input checked="" type="checkbox"/>	<u>GIS Data Display</u>
<input type="checkbox"/>	<u>GIS Replacement Data Display</u>
<input checked="" type="checkbox"/>	<u>NFIP Data Display</u>
<input checked="" type="checkbox"/>	<u>SBA Housing Data Display</u>
<input type="checkbox"/>	<u>SBA Business Data Display</u>



FEMA DATA DISPLAY

Rejected for Non-Compliance Request

Data	FEMA Result Irene	FEMA Result Lee	FEMA Result Sandy	FEMA Result Total
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Primary Applicant First Name			Verified No Match	
Primary Applicant Last Name			Verified No Match	
Secondary Applicant First Name			Verified No Match	
Secondary Applicant Last Name			Verified No Match	
Damaged Address			Verified No Match	
Damaged City			Verified No Match	
Damaged State			Verified No Match	
Damaged Zip			Verified No Match	
Total Repair Approved Amount			\$0	\$0
Total Replacement Approved Amount			\$0	\$0
Total Rental Approved Amount			\$0	\$0
FEMA Verified Loss Estimate			\$0	\$0
SBA Status Code			Verified No Match	
Rejected Due to Non-Compliance			Verified No Match	
Currently In THU			Verified No Match	
Owner/Renter			Verified No Match	
FEMA Registrant ID			Verified No Match	

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- o The Appeal team requests updated DOB information from FEMA to verify the correct DOB amount.

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Appeals: Standard Operating Procedure

- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR’s determination and closed in IntelliGrants and OnBase.
 - Note 1: If the appeal determination results in the DOB amount being more than what is shown on the data display, a request is made to GOSR to update the FEMA Data Display. OR if the appeal determination results in the DOB amount being less than what is shown on the data display, a request is made to GOSR to update the FEMA Data Display.
 - Note 2: If the FEMA Data Display cannot be updated by GOSR, the Appeal Case Manager updates the “FEMA over ride field” on the Duplication of Benefits Verification page. This override must be GOSR approved as a result of an appeal determination.
 - Note 3: If the FEMA Data Display cannot be updated by GOSR, the appeal Case Manager enters a DOB offset for the difference in the “Other Offset Expenses-Rehab/Reconst” field on the Duplication of Benefits Verification page, enters the reason for the offset in the Offset Notes field, and uploads any DOB offset supporting documentation to the page.

DUPLICATION OF BENEFIT VERIFICATION					
Impacted by Disaster	Irene	Lee	Sandy	Total	Current DATA Display Amount
Other Offset Expenses - Rehab/Reconst	<input style="width: 80%;" type="text"/>	<input style="width: 80%;" type="text"/>	<input style="width: 80%;" type="text"/>		
Other Offset Expenses - Elevation	<input style="width: 80%;" type="text"/>	<input style="width: 80%;" type="text"/>	<input style="width: 80%;" type="text"/>	\$0	
Total Allowed Activities					

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14.2. DOB: NFIP

- The applicant must submit a fully executed appeal form.
- This appeal is opened when the applicant would like to dispute the amount of National Flood Insurance Provider (NFIP) funds being counted as DOB.
- The Appeal Case Manager reviews IntelliGrants to ensure all documentation regarding NFIP is known.

Appeals: Standard Operating Procedure

- The Appeal Case Manager reviews the NFIP Data Display to ensure the information populated is for the correct applicant. If the information is not for the correct applicant, GOSR is notified and requested to update the data display accordingly.
- A DOB verification worksheet is compiled to document the applicant's name, address, insurance company name, and insurance policy number.

DOB Verification Worksheet filled in by Appeal Case Manager:

Information Reported by Policy Owner											
Applicant ID	Property Owner Name	STREET NAME	City	State	ZIP CODE	Insurance Company	Policy Number	Claim Reference Number	Owner Reported Amounts for Building	Owner Reported Amounts for Contents	Owner Reported Amounts for Additional Living Expense
DS9-HA-111-13	John Doe	123 Main Str	East Rockaway	New York	11578	Allstate	123456789				

- The DOB verification worksheet and the program Consent and Release form are sent to an NFIP contact in order to verify the current and correct DOB amount.
 - Note 1: The correspondence to the NFIP contact can also contain the insurance policy declaration page, insurance claim documentation, or any other items relevant to the NFIP DOB amount.
 - The NFIP contact returns the DOB verification worksheet with all known DOB information. The new DOB verification worksheet is uploaded into OnBase **only** until an appeal determination has been made. Once a determination is made, all appeal related documents are uploaded into IntelliGrants.

DOB Verification Worksheet returned by NFIP Contact:

Verification of Benefits Received								
Is the Pending	How much was Paid For Building	How much was Paid for Contents	How much was Paid for Additional Living Expense	How much was Paid for Other Structures	Comments	Currently Receiving Housing Aid	Amount Of Aid	Authorization for disclosure
to	\$69,925.66	\$0.00	\$0.00	\$0.00	0	0	0	0

- The applicant can also request a review of individual line items paid out under the NFIP claim through the DOB NFIP appeal for items the program does not cover.
- The Appeal Case Manager requests a DOB verification worksheet and an Itemized Repair Estimate from the insurance provider. This document lists out each item paid for by the insurance company.
- Items found to be program ineligible are removed from the DOB amount. A calculation is performed to take into account the ineligible items totaled with the taxes, overhead, and profit associated with the items.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.

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Appeals: Standard Operating Procedure

- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
 - Note 1: IF approved the ineligible items total at appeal is input on the Duplication of Benefits Verification page in IntelliGrants under the "Other Offset Expenses Rehab/Reconst" field or "Other Offset Expenses – Elevation" field for the correlating storm. A note is also added to the "Offset Notes" section to explain the offset and supporting documentation uploaded to that page.

DUPLICATION OF BENEFIT VERIFICATION					
Impacted by Disaster	Irene	Lee	Sandy	Total	Current DATA Display Amount

Funds Spent - Offset Activities					
Interim Housing	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	
Legal Costs - Ins Settlement - Rehab/Reconst	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	
Legal Costs - Ins Settlement - Elevation	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	
Force Mortgage - Rehab/Reconst	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	
Forced Mortgage - Elevation	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	
Contractor Fraud - Rehab/Reconst	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	
Contractor Fraud - Elevation	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	
Other Offset Expenses - Rehab/Reconst	<input type="text"/>	<input type="text"/>	\$15,288.93	\$15,288.93	
Other Offset Expenses - Elevation	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	
Total Allowed Activities	\$0	\$0	\$15,288.93	\$15,288.93	
Funds Spent on Work Completed - Rehab/Reconst	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	
Funds Spent on Work Completed - Elevation	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	
Offset Notes	Ineligible items were included in the HIN DOB amount. These items are fencing (\$454.02), concrete (\$7100), and plumbing (\$8300). The Construction team stated the plumbing work could have been scoped for if it had been required by the municipality. GOSR representative stated the plumbing would be offset as we could not prove it was required by the municipality. A proportion calculation was completed to show a HIN DOB offset of \$15,288.93. JLoper				▲ ▼

JLoper

- Note 2: A Scope Review is requested if the items in question are program eligible, but are not included in the applicant's AA or ECR.
- Note 3: If the appeal determination amount for NFIP DOB is greater than what is listed on the NFIP Data Display, the data display will need to be overridden. This is done by entering the new NFIP DOB amount

Appeals: Standard Operating Procedure

on the Duplication of Benefits Verification page in IntelliGrants in the field labeled "NFIP Building Paid Override" for the storm in question.

DUPLICATION OF BENEFIT VERIFICATION					
Impacted by Disaster	Irene	Lee	Sandy	Total	Current DATA Display Amount
NFIP Building Paid				\$0	\$0
NFIP Building Pending	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	\$0
NFIP Building Paid OVERRIDE	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	\$0

- Note 4: If the appeal determination amount for NFIP DOB amount is less than what is listed on the NFIP Data Display, the Appeal Case Manager enters a DOB offset on the Duplication of Benefits Verification page.

14.3. DOB: Non-Governmental Assistance

- The applicant must submit a fully executed appeal form.
- This type of appeal is opened when an applicant would like to dispute the amount of non-governmental assistance being counted as DOB. Non-governmental assistance refers to funds distributed by third party and charity organizations.
 - Note 1: Third party and charitable assistance is often listed on the Assistance Summary Verification page in IntelliGrants.
- The Appeal Case Manager reviews any documentation provided by the applicant to determine the DOB amount.
 - Note 2: The applicant must provide documentation from the organization in order for the appeal to be processed.
 - The Appeal Case Manager also reaches out to the organization directly through email or phone correspondence to request further explanation of the charitable assistance.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.

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Appeals: Standard Operating Procedure

- Note 1: The Duplication of Benefits page is updated for the corresponding storm if the non-governmental DOB amount has changed due to the appeal determination. If the amount has not changed, but funds were allocated for ineligible items, a DOB Offset will be entered.

DUPLICATION OF BENEFIT VERIFICATION					
Impacted by Disaster	Irene	Lee	Sandy	Total	Current DATA Display Amount
Other Government Funds	<input type="text"/>	<input type="text"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text"/>
Other Non-Government Funds	<input type="text"/>	<input type="text"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text"/>

14.4. DOB: Private Flood Insurance

- The applicant must submit a fully executed appeal form.
- This type of appeal is opened when the applicant would like to dispute the amount of private flood insurance funds being counted as DOB.
- The Appeal Case Manager will review IntelliGrants to ensure all documentation regarding the flood provider is known.
- A DOB verification worksheet will be compiled to document the applicant's name, address, insurance company name, and insurance policy number.
- The DOB verification worksheet, along with the program Consent and Release form, are sent to the private flood provider in order to verify the current and correct DOB amount.
 - Note 1: The correspondence to the flood provider can also contain the insurance policy declaration page, insurance claim documentation, or any other items relevant to the private flood DOB amount.
- The private flood contact returns the DOB verification worksheet with all known DOB information. The team uploads the new DOB verification worksheet, and any relevant private flood provider correspondence, to OnBase for the appeal package.
- The applicant can also request a review of individual line items paid out under the private flood provider claim through this appeal.
- The Appeal Case Manager requests a DOB verification worksheet and an Itemized Repair Estimate from the insurance provider. This document lists out each item paid for by the insurance company.
- Items found to be program ineligible are removed from the DOB amount. A calculation is performed to take into account the ineligible items totaled with the taxes, overhead, and profit associated with the items.

Bob

VJO

Appeals: Standard Operating Procedure

DOB Offset Calculation Example 1 – Standard proportion used to calculate taxes, overhead, and profit.

	A	B	C	D	E	F	G	H	I
1	Building Payment 1 (Net Claim)	\$72,865.29							
2	Subtotal	\$57,820.21							
3	Total O&P and Tax	\$15,045.08							
4									
5	Dehumidifiers	\$374.59	\$374.50	\$374.50	\$374.50				
6	Airmovers	\$380.10	\$190.05	\$380.10	\$190.05	\$54.30	\$380.10	\$190.05	
7									
8	Total Non-DOB Items	\$3,262.84							
9									
10	Percent of Non-DOB Items to Subtotal	5.64%							
11									
12	Amount of Non-DOB Items O&P and tax	\$849.01							
13									
14	Total DOB offset for Non-DOB items (Payment 1)	\$4,111.85							

DOB Offset Example 2 – Calculation used when insurance claim has a cap, but the line items total more than the cap.

	A	B
1	\$14,101.00	ACV amount for Back up of sewer or Drain
2	\$10,000.00	Maximum Allowance paid to homeowner
3	70.92%	Percentage of maximum allowance as compared to total ACV amount
4		
5	\$298.00	Dehumidifiers
5	\$434.40	Air Movers
7	\$196.20	Equipment set up, take down and monitoring
3	\$81.96	Contents manipulation
3		
0	\$1,010.56	Total of non eligible program items
1		
2	\$716.66	Total DOB offset (70.92% x \$1010.56)

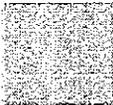
- The ineligible items total is input on the Duplication of Benefits Verification page in IntelliGrants under the "Other Offset Expenses Rehab/Reconst" field for the correlating storm. A note is also added to the "Offset Notes" section to explain the offset.
- A Scope Review will be requested if the items in question are program eligible, but are not included in the applicant's AA or ECR.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.

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Appeals: Standard Operating Procedure

- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.

DUPLICATION OF BENEFIT VERIFICATION					
Impacted by Disaster	Irene	Lee	Sandy	Total	Current DATA Display Amount
Private Flood Insurance Paid	<input type="text"/>	<input type="text"/>	<input type="text" value="\$0"/>	\$0	
Property Insurance Paid	<input type="text"/>	<input type="text"/>	<input type="text" value="\$0"/>	\$0	
Property Insurance Pending	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	

14.5. DOB: Private Homeowners Insurance

- The applicant must submit a fully executed appeal form.
- This type of appeal is opened when the applicant would like to dispute the amount of private homeowner's insurance funds being counted as DOB.
- The Appeal Case Manager reviews IntelliGrants to ensure all documentation regarding the homeowner's insurance provider is known.
- A DOB verification worksheet is compiled to document the applicant's name, address, insurance company name, and insurance policy number.
- The DOB verification worksheet, along with the program Consent and Release form, is sent to the homeowner's insurance provider in order to verify the current and correct DOB amount.
- Note: The correspondence to the homeowner's insurance provider can also contain the insurance policy declaration page, insurance claim documentation, or any other items relevant to the homeowner's insurance DOB amount.
 - The homeowner's insurance contact returns the DOB verification worksheet with all known DOB information. The Appeal Case Manager uploads the new DOB verification worksheet, and any relevant homeowner's insurance provider correspondence in OnBase
- The applicant can also request a review of individual line items paid out under the homeowner's insurance claim through the DOB Private Homeowners appeal.
- The Appeal Case Manager requests a DOB verification worksheet and an Itemized Repair Estimate from the insurance provider. This document lists out each item paid for by the insurance company.

Lee

JCO

Appeals: Standard Operating Procedure

- Items found to be program ineligible are removed from the DOB amount. A calculation is performed to take into account the ineligible items totaled with the taxes, overhead, and profit associated with the items.
 - The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
 - The Appeal moves through the review process and is heard by the Appeals Committee.
 - Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
 - The appeal status is marked complete based on GOSR’s determination and closed in IntelliGrants and OnBase.
- If the appeal determination is approved the ineligible items total is input on the Duplication of Benefits Verification page in IntelliGrants under the “Other Offset Expenses Rehab/Reconst” field for the correlating storm. A note is also added to the “Offset Notes” section to explain the offset.
- A Scope Review is requested if the items in question are program eligible, but are not included in the applicant’s AA or ECR.
- The “Homeowner Insurance Paid” field on the Duplication of Benefits verification page is updated if the DOB amount changed due to the appeal determination.

Impacted by Disaster	Irene	Lee	Sandy	Total	Current DATA Display Amount
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Homeowner Insurance Paid	\$0		\$2,551.10	\$2,551.10	
Homeowner Insurance Pending	\$0		\$0	\$0	

14.6. DOB: Property Insurance

- The applicant must submit a fully executed appeal form.
- This type of appeal is opened when the applicant would like to dispute the amount of property insurance funds being counted as DOB.
- The Appeal Case Manager reviews IntelliGrants to ensure all documentation regarding the property insurance provider is known.
- A DOB verification worksheet is compiled to document the applicant’s name, address, insurance company name, and insurance policy number.
- The DOB verification worksheet, along with the program Consent and Release form, are sent to the property insurance provider in order to verify the current and correct DOB amount.

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Appeals: Standard Operating Procedure

- Note 1: The correspondence to the property insurance provider can also contain the insurance policy declaration page, insurance claim documentation, or any other items relevant to the property insurance DOB amount.
- The property insurance contact returns the DOB verification worksheet with all known DOB information. The Appeal Case Manager uploads the new DOB verification worksheet and any relevant property insurance provider correspondence into OnBase only.
- The applicant can also request a review of individual line items paid out under the property insurance claim through the DOB Private Homeowners appeal.
 - The Appeal Case Manager requests a DOB verification worksheet and an Itemized Repair Estimate from the insurance provider. This document lists out each item paid for by the insurance company.
 - Items found to be program ineligible are removed from the DOB amount. A calculation is performed to take into account the ineligible items totaled with the taxes, overhead, and profit associated with the items.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
 - Note 1: If the appeal determination approves the findings then the ineligible items total is input on the Duplication of Benefits Verification page in IntelliGrants under the "Other Offset Expenses Rehab/Reconst" field for the correlating storm. A note is also added to the "Offset Notes" section to explain the offset.
 - Note 2: A Scope Review is requested if the items in question are program eligible, but are not included in the applicant's AA or ECR.
- The "Property Insurance Paid" field on the Duplication of Benefits Verification page is updated if the DOB amount changed due to the appeal determination.

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Impacted by Disaster	Irene	Lee	Sandy	Total	Current DATA Display Amount
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Appeals: Standard Operating Procedure

<input type="checkbox"/> Property Insurance Paid			\$0	\$0	
<input type="checkbox"/> Property Insurance Pending			\$0	\$0	

14.7. DOB: SBA

- The applicant must submit a fully executed appeal form.
- This type of appeal is opened when the applicant believes the SBA DOB amount is incorrect.
- The Appeal Case Manager sends a request directly to the SBA to provide the current amount of SBA funds disbursed.
- The SBA contact responds through email correspondence with a breakdown of the distribution history of the funds and the record of current distribution amounts. These amounts are broken into categories.
- The Appeal Case Manager reviews the SBA Data Display to confirm that the information generated is for the correct applicant. If the information is not for the correct applicant, GOSR is notified and requested to update the data display accordingly.
- The Appeal Case Manager reviews the amount disbursed for real estate and mitigation provided by the SBA contact. These totals are compared to what is listed in the SBA Data Display in the categories of "Disbursed Real Estate Amount" and "Disbursed Mitigation Amount". If there is a "Disbursed Mitigation Amount," the funds will be counted as DOB for elevation.

External Data Sources	
<input checked="" type="checkbox"/>	<u>FEMA Data Display</u>
<input checked="" type="checkbox"/>	<u>NYSDR Data Display</u>
<input checked="" type="checkbox"/>	<u>GIS Data Display</u>
<input type="checkbox"/>	<u>GIS Replacement Data Display</u>
<input checked="" type="checkbox"/>	<u>NFIP Data Display</u>
<input checked="" type="checkbox"/>	<u>SBA Housing Data Display</u>
<input type="checkbox"/>	<u>SBA Business Data Display</u>



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Appeals: Standard Operating Procedure

→	Disbursed Real Estate Amount			\$0	\$0
	Disbursed Contents Amount			\$0	\$0
→	Disbursed Mitigation Amount			\$0	\$0

- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
 - Note 1: If ineligible items are included in the DOB amount, the Appeal Case Manager enters a DOB offset on the Duplication of Benefits page for the ineligible items. A note is also entered in the Offset Notes section.
 - Note 2: If the information on the SBA Data Display correlates to the information provided by the SBA contact, determination no adjustments are needed post-appeal.

14.8. DOB: HRRF

- The applicant must submit a fully executed appeal form.
- This type of appeal is opened when the applicant believes the amount of Homeownership Repair and Rebuilding Fund (HRRF) DOB is incorrect.
- The applicant must provide documentation to substantiate their belief that the HRRF DOB amount is incorrect.
- The Appeal Case Manager compares the documentation provided by the applicant to the NYSDR Data Display. The team also confirms that the information in the NYSDR Data Display is for the correct applicant.
 - Note: If the information is not for the correct applicant, GOSR will be notified and requested to update the data display accordingly.

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Appeals: Standard Operating Procedure

External Data Sources

- FEMA Data Display
- NYS DR Data Display ←
- GIS Data Display
- GIS Replacement Data Display
- NFIP Data Display
- SBA Housing Data Display
- SBA Business Data Display

NYS DR DATA DISPLAY

Data	NYS DR Result Irene	NYS DR Result Lee	NYS DR Result Sandy	NYS DR Result Total
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Primary Applicant First Name		Not A Declared County	Verified No Match	
Primary Applicant Last Name		Not A Declared County	Verified No Match	
Damaged Address		Not A Declared County	Verified No Match	
Damaged City		Not A Declared County	Verified No Match	
Damage State		Not A Declared County	Verified No Match	
Damaged Zip		Not A Declared County	Verified No Match	
NYS DR ESRF Amount		\$0	\$0	\$0
NYS DR HRRF Amount		\$0	\$0	\$0
FEMA Registrant ID		Not A Declared County	Verified No Match	

Lee

- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.

V.O

Appeals: Standard Operating Procedure

- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.

14.9. DOB: ESRF

- The applicant must submit a fully executed appeal form.
- This type of appeal is opened when the applicant believes the amount of Empire State Relief Fund (ESRF) DOB is incorrect.
- The applicant must provide documentation to substantiate their belief that the ESRF DOB amount is incorrect.
- The Appeal Case Manager compares the documentation provided by the applicant to the NYSDR Data Display. The team also confirms that the information in the NYSDR Data Display is for the correct applicant.

External Data Sources

- FEMA Data Display
- NYSDR Data Display ←
- GIS Data Display
- GIS Replacement Data Display
- NFIP Data Display
- SBA Housing Data Display
- SBA Business Data Display

NYSDR DATA DISPLAY

Data	NYSDR Result Irene	NYSDR Result Lee	NYSDR Result Sandy	NYSDR Result Total
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Primary Applicant First Name		Not A Declared County	Verified No Match	
Primary Applicant Last Name		Not A Declared County	Verified No Match	
Damaged Address		Not A Declared County	Verified No Match	
Damaged City		Not A Declared County	Verified No Match	
Damage State		Not A Declared County	Verified No Match	
Damaged Zip		Not A Declared County	Verified No Match	
NYSDR ESRF Amount		\$0	\$0	\$0 ←
NYSDR HRRF Amount		\$0	\$0	\$0
FEMA Registrant ID		Not A Declared County	Verified No Match	

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V-O

Appeals: Standard Operating Procedure

- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.

14.10. DOB: Other Governmental Assistance

- The applicant must submit a fully executed appeal form.
- This type of appeal is opened when an applicant believes the amount of governmental assistance (i.e. other than FEMA, HHRF, ESRF, NFIP) being counted as DOB is incorrect.
 - Note 1: Governmental organizations that provided assistance are often listed on the Assistance Summary Verification page in IntelliGrants.
- The Appeal Case Manager reviews any documentation provided by the applicant to determine the DOB amount.
- The Appeal Case Manager also reaches out to the organization directly through email or phone correspondence to request further explanation of the governmental assistance.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
- The Duplication of Benefits page is updated for the correct storm if the governmental DOB amount for structure has changed due to the appeal. A DOB offset is entered if the funding amount included quantifiable ineligible items and a note is entered on the Offset Notes section.

Lee

DUPLICATION OF BENEFIT VERIFICATION					
Impacted by Disaster	Irene	Lee	Sandy	Total	Current DATA Display Amount
→					

V.O

Appeals: Standard Operating Procedure

→ Other Government Funds	<input type="text"/>	<input type="text"/>	\$0	\$0	<input type="text"/>
Other Non-Government Funds	<input type="text"/>	<input type="text"/>	\$0	\$0	<input type="text"/>

14.11. DOB: Other Non-Governmental Assistance

- The applicant must submit a fully executed appeal form.
- This type of appeal is opened when an applicant would like to dispute the amount of other non-governmental (e.g. LIPA) assistance being counted as DOB. Non-governmental assistance refers to funds from third party organizations.
 - Note 1: Third party assistance is often listed on the Assistance Summary Verification page in IntelliGrants.
- The Appeal Case Manager reviews any documentation provided by the applicant to determine the DOB amount.
- The Appeal Case Manager also reaches out to the organization directly through email or phone correspondence to request further explanation of the charitable assistance.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
- The Appeal Case Manager updates the Duplication of Benefits page for the correct storm if the governmental DOB amount for structure has changed due to the appeal. A DOB offset is entered if the funding amount included quantifiable ineligible items and a note is entered on the Offset Notes section.

JGE

DUPLICATION OF BENEFIT VERIFICATION					
Impacted by Disaster	Irene	Lee	Sandy	Total	Current DATA Display Amount
→	<input type="text"/>				

→ Other Government Funds	<input type="text"/>	<input type="text"/>	\$0	\$0	<input type="text"/>
→ Other Non-Government Funds	<input type="text"/>	<input type="text"/>	\$0	\$0	<input type="text"/>

J.O

Appeals: Standard Operating Procedure

15. Appeals Involving GIS Data

There are 2 GIS clarification types; only one can be appealed.

- Note 1: GIS appeals are opened when there is a floodplain designation discrepancy.
- Note 2: The need for a GIS clarification is identified when the GIS data display and the Tier II report do not match or when the homeowner states that their property has been designated incorrectly.

15.1. Internal GIS Clarification: This cannot be appealed

15.2. External GIS Clarification: This can be appealed

- The applicant must submit a fully executed appeal form.
- The Appeal Case Manager reviews the GIS Data Display and Tier II report to ensure the correct applicant and damaged property information is present. The Appeal Case Manager then ensures that there is a discrepancy between the GIS Data Display and the Tier II report that needs to be addressed. The Appeal Case Manager will also review any supporting documentation provided.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.

External Data Sources	
<input checked="" type="checkbox"/>	<u>FEMA Data Display</u>
<input checked="" type="checkbox"/>	<u>NYS DR Data Display</u>
<input checked="" type="checkbox"/>	<u>GIS Data Display</u>
<input type="checkbox"/>	<u>GIS Replacement Data Display</u>
<input checked="" type="checkbox"/>	<u>NFIP Data Display</u>
<input checked="" type="checkbox"/>	<u>SBA Housing Data Display</u>
<input type="checkbox"/>	<u>SBA Business Data Display</u>



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Appeals: Standard Operating Procedure

GIS DATA DISPLAY

Data	GIS Result
Primary Owner	-
Damaged Property Address	4 LEE PL, Amityville, NY, 11701
Structure in 100-Yr Floodplain	
100-Yr Floodplain	Yes
500-Yr Floodplain	No
BFE	7
ABFE	-
2000ft buffer	140
Wetland	No
Flood zone	AE
Floodway	-
CoBRA Zone	-

Environmental Review

- [Environmental Record of Review \(ERR\)](#)
- [IMA Environmental Review](#)

Documents

Environmental Record of Review

- [103-HA-43238-2013_ERR_All_Maps.pdf](#)
- [103-HA-43238-2013_ERR_Final_Tier_2_Checklist.pdf](#)
- [103-HA-43238-2013_ERR_Floodplain_Map.pdf](#)
- [103-HA-43238-2013_ERR_Hist_Review_UPDATED.pdf](#)
- [103-HA-43238-2013_ERR_Hist_Review.pdf](#)

16. Appeals Involving Applicants in Interim Mortgage Assistance Program (IMA)

16.1. IMA: DOB

- Note 1: Funding disbursed from FEMA or a third party organization for the purpose of providing mortgage or rental assistance is counted as DOB.
- The applicant must submit a fully executed appeal form.
- This type of appeal is opened when the applicant believes the amount of rental assistance funds being counted as DOB is incorrect.
- In instances where the DOB in question was received from an insurance provider, the Appeal Case Manager sends a DOB verification worksheet, along with the program Consent and Release form, to the insurance provider requesting updated information. The DOB verification worksheet is compiled with the applicant's name,

JGE

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Appeals: Standard Operating Procedure

address, insurance company name, and insurance policy number. The insurance provider returns the DOB verification worksheet with all known DOB information. The Appeal Case Manager uploads the new DOB verification worksheet and any relevant correspondence into OnBase.

- In instances in which the DOB in question was received from a charity or third party organization, the Appeal Case Manager reviews any documentation provided by the applicant to determine the DOB amount. The Appeal Case Manager also reaches out to the charitable organization directly through email or phone correspondence to request further explanation of the assistance. If the supporting documentation or outreach to the charitable organization does not yield sufficient evidence of the fund amount, that is represented in the Appeal Summary.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
 - Note 1: If the appeal determination necessitates it if the amount changed due to the clarification findings, the "Rental Assistance-Insurance Paid" field on the Duplication of Benefits Verification page in IntelliGrants is updated for the corresponding storm.

DUPLICATION OF BENEFIT VERIFICATION					
Impacted by Disaster	Irene	Lee	Sandy	Total	Current DATA Display Amount
Rental Assistance- Insurance Paid	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	
Private Flood Insurance Paid	<input type="text"/>	<input type="text"/>	\$0	\$0	
Property Insurance Paid	<input type="text"/>	<input type="text"/>	\$0	\$0	

File

- Note 2: If DOB funds are discovered or the amount changed due to the appeal determination, the "Other Rental Assistance" field on the IMA Duplication of Benefits Review page is updated for the corresponding storm.

V.O

Appeals: Standard Operating Procedure

IMA Award Calculation

- IMA Duplication Of Benefit Review
- IMA Award Calculations

Duplication of Benefit Review

Source of Assistance	Irene	Lee	Sandy	Total
FEMA Rental Assistance			\$7,282.00	\$7,282.00
Insurance Rental Assistance				\$0
Federation Employment and Guidance Service, Inc				
Other Rental Assistance				
Total Housing Cost Assistance Benefit Received				

Duplication of Benefit Review

Source of Assistance	Irene	Lee	Sandy	Total
FEMA Rental Assistance			\$7,282.00	\$7,282.00
Insurance Rental Assistance				\$0
Federation Employment and Guidance Service, Inc				
Other Rental Assistance				
Total Housing Cost Assistance Benefit Received				

16.2. IMA: Eligibility

- The applicant must submit a fully executed appeal form.
- This type of appeal is opened when the applicant was found ineligible for the IMA program and would like to dispute those findings.
- All documentation that has been provided is reviewed to write up the Appeal Summary. The Appeal Case Manager asks for additional documentation if the applicant did not supply all program approved documents to substantiate eligibility.
 - Note 1: The IMA customer service representative or the Appeal Case Manager will reach out to the applicant to gather needed documentation.
 - Note 2: The Appeal Case Manager addresses any questions regarding IMA documentation or program eligibility to the IMA Project Manager.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.

Lee

V.O

Appeals: Standard Operating Procedure

- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.

17. Appeals Involving Receipt Review

17.1. Receipt Review: Eligible Activities

- The applicant must submit a fully executed appeal form.
- This type of appeal is opened when the applicant would like a receipt-based review of funds spent in excess of our Allowable Activities (AA) estimate. The amount of the receipts is then reviewed to offset the DOB amount applied to the Estimated Cost of Repair (ECR).
- GOSR's Receipt Review Analysts reviews the "Receipt Review Form" along with all attached receipts. It advised to submit new receipts and receipt review form or we'll just submit the old one to the committee and no additional DOB offset will be given
- The Appeal Case Manager is notified by GOSR if the form is completed incorrectly or if additional documentation is needed. The team requests that the customer service representative contact the applicant to obtain the needed documentation.
- The Appeal Case Manager notifies GOSR when the requested documentation has been acquired and is present in IntelliGrants on the Clarifications page for their review.
- The Appeal Case Manager marks the clarification status field as completed in IntelliGrants and generates the CLDF date if the results of the receipt review benefit the applicant.
 - Note 1: GOSR notifies the Appeal Case Manager once a submitted paperwork has been reviewed.
 - Note 2: For applications that are being flipped to reconstruction, once an appeal determination has been made if approved a DOB offset will need to enter on the Duplication of Benefits page in IntelliGrants.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.

17.2. Receipt Review: Other

- Note 1: This appeal type is opened when the applicant requests a multi-storm receipt review or a receipt review to create a DOB offset for repairs completed on the home before it was known that the home must be demolished and reconstructed.
- The applicant must submit a fully executed appeal form.

Appeals: Standard Operating Procedure

- GOSR reviews the "Receipt Review Form" along with all attached receipts.
- It is advised to submit new receipts and receipt review form or we'll just submit the old one to the committee and no additional DOB offset will be given
- The Appeal Case Manager is notified by GOSR if the form is completed incorrectly or if additional documentation is needed. The team requests that the customer service representative contact the applicant to obtain the needed documentation.
- The Appeal Case Manager notifies GOSR when the requested documentation has been acquired and is present in IntelliGrants on the Appeals page for their review.
- The appeal summary is completed. This is a culmination of all documents in the file and the information that pertains to the issue.
- The Appeal moves through the review process and is heard by the Appeals Committee.
- Upon GOSR legal sending the determination to the applicant via United States Postal Service in the form of a letter.
- The appeal status is marked complete based on GOSR's determination and closed in IntelliGrants and OnBase.
 - Note: Once an appeal determination has been made if approved a DOB offset will need to enter on the Duplication of Benefits page in IntelliGrants.
 - For applications that are being flipped to reconstruction, once an appeal determination has been made if approved a DOB offset will need to enter on the Duplication of Benefits page in IntelliGrants.

The Appeal Team sends correspondence to the customer service representative requesting that the applicant be notified when the results of the receipt review does not increase the applicant's award amount. The applicant is given the option to withdraw the appeal. In this instance, the Appeal Team marks the appeal status field as withdrawn on the Appeal page in IntelliGrants and OnBase if written withdrawal is received. If the applicant does not want to withdraw the appeal, the appeal determination process is completed.

Joe

Appeals: Standard Operating Procedure

Appendix Items

- 1.) OnBase Appeal Process Walkthrough
- 2.) OnBase User Guide (in the vault)
- 3.) Appeal Form
- 4.) Appeal Extension Form
- 5.) Appeal Withdrawal Form
- 6.) Example of Appeal Summary
- 7.) Example of Appeal Determination Letter
- 8.) Appeal Process Flow Chart

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VO



Eligibility Review Procedures

Introduction

The purpose of an Eligibility Review is to prepare an application for a full Verification of Benefits (VOB) Team review by ensuring all basic program requirements have been met and resolving problem areas that could hinder the progress of the application through the program.

The following are the QC Specialist steps to complete an eligibility review:

1. Search for the application file number

- a. Enter either the full application number or the specific identification number of the application.
- b. Select Search

My Assistance Application

Use the search functionality below to find a specific Assistance Application.

Search Assistance Application

Assistance Application Types -- Select --

Assistance Application Name 12345

Person

Status -- Select --

Organization

Year

BoE

2. Disaster Assistance Menu

- a. Select the "View Forms" link on this page.

View, Edit and Complete Forms

Select the View Forms button below to view, edit, and complete forms.

U.O



APPLICATION VERIFICATION PAGES

3. Eligibility Information Verification

- a. All questions on this page must be answered.
- b. Determine if applicant certified that the household is low-to-moderate income (LMI) or Urgent Need.

Is your household considered low- and moderate-income? (Select One)

Yes No*

Note 1: If the applicant answered "yes" to this question, the VOB Team will need to conduct an income calculation review. The Eligibility Reviewer must ensure an Income Certification Form is present and that Income Verification Forms have been received for all adult household members.

- c. Take note of which storm(s) the property was affected by.

Which storm were you impacted by?

Hurricane Sandy Hurricane Irene Tropical Storm Lee

Chronological order of storms:

- Hurricane Irene: August 28, 2011
- Tropical Storm Lee: September 7, 2011
- Superstorm Sandy: October 29, 2012

JGE

Note 1: Primary residency needs to be proven based on the year of the storm the applicant was impacted by.

Note 2: If the property was affected by more than one storm, primary residency will be proven for the most recent storm.

4. Primary Applicant Information

- a. Verify that all required fields have been answered.

Note 1: Required fields are notated on the IG page by a red asterisk.

Note 2: If the applicant certified that the household is LMI, take note of the household size identified on this page. This number will need to be compared to information provided on the Applicant Demographic Information Verification page and the Income Certification Form. All three locations should indicate the same number. If they do not, the CR will inquire with the applicant regarding current household size, update the Applicant Demographic Information Verification page, and create a communication log to document the interaction.

V.O



Primary Applicant Information Page:

Total number residing in household 2 *

Applicant Demographic Information Verification Page:

How many people live in your home? 1 *
How many household occupants are under the age of 18? 0

Review Income Certification Form (See http://stormrecovery.ny.gov/sites/default/files/documents/Income Certification FINAL.pdf for sample form)

Note 3: The primary applicant name and the co-applicant name should never be deleted from the application.

5. Property Ownership Information Verification

- a. Verify that all required fields have been answered on this page.
b. Review the names listed in the Ownership/Acquisition section of the page.

PROPERTY OWNERSHIP INFORMATION
NAME ON THE OWNERSHIP/ACQUISITION DEED OF DAMAGED PROPERTY
Last Name First Name Middle Name Suffix
Please provide company name if property is owned by an organization or association.
Company Name
Is this company an owners' association, condo or co-op? If yes, please select the type.
Other:
Are there any other names on the ownership/acquisition deed? Yes No
If yes, please list all other names here:
Last Name First Name Middle Name Suffix Phone

False

Note 1: All owners as identified on the deed, trustee affidavit, executor/administrator affidavit, or the heirship affidavit must be listed here.

J.O



Note 2: All special circumstance ownership documents should be uploaded to the Owner Identify and Ownership Verification page. Any questions regarding ownership should be directed towards the Title Department.

6. Co-applicant Information (as identified on deed or mortgage) Verification

- a. Verify all fields on page are complete, if applicable.

Note1: The primary applicant indicates whether a co-applicant is included on the application.

Note 2: A co-applicant will be asked to sign all intake documents if they are an owner and an occupant of the property. The co-applicant signature is not necessary if they are not an owner or occupant of the property.

Note 3: It is not required that individuals meeting the above requirements be made a co-applicant as long as primary residency and ownership can be proven for the primary applicant. The CR is however allowed to add a co-applicant at the request of the primary applicant.

7. Power of Attorney or Trustee or Other Legal Designee Verification

- a. Verify all fields are complete if a Power of Attorney, Trustee Affidavit, Executor/Administrator Affidavit, or Heirship Affidavit has been provided. (See "Instructions for Collecting and Recording Trustee and Executor/Administrator Affidavit")
- b. If none of these circumstances are applicable, ensure the "Not Applicable" field has been selected.

John

POWER OF ATTORNEY OR TRUSTEE OR OTHER LEGAL DESIGNEE		
<input checked="" type="checkbox"/>	Not Applicable	←
Prefix	Last Name	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Note 1: Any questions regarding the completion and correction of this page should be addressed to the Title Department.

8. Information about your Damaged Property Verification

- a. Verify damaged address fields are complete.

Address					
House Number	Street Direction	Street Name	Street Type	Street Direction 2	Unit/Apt Number
<input type="text"/>					
City	County	Zip			
<input type="text"/>	Nassau County	<input type="text"/>			

JO



.If the address listed on this page is the same as the address listed on the Primary Applicant Verification page, ensure the "Same as Present Mailing Address" selection has been made.

INFORMATION ABOUT YOUR DAMAGED PROPERTY	
STRUCTURE INFORMATION	
Same as Present Mailing Address <input type="checkbox"/>	←

c. Take note of the structure type indicated.

Type of Structure: * <input checked="" type="radio"/> Single <input type="radio"/> Multi-Unit (if multi-unit, number of units) <input type="text"/>
--

Note 1: This information must correspond to the information entered on the Damaged Property Verification page in the Residential Occupancy Type field.

9. Applicant Demographic Information

- a. If applicant has indicated their household is LMI, ensure this page is completed with as much information as the applicant is comfortable providing.
- b. Verify that Income Verification Forms are uploaded and signed for each adult household member.
- c. Verify that a signed Income Certification form is present in the file.

JSE

Note 1: The Income Certification Form and the Income Verification Forms might be manually uploaded on the Certifications and Authorization page.

d. Verify we have income documents for each adult household member as indicated on their corresponding Income Verification Form.

Note 1: The year the application was submitted will dictate the year for which income documents are needed. For example, if the application was submitted in 2014 and the applicant certified on the Income Verification Form that they receive a payroll income, the 2013 (or more current) tax returns or paystubs would be needed.

V.O



APPLICANT DEMOGRAPHIC INFORMATION

Household Type (please select the most accurate)

- Female headed single parent household
- Male headed single parent household
- Single Adult
- Two or more unrelated adults
- Married with children
- Married without children
- Other

How many people live in your home?

How many household occupants are under the age of 18?

For each person currently living in your home whether related or not, provide the following information:
(Note: DOB, SSN and Income not required for Minors)

Person Name	Race*	Ethnicity*	Disability Status**	Elderly Status***	Relationship to Applicant
Applicant	<input type="text"/>				
Co-Applicant	<input type="text"/>				
<input type="text"/>					

10. Residential Income-generating Property Occupant Demographic Information Verification

- a. Information should only be entered on this page if the property is a duplex (two unit residence).

Note 1: If any information is entered on this page and the property is a known single unit, the CR must inquire with the applicant if an error has been made on the page, create a communication log to notate the discussion, and correct the Residential Income-generating page as needed.

JGE

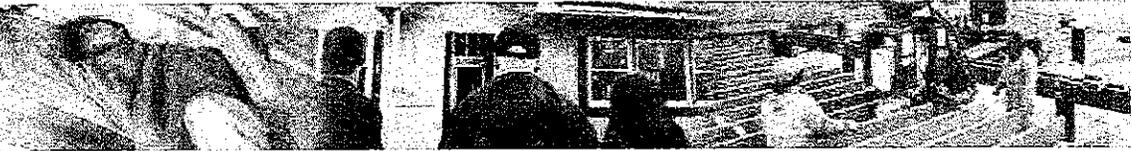
11. Prior Disaster-related Assistance Received To Date Verification (FEMA)

- a. Ensure no Global Errors exist on the page.

Note 1: If applicant provided a FEMA award or denial letter, but did not complete the Prior Disaster-related Assistance Received to Date Verification and no information was found on the FEMA Data Display, the Customer Service Representative needs to be notified and the applicant contacted. The Prior-Disaster-related Assistance Received to Date Verification page will then need to be completed in order to ensure all DOB is found during the VOB Review process.

External Data Sources	
<input type="checkbox"/>	FEMA Data Display 10/4/2013 10:21:40 AM
<input checked="" type="checkbox"/>	NYSDR Data Display 10/3/2013 5:18:47 PM
<input checked="" type="checkbox"/>	GIS Data Display 10/3/2013 5:11:20 PM
<input checked="" type="checkbox"/>	NFIP Data Display 10/4/2013 9:31:41 AM
<input checked="" type="checkbox"/>	SBA Housing Data Display 10/3/2013 5:41:28 PM
<input checked="" type="checkbox"/>	SBA Business Data Display 11/1/2013 4:06:27 PM

V.O



12. Small Business Administration (SBA) Verification

- a. Verify no Global Errors exist.

Note 1: If applicant provided a SBA award or denial letter, but did not complete the Small Business Administration Verification page and no information was found on the SBA Housing Data Display, the Customer Service Representative needs to be notified and the applicant contacted. The Small Business Administration Verification page will then need to be completed in order to ensure all DOB is found during the VOB Review process.

External Data Sources		
<input checked="" type="checkbox"/>	FEMA Data Display	10/4/2013 10:21:40 AM
<input checked="" type="checkbox"/>	NYS DR Data Display	10/3/2013 5:18:47 PM
<input checked="" type="checkbox"/>	GIS Data Display	10/3/2013 5:11:20 PM
<input checked="" type="checkbox"/>	NFIP Data Display	10/4/2013 9:31:41 AM
<input checked="" type="checkbox"/>	SBA Housing Data Display	10/3/2013 5:41:28 PM
<input checked="" type="checkbox"/>	SBA Business Data Display	11/1/2013 4:06:27 PM

13. Homeowner Insurance Policy Verification

- a. If applicant indicated they had Homeowner Insurance at the time of the storm, verify that at least the first three questions on the page are answered.

JGE

HOMEOWNERS INSURANCE POLICY

WAS A HOMEOWNERS INSURANCE POLICY IN EFFECT ON DAMAGED RESIDENCE AT THE TIME OF THE STORM?
 Yes No

If yes, please provide a copy of your insurance policy demonstrating active coverage at the time of damage as well as a copy of the settlement letter, if applicable.

Name of Insured (Check if same as applicant If not same as applicant, complete following information

First Name Last Name Middle Name Suffix

Name of Insurance Company:

Insurance Policy No.:

Agent's Name: Phone No. of Agent:

Insured Value of Structure:

Start Date of Policy in effect at the Time of the Storm:

End Date of Policy in effect at the Time of the Storm:

Total Damage Estimated by Insurer: \$0

Claim No.

If settled, how much for structure? \$0

If pending, how much for structure? \$0

If denied please provide denial letter

Please upload approval/denial information:

14. Property Insurance Policy Verification

- a. If applicant indicated they had Property Insurance at the time of the storm, verify that at least the first three questions on the page are answered.

JGE



PROPERTY INSURANCE POLICY

WAS A PROPERTY INSURANCE POLICY IN EFFECT ON DAMAGED RESIDENCE AT THE TIME OF THE STORM?

Yes No

If yes, please provide a copy of your insurance policy demonstrating active coverage at the time of damage as well as a copy of the settlement letter.

Name of Insured (Check if same as applicant) If not same as applicant, complete following information

First Name	Last Name	Middle Name	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Name of Insurance Company:

Agent's Name: Phone No. of Agent:

Insured Value of Structure:

Insurance Policy No.:

Start Date of Policy in effect at the Time of the Storm:

End Date of Policy in effect at the Time of the Storm:

Total Damage Estimated by Insurer:

Claim No.

If settled, how much for structure?

If pending, how much for structure?

If denied please provide denial letter

Please upload approval/denial information: [Browse...](#)

15. Flood Insurance Policy Verification

- a. If applicant indicated they had Flood Insurance at the time of the storm, verify that at least the first three questions on the page are answered.

FLOOD INSURANCE POLICY

WAS A FLOOD INSURANCE POLICY IN EFFECT ON DAMAGED RESIDENCE AT THE TIME OF THE STORM?

Yes No

If yes, please provide a copy of your insurance policy demonstrating active coverage at the time of damage as well as a copy of the settlement letter, if applicable.

Name of Insured (Check if same as applicant) If not same as applicant, complete following information

First Name	Last Name	Middle Name	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Name of Insurance Company:

Insurance Policy No.:

Agent's Name: Phone No. of Agent:

Insured Value of Structure:

Start Date of Policy in effect at the Time of the Storm:

End Date of Policy in effect at the Time of the Storm:

Total Damage Estimated by Insurer:

Claim No.

If settled, how much for structure?

If pending, how much for structure?

If denied please provide denial letter

Please upload approval/denial information: [Browse...](#)

Prior to this event, did you ever file a claim and receive payment from the National Flood Insurance Program? Yes No

If yes, was flood insurance required Yes No

If yes, did you maintain evidence of flood insurance? Yes No

JGE

V.O



16. Assistance Summary Verification

a. Verify at least the first question on this page has been answered.

ASSISTANCE SUMMARY VERIFICATION

OTHER STATE /FEDERAL /LOCAL ASSISTANCE

Have you applied for any storm-related assistance from other federal, state, local, private, not-for-profit or other resources for damage to your home? Yes No*

If YES, What other assistance has been provided?
(Examples include but not limited to; NYS Homeownership Repair and Rebuilding Fund (HRRF) and Empire State Relief Fund (ESRF)).

OTHER LOANS/ PRIVATE ASSISTANCE

Have you applied for a home equity loan to cover costs incurred from storm related damage? Yes No*

If yes, please provide status of application.

Have you applied for any personal loans or bank financing, or other non-governmental loan assistance to cover costs incurred from the storm?
 Yes No*

If yes, please provide status of application

TOTAL ASSISTANCE CALCULATION

(Total will auto populate when you click Review and Submit)

Amount received/expected from FEMA	\$2,000.00
Amount received/expected from SBA	\$0
Amount received/expected from Flood Insurance Policy proceeds	\$16,000.00
Amount received/expected from Homeowners Insurance Policy proceeds	\$6,000.00
Amount received/expected from Property Insurance Policy proceeds	\$0
Amount received from any other Governmental Assistance	\$0
Amount received from any Non-Governmental Assistance	\$0
Total Disaster Compensation (sum of above)	\$24,000.00
Amount of receipts for prior rehabilitation work completed	\$0

Yes

b. If the applicant indicated they did apply to a 3rd party organization, review the Duplication of Benefits Verification page for an award or denial letter from the organization. If the answer reflects a "Yes", the Explanation box must be completed with all applicable organizations that provided other assistance.

Note 1: If there is no documentation for the charity listed, the Customer Service Representative will need to request documentation from the applicant. If no documentation can be found, a communication log needs to be created containing as much information concerning the charity and any funds the applicant might have received.

V.O



Program Threshold Verification Pages

1. Owner Identify and Verification Page

- a. Review Title to verify the applicant(s) are owners and that the Title Determination field is a Send. If no title has been run, return file to the Title Department and request a title be uploaded. If the title is not set to "Send," inquire with Title Department to determine if any problems exist concerning the title.

Note: Often a property tax statement will be uploaded here. This document can be used to prove primary residence if it adheres to the guidance set forth in the policy manual.

- b. Ensure a photo government issued ID is present for each applicant.

Note: Documents can be uploaded manually in the 'Owner Identity Verification' section or FTP uploaded to the 'Owner Identity and Citizenship' section. If document is uploaded and acceptable, toggle drop down to Yes. If documents are not acceptable, return to Customer Service Representative.

Owner Identity Verification*

Yes ▾ ←

Document Required? No Yes

Requested Date	Received Date	Owner Identity Verification	Doc Upload	Doc Acceptable?	Doc Accepted Date	Verified
			<input type="button" value="Browse..."/>	<input type="radio"/> No <input type="radio"/> Yes		<input type="radio"/> No <input type="radio"/> Yes

JSE

- c. Ensure proof of citizenship is uploaded for each applicant.

Note: Documents can be uploaded manually in the 'Owner Citizenship Verification' section or FTP uploaded to the 'Owner Identity and Citizenship' section. If document is uploaded and acceptable, toggle drop down to Yes. If documents are not acceptable, return to Customer Service Representatives.

Owner Citizenship Verification*

Yes ▾*

Document Required? No Yes

Requested Date	Received Date	Owner Citizenship Verification	Doc Upload	Doc Acceptable?	Doc Accepted Date	Verified
			<input type="button" value="Browse..."/>	<input type="radio"/> No <input type="radio"/> Yes		<input type="radio"/> No <input type="radio"/> Yes

W

the 'Owner Special Circumstances' section for any special documents necessary to the file.

JSD



Note: Example documents that could be uploaded in this section are death certifications and marriage licenses. If a document is uploaded and acceptable, toggle the drop down to yes. If documents are not acceptable, return to Customer Service

Owner Special Circumstances*

Yes

Document Required? No Yes

Requested Date	Received Date	Owner Special Circumstances	Doc Upload	Doc Acceptable?	Doc Accepted Date	Verified
			Browse...	<input type="radio"/> No <input type="radio"/> Yes		<input type="radio"/> No <input type="radio"/> Yes

Power of Attorney: 059-HA-50983-2013_POA.pdf
059-HA-50983-2013_POA_MARRIAGECERT.pdf

tatives. If no documents are uploaded or needed, toggle drop down menu to No.

- e. All manually uploaded documents that are acceptable must have the 'Doc Acceptable?' and the 'Doc Acceptable Date' toggled.

JSB

Document Required? No Yes

Requested Date	Received Date	Owner Identity Verification	Doc Upload	Doc Acceptable?	Doc Accepted Date	Verified
			Browse...	<input type="radio"/> No <input type="radio"/> Yes		<input type="radio"/> No <input type="radio"/> Yes

2. Damaged Property Verification

- a. Verify that the question, 'Is Property Located in an Eligible Area?' is answered "Yes.
- b. Verify a 'Residential Occupancy Type' has been selected.
Note: "Primary Residence" and "Owner Occupied with Rental Unit(s)" are the 2 selections that will allow file to pass through the Single Family Home program.
Note: Reviewer must ensure at least one program approved document is uploaded to provide proof of primary residency in accordance with latest GOSR Closeout Guidance.
- c. Verify that a 'Residential Property Type' has been selected.
Note: "Single Family Home" and "Duplex" are the 2 selections that will allow the file to pass through the Single Family Home program.

Is Property Located in an Eligible Area?	<input checked="" type="radio"/> Yes <input type="radio"/> No*	←
Is Property NON-Compliant with NFIRA?	<input type="radio"/> Yes <input checked="" type="radio"/> No*	←
Residential Occupancy Type	Primary Residence	←*
Residential Property Type	Single Family Home	←

U.O



- d. If property is located on a Native American Reservation, ensure the “Located on a Native American Reservation” has been selected and the Reservation Name has been generated.

<input type="checkbox"/> Located on Native American Reservation	←
Reservation Name	←

- e. All manually uploaded documents that are acceptable must have the ‘Doc Acceptable?’ and the ‘Doc Acceptable Date’ toggled.

3. Applicant Income Verification

- a. If Applicant has stated they are LMI on the ‘Eligibility Information Verification’ page, verify that income documents have been obtained from all adult household members as stated on their Income Verification Forms.

Note: The year the application was submitted will dictate what income document year is acceptable. If the application was submitted in 2013, 2012 to current income documents are acceptable. If the application was submitted in 2014, 2013 to current income documents are acceptable. If the incorrect income documents are uploaded, return to the Customer Service Representative.

Note: A Federal or State Tax Return from the year of the impacting storm can be used to prove primary residence.

Note: For LMI files, when tax returns are provided to calculate income they must be signed by the individual household member(s). However, if the tax returned is prepared by a tax preparer, the household member’s signature is not required if the tax return includes the preparer’s PTIN number.

JGE

4. Duplication of Benefits Verification Page

Note: A FEMA award letter can be used to prove primary residence (must follow GOSR policy guidelines)

5. Certifications and Authorizations

- a. Verify that the following intake documents are uploaded to the page and signed by the applicant(s):
- i. Eligibility Release
 - ii. Consent and Release
 - iii. Insurance Certification
 - iv. Subrogation Agreement

U/O



- v. Income Verification Release
- vi. Income Certification

Note: The Income Verification Release form is required for all adult household members when the file indicates the household is LMI (low-to-moderate income).

Note: Any changes made to the intake documents, or any of the verification pages, must be documented in a communication log. The CR must also initial next to any changes made on an intake document.

6. Application Properties

- a. Verify that the appropriate "ESL/LEP" fields have been answered.

ESL/LEP

Limited English Proficiency? Yes No*

If you answered **Yes** to the question above, choose a primary language below.

- Chinese
- Haitian
- Italian
- Korean
- Russian
- Spanish
- Other

JCE

- b. Verify that the "Eligibility: Is this Application Eligible" field has been toggled to a 'Yes'.
- c. Verify that the "Triage", "Inactive", and "Withdrawn" fields are toggled to a 'No'.

7. SIGNATURES – Add to bottom of page and get snip-it of a correctly signed application

- a. Scroll to "Other Disaster Funding" section and Select "Signatures".
- b. Verify application has been electronically signed by applicant and co-applicant (if applicable).

Note: If there are an applicant and a co-applicant on file and both individuals signed all of the intake documents, only one applicant signature is needed on the application. If signature(s) are missing, file is returned to Customer Service Representative with correction.

Other Disaster Funding	
	Additional Information JaceKtsLMI GroupC 8/27/2013 4:37:18 PM
	Signatures JaceKtsLMI GroupC 8/27/2013 4:37:18 PM

VO

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Damage Assessments

Louisiana Shelter at Home Program

LEGAL RIGHT OF ENTRY AND INDEMNIFICATION FORM

What am I signing?

This is a Right of Entry and Indemnification Form. This form gives Louisiana Shelter at Home teams (government employees (State and Federal) and contractors) the legal right to enter your home. We cannot enter your home until you sign this form.

What does this form authorize?

This form legally allows Louisiana Shelter at Home to:

- Enter your home and property to inspect for damages, and
- If you choose to continue participation, and if you and your home qualify for this program, take actions that are covered under the Louisiana Shelter at Home program.

Disclaimers:

- All inspections and actions by the Louisiana Shelter at Home program are done at no costs to you the homeowner.
- If you commit fraud on this form, you may be held liable for costs and be charged with a Federal crime.
- This form is valid for 180 days unless canceled by the homeowner in writing.
- You are waiving liability and indemnifying the Federal, State, and City Government and their contractors against any loss, damage, destruction to the home or items in the home, or injury or death to people on the property.
- The Contractor may share any information it collects with other parties- such as government agencies and Contractors or sub-contractors- in order to inspect and repair your home. The State and the Contractor will not share this information with parties outside the Louisiana Shelter at Home program.
- If you elect to use this program, you will not be eligible for any other Government Sheltering options.

Remember, this form only authorizes people with an official Louisiana Shelter at Home ID to enter your home. If someone comes to your home and you are not sure if they are part of Louisiana Shelter at Home program, please contact the Louisiana Shelter at Home Program:

By Phone: 1-800-927-0216

By email: shelterathome@la.gov

JS

0-0

Please use ballpoint or roller ball pens and print clearly

<u>For FEMA/State Use Only</u>	
ROE No.: _____	Age of Structure: _____
GPS Location: Long: _____	Lat: _____
Remarks: _____	

RIGHT-OF-ENTRY PERMIT

Owner Name		
Insurance Company; Policy No. & Claim No.		
Owner's FEMA Individual Assistance Registration Number		
Street Address		
City/Town		
Parish		
Phone	Primary	Alternate

The undersigned, ("Owner"), hereby unconditionally authorizes the State, the United States of America including the Federal Emergency Management Agency (FEMA), and participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors (collectively, with FEMA, the "Assistance Providers") to have the right of access and to enter in and outo the property described above for the purpose of performing inspections and/or emergency protective measures resulting from the declared flooding (FEMA-DR-4277-LA) at no expense to Owner for purposes of participating in the Sheltering and Temporary Essential Power (STEP) Assistance Program.

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It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections or undertake emergency protective measures to the Property. Owner understands that no emergency protective measures will be performed until this ROE is completed in full.

1. **Time Period:** The ROE shall expire 180 days after signature unless sooner cancelled according to the terms herein.
2. **Inspection/Emergency Protective Measures Authorized:** The ROE authorizes inspection and emergency protective measures to the Property. Owner understands that the Government, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required emergency protective measures. If Owner disagrees with the nature or extent of proposed actions, Owner may refuse any additional work and cancel this ROE at any time on the provided form labeled "Right-of-Entry Permit - Request for Cancellation."
3. **Documentation of Damage:** The Assistance Providers will be photographing and otherwise documenting damage and work completed under this program. However, the Owner acknowledges that it is solely the Owner's responsibility to document damage for potential insurance proceeds or additional assistance programs. If possible, the Owner should photograph or otherwise document all damage before any work begins, is repaired, and/or items are removed from the property. Lack of documentation may limit subsequent proceeds or assistance.
4. **Disclosures:** By signing this ROE, Owner acknowledges that none, some, or all of the following work may be performed pursuant to this ROE and FEMA policy. Owner further acknowledges that work may involve the use of raw, unfinished materials to provide only emergency protective measures.

JGE

Owner: _____

Property Address: _____

Page: 2

- 1) Removal of debris to curbside including damaged drywall, flooring, carpeting, ceilings, doors, insulation, fixtures and cabinets and other unsalvageable contents;
- 2) Cleaning and sanitizing interior of residence to include ductwork;
- 3) Ensure one useable bathroom vanity, sink, toilet, and tank;
- 4) Drywall replacement only to safely cover electrical shelter-in-place repairs;
- 5) Repair or replacement of nonfunctioning interior/exterior doors;
- 6) Remove and/or install floor covering;
- 7) Inspection, cleaning, repair or demolition and replacement of damaged circuit breakers, panel boxes, electrical conduit, service cables, outlets, switches, and receptacles;
- 8) Cleaning, testing and minor repair of furnaces, baseboard heaters or central air conditioning. Window air conditioning units may be provided in lieu of repair of central air conditioning. Temporary baseboard heaters may be provided in lieu of repairing furnaces.
- 9) Repair or replace damaged window air conditioning unit(s);
- 10) Repair or replace damaged water heaters. Replacement water heaters will be the minimum necessary capacity, but water heaters of similar capacity may be utilized when cost effective;
- 11) Weatherproofing to include temporary roof, wall, and window repairs;
- 12) Minor repairs to interior or exterior to provide safe access (e.g. stairs, ramps) and living environment;
- 13) Asbestos and lead assessment and abatement necessary to make repairs (not pre-existing paint and soldered plumbing fixtures);
- 14) Inspect, test and repair of natural gas lines, valves, and pipes;
- 15) Well decontamination if only source of potable water;
- 16) Inspect and minor repair of plumbing, and sewer or septic components and connections to ensure a safe and sanitary living environment;
- 17) Items and work necessary to ensure safe shelter for individuals with access and functional needs;
- 18) Minimal cooking and refrigeration appliances necessary for shelter-in-place (not to exceed \$500 combined);
- 19) Mini-fridges for doctor prescribed medical needs.

5. Assistance Providers Held Harmless: The Owner acknowledges that the Government's decisions on whether, when, where, and how to provide disaster relief to Owner's property are discretionary functions. Owner recognizes that 42 USC § 5148 states: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this chapter." Additionally, the undersigned will indemnify and hold harmless all Assistance Providers listed above for any and all liability, loss, damage, or destruction of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid Assistance Providers taken to accomplish the aforementioned purpose. The Owner agrees that the State of Louisiana, along with its contractors, in accordance with LA RS 29:735, are indemnified and will be held harmless from any death of or any injury to persons or damage to property as a result of actions taken pursuant to the Louisiana Shelter at Home Program/FEMA STEP Assistance Program.

JGE

6. Miscellaneous:

a. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this ROE. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner. Owner will provide supporting documentation of Ownership in accordance with FEMA guidance before or at the time of signing this document.

b. This ROE includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.

c. Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both. In addition, the Owner understands that any individual who fraudulently or willfully misstates any fact in connection with

Owner: _____ Property Address: _____
Page: 4

RIGHT OF ENTRY PERMIT REQUEST FOR CANCELLATION

To cancel a previously-granted Right of Entry (ROE) permit, this cancellation form must be signed by the Owner, and delivered to the Federal Emergency Management Agency (FEMA) at a Disaster Recovery Center, by FAX to FEMA's National Processing Service Center at 1-800-827-8112. Allow at least three (3) days to process. *Alternatively, the ROE may be cancelled at the Property site by obtaining the signature of the authorized representative present when the crew appears for work.* It is recommended that the Owner make a copy of the signed cancellation prior to giving this form to the authorized representative. The authorized representative will keep the original signed copy for its records. Reproduction capability may not be available at the ROE collection points. Phone-in and verbal cancellations will not be accepted.

By canceling the ROE, Owner acknowledges that inspections and emergency protective measures may not be performed by the State, the United States of America including FEMA, or participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors.

I have read and understand the foregoing statement concerning cancellation policies. I hereby certify that I request to cancel the foregoing ROE and my request for disaster-related emergency protective measures.

Signature: _____ Date: _____
Owner Time

Printed Name: _____ Address: _____

I hereby acknowledge receipt of the foregoing request for cancellation:

Signature: _____ Date: _____
Authorized Representative Time

Printed Name: _____ Title: _____
(Indicate authorized organization and title)



Standard Operation Procedure for DA Field Monitoring

As of November, 2017

1. Scheduling Site Visits

- Field Monitors (Monitors) are to confirm the application number, address, and homeowners contact information.
- Monitors are to contact the homeowners prior to the visit to inform them they will be attending the damage assessment meeting.
- Monitors are to confirm the name, contact number, and email of the damage assessor prior to the visit.
- Monitors are to check eGrants for any PDFs or checklists to determine if it is a re-inspection or an initial damage assessment.
- Monitors are to print a copy of the Right of Entry (ROE) permit from eGrants and bring with them to the visit.

2. Arriving at the Site

- Monitors are to arrive at the site a minimum 15 minutes prior to the appointment and wait for the assessor.
- Monitors are to wear the required Restore Louisiana attire and carry their Restore badge.
- Monitors may need to inform the homeowner that they are present and waiting for the assessor if the assessor is more than 15 minutes late for the appointment.
- If the assessor is more than 15 minutes late, monitors need to contact the QA/QC Monitor team lead to inform the Damage Assessor’s Team lead of the current status and wait for instructions from the team lead.
- Should the damage assessor fail to show or if the visit is canceled, monitors are to inform homeowners of the process for rescheduling a visit and that they are leaving.

3. Field Monitor Checklist

Handwritten signature/initials

A. Overall

Criteria:	Y	N	Comments:
Arrival on time / Time Allocation			
Full Equipment (Laser measurer/Tape measure/ Digital Camera/ Clipboard/Writing utensils)			
Proper Attire/ RELA Badge			
Review and Explain Final SOW with Homeowner			

B. Homeowner Interview Checklist

Criteria:	Y	N	Comments:
Courteously Greet			
Explain the purpose and process of the Site Visit			
Hazardous conditions (Condemned, Gas Leak, Extreme Environmental Condition, Electrical Hazard, Open Floor Joist)			
Flood Line			
Work by Shelter at Home/Charitable Organizations			
Self-repair (Summary)			
Changes in Floorplan post damage			
Remaining works (Summary)			
ADA Requirement			

Handwritten mark



C. Exterior Checklist

Scope / Photo Documentation	Y	N	Comments:
Footprint Measurement			
All 4 Elevations			
Roof / Fascia / Soffit / Gutter			
Structural Issue (Foundation/Framing/ Walls)			
MEP (AC Condenser/Gas Meter/ Electrical/Plumbing)			
Main Egress			
Any Life Safety Items (Exposed wires, Missing/loose handrail, More than 3/4" Tripping hazard, and etc.)			

D. Interior Checklist

Scope / Photo Documentation	Y	N	Comments:
General	Flood Line documented with measuring tape		
	Walls & Ceilings		
	Doors & Windows		
	Flooring		
	All damaged items		
	Any reimbursement items		
	Any Environmental hazards (black substance)		
HVAC	HVAC Unit with labels		
MEP	Mechanical Units with labels		
	Electrical Outlets, Switches, Light Fixtures, Smoke Detectors		
	Plumbing for Toilet, Bathroom sink, Kitchen sink		
Cabinetry	Kitchen Upper/Lower with inside Cabinetry, Countertops		
	Bathroom Vanity with inside of lower cabinetry		
Appliances	Kitchen Appliances with labels		
	Washer and Dryer with labels		

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E. Photos

- Monitors are to take photos of the front elevation to document the correct address.
- Monitors are to photo document any findings and concerns about the assessment.

4. Post Damage Assessment Reporting

- Monitors are to send the Field Monitoring Report to QA/QC Monitor Team Lead by next business day.
- QA/QC Monitor Team will analyze trends of field assessments and create a weekly report to send to the State and all Contractors.

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Duplication of Benefits



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Coordination of Benefits Worksheet

Application ID _____

Applicant Name: _____ Damaged Home Address _____

This worksheet summarizes your Coordination of Benefits calculation and will help determine the amount of disaster recovery funds you should still have available for the repair or reconstruction of your home. It will also determine if you are eligible to be reimbursed for out-of-pocket expenses you incurred to complete permanent repairs to your home. Applicants who are eligible for reimbursement must complete Step 7. All applicants must complete the certification in Step 8. Your Application Coordinator will review this form and certification with you during your option review meeting.

Step 1: Identify all sources of Disaster Recovery Benefits already received which were intended for home repair or reconstruction

- a. Private Insurance
- b. Flood Insurance (NFIP)
- c. FEMA Individual Assistance Repair Benefits
- d. FEMA Individual Assistance Replacement Benefits
- e. Small Business Administration Real Estate Disaster Loan
- f. Empire State Fund (ESF) Benefits
- g. Disaster Homeownership Repair and Rebuilding Fund (HRRF) Benefits
- h. Self-Declared Philanthropic Cash Assistance Specifically intended for Repair or Reconstruction
- i. **Total Benefits Received:** total of lines a through h.

a.	
b.	
c.	
d.	
e.	
f.	
g.	
h.	
i.	

STEP 2: Evaluate Form F13 to determine if there were out-of-pocket Temporary or Interim Housing Expenses

- j. Total Temporary Housing Benefits Received from Insurance and FEMA
- k. Approved Temporary Housing Expenses
- l. **Total Out of pocket Temporary or Interim Housing Expenses:** line j minus line k

j.	
k.	
l.	

STEP 3: Evaluate Form F13 and Program damage assessment to determine how Disaster Recovery Benefits were used. These are called Allowable Activity Offsets and are approved as permissible uses of disaster recovery funds.

- m. Homeowner and Contractor completed permanent repairs from the Program's damage assessment OR receipts reviewed in response to a Program Request for Review
- n. Pre-Construction Expenses
- o. Temporary Repair and Other Post-Storm Recovery Activities
- p. Out-of-pocket Temporary or Interim Housing Expenses (from line l)
- q. Contractor Fraud
- r. Forced Mortgage Payoff
- s. **Total Allowable Activity Offsets:** total of lines m through r

m.	
n.	
o.	
p.	
q.	
r.	
s.	

STEP 4: Calculate your Transfer Amount (the amount of your contribution for repair or reconstruction)

- t. Total Benefits Received (from line i)
- u. Total Allowable Activity Offsets (from line s)
- v. **Transfer Amount:** line t minus line u, if line u is greater than line t, then \$0

t.	
u.	
v.	



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Application ID

Coordination of Benefits Worksheet

REIMBURSEMENT DETERMINATION

If you do not have a transfer amount, the Program will evaluate your case to determine if you are eligible to be reimbursed for part of the out-of-pocket costs you incurred to perform permanent repairs to your home. The steps below provide you with the details of how your reimbursement amount was determined.

STEP 5: Calculate the total benefits you had available to perform permanent repairs to your home. The Program is allowed to reduce the amount of benefits you received by considering receipts for construction related expenses you provided with your Form F13. The Program is not allowed to consider non-construction related expenses such as temporary housing when calculating your reimbursement amount.

- aa. Total Disaster Recovery Benefits already received for home repair or reconstruction
- bb. Pre-Construction Expenses
- cc. Temporary Repair and Other Post-Storm Recovery Activities
- dd. **Total Available Repair Benefits:** Line aa minus lines bb and cc, if the sum of lines bb and cc is greater than line aa, then \$0

aa.	
bb.	
cc.	
dd.	

STEP 6: Calculate your Reimbursement Amount

- ee. Homeowner completed permanent repairs from the Program's damage assessment
- ff. Contractor completed permanent repairs from the Program's damage assessment
- gg. Total Available Repair Benefits (from line dd)
- hh. Maximum Reimbursement Amount (line ee plus ff minus line gg, if line gg is greater than line ee plus ff, then \$0)
- ii. 40% Reimbursement Reduction
- jj. Actual Reimbursement Amount: Line hh minus line ii

ee.	
ff.	
gg.	
hh.	
ii.	
jj.	

EXPLANATION OF THE CALCULATION

STEP 1: Identify all sources of Disaster Recovery Benefits already received which were intended for home repair or reconstruction

If you disagree with any of these amounts, please let us know at this meeting and do not sign this form. Note that this amount may include an amount for an SBA loan that you declined. If you declined an SBA loan and have not yet received financial counseling from the Program, please let us know. You may be able to remove this amount from your calculation depending upon the results of that financial counseling.

STEP 2: Evaluate the Form F13 to determine if there were out-of-pocket Temporary or Interim Housing Expenses

If you submitted receipts for temporary or interim housing expenses with your Form F13, the Program must determine the amount of those expenses that you paid for out-of-pocket. The Program does this by deducting any benefits that you received from your insurance company for additional living expenses or from FEMA for temporary housing expenses.



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Application ID

Coordination of Benefits Worksheet

STEP 3: Evaluate Form F13 and damage assessment to determine how Disaster Recovery Benefits were used

After calculating the total benefits received and your out-of-pocket temporary housing expenses, the Program must account for how you spent your disaster recovery benefits. Certain expenditures are allowed, while other types of expenditures are not considered by HUD to be an eligible use of disaster recovery funds which were intended for the repair or reconstruction of your home. The F13 Form that you completed provides additional information about what types of expenses are allowed and when those expenses must have been incurred.

The Program verifies how you spent your disaster recovery benefits through either a damage assessment or a review of written documentation that you provide. If the Program determines that you have properly spent disaster recovery benefits on allowable housing recovery-related activities, you will be given credit for that expenditure. This credit will be applied to offset the benefits received and calculate your transfer amount.

STEP 4: Calculate your Transfer Amount (the amount of your contribution for repair or reconstruction)

According to federal law, the Program may only provide assistance to fill a need which was not already met by another funding source. If you will be receiving repair or reconstruction assistance, the Program is only allowed to fund the portion of the project for which you have not already received assistance. The amount of Program funding will be your grant amount. If you already received funding for the repair or reconstruction of your home from another source, and those funds remain unspent or were spent on an activity which HUD considers to be an ineligible use, you will be required to contribute that amount towards your Program repair or rebuild project. This is called your transfer amount.

The Program determines the transfer amount by comparing the benefits you received for repair or reconstruction in Step 1 to the verified allowable activity expenditures listed in Step 3. If the Program cannot verify the expenditure, is not aware of the expenditure, or if disaster recovery funds were spent on an activity which is not considered by HUD to be an eligible use, you will be required to contribute that amount towards your repair or rebuild project just as if you had not spent the funds.

The amount listed in line (v) is the transfer amount that you must contribute towards your project if you wish to receive Repair or Rebuild assistance. If the transfer amount is zero, you will not be required to pay any funds in order to receive assistance, and you will also be evaluated for reimbursement of any out-of-pocket expenses you incurred to permanently repair or rebuild your home.

If you are not able to pay some or all of your transfer amount, the Program encourages you to move forward to the design phase. In some circumstances, the Program may be able to reduce or eliminate your transfer amount by doing less work in your home or by building a smaller or less costly home.



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Coordination of Benefits Worksheet

Application ID

STEPS 5 & 6: If there is no transfer amount owed, determine your reimbursement amount

According to HUD's reimbursement rules, the Program may only reimburse you for expenses which were incurred by you prior to October 29, 2013, or the date of your damage assessment (whichever is earlier). You may only be reimbursed for expenses which were incurred to make necessary, permanent repairs to your home. You may not be reimbursed for other expenses like temporary repairs or temporary housing. HUD rules also state that you may only be reimbursed for reasonable expenses incurred, which means that you may receive reimbursement credit in an amount that is less than what you actually paid for the repairs. In order to comply with this rule, the Program damage assessment assigns a value to the permanent repairs made to your home at a standardized price. This price may not be as high as what you paid for the repairs to your home. Please note that the Program's valuation may not be appealed.

In Step 5, the Program totals all of the benefits you received for repairing or reconstructing your home and reduces that amount by any construction related expenses that you received credit for on your Form 13. The Program cannot consider amounts paid for temporary housing, contractor fraud or forced mortgage payoff. The resulting amount is the total amount of benefits you had available to you to make permanent repairs to your home.

The Program then totals the value of the repairs made to your home, as determined by the Program damage assessment, and reduces that amount by the amount of benefits that you had available to you. The Program must do this, because you may only be reimbursed for out-of-pocket expenses you incurred to make repairs. If this amount is lower than you expected, it may be because the Program provided a lower value to the repairs than you actually spent (for example, you may have purchased higher cost items than the Program will reimburse you for). Please note that the Program's valuation may not be appealed. Due to funding limitations, the Program will reimburse you for 60% percent of your Maximum Reimbursement Amount (line hh). The *Actual Reimbursement Amount* (line jj) is the amount the Program will reimburse you if you meet reimbursement eligibility requirements¹ and agree to all of the requirements listed in the reimbursement grant agreement.

STEP 7: Certification of Expenses Incurred Prior to October 29, 2013

According to rules established by HUD, the Program may only reimburse you the amount stated above if you incurred the expense prior to October 29, 2013, or the date of your damage assessment, whichever is earlier. This is your reimbursement deadline. You incurred an expense if you spent money on materials, contractors, laborers or other construction costs OR if you entered into a contract to incur expenses prior to your reimbursement deadline. If you did not incur all of your expenses prior to your reimbursement deadline, you must tell us the amount that you incurred prior to your reimbursement deadline in the space below, and your reimbursement amount will be reduced to the amount you declare.

¹ Applicants receiving reimbursement must occupy the damaged property, meet the personal, environmental and property eligibility requirements for repair, and must not have any uncorrectable environmental deficiency which would prevent the use of federal funds for reimbursement.



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Coordination of Benefits Worksheet

Application ID

SELECT ONE (YOU SHOULD ONLY FILL THIS PORTION OUT IF YOU HAVE A REIMBURSEMENT AMOUNT)

I certify that I incurred expenses in at least the amount stated in line jj before my reimbursement deadline, by either expending funds or entering into contracts to repair or reconstruct my Sandy damaged home.

I did not incur expenses in at least the amount stated in line jj before my reimbursement deadline, but I incurred a lesser amount by either expending funds or entering into contracts to repair or reconstruct my Sandy damaged home. I am claiming that I should be reimbursed the amount stated below, which is the amount of expenses I incurred before my reimbursement deadline. (The amount you enter must be less than the amount stated in line jj or your reimbursement be invalidated.)

REIMBURSEMENT AMOUNT CLAIMED: \$ _____

STEP 8: Certification of Coordination of Benefits and Reimbursement Determination

I/We, the undersigned, understand that if the information in this document is not correct, I/we may be required to repay any duplicative benefits which were received as a result of providing incorrect information. I/We also understand that the information in this document may be turned over to the appropriate New York City investigative authorities for verification or investigation.

I/We hereby certify under penalty of perjury that the figures reported and statements made herein to the New York City Build it Back Program and the United States Department of Housing and Urban Development are true and correct.

Applicant Signature	Applicant Name (Printed)	Date
Joint Applicant Signature	Joint Applicant Name (Printed)	Date
Joint Applicant Signature	Joint Applicant Name (Printed)	Date
Joint Applicant Signature	Joint Applicant Name (Printed)	Date
Joint Applicant Signature	Joint Applicant Name (Printed)	Date

Duplication of Benefits

A Program Approved Reference Guide

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Overview

This desk reference describes the Duplication of Benefits (DOB) rules that apply to Community Development Block Grant – Disaster Recovery funds (CDBG-DR) under the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Stafford Act) and how they impact the awards offered in the program.

What is a Duplication of Benefits?

"A duplication of benefits (DOB) occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of need."

Because the program is funded by CDBG disaster-recovery funds, applicants participating in the program are required to adhere to program requirements that take into consideration other funding that may have been received by the applicant for the same purpose. The program shall ensure that no recipient of funds under its CDBG disaster recovery award has received a duplicate benefit.

Assistance **is** duplicative when two sources exceed need for the same recovery item. Assistance is **not** duplicative when two sources contribute to the same need, but the total assistance did not exceed the total need.

For example, if a family's damaged home costs \$100,000 to repair and the owner occupant homeowner received \$100,000 in insurance proceeds, the homeowner could not also receive federal disaster recovery funds to repair the home. Any additional federal assistance would duplicate the assistance already provided which fully addressed the recovery need.

When is a Duplication of Benefits Review Required?

- Funds provided to ensure qualified property owners are able to restore their property to a habitable condition and return to their homes
- Funds provided specifically for the purpose of rehabilitating or reconstructing the property.

What are Allowable Activities?

Allowable activities are considered non-duplicative assistance that is excluded from the total benefit amount.

As indicated above, if a property owner received funds from any source including insurance, FEMA and/or SBA for structural damage to their property from hurricane damage, the property owner must submit documentation for the repairs in order for the program to determine if the use of those funds is acceptable, and the activities are considered "allowable." If the program considers the use to be an "allowable activity" (AA), the award amount will not be reduced by the amount spent on that specific item. The worksheet allows for property owners to indicate which activities are documented "with" and "without" receipts. Additionally, the property owner must certify to the accuracy of the use of funds and the legitimacy of the supporting documentation provided. Refer to the Affidavit in the DOB/AA packet included as part of Exhibit A.

If the applicant received disaster assistance and can prove those funds were spent on certain eligible activities, then those funds may be excluded from the calculation and not cause a reduction in the award amount. Refer to the *Internal Procedures - Documentation Review* section for additional information on allowable activities.

The program adheres to the following regarding which activities are considered allowable and may reduce the calculated DOB amount which may result in an increased award:

Allowed Activities

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- Structure Repairs (e.g., foundation, roof, windows)
- Debris Removal
- Reconnecting Utilities (e.g., water, septic, plumbing, electric, HVAC)
- Interior Repairs (e.g., walls, doors, ceilings, fixtures, cabinets, flooring, some appliances [oven, stove, refrigerator])
- Elevation of Structure
- Providing Access to Structure (e.g., driveways, walkways, ramps)
- Mold Remediation
- Tree/Shrub Removal
- Insurance proceeds retained by the mortgage lender for mortgage payments or payoff (forced payoff)
- Grading or Leveling of Property
- Demolition
- Other

Funds received for "interim housing" are not considered "duplicative" and would not require a deduction from the award amount. Therefore, the deduction may be "added back" if it was reduced from the original calculation.

Activities Not Allowed

- Tree/Shrub Replacement
- Repair or Replacement of Outbuildings or other structures not attached to the primary structure (e.g., detached garage or carport, shed, pool, boathouse)
- Reconnecting phone, cable/internet services and/or satellite television services
- Some appliances (e.g., washer, dryer, window air conditioning unit, dishwasher)
- Repairing to a standard that exceeds program standards (e.g., marble floors, granite countertops, gold-plated fixtures)

File

The Stafford Act

The *Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121–5207) (Stafford Act)* duplication of benefit requirements apply to all Federal agencies administering a disaster recovery program providing financial assistance, including CDBG disaster recovery grants. It is designed to ensure that Federal assistance specifically, CDBG-DR funds, is the last source of recovery funding and made available after all other forms of disaster assistance have been exhausted.

Section 312 prohibits Federal agencies from providing assistance to any person, business concern, or other entity for "any part of such loss as to which he has received financial assistance for the same purpose under any other program or from insurance or any other source" [42 U.S.C. 5155(a)]. Federal assistance should *supplement* insurance and other forms of disaster assistance.

Assessment of Need Prior to Assistance

Applicant's total post-disaster need in the absence of any duplicative benefits or program caps needs to be determined. Following the identification of total need, duplicative assistance can later be subtracted and program caps applied to arrive at a final award. Refer to the *Internal Procedures* section for additional information.

Total Assistance Available to the Person or Entity

Assistance includes all benefits available to applicants, including cash and other resources such as insurance proceeds, grants, and SBA loans. Applicants should identify all assistance received by each person, business concern or other entity, via insurance, FEMA, SBA, other local, state, or Federal programs, and private or nonprofit charity organizations.

Subrogation Agreement

To address any potential duplication, beneficiaries must enter into a signed agreement to repay any assistance later received for the same purpose as the CDBG disaster recovery funds. The *Limited Subrogation / Assignment Agreement*, (Exhibit C) is required to be signed at closing for the Owner Occupant Award and construction options.

This agreement, between the property owner and the state, ensures that any and all benefits received or to be received by the property owner (from any property and casualty insurance or flood insurance on the residence, excluding contents, FEMA, Small Business Administration, and any other federal agency) arising out of physical damage to the residence caused by the hurricane are assigned back to the state.

It is the applicants' responsibility to inform the program when they receive additional benefits related to the hurricane damage and it is their responsibility to return those funds to the program as required by the executed Subrogation Agreement.

Non-Duplicative Assistance Excluded from Final Benefit Calculation

Once the potential award and the total assistance received or to be received has been determined, the award amount can exclude, for duplication of benefit purposes, assistance that was: (1) provided for a different purpose; (2) used for a different, eligible purpose; (3) not available to the applicant; (4) a private loan not guaranteed by SBA; or (5) any other asset or line of credit available to the applicant. Below, each of these categories is explained in greater detail.

Funds for a Different Purpose

Any funds provided for a different purpose, or a general, nonspecific purpose (e.g., disaster relief/recovery), may be excluded from the final award calculation if they were not used by the applicant for the same purpose.

Funds provided to a property owner typically fall under one of the following categories: replacement housing, rehabilitation assistance, or interim / temporary housing. Rehabilitation includes repair and reconstruction. If a property owner receives

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rehabilitation funds for CDBG disaster recovery, all other assistance provided to address that home's rehabilitation must be included.

For example, if FEMA funds were eligibly used for interim housing, such as rent and not housing replacement, and CDBG funds were provided for home rehabilitation, there is no duplication regarding those funds because the funds were provided for different purposes. However, any FEMA funds eligibly used for housing replacement or rehabilitation must be considered for that purpose.

Funds for Same Purpose, Different Eligible Use

In some instances, funds provided for the same general purpose as the CDBG disaster recovery funds will have been used by the applicant for a different specific eligible purpose. In these circumstances, if the applicant can document that the funds received were used for a different, eligible purpose, then the funds are not duplicative.

Funds Not Available to the Applicant

Funds are not available to the person or entity if the person does not have legal control of the funds when they are received and are used for a non-duplicative purpose.

- If a homeowner's mortgage requires any insurance proceeds to be applied to reduce the lien balance, then the bank/mortgage holder (not the homeowner) has legal control over those funds. Therefore, the homeowner is legally obligated to use insurance proceeds for that purpose and does not have a choice in using them for any other purpose. Under these circumstances, insurance proceeds do not reduce assistance eligibility.
- If a disaster-affected homeowner chooses to apply insurance proceeds to reduce an existing mortgage, or requests that the lender demand payment, insurance proceeds reduce the amount of disaster assistance eligibility.
- If a mortgage requires insurance proceeds to be used for rehabilitation of the property, those proceeds must be considered as assistance for that purpose.

Private Loans

Unlike SBA loans (or any other subsidized loan or Federal loan guarantee program that provides assistance after a major disaster or emergency), private loans not guaranteed by SBA need not be considered duplicative assistance.

Other Assets or Lines of Credit

Other assets or lines of credit available to a homeowner or a business owner need not be included in the award calculation. This includes, but is not limited to: checking or savings accounts, stocks, bonds, mutual funds, pension or retirement benefits, credit cards, mortgages or lines of credit, and life insurance.

Calculate CDBG Disaster Recovery Award

The calculation may look as follows: (1) Identify total post-disaster need prior to any assistance; (2) Identify potentially duplicative assistance; (3) Subtract all assistance found to be duplicative, resulting in the maximum potential award amount, or unmet need.

AgE

Potential Sources of Duplication of Benefits

National Flood Insurance Program / Private Property and Casualty Insurance

- All insurance is verified through the program.
- The program only needs verification of Structure and Structure Mold benefits.
 - These amounts are usually coded with "A" on insurance statements.
 - Loss of Use and Additional Living Expenses should not be included in DOB amounts and are usually coded with a "D" on insurance statements.
 - Proceeds for contents or personal property are not included in the DOB calculation.
- If applicant indicates an insurance amount on their DOB/AA form that is less than the amount verified by their insurance company, the program will go with the amount the applicant indicated.
- After three unsuccessful attempts to verify the amounts with the insurance company, verification may be accepted based on a self-certified insurance statement provided by the applicant. Acceptance is made at the discretion of the reviewer.

Federal Emergency Management Agency (FEMA)

- Applicants are required to disclose all FEMA funding received on the structure.
- The program does not count the initial \$5,200 applicants received after the hurricane.

Small Business Administration (SBA)

Congress provided for SBA loans (both Direct and Guaranteed) as part of the overall statutory scheme for disaster recovery. As such, SBA loans are made pursuant to a government program – they provide assistance after a major disaster or emergency. SBA loans must be reviewed for possible duplication of benefits.

SBA loans are verified by the SBA Data spreadsheet. If the applicant's name, property addresses or claim number is not on the spreadsheet, the SBA is contacted for clarification. Typically, SBA provides the program with enough information to determine if the SBA proceeds were used for structure, relocation, personal property, or hazard mitigation. Proceeds used for structure must be included in the DOB calculation. Proceeds used for relocation, personal property or hazard mitigation may be excluded from the calculation since they are for a different purpose.

Declined SBA Assistance

According to the *HUD Guidance on DOB Requirements and Provision of CDBG Disaster Recovery Assistance*, released on July 25, 2013, if an applicant has declined SBA assistance, HUD cautions against providing 100% CDBG Disaster Recovery grant assistance without fully documenting the basis for that level of subsidy. If an applicant falls into this scenario, the program should be able to demonstrate that the amount of awarded assistance is necessary and reasonable consistent with Federal financial standards. HUD's minimum expectation in this situation is that the program achieve all of the following:

- Identify the circumstances under which the applicant declined the SBA assistance
- Establish why CDBG-DR assistance is appropriate for applicant
- Determine, most commonly through underwriting, the amount of CDBG-DR assistance that is necessary and reasonable to assist the applicant in achieving recovery

Other

Insurance proceeds, or funds from FEMA or SBA, disaster assistance may also come in the form of donations, volunteer work, nonprofit organizations and state or local programs associated with the hurricane. It also includes assistance received from the U.S. Army Corps of Engineers.

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Internal Procedures

Documentation Review

The DOB review for owner occupant awards occurs in the software application system for processing Owner Occupant awards. As information is received from the property owner regarding other disaster relief benefits received, such as SBA, FEMA, hazard or flood insurance proceeds, or other disaster recovery funds, the information is updated in the system. The award is automatically calculated (or recalculated) to include any reduction based on the DOB review. Refer to the *Owner Occupant Desk Reference* for additional information on processing OO awards.

A DOB packet is mailed to the applicant in order to collect information necessary for the DOB review. The applicant must complete and return the *Duplication of Benefits and Allowable Activities Worksheet and Affidavit* along with supporting documentation, as applicable. (Exhibits A & B)

The worksheet is used to document any types of disaster assistance, including policy or claim numbers, and the amount of assistance received. The worksheet also captures any disaster funds that were personally spent by the applicant on property damaged as a result of the hurricane.

Data Analytics Review

AFWA regularly researches and analyzes data as it appears in the system in order to identify anomalies worthy of investigation. These analytic routines identify potential duplicate applications by social security number (SSN), name, address, and duplicate applications. The review is designed to identify any duplication of benefits (DOB) between programs prior to closing, provide resolution on possible DOB files, and mitigate future DOB between programs.

Recapture

If DOB is identified after the file has been fully funded, the file will be sent to noncompliance mitigation for further processing.

Exhibit A: DOB/AA Packet

Instructions for Allowable Activities Summary and Affidavit

If a property owner received funds from any source including insurance, FEMA and/or SBA for structural damage to their rental property from the hurricane, the program must deduct those amounts from the award. However, if those funds were used to repair the damaged rental property, they may be considered an "allowable activity" and will not reduce the award.

Property owners must provide documentation for all funds received and the program will verify payments. If the property owner used the above-mentioned funds to repair the damaged rental property, the attached Allowable Activities Summary should be completed and returned to the program along with copies of receipts.

Instructions for completing the Allowable Activities Worksheet:

- Complete the top section of the worksheet by entering the application number, Property Owner Name and Subject Property Address.
- Complete the *Allowable Activities Worksheet*, entering the amount already spent on repairs for the property (include monies spent to repair both market rate units and affordable units). This should be the actual amount spent on repairs. This is **NOT** an estimate of work to be completed.
- Transfer the totals for each section from the *Allowable Activities Worksheet* to the appropriate section on the Allowable Activities Summary Table.
- Use the notes section to provide detail how funding was utilized.
- Provide copies of supporting documentation, such as receipts, for work already completed.
- The Affidavit page below may be notarized prior to returning to the program or it may be signed at closing and it will be notarized at that time.

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Duplication of Benefits (DOB) and Allowable Activities (AA) Worksheet & Affidavit Packet

[Property Owner's Name]

Application Number: [ID #]

Property Address: [Rental Property Address]

Provide the information as requested below. Supporting documentation must be submitted to the Program for all forms of assistance. If you did not receive any assistance, please indicate "NONE" in the "Type of Assistance" column and "\$0" in the "Dollar Amount" column.

- (1) List all FEMA assistance received by individual FEMA ID#, if applicable.
- (2) List any funds received from FEMA's ICC program, if applicable.
- (3) List any funds received from the National Flood Insurance Program, if applicable.
- (4) List any funds received from the Small Business Administration, if applicable.
- (5) List any funds received from a private property and casualty insurance company, if applicable.
- (6) List any funds received from any other source, if applicable.

Values Used in Determining Your Duplication of Benefits		
Type of Assistance	Claim, Policy or ID#	Dollar Amount of Assistance Received
FEMA ⁽¹⁾		
Increased Cost of Compliance ⁽²⁾		
National Flood Insurance Program ⁽³⁾		
Small Business Administration ⁽⁴⁾		
Property and Casualty Insurance ⁽⁵⁾ List Insurance Company name here:		
Other ⁽⁶⁾		

The undersigned agrees and acknowledges that the information provided in this document is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of the information contained in this document may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this document, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.

I further certify that, to the best of my knowledge and belief, all the information contained herein is true, correct, complete and provided in good faith. I understand that false or fraudulent information may be grounds for not making a loan and may be punishable by a fine and/or imprisonment. I understand that any information I give may be investigated. (LA Criminal code: R.S. 14:67, Theft; R.S. 14:67, Identity Theft; and/or R.S. 14:72, Forgery)

Applicant Name

Date: _____

Applicant Name

Date: _____

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[Property Owner's Name]

Application [ID #]

Property Address: [Rental Property Address]

This Allowable Activities Worksheet and Affidavit only applies if the person(s) signing (individually and collectively, "Applicant") has received funds from Federal Emergency Management Agency ("FEMA"), Small Business Administration ("SBA"), and/or Applicant's Insurance Carrier(s) for disaster assistance (the "Disaster Funds") and has spent the Disaster Funds on any of the activities listed below. In order to be considered under the Allowable Activities Policy of the program, the Applicant must:

- (1) Complete the Allowable Activities Overview below and the Allowable Activities Detail attached by indicating the exact amount of Disaster Funds spent, and
- (2) If available, attach the receipts as supporting documentation with this Allowable Activities Worksheet and Affidavit.

Applicant has been asked to provide this Allowable Activities Worksheet and Affidavit as a means of providing evidence for all of the Disaster Funds Applicant has personally spent as a result of damage to Affiant's subject property from the date of the Hurricane until the present time.

Allowable Activities Summary			
Total Structure Repairs	\$	Total Grading or Leveling of Property	\$
Total Debris Removal	\$	Total Outbuilding Repairs	\$
Total Mold Remediation	\$	Total Labor, Materials, and Equipment Rental	\$
Total Tree/Shrub Removal and Replacement	\$	Total Demolition	\$
Total Interim Housing	\$	Total Installation	\$
Total Disposal and Removal Equipment Rental	\$	Total Expenses associated with maintaining, repairing, stabilizing or reconstructing the property	\$
Total Insurance proceeds retained by the mortgage lender for mortgage payments or payoff	\$	Total Other	\$
TOTAL ALLOWABLE ACTIVITIES		\$	

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Applicant understands that if the information in this Allowable Activities Worksheet and Affidavit is not correct, he/she will be required to repay the grant or deferred loan, or a portion, which is received as a result of providing that incorrect information. Applicant also understands that the information in this Allowable Activities Worksheet and Affidavit may be turned over to the appropriate investigative authorities for verification.

By executing this Allowable Activities Worksheet and Affidavit, Applicant acknowledges and understands that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

Before me, the undersigned authority, on this day personally appeared Applicant named below, who, being by me duly sworn under penalty of perjury and penalty of violation of Federal and State laws applicable to Applicant's application for and receipt of a grant or deferred forgivable loan under the Program, made the following statements herein to the program and the United States Department of Housing and Urban Development and swore that the information provided herein is true and equals the total Disaster housing repair or replacement Funds received from FEMA, Insurance, or SBA due to the hurricane, and spent by Applicant on repairing or replacing Applicant's subject property since the date of the hurricane to the present time.

Applicant (Affiant) Signature

Applicant (Affiant) Name (Printed)

Date

Joint Applicant (Affiant) Signature

Joint Applicant (Affiant) Name (Printed)

Date

SUBSCRIBED AND SWORN TO before me, by the above-named Applicant(s) this, the _____ day of _____, 20_____, to certify which witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____



Allowable Activities Details

Structure Repairs	With Receipts	Without Receipts	Combined Total
Roof	\$	\$	\$
Foundation	\$	\$	\$
Windows	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Totals	\$	\$	\$
Debris Removal	With Receipts	Without Receipts	Combined Total
Total	\$	\$	\$
Mold Remediation	With Receipts	Without Receipts	Combined Total
Total	\$	\$	\$
Tree/Shrub Removal and Replacement	With Receipts	Without Receipts	Combined Total
Tree/Shrub Removal	\$	\$	\$
Tree/Shrub Replacement	\$	\$	\$
Totals	\$	\$	\$
Interim Housing	With Receipts	Without Receipts	Combined Total
Rent expenditures	\$	\$	\$
Hotel expenditures	\$	\$	\$
Totals	\$	\$	\$
Disposal and Removal Equipment Rental	With Receipts	Without Receipts	Combined Total
Disposal Equipment Rental	\$	\$	\$
Removal Equipment Rental	\$	\$	\$
Totals	\$	\$	\$

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Allowable Activities Details (continued)

Insurance proceeds retained by mortgage lender	With Receipts	Without Receipts	Combined Total
Payments			
Payoff			
Totals	\$	\$	\$
Grading or Leveling of Property	With Receipts	Without Receipts	Combined Total
Totals	\$	\$	\$
Outbuilding Repairs	With Receipts	Without Receipts	Combined Total
Fences	\$	\$	\$
Shed	\$	\$	\$
Separate garages	\$	\$	\$
Carports	\$	\$	\$
Driveway	\$	\$	\$
	\$	\$	\$
Totals	\$	\$	\$
Labor, Materials and Equipment Rental	With Receipts	Without Receipts	Combined Total
Carpentry	\$	\$	\$
Cabinetry	\$	\$	\$
Appliances	\$	\$	\$
Flooring	\$	\$	\$
Fixtures	\$	\$	\$
Doors	\$	\$	\$
Walls	\$	\$	\$
Ceiling	\$	\$	\$
Equipment Rental	\$	\$	\$
	\$	\$	\$
Totals	\$	\$	\$

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Allowable Activities Details (continued)

Demolition	With Receipts	Without Receipts	Combined Total
Totals	\$	\$	\$
Installation	With Receipts	Without Receipts	Combined Total
Wells	\$	\$	\$
Septic Tanks	\$	\$	\$
Electricity	\$	\$	\$
HVAC	\$	\$	\$
Plumbing	\$	\$	\$
	\$	\$	\$
Totals	\$	\$	\$
Expenses for repairing, maintaining, stabilizing	With Receipts	Without Receipts	Combined Total
	\$	\$	\$
	\$	\$	\$
Totals	\$	\$	\$
Other	With Receipts	Without Receipts	Combined Total
	\$	\$	\$
	\$	\$	\$
Totals	\$	\$	\$
GRAND TOTALS	\$	\$	\$

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Exhibit B: Verification of Insurance Resources

Application No:

Date:

Insurance Co:

Policy No:

Fax No.:

Phone No.:

Property Owner Name(s):

Property Address:

Did owner file any claims for damage sustained as a result of hurricane?

National Flood Insurance _____ No _____ Yes, Claim No. _____

Verify: Total paid \$ _____
Amount for Housing Repair Paid \$ _____

If there is a difference, please circle or explain:

Additional Living Expenses Relocation Loss of Rent

Other _____

Hazard Insurance _____ No _____ Yes, Claim No. _____

Verify: Total paid \$ _____
Amount for Housing Repair Paid \$ _____

If there is a difference, please circle or explain:

Additional Living Expenses Relocation Loss of Rent

Other _____

Other Insurance: Type _____ No _____ Yes, Claim No. _____

Verify: Total paid \$ _____
Amount for Housing Repair Paid \$ _____

If there is a difference, please circle or explain:

Additional Living Expenses Relocation Loss of Rent

Other _____

Verification completed by: _____

Title: _____

Company representing: _____

Handwritten signature

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Exhibit C: Subrogation Agreement

LIMITED SUBROGATION / ASSIGNMENT AGREEMENT

In consideration of my/our receipt of funds under the program for the hurricane victims (the "Program") being administered by the Client, subject to the provisions below, I/we hereby assign to the Client (the "State"), to the extent of the grant proceeds awarded or to be awarded to me under the Program, all of my/our claims and future rights to reimbursement and all payments hereafter received or to be received by me/us (a) under any policy of casualty or property damage insurance or flood insurance on the residence, excluding contents ("Residence") described in my/our application for Homeowner's Assistance under the Program ("Policies"); (b) from FEMA, Small Business Administration, and any other federal agency, arising out of physical damage to the Residence caused by the hurricane. Such Policies include, but are not limited to, insurance policies characterized as homeowner's, wind, flood or any other type of casualty or property damage or hazard insurance coverage under which I/we have or may assert any claim for physical damage to the Residence due to the hurricane.

Notwithstanding anything to the contrary contained herein, this is a limited subrogation and assignment, and is limited to an amount not to exceed the amount of the grant received by the undersigned under the Program, to which the State has not been reimbursed from other sources. If I/we hereafter receive any Federal Assistance Payments for physical damage to the Residence (not including contents), I/we agree to promptly pay such amount to the State if that amount would have reduced the amount of my Program grant had I/we received such Federal Assistance Payment prior to my receipt of grant proceeds. For Federal Assistance Payments, this assignment shall not apply to benefits specifically calculated to be in excess of the amount of my/our grant received under the Program.

If I/we hereafter receive any insurance payments for physical damage to the Residence (not including contents) caused by the hurricane, I/we agree to promptly pay such amount to the State if that amount would have reduced the amount of my Program grant had I/we received such insurance payments prior to my receipt of grant proceeds. I/We hereby authorize and instruct my insurance carrier to issue any future payments for such damage jointly to me and to "XX". For insurance payments, this assignment shall not apply to amounts received in excess of the amount of my/our grant received under the Program for which the State has not been reimbursed from other sources.

I/We agree that rights to insurance proceeds assigned to the State herein shall be paid from any insurance payments I/we may receive, whether through unconditional tender by the insurance carrier, through settlement, or through judgment adverse to the insurance company, with preference and priority over any other party entitled to any portion of such proceeds, up to the amount of my/our grant received under the Program for which the State has not been reimbursed from other sources. The State's right for recovery shall be with preference and priority as set forth above, from those portions of my/our recovery related to physical damage to the Residence and of any penalties under the provisions of (insert reference) relating to those insurance proceeds. If I/we am now or in the future become represented by an attorney in connection with such insurance claims, I/we hereby agree that any funds received from which the State may be entitled to recovery shall be subject to (insert rule) hereby instruct my/our attorney to handle any such payments in compliance with that Rule.

I/We hereby agree that the State's written consent shall be required to settle any claim which would result in the State's recovering less than one hundred (100%) percent of the amount of my/our grant received under the Program. Request for such consent shall be directed to the Legal Counsel.

In the event that I/we choose to abandon, dismiss, or release the claims against my insurance company, I/we agree to provide the State thirty (30) days prior written notice directed to the Client to allow the State to individually pursue recovery of the rights which have been assigned to the State herein. I/we agree to assist and cooperate with the State should the State elect to pursue any of the claims I/we have against the insurers for reimbursement under any such policies. My/our assistance and cooperation shall include allowing suit to be brought in my/our name(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the State.

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If requested by the State, I/we agree to execute such further and additional documents and instruments as may be requested to further and better assign to the State, to the extent of the grant proceeds awarded or to be awarded to me under the Program, my/our policies and/or any rights there under, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the State to consummate and make effective the purposes of this Agreement.

In any proceeding to enforce this Agreement, the State shall be entitled to recover all costs of enforcement, including actual attorney's fees and court costs.

STATE OF _____
COUNTY OF _____

THIS DONE AND SIGNED on the _____ day of _____, 200____, in the presence of the undersigned witnesses and Notary Public, after due reading of the whole.

WITNESSES:

OWNER:

Witness Signature

Bob B Buyer

Print Name:

Witness Signature

Betty B Buyer

Print Name:

Notary Public

Print Name:

Notary No./Bar Roll No.

My Commission Expires:

[Handwritten signature]

J.D.

STATE OF _____
COUNTY OF _____

THUS DONE AND SIGNED on the _____ day of _____, 200__, in the presence of the undersigned witnesses and Notary Public, after due reading of the whole.

WITNESSES:

Witness Signature

Print Name: _____

Witness Signature

Print Name: _____

CLIENT _____

By: _____

Sign Name:

Name: _____

Print Name:

Title: _____

Notary Public

Print Name: _____

Notary No./Bar Roll No. _____

My Commission Expires: _____

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Inspections / Reporting

Storm Recovery in New York State

Governor's Office of Storm Recovery
HUD Audit Preparation – Condo Coop & Single Family Housing
November 9, 2018



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Summary of Preparation

GOSR operates the NY Rising Homeowner Recovery Program in compliance with all HUD policy guidelines for the repair and rebuilding of the housing and businesses damaged or destroyed as a result of Superstorm Sandy. In preparation of the HUD audit:

- Identified all qualifying Applicants to provide to HUD
- All qualifying Applicants "Audit Ready"
 - Final Supporting Documents Screen
 - Award and Check Details Screen
- Team Meetings
 - Partnering with Policy
 - Internal Bi-Weekly Meetings
- Create snapshot financial and progress reports with a uniform reporting period
- Presentation
 - Single Family and Buyout and Acquisition Kickoff
 - Program Timeline and Closeout Projections
 - Overall Program Management

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Identification of Applicants

Methodology: Analyzed all active applicants across Single Family programs where an applicant had completed repairs or completed repairs and sent to the Recapture team.

Results: Identified 7,593 applicant cases to present to HUD:

- Current Status
- Calculation Date
 - First non-voided check date
- Corrective Action
- LMI or Urgent Need
- Award Classification
- Reconstruction

Current Status	Count of Status	% Complete
Close Out Complete	7,090	93.38%
Payment Review	387	5.10%
Close Out Complete-Recapture	61	0.80%
Recapture In Progress	55	0.72%
Total	7,593	100%

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Compliance Criteria Close Out Review Crosswalk

The close out review process identifies the best eligible document for each of the nine categories to appear on the Final Supporting Documents screen in IG. In addition the checks for each applicant's case is reviewed and the corresponding documents are coded to appear on the Award and Check Detail screen in IG. Each reviewer follows the Close Out Review Crosswalk to ensure the most accurate document is selected. A quality control process is in place to re-review a sampling of coded applicant cases:

- 9 Document Categories for Close Out Coding Review

- 01 - National Objective
- 02 - Identification
- 03 - Application
- 04 - Ownership
- 05 - Residence
- 06 - Citizenship
- 07 - Inspection
- 08 - Environmental
- 09 - Grant Agreement



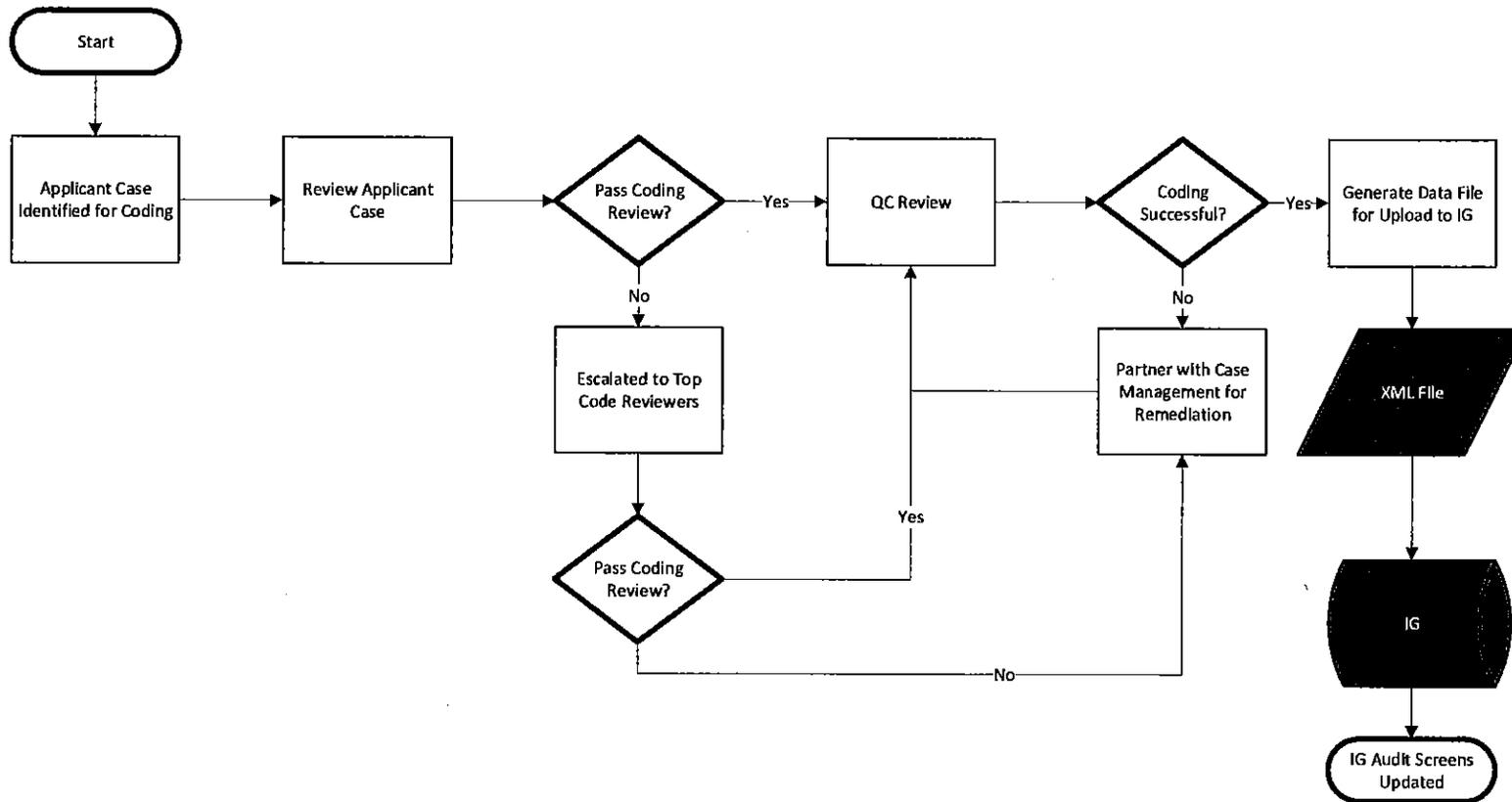
This Photo by Unknown Author is licensed under CC BY

Close out reviews that are failed are escalated to a top tier close out reviewer for QC. If the case is not remediated the team will coordinate with Case Management to remedy.

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Closeout Coding Review Process Flow



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IG: Final Supporting Documents

All 9 Categories of Compliance are presented to the user

FINAL SUPPORTING DOCUMENTS

01 - National Objective	Income Certification	059-HA-51639-2013_ZD06_NiICGSxl.pdf
	Income Documents	2081093_2-059-HA-51639-2013_INC_DTF_2015.pdf
	Income Documents	2081093_3-059-HA-51639-2013_INC_MEMOTOTHEFILE.pdf
	Income Verification Release	059-HA-51639-2013_ZD05_Kathleen_ITqtl017.pdf
02 - Identification	Income Verification Release	059-HA-51639-2013_ZD05_Randy_rrs17EAc.pdf
	Applicant Identification - Co-Applicant	059-HA-51639-2013_CID_DL_9ixm9SEc.pdf
03 - Application/intake	Applicant Identification - Primary	059-HA-51639-2013_AID_Driver ID_F3AeKID5.pdf
	Consent and Release	059-HA-51639-2013_ZD02_eOmeQYMN.pdf
	Eligibility Release	059-HA-51639-2013_ZD01_IDeOhABW.pdf
	Insurance Certification	059-HA-51639-2013_ZD03_3DOH45f7.pdf
04 - Ownership	Power of Attorney	059-HA-51639-2013_POA_Marriage_IDXGv9DI.pdf
	Title Report	841773-TitleReport-51639-Smith.pdf
05 - Residence	Residence Proof	059-HA-51639-2013_RES_DMVMATCHSANDY_20140224_KyDIEXE4.pdf
06 - Citizenship	Citizenship	059-HA-51639-2013_AID_BC_kxTMPvr.pdf
	Citizenship	059-HA-51639-2013_CID_BC_UJXY16O.pdf
07 - Inspection/Construction	Elevation Certificate - Pre-Construction	059-HA-51639-2013_Const-ElevCert-Pre_v1_160802_sTYVc80H.pdf
	Estimate - AA	059-HA-51639-2013_AA_v1_140228_y19lMPmb.pdf
	Estimate - ECR	059-HA-51639-2013_ECRF_v2_161110_uFnMKCMR.pdf
	Estimate - Elevation	059-HA-51639-2013_WWeslimate-elv_v1_140228_qVLqWZyJ.pdf
08 - Environmental	Asbestos Clearance	059-HA-51639-2013_ASB-CLR_v1_140530_nxA4uZCH.pdf
	Environmental Review Record	059-HA-51639-2013_ERR_Final_Tier 2 Checklist and Closeout_NN185sBI.pdf
	Environmental Review Record	059-HA-51639-2013_ERR_FinalSignoff_160203_KBrbRGny.pdf
	Flood Insurance	059-HA-51639-2013_FloodInsPOL_170510_36OP6BFc.pdf
	Lead Based Paint Clearance	059-HA-51639-2013_LBP-CLR_v1_140522_dMyNSTbS.pdf
09 - Grant Agreement	Award Letter	059-HA-51639-2013_AWARDLIR-OPFINAL_54320_170525_hjChB7u0.pdf
	Covenant	059-HA-51639-2013_Covenant_Signed_160226_TK7DD6NG.pdf
	Grant Agreement	059-HA-51639-2013_GRANT_FINAL_SIGNED_170602_66qqazep.pdf

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IG: Award and Check Detail

Each check for an Applicant is available for review. The Award distribution is presented to the user at the time the check was generated

14613

AWARD AND CHECK DETAIL

Printing Options:
[PRINT All](#)
[PRINT Details](#)

AWARD AND CHECK DETAIL

Application ID	059-HA-51839-2013	Check Date	05/15/2014
Application Status	Close Out Complete	Check Number	14613
Check Status	deposited	Payment Conditions	A

Flags & Reference Data

National Objective	LMF	Repair Complete	False	Optin - Elected Bulkhead	False
Is Project Capped by SqFt Calc	False	Is Substantially Damaged	False	Optin - Elected Elevation	False
Required to Elevate	False	Is In Floodplain	True	Optin - Elected Mitigation	False

Local/State/Reference Data

Square Footage	2144	Status of Demo Home	
Square Footage Model Used		Reconstruction Cost (SqFt)	

Project Costs

Allowable Ass'n (AA) Work Completed		Estimated Cost of Repair		Project Costs Total	
AA Structure Amount	\$54,195.35	ECR Structure Amount	\$1,812.05	Structure Amount	\$55,007.40
AA AE	\$0.00	ECR AE Fee	\$0.00	AE Fee	\$0.00
AA Structure Total	\$54,195.35	ECR Structure Total	\$1,812.05	Structure Total	\$56,007.40

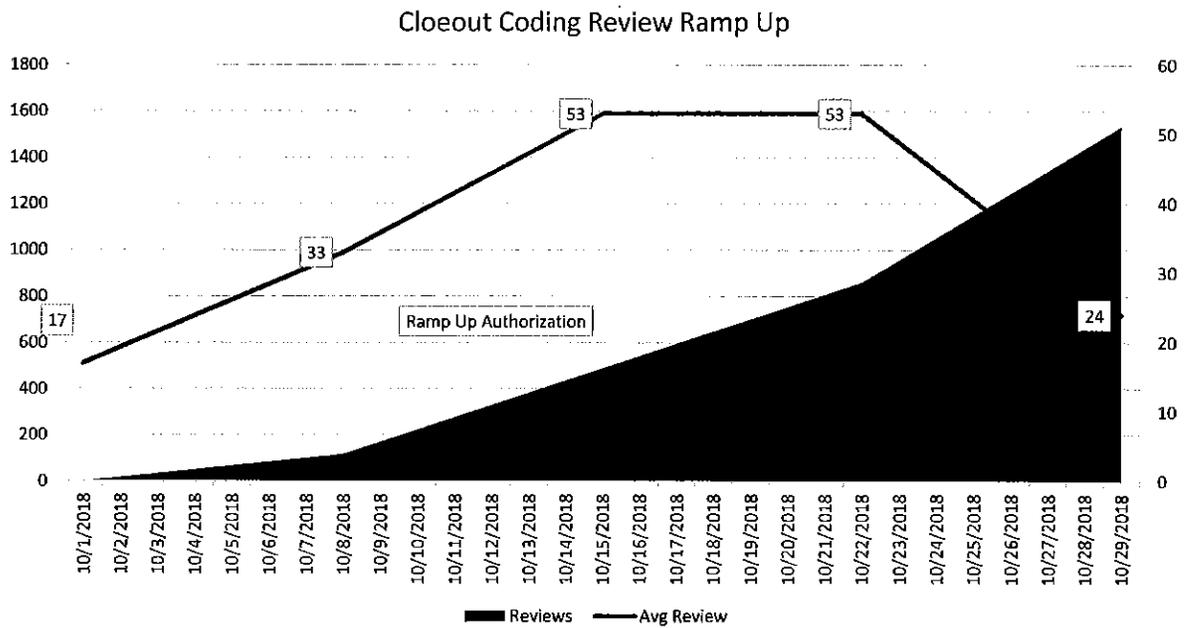
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False

Out Coding Review – Leading to Audit

Current average daily throughput 17.1 applicant cases coded ramp up average daily throughput reached a max 53

100% ↑ increase in Production



Meetings & Partnership with Policy

- Communication with the Policy team held weekly for both Condo Coop and Single Family Housing
 - Discussed outstanding issues
 - Assigned action items
 - Set dates for deliverables
- Internal Meetings
 - Met Bi-weekly
 - Developed "Punch List" with 68 action items
 - Managed deliverables to completion on time with handoff to Policy team

1.5	Update ECH-08 Presentations to reflect content as of 8/23/18 - Hubble's plates in progress	GD&A Program	Paul/Alana/John		10/22/18
1.6	Include updated cloud and show st. deck out in 1st/2nd/3rd/4th numbers to Microsoft deck	GD&A Program	Alana		10/22/18
1.7	Update Management Presentations to reflect content as of 10/26/18	GD&A Program	Paul/Alana/John		10/22/18
1.8	Implementation of payment based on cost recovery; update Feb 17 response language	GD&A Program	Alana/John		10/22/18
1.9	Answer Policy's Qs re cost-recovery 10/26/18 e-mail	GD&A Program	John/Alana	In Progress	11/12/18
1.10	Implementation of Recapture (ask to what we owe - call in 100k or Recap item)	GD&A Program	Alana		10/24/18
1.11	Review prior monitoring findings for open concerns/Outage	GD&A Program	Paul/John	In Progress	11/12/18
1.12	Applicants who received assistance through MIT	GD&A Program	Chana/Alana		11/12/18
1.13	Face Family homes that received URA	GD&A Program	Alana		10/24/18
1.14	Check HUD via w/for SFH document PMU; refer to Matt	GD&A Program	John/Paul/John		10/24/18
1.15	Review and update cost-recovery HUD user deck to Matt	GD&A Program	John/Paul/John		10/24/18
1.16	Provide SFH Example Information spreadsheet for HUD	GD&A Program	Alana		10/24/18
1.17	Review Cost-recovery Form manual; how call reports; identify Qs HUD may ask	GD&A Program	Paul	In Progress	11/12/18
1.18	HUD deck	GD&A Program	Paul		11/12/18
1.19	Issue a report since Feb. 2018 HUD visit	HUD			10/23/18
1.20	Complete tracking of outstanding issues to program for comment	Policy			10/23/18
1.21	Reach base with HUD on tracking SFH report	HUD			10/23/18
1.22	Review prior SFH monitoring plans presented to HUD; identify any commitments to monitor SFH	HUD			10/25/18
1.23	Write Mark explaining lack of content in '17 and '18	HUD			10/25/18
1.24	Send trace of outstanding HUD monitoring items to Program for comment	Policy			10/25/18
1.25					
CONDO/CO-OP				In Progress	11/14/18
1.1	Send HUD a list of applicants	GD&A Program	Alana/John		10/17/18
1.2	Send Policy Team a list of applicants, recovery, updated owners deck, & Worker Edge disbursement manual	GD&A Program	Alana/John		10/17/18

J.C

Alana

Reporting Update on Superstorm Sandy Progress

Single Family Housing:

- To date, the SFH Program has awarded over \$1.18 billion to over 11,009 applicants seeking assistance for repair to their storm damaged home. The average award is approx. \$107,543, with 87% of all awarded funds currently disbursed to eligible applicants. Data as of 10/29/18

Paid / Award Type	Applicants Assisted	Total Amount of Award	Average of Award	Total Funds Disbursed
Grand Total	11,009	\$1,238,298,532	\$101,943	\$1,071,611,989

- 1,440 applicant's homes (of the 11,009) are located in the floodplain and it was mandatory that they elevate their homes as a condition of receiving repair assistance. An additional 1,970 (of the 11,009) had the option to elevate and elected to do so.

Elevation Type	Total Elevations	Elevations Completed
Mandatory	1,440	1,031
Optional	1,970	1,096
Total Elevations	3,410	2,127

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Presentations

The NY Rising Homeowner Recovery Program aggregated data across Condo Coop, Single Family, Interim Mortgage Assistance, Rental Properties, Affordable Housing, Public Housing Authorities, Manufactured Home Community Resiliency, and Buy Out and Acquisition programs to present to HUD:

- Kickoff Presentation
- Condo Coop Overview

CV

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Other Items

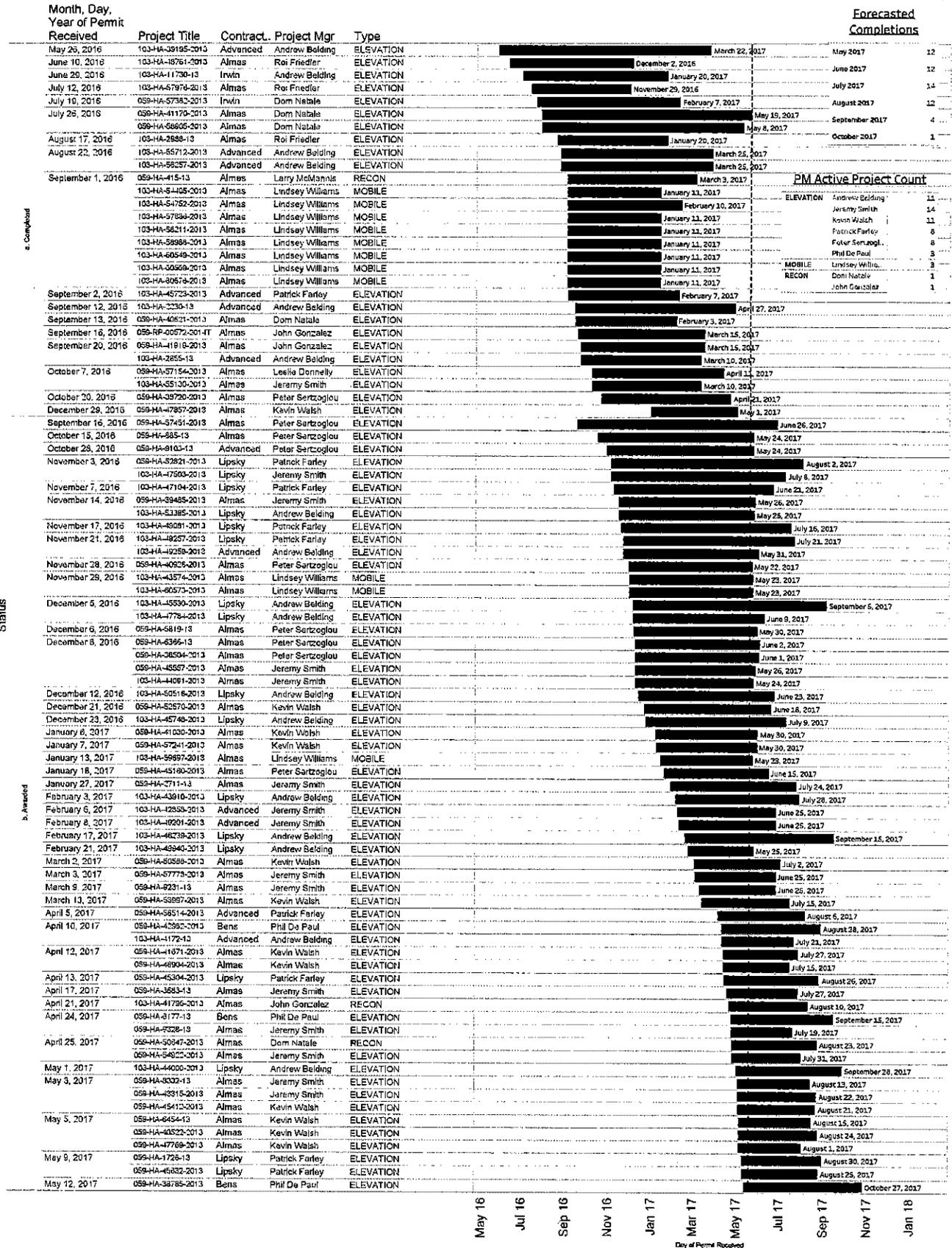
- LMI/UN post construction income verification
- OIG writeup – assist HUD with closing open issues
- Construction Invoice audit – no issues identified
- Financial Management Metrics
 - Voided checks on a monthly basis
 - Average time from print to deposit date
 - Closeout projections

0.7

File

GOSR Construction Gantt Chart

Vol. #012 - Data Date: 5/19/2017



PM Active Project Count

Type	Count
ELEVATION	11
MOBILE	14
RECON	8
MOBILE	8
MOBILE	3
MOBILE	3
RECON	1
RECON	1

Completed

Status

Invoiced

May 16 Jul 16 Sep 16 Nov 16 Jan 17 Mar 17 May 17 Jul 17 Sep 17 Nov 17 Jan 18
Day of Permit Received

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Type

Null	6
Asbestos	511
Lead	223
Grand Total	740

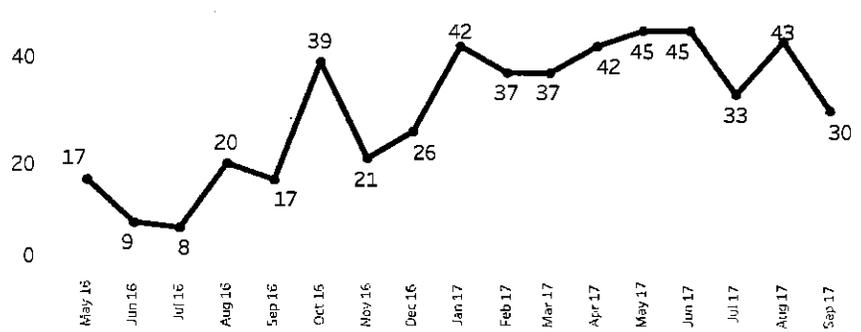
Environmental Program Report

Data Date : 10/13/2017

Status Summary

COMPLETED	Asbestos	360
	Lead	160
	Total	520
ACTIVE	Null	6
	Asbestos	84
	Lead	49
	Total	139
SUSPENDED	Asbestos	67
	Lead	14
	Total	81
Grand Total		740

Environmental Work Order Completions *Excludes Current Month*



Construction Status

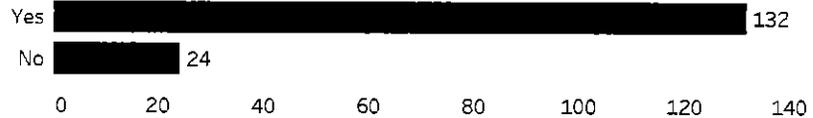
COMPLETED	FSV Passed	238
	FSV Remaining	282
	Total	520
ACTIVE	FSV Passed	41
	FSV Remaining	98
	Total	139
SUSPENDED	FSV Passed	12
	FSV Remaining	69
	Total	81
Grand Total		740

Award Savings - ECR Amount vs. Final Bid Amount

Env Category	WO Status	Count	Avg. Savings	Savings
Null	ACTIVE	6	\$2,385	\$14,313
	COMPLETED	360	\$1,817	\$654,204
	ACTIVE	84	\$2,973	\$249,714
Asbestos	SUSPENDED	67	\$2,105	\$141,011
	COMPLETED	160	\$818	\$130,912
	ACTIVE	49	\$1,570	\$76,944
Lead	SUSPENDED	14	\$1,201	\$16,809
	Grand Total	740	\$1,735	\$1,283,907

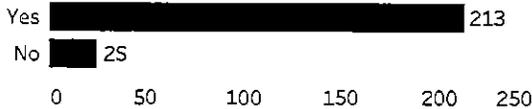
FSV Passed : Case Closed Out?

WO: Complete - Repair Cases



Environmental Clearance Passed?

WO: Complete *Post-Construction Only*

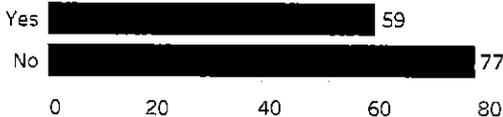


Elevation Breakdown *All Cases*

Not Elevating	398	\$7,803	\$3,105,566
Optional Elevation	241	\$8,644	\$2,083,090
Mandatory Elevation	83	\$8,725	\$724,184
Condo/Small Business	18	\$8,583	\$154,486

FSV Remaining : Int. Insp. Passed?

*WO Complete**Elevation Only*



1. Count
2. Avg.
3. Total

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State QA/QC Final Inspection Complete

Inspection Date/Time	
Account ID	
Application ID	
Damaged Residence Address	
Applicant Name	

- E

Comments:

d Cost of Repair: (All Completed / Not Completed)

- Deductive Scope of Work: (Yes / No)

Comments:

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_____ acknowledge that the Estimated Cost of Repairs Scope of Work for the above address has been completed to my satisfaction and no other work is required. I also acknowledge that the contractor has removed all debris and construction materials from the property and the house is clean and ready for occupancy.

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* In situations where the homeowner refuses to approve and sign off on the final inspection, the State QA/QC team will conduct a Final Inspection as a third-party, based on the Restore LA Homeowner Policies and Procedures v3: "In the event that an applicant disagrees with the payment of a homebuilding contractor for completed work, the Program reserves the right to have a third-party inspection performed by the independent QA/QC contractor. Should the QA/QC contractor find that the quality of the work is consistent with Program standards, the Program may issue the homebuilding contractor the payment regardless of applicant approval".

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AECOM Imagine it.
Delivered.

Closeout + QA/QC

CLOSEOUT PRODUCTION PLAN

**GOAL: 500/file closeouts per month and a minimum of 2,000 file closeouts within 6 months
(no zero awards, ineligible, or withdrawals)**

STRATEGIES

IDENTIFY MOST LIKELY TARGETS FOR CLOSEOUT

- a. **Identify the population closest to file closeout and have entire system concentrate on it.**
 - i. Repair applications with first checks issued
 - ii. Reimbursement only, not paid yet
- b. **Identify the population next closest to file closeout, and start work on those next.**
 - i. Reimbursement/Repair, not paid
- c. **Identify the population that can be closed with policy changes**
 - i. Reimbursement only and paid in full – Administrative closeout

Note: See Table 1 at end.

STREAMLINE OPERATIONS AND REMOVE DELAYS

1. **Each team takes responsibility for its own work.**
 - a. Don't have items go back and forth, e.g., if Construction Manager responsible for COO, ensure the work is done correctly and uploaded to the single, integrated IT system. If Tier II contractor responsible for identifying structure type, have this data uploaded and entered in single, integrated IT system. Similarly with NFIP data, debarment lookup.
2. **Coordination across the system** (GOSR, IEM/Horne, LiRo, Tier II contractor) and **manage/lessen interfaces requiring coordination.** IEM/Horne and LiRo need to coordinate closely on specific applications that are close to completion.
3. **Single, integrated IT System for managing all program data**
 - a. **Single integrated portal for program data via OnBase**, tying live access to LiRo database and IntelliGrants data together.
4. **Single, integrated Reporting of all program data**
5. **Change Management Board** to review all program changes and IG changes. Include IEM/Horne and LiRo on the Board. Carefully evaluate effects of changes on program operations. Each new requirement requires going back to all completed applications for re-work (e.g., 60+ data items for VOB, title screens added without notice). We recommend a balance between compliance and operational progress.
6. **Review State policies and reduce impacts on operations:**
 - a. Complete Final Site Visit Guidelines¹ and Final Site Visit Report²
 - b. Address COO, Form Letter, Architectural Legalization issue
 - c. Walk in policy
 - d. Inform ineligible applicants

¹ 7 state updates to the closeout checklist since June 1, 2014 and additional smaller changes (notification via email)

² LiRo allegedly developing a Final Closeout Report format with GOSR

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- e. Opt-in policy enforcement
- 7. Manage for **high availability of critical infrastructure** (telephones, IT, scanners, facility, scheduling software, etc.)
- 8. Coordinate **letters sent to homeowners** with case management and construction management teams and **ensure high accuracy.**
- 9. **High accuracy and high turnaround on homeowner checks**
- 10. **Scan all legacy documentation** and integrate with IG, assisting in reducing fire drills to find documents and allow faster throughput to VOB
- 11. **Improve VOB efficiency to ~800/month.** IEM pulled a 95 application sample last week. Evaluating the results to find efficiencies.
- 12. Better workflow management tool - First version of **OnBase** ready for implementation (9/9), supporting file closeout, case management summary of applications, and electronic signature. Next versions will support VOB, expected to be installed 9/19.
- 13. **Complete PwC OnBase security audit** – IntelliGrants documents cannot be uploaded until audit complete.
- 14. **Improve success rate of Final Site Visits.** Currently, only about 15% of FSVs are resulting in a complete Final Site Visit.

CASE MANAGEMENT STAFFING PLAN

Management of Additional Case Load - There are 11,143 active applications. With 67 IEM/Horne case workers, that is an average of 166 cases per case worker. However, IEM/Horne case workers are carrying 19,335 cases, for an average case load of 288 cases per case worker. A full 8,192 additional applications are in this universe of ineligible, zero awards, withdrawals, recaptures, etc. These homeowners still require service and call, email, and walk-in to centers to resolve their applications. This is an increase of 73.5% in caseload. With no or few unit pricing covering actions to interact with these homeowners, there is no mechanism to increase staffing to provide services to these homeowners. This is a production negative case load – it cannot be paid for with increased staffing, and it affects rapid processing of the 10,963 active cases. GOSR Task Orders has allocated a maximum caseload of 10,000 applications.

IEM recommends that GOSR allow a means to fund additional case workers to provide service to these 8,192 homeowners and authorize IEM through Task Order to work on the additional applications.

OnBase – With OnBase implementation (version to be completed end of September, 2014), case workers will be able to see the status of each application. In addition, with electronic signature capability, homeowners will be able to send electronically signed documents. These efficiency improvements will enable faster throughput.



Case Load Performance Management – IEM/Horne assigned weekly production goals per case worker for collection of 6+1 documents from homeowners. This data collection is the foundation for VOB and eventually file closeout. After institution of the production goals, performance improved 325% at Farmingdale. Overall, production improved by 54%. IEM/Horne will continue to pursue individual and team production goals for greater throughput.



Table 1: INTEGRATE PRODUCTION TARGETS

	Success Rate	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
Intake Complete (VIP)		996	996	996	996	996	996	996	996	996	996
VOB Complete	0.80	797	797	797	797	797	797	797	797	797	797
FSV Scheduled	0.80	638	638	638	638	638	638	638	638	638	638
FSV Completed	0.80	510	510	510	510	510	510	510	510	510	510
Closeout Complete Goal	0.98	500	500	500	500	500	500	500	500	500	500

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URS QUALITY ASSURANCE PLAN

NYC Build it Back Program

Revision Sheet

Release No.	Date	Revision Description
1	2/10/14	First Draft
2	2/15/14	Second Draft
3	2/24/14	Third Draft
4	3/11/14	Fourth Draft (Approved)
5	1/12/15	Fifth Draft after change to QC 2 process

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Quality Assurance Plan Authorization Memorandum

I have carefully assessed the Quality Assurance Plan for the NYC Build it Back. This document has been completed in accordance with BiB Standard Operating Procedures, the Policy Manual and HUD requirements for Community Development Block Grants.

MANAGEMENT CERTIFICATION - Please check the appropriate statement.

_____ The document is accepted.

_____ The document is accepted pending the changes noted.

_____ The document is not accepted.

The Case Management Vendors listed below have been provided with a copy of this Quality Assurance Plan, have read and understood it, and agree to abide by its provisions.

NAME
URS

DATE

NAME
HRO

DATE



QUALITY ASSURANCE PLAN

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7.3 Appendix C – Post-ORM Checklist	Error! Bookmark not defined.
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1.0 GENERAL INFORMATION

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1. GENERAL INFORMATION

1.1 Purpose

The *Basically CDBG for States Guidebook* says that “monitoring is the primary tool that CDBG grantees use to ensure that CDBG projects are being carried out in accordance with program requirements. Monitoring is a review of program or project performance and compliance.”

Further, the Guidebook states that good practice suggests that any entity receiving CDBG funds for an eligible project must be monitored to ensure compliance with applicable program requirements.

The three primary goals of monitoring are to:

- Ensure production and accountability;
- Ensure compliance with CDBG and other federal requirements; and
- Evaluate organizational and project performance.

To meet and promote these HUD directives, the following Quality Assurance Plan (QAP) outlines the Quality Assurance and Quality Control process (QA/QC) that will assess the case management process associated with the New York City Build it Back Community Development Block Grant Disaster Recovery Program (the Program). URS is committed to working with its partners to efficiently and effectively handle the numerous applications that come through the program. The program has been designed with ongoing checks to ensure that each application meets the requirements of the Build it Back Policy and Standard Operating Procedures. Part of that process is to perform ongoing and routine reviews of process effectiveness, the training being conducted, and ensuring that all BiB and federal standards that could arise in a monitoring or auditing process are met. URS oversees, through subcontract agreements, the delivery of case management services during the intake, option selection agreement and grant award phases of the Program.

The purpose of the QAP is to:

- o Ensure efficiency in the delivery of case management services to minimize errors and omissions
- o Increase positive customer experience
- o Provide guidelines to measure quality and identify errors
- o Establish corrective action plans to be implemented when quality issues and errors are identified
- o Comply with the rules and regulations of the Community Development Block Grant – Disaster Recovery program as well as New York City’s CDBG-DR Action Plan
- o Adhere to the policy guidance provided by the New York City Housing Recovery Office (HRO) as provided in the policy manual
- o Adhere to Standard Operating Procedures for each function of the case management process
- o Outline a method of documenting and reporting findings, and implementing corrective actions plans

The URS case management process includes the following functions:

- Intake
- Customer Service/Case Management
- Option Review Meetings (ORM)
- Grant Agreement meetings

Throughout the QA/QC process, the results of any reviews are made available to HRO.

1.2 Scope

Quality Control (QC) is maintained throughout the case management process via adherence to Standard Operating Procedures (SOP's) and the training of employees. This includes measuring how closely employees have adhered to SOP guidance, training, policy decisions and a 100% vendor review of applications. Quality Assurance (QA) is maintained by the URS team via a comprehensive quality review utilizing application coordinators and application review teams.

The first review provides verification to ensure that necessary files are present or that they will be obtained at the appropriate ORM by the AC. This review is considered pre-ORM review. Once this is complete, a Level One (Level 1) review is completed by the Level 1 QC team in order to verify the accuracy of the AC's work. The Level 1 review refers to *each* HRC's Level 1 QC team which consists of a QC Lead and QC Reviewers.

After the ORM, the Application Coordinator will review the file to ascertain that all of the requested materials found in the Level 1 review have been acquired and/or uploaded to CMS. At this time, the AC will notify the Solix HRC staff that the file is ready for review.

A second level of review (Mock Monitoring Review) replicates, as closely as possible, a HUD process monitoring review or focuses on an area of the program to determine consistency with the SOPs. The URS team will conduct all of the reviews under the direction of the Assistant PM for Development & Compliance. The Mock Monitoring Review utilizes between 30 and 50 files selected at random and includes files that passed key check points, were disqualified or withdrew, or made it all the way through the intake and eligibility process. The goal is to produce a HUD-style report that indicates any conditions where Findings, Concerns or Issues are present by conducting an independent review of the files, using the SOPs and the CMS system to determine if the file met the standards individually, and then aggregating the results to look for process weaknesses.

These efforts are taken to detect defects in applications which have completed processes at different stages and assess whether or not the current case management system contains errors and if operating procedures are producing fully completed and vetted applications.

All applications are required to be checked to ensure HUD compliance and BIB Program compliance. All QA/QC checks must be documented and the plan provides a detailed procedure that includes quality checklists and processes.

Program Overview

URS is committed to protecting and supporting Solix's eligibility review process, which is set up to affirm that funds are only awarded to eligible applicants. URS also looks at the long-term consequences of imprudent approvals or breakdowns in the process that could lead to concerns or findings being raised by the U.S. Department of Housing and Urban Development (HUD) or HUD Office of Inspector General (OIG). To that end:

URS leads the intake and case management process with the management team detailed in Section 1.6 and with direct focus from the Assistant PM for Development & Compliance who leads the Development Team. The Development Team is responsible for implementing, staffing and directing the quality assurance and auditing transactions in the case management process as listed below.

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- Reports, Reviews, and Proactive Field Work
- URS receives and monitors the pre-ORM QC work produced by the HRCs regarding quality assurance, conducts independent follow-ups and facilitates check-in meetings as needed. This ongoing and routine procedure serves to look for trends in the process that are not meeting program standards and/or best practices as highlighted in the *Basically CDBG for States Guidebook* chapter related to eligibility for CDBG DR and 24 CFR §570 Subpart J, Grant Administration and in anticipation of Subpart O, Performance Reviews. Any reports or results will be maintained in an electronic file and available for review.
- In addition, the Assistant PM for Development & Compliance and QC Manager perform routine visits to HRCs to look for program weaknesses and aid in the review process of Level 1 QC teams established at every HRC.

(Intake, Options Review Meeting, Grant Agreement)

- The Assistant PM for Development & Compliance oversees the designed quality management systems and updates to the QAP, Policy Changes, and other quality guidance documents. The Assistant PM for Development & Compliance assigns qualified staff to perform internal quality control tests and internal audits.

1.3 Project References

The NYC BiB QA Plan is based upon the following documents:

- New York City Build it Back Policy Manual 1-4 Unit Homes
- Build it Back Standard Operating Procedures
- *Basically CDBG for States Guidebook*

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1.4 Acronyms and Abbreviations

- AC	- Application Coordinator
- BBS	- Behavior Based Safety
- BiB	- Build it Back
- CDBG-DR	- Community Development Block Grant - Disaster Relief
- CEM	- Compliance Evaluation Manager
- CMS	- Case Management System
- CNYCN	- Center for New York City Neighborhoods
- COB	- Coordination of Benefits
- DD	- Division Director
- DO	- CNYCN Director of Operations
- ER	- Eligibility Review
- FEMA	- Federal Emergency Management Agency
- HRC	- Housing Recovery Center
- HRO	- NYC Housing Recovery Operations
- HUD	- Housing and Urban Development
- HUD OIG	- Housing and Urban Development Office of Inspector General
- ITR	- Independent Technical Reviews
- JA	- Job Aid
- NYC	- New York City
- ORM	- Options Review Meeting
- OSM	- Options Selection Meeting
- OSHA	- Occupational Safety and Health Administration
- P&P	- Policies and Procedures
- PD	- Build it Back Counseling Program Director
- PIC	- Principal in Charge
- PIV	- Private Insurance Verification
- PM	- Program Manager
- PMO	- Project Management Office
- Prime Subcontractors	- Solix, CNYCN, Capital Access
- QAM	- Quality Assurance Manager
- QAP	- Quality Assurance Plan
- QA/QC	- Quality Assurance and Quality Control
- QMS	- Quality Management System
- SEP	- Site Security and Escalation Plans
- Solix	- Solix, Inc.
- SOP	- Standard Operating Procedure
- SOW	- Scope of Work
- SPM	- Build it Back Counseling Senior Program Manager
- SS	- Site Supervisor

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- SWP	- Safe Work Plan
- URS	- URS Corporation

1.1.1 Staff and Management

All tasks will be staffed by personnel who are qualified and adequately trained to effectively accomplish the tasks associated with a QA/QC review. The teams will be led by a direct management team consisting of:

- Deputy Program Manager
- Assistant PM for Development & Compliance
- QA Manager
- Level 1 QC Representative

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2.0 SCHEDULE OF TASKS AND RESPONSIBILITIES

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2. SCHEDULE OF TASKS AND RESPONSIBILITIES

The NYC BiB Program applications will progress through a series of validations of information provided by the Applicants and third-party data. Each step in the process is critical to completing and validating an application that leads to an award. The case management process includes the following functions:

1. Scheduling and contact with applicants for all appointments (URS)
2. Intake Appointments (URS)
3. Coordination of Benefits/Private Insurance Review/Transfer Amount (Solix)
4. Eligibility Review (Solix)
5. ORM Scheduling (URS)
6. ORM (URS)
7. Post-ORM Case Management follow-up (URS/Solix)
8. Counseling: (CNYCN)
 - o Housing financial and legal counseling
 - o Cancelled SBA Loan counseling and determinations
 - o LMI outreach
9. Pathway Selection (URS)
10. Certification Reviews --End to End Review (Solix)
11. Grant Agreement/Application and Case Management Closeout (URS)
12. Communications with customers, including collection of missing documents (URS)
13. Withdrawals/Ineligible determination/Inactive status changes (URS)
14. Acquisitions: Outcomes of appraisal (URS)
15. Management and maintenance of Build It Back Centers (URS)

This URS QAP looks at each step individually as indicated above and provides reviews of applications at critical milestones in the case management process for which URS is responsible.

Each of the checkpoints identified above is subject to review to look for operational inefficiencies and verify proper oversight of implementation.

3.0 PROGRAM FUNCTIONAL ASSIGNMENTS

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3. PROGRAM FUNCTIONAL ASSIGNMENTS

The ultimate goal of the Program is to produce qualified applicants that meet all of the Program Criteria necessary to be eligible for NYC Build it Back. The Program relies on a series of verifications in the software system known as the Case Management System (“CMS”). CMS acts as a guide, along with the Standard Operating Procedures, in completing the application file for applicants. It is intended that the CMS is the system of record and there are no written support files.

The QAP is designed around the functions that make up the case management process. In each subsection, a brief summary of the function as defined by the SOPs is presented to provide context, followed by an explanation of how the three-tiered quality review process is applied to the elements that make up that function.

The QAP is designed to meet HUD direction that compliance reviews are the primary tool that CDBG grantees use to ensure that CDBG projects are being carried out in accordance with program requirements. Monitoring is a review of program or project performance and compliance. The three-level process designed here meets HUD direction to:

- ✓ Ensure production and accountability;
- ✓ Ensure compliance with CDBG and other federal requirements; and
- ✓ Evaluate organizational and project performance.

3.1 IDENTIFYING FUNCTIONS and QA/QC PROCESSES

Each application requires a series of actions and/or verifications that ultimately lead to a successful application or identify the applicant as not being eligible. Each function for which URS has responsibility is outlined in this section followed by the process used to ensure that SOPs, HUD compliance and Program Guidelines are adhered to.

Once the issue has been described, the QAP identifies the levels of quality review to be conducted and any related checklists or other guides being used.

3.1.1 Intake appointments

(Refer to Housing Recovery Centers Operations and Case Management SOP)

The Intake Appointments can be conducted in an HRC or at Home Visits with a Manager present.

HRC Location Intake Meeting

- The AC provides an overview of the application meeting and begins the document collection process.
- Gather information for application completion

Home/Mobile Visits

- Ensure the team has been trained—including Disability Etiquette

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- If applicant is a “No Show,” record in system—including if no answer to call
- Must have Right of Entry Form if Home Visit is conducted
- Gather information for application completion

Application Information to be collected at Intake meeting:

- The Application completion includes entering the information into CMS. Information requested for CMS should include (complete list for eligibility in Section 3.1.5):
 - Identity Verification
 - Citizenship Verification
 - Ownership Verification
 - Use ACRIS except for Breezy Point CO-OP, Howard Beach CO-OP or Staten Island
 - For Staten Island use the Richmond County Clerk Website
 - Income Verification
 - Primary Residency Verification
 - Benefits received and any documents for FEMA, SBA, NFIP, Homeowner Insurance any other Assistance Received
 - Year-round residency/landlords
 - Receipts for Allowable Activities
- Required Forms to obtain from the applicant should include:
 - F1 Form Notice of Limited Availability of Funding (Required for all applications)
 - F2 Form Conflict of Interest (Required for all applicants and co-applicants)
 - F3 Form Right of Entry permit (Required for all applications)
 - F4 or F11 Form Insurance Consent of Release/ Affidavit of No Insurance (One is required for all applications)
 - F6 Form Income Self Certification for Household (Required for Homeowner Occupied application unless F14 Form)
 - F7 Form Income Self Certification Form for Tenants (Only if rental units present with tenants)
 - F8 Form Communication Designation Authorization (If desired by Applicant)
 - F9 Form Authorization for the Release of Mortgage Information (No longer required)
 - F10 Form Affidavit to Bind Corporation must be Notarized (If corporate-owned)
 - F12 Form of One and the Same Name must be Notarized (When name has changed since recording ownership)
 - F 13 Form Declaration of Sandy Expenditures (Required for all applications)
 - F14 Form Affidavit of Zero Income must be Notarized (Only if applicable)
 - F15 Form Power of Attorney must be Notarized (Only if owner so designates)
 - F16 Form Agreement to Maintain Tenant Contact Information (Required if rental units present)

Level 1 Review:

The Level 1 team reviews 100% of complete intake appointments to ensure that all applications either have the required documentation or that it will be requested at the intake meeting. The Level 1 team uses the Intake Checklist (attached as Exhibit B). Any applications not found to have all the required material

present or documented as being needed will be updated and returned to the AC. At this point, none of the material is verified for accuracy or for compliance with standards. The Intake QC includes verification of required support documentation, signatures and completion of all necessary and proper forms. After this review, the application is submitted for a quality review in which a team of Program Support staff submit the application to a Solix Eligibility Review.

Mock Monitoring Review:

The Review team is made up of two or three people, at least one of whom has been involved in HUD field monitoring visits. At this point and for all functions directly involving applicant files, the Review team randomly selects between 30 and 50 files from the CMS system. The selections are then reviewed independently using the information in the files up to the point of Eligibility Review submission. The files are reviewed to verify that the SOPs and HUD standards were followed. Files that withdrew or were deemed inactive are not reviewed for intake and are not factored into the review. Even though the individual file selection is random, the selected files are weighted to where the majority of the files are in the process, looking for files that are further along. After the “duplicated monitoring visit”, a report is issued that includes the issues found as Findings, Concerns, Issues or no issues.

3.1.2 ORM Scheduling

(Refer to Case Management SOP and Communications SOP)

To schedule the initial Options Review Meeting, the AC should perform the following prior to calling the applicant:

- o Validate landlord/ tenant status, property unit count, and update CMS.
- o Review the applicant’s document checklist and identify any additional forms or documentation that should be provided by the applicant at the ORM. Always address the F13 requirement, even if the F13 has not been marked as an issue for the applicant.
- o Confirm all ORM documents are available and ready for printing.
- o Complete the Pre-ORM checklist and document any issues, documents in need of collection, or discussion with the applicant.
- o Check out with Level 1 QC to confirm the accuracy of the Pre-ORM review and checklist contents.

Once these tasks are completed, the AC should proceed with scheduling the ORM and perform the following:

- o Validate communication with the registered program applicant or leave a message for the registered applicant to return call with the appropriate protocol.
- o If the applicant accepts the call, explain the next steps in the process, specifically scheduling an ORM.
- o Describe the ORM meeting in terms of application follow-up to manage customer expectations about what may happen during their meeting at the HRC.
- o Request that all deed owners or POA for deed owners be present at the ORM.
- o Provide location availability for the ORM and request a scheduled appointment.
- o The AC should also make certain to provide an interpreter to anyone classified as Limited English Proficient (LEP)
- o The AC should indicate if there are any non-LEP special accommodations needed such as a Home Visit by the Field Staff (Must have an F3 Right of Entry Form signed at the Home Visit)

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- Inquiries by applicants will be handled in a timely manner in accordance with the Communications SOP. If appropriate, the AC should:
 - Discuss any outstanding required documentation
 - Confirm property ownership
 - Confirm if the property has rental units

Unresponsive Applicants:

Unresponsive Applicants should be clearly documented in CMS. Please refer to Case Management SOP, Withdrawal SOP, Inactive SOP, and Communication SOP.

Quality Review:

The Assistant PM for Development & Compliance will assign a team of qualified members to review for completeness and accuracy 15% of all applications from the pool of applications marked for ORM scheduling and from those marked as Unresponsive in CMS. The QC includes verification that the ORM was successfully scheduled or the applicant was declared unresponsive.

3.1.3 Option Review Meeting

(Refer to Option Review Meeting SOP, Case Management SOP, Communications SOP and HRC Operations SOP)

At the meeting, the AC introduces themselves and provides an overview. The AC collects any documents that the applicant has brought with them and verifies them against the file.

The AC reviews the COB Worksheet and compares it to the F13 (if completed by the applicant).

The AC should be prepared to discuss any concerns, including:

- Flood Insurance Costs
- Counseling available related to:
 - Legal/Housing/ Financial Issues
 - F13 Form
 - Acquisition options
 - SBA Loans
- Reasonable Accommodations
- Request for Review
- Request for Appraisal
- Signing the OSA
- Open Permit Issues

After the Meeting, the AC documents the results and any changes to the CMS file for the applicant and fills out the Post-ORM checklist.

Level 1 Review:

The AC verifies all documents and data points from the ORM are reflected in CMS and confirms this utilizing the Post-ORM checklist. Any applications in need of follow up after the ORM will be handled

by the AC. After this review, once the application is deemed ready to move forward it is moved to a Solix Quality Review which is performed immediately following the ORM, based upon staff availability.

Mock Monitoring Review:

The Monitoring Review team is made up of two or three people at least one of which has been involved in HUD field monitoring visits. At this point and for all functions directly involving applicant files, the team randomly selects between 30 and 50 files from the CMS system. The selections are then reviewed in an independent review using the information in the files at that time. Even though the individual file selection is random, the selected files are weighted to where the majority of the files are in the process, looking for files that are further along. After the “duplicated monitoring visit”, a report is issued that includes the issues found as Findings, Concerns, Issues or no issues.

3.1.4 Grant agreement (Refer to Grant Agreement SOP)

The Grant Agreement is the legally binding contract that establishes the relationship between the NYC BiB Program and the Homeowner. All terms and conditions of the Grant Agreement must be clear and agreed to before the applicant can move forward. The Grant Agreement provides the applicant with the amount of funds available, and the obligations of the applicant as a condition of receiving the federal funds. The Grant Agreement must:

- Be signed by all the owners of the property
- It must state the use of the funds (rehab, reconstruct, reimbursement)
- It requires the applicant to notify their home insurance company about the work being done
- Details that if in a Special Flood Hazard Area, the homeowner must obtain and maintain flood insurance
- Limits the sale or transfer of the property for one year after Grant Agreement is signed unless approved by the BiB Program.

Once the Grant Agreement is completed, that will end the personal eligibility (left Side of file in a traditional file). This will, for practical purposes close the eligibility portion of the file leaving construction or traditional “right side” documentation active.

Quality Review:

After the Grant Agreement meeting the Level 1 QC team will review the signed Grant Agreement to ensure the quality of the meeting and the uploading and scanning of Grant Agreement documents to CMS. The Level 1 team will also add the appropriate data points in CMS to record the meeting and the status of the application.

3.1.5 Communications with applicants, including collection of missing documents (Refer to HRC Operations SOP, Communications SOP and Case Management SOP)

Customer communications and collection of missing documentation are priorities in ensuring that the program operates smoothly. To that end, the program has many resources to help provide the most accurate picture available for the applicant files. To make certain that the applicants receive the support

they need and that the program obtains the information it needs to make consistent and reasonable decisions, primary communications during all scheduled meetings and thorough applicant follow-up via email and phone will be conducted by the AC assigned to an application.

Quality Review:

As this is a broad function, the reviews are the responsibility of the HRC Managers and APM for Implementation and Logistics to assign and develop a checklist for these reviews. One key review will be the number of complaints each HRC or AC receives from the applicants. 100% of complaints are reviewed to determine the validity of the complaint. The results of the investigation and the follow-up action are included a weekly report for discussion during the weekly HRC Managers meeting. The collection of missing documents is subsumed in other areas.

**3.1.6 Withdrawals/Ineligible determination/Inactive status changes
(Refer Withdrawals SOP, Case Management SOP, Inactive SOP)**

During an applicant's progression through the program, many things can stop an application. Applicants that are no longer in the Program can be placed into three categories:

- Withdrawn
- Inactive
- Unresponsive

Any application that has been determined Unresponsive or Withdrawn throughout the process should be reviewed prior to being marked Inactive. The Inactive designation is performed by CMS IT.

Quality Review:

Under the direction of the APM for Implementation/Case Management, a team will review 25% of applicant files marked as Unresponsive or Withdrawn.

**3.1.7 Management and maintenance of Build It Back Centers
(Refer to Housing Recovery Centers Operations and Quality Control SOP, Communication SOP,
and Customer Service SOP)**

The Program is committed to providing correct, meaningful and timely information to the applicants and other interested stake holders.

The HRCs will operate in the boroughs of Staten Island, Brooklyn, Queens and additional Satellite Offices as needed.

Each HRC location will consist of a minimum of three types of customer service stations; registration, a waiting area, and multiple AC workstations (the number of workstations varies by location). Staffing of the HRCs will include a minimum of one security guard (or alternative solution), one Greeter, one Site Supervisor, a QC Lead, adequate QC Reviewers, and multiple AC staff members.

The APM for Implementation and Logistics and a designee will be the subject matter experts on NYC BiB operations. They will manage the facility and provide direction to the above listed staff members.

Specifically, the manager will ensure:

- AC Competency Training for intake processing and basic program eligibility requirements. Staff members must achieve training milestones before performing Intake and Options Review Meetings for applications.
- Staffing is sufficient to meet the needs of the applicants who have been scheduled for appointments, based on the traffic flow of the center.

The APM for Implementation and Logistics will be responsible for gathering information about the progress at the BiB Center from AC staff or others and reporting that information back to the URS PMO.

Quality Review:

The Center Managers are primarily responsible for ensuring the operation of the HRC. The operation of the center is an important part of the process, but provides little in the way of solid verifiable checklists. Similar to Customer Service, the major checks will be applicant satisfaction. The customer complaint process guides the needed actions of the center. The Center Managers will investigate 100% of the complaints filed to check for validity and provide a result or recommendation.

3.2 Documentation Standard Practices

The Program has designated that the Case Management System will be the file of record for the program. The electronic file should provide all the requirements found in 24 CFR §570.506 including National Objective and the requirements identified in the Policy Manual.

All forms and supporting documentation—including any meeting notes or homeowner information—should go into the CMS database. Any document that is used in the process should be included in the system.

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4.0 TESTING

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4. TESTING

URS verifies CMS functionality is working properly by selecting random files and verifying that the information in the system can be supported by the documents within the applicant file. This includes:

- *Verifying CMS has the files that are indicated as being present.*
- *Conducting a periodic multi file "data dump" of random files to make certain the file material is being recorded properly.*
- *Verifying that the formulas are working by hand-calculating random files based on the information in those files.*
- *Verifying the ability to print a "Left Side" file for use by HUD or HUD OIG, if desired.*

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5.0 PROBLEM REPORTING AND CORRECTIVE ACTION

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5. PROBLEM REPORTING AND CORRECTIVE ACTION

URS reviews the Daily Case Management Report, the Stat Report, and other ad hoc reports to determine if any special monitoring reviews are warranted based on the number of problems or special issues that arise. URS also regularly solicits feedback from Center staff and management, as well as other vendors to identify trends and areas that may need additional attention.

If an issue is detected, URS conducts an investigation into the problems and determines if they are the result of CMS reporting, policy issues, or processing errors. Based on the information, two options are taken. First, URS will issue program or policy memos, additional guidance or training to address any issues if that will eliminate the concern. Second, should a corrective action plan be required as a result of the above investigation, one will be created, implemented, and monitored to ensure improvement and program compliance.

5.1 Problem/Issue Documentation

The QA/QC team reviews files that might have had similar errors that were unreported and/or uncorrected for high-risk areas.

If the error is determined to be of a substantive nature, a program memo to correct the action will be placed at the appropriate point in the review process to provide direction on the decision making that was used to address the problem.

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6.0 TRAINING

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6. TRAINING

URS supports HRO training for new and seasoned staff during each phase of the case management process and will identify the distinct training needs of individuals and familiarize new staff members with the NYC Build It Back Program. Management will provide additional training as required and adjust training schedules, materials and SOPs as needs arise. URS maintains an ongoing record of training conducted, training attendance and training materials used for review as requested.

Training of new AC staff includes, but is not limited to:

- Program Fundamentals
- CMS Functionality
- Policy and Program Specifics

A complete explanation of the new hire training process is located in the BiB Application Coordinator Onboarding Plan, located on the BiB Communicator.

Programmatic training is conducted by HRO and by HRO personnel.

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6.1 Training Materials

Training materials may consist of PowerPoint slides and any handouts, Job Aids, SOP's, FAQ's or talking points as needed. Additionally, staff may receive interactive instruction that complies with the NYC Program Policy Manual in an effort to demonstrate questions and scenarios that may arise at HRCs.

Training materials will be stored on the BiB Communicator.

6.2 Initial and Continuous Training of Staff

New staff will receive initial training in accordance with the BiB Application Coordinator Onboarding Plan and will be required to complete the Onboarding Checklist, which must be signed off by Center Management. Quarterly training will occur to refresh and test program understanding and identify areas in need of additional support and training. AC attendance will be recorded via training sign-in sheets for training conducted. Should Policies or Procedures change during a quarter, interim training will be developed and implemented.

Training will be provided by a URS Professional Trainer, URS PMO Staff, or HRO Program Staff as applicable.

6.3 Corrective Action Training of Staff

Corrective action training will be implemented by way of additional staff training as identified by Center Management or PMO staff.

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7.0 APPENDICES

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7. APPENDICES

- 7.1 Appendix A – Intake Document Checklist**

- 7.2 Appendix B – Pre-ORM Checklist**

- 7.3 Appendix C – Post-ORM Checklist**

- 7.4 Appendix D – Mock Monitoring Review Checklist**

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LOUISIANA RESTORE PROGRAM
QUALITY ASSURANCE/QUALITY
CONTROL

QUALITY MANAGEMENT
STANDARD OPERATING
PROCEDURES

3/12/2018

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Restore Louisiana (RESTORE)
Quality Management SOP

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1 INTRODUCTION

In 2016, Louisiana had two separate events that qualified for appropriation under Public Law 114-223. The state experienced severe storms and flooding in both March (Disaster Number 4263) and August (Disaster Number 4277) 2016 – collectively referred to as the 2016 Severe Storms and Flooding – resulting in 56 of the state’s 64 parishes receiving a federal disaster declaration. From the March event, more than 16,462 homes have Federal Emergency Management Agency (FEMA) Verified Loss and 5,222 renters have FEMA Verified Loss (FVL), for a total of 21,684 households. The National Weather Service designated the August flooding event that dropped an unprecedented 7 trillion gallons of rainwater in South Louisiana as a “1,000-year” rainfall event. It resulted in the flooding of more than 68,380 homes with FVL and 23,248 renters with FVL, for a total of 91,628 households. The August storm claimed 13 lives.

A. March Storm (DR-4263)

In early March 2016, a storm system brought heavy thunderstorms from west to east across most of Louisiana. In addition to wind damage, record flooding occurred along the Bogue Falaya River in Covington and Bayou Dorcheat at Lake Bistineau. Governor John Bel Edwards declared a state of emergency for several parishes and sent the National Guard to help with search-and-rescue missions.

The State of Louisiana estimates that this storm caused damage to more than 21,684 residences, forced 13,000 evacuations and 2,780 rescues, damaged another 6,143 structures, and caused numerous road closures. Road and bridge damage estimates totaled \$20 million. Agricultural losses totaled approximately \$15 million, with long-term impacts to farmers estimated at \$80 million. In addition, more than 40,000 citizens registered for FEMA Individual Assistance (IA).

Thirty-six Louisiana parishes were declared eligible for FEMA IA: Allen, Ascension, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Catahoula, Claiborne, DeSoto, East Carroll, Franklin, Grant, Jackson, LaSalle, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Ouachita, Rapides, Red River, Richland, Sabine, St. Helena, St. Tammany, Tangipahoa, Union, Vernon, Washington, Webster, West Carroll and Winn. Seven of these parishes also flooded in August: Ascension, Avoyelles, Livingston, St. Helena, St. Tammany, Tangipahoa and Washington.

John Bel Edwards

B. August Storm (DR-4277)

In mid-August 2016, a slow-moving storm impacted multiple South Louisiana parishes with sustained heavy rain. In what was a 1,000-year flood, within two days more than two feet of rain was measured in some areas, causing extensive surface and river flooding. Both the Amite and Comite rivers overtopped, as well as numerous bayous, lakes and canals located within these drainage basins. Governor John Bel Edwards declared a state of

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**Restore Louisiana (RESTORE)
Quality Management SOP
Quality Management**

emergency for several parishes and sent the National Guard to help with search-and-rescue missions.

An estimated 8,000 people were evacuated to emergency shelter sites. The American Red Cross, the state and faith-based organizations operated these sites. A state-operated medical site was established to serve individuals with medical needs. Roughly 30,000 search and rescues were performed, with 11,000 citizens sheltered at the peak of the flood.

The damage to infrastructure, businesses and homes across the southern region of the state was extensive. Large sections of state roads remained under water for extended periods. An estimated 30 state roads washed out and 1,400 bridges require inspection. Along with more than 200 highways that closed during the event, sections of Interstates 10 and 12 closed for multiple days due to floodwaters. Some stretches of I-10 remained closed for nearly a week, significantly interrupting interstate commerce.

More than 91,628 homes have documented damages to date, with the number expected to rise as FEMA registrations and inspections conclude. An estimated 31 percent of homes in the declared parishes were impacted by flooding, with only 11 percent of households in these areas carrying flood insurance. Based on current registration numbers and historic trends, it is estimated that more than 200,000 households will apply for IA, with an estimated housing unmet need in excess of \$2.44 billion.

Immediately following the August 2016 flooding event, the Louisiana Department of Economic Development partnered with Louisiana State University to conduct an assessment of economic losses resulting from the floods. Key details are:

At the peak of the August event, 19,900 Louisiana businesses or roughly 20 percent of all Louisiana businesses were disrupted by the flooding event. FEMA has since referred approximately 22,000 businesses to SBA for recovery assistance.

A disruption of 278,500 workers or 14 percent of the Louisiana workforce occurred at the peak of the flooding event.

An economic loss estimated at roughly \$300 million in labor productivity and \$836 million in terms of value added during the period immediately surrounding the flood.

Approximately 6,000 businesses experienced flooding.

The LSU Ag Center estimates Louisiana agricultural losses of over \$110 million.

Twenty-two Louisiana parishes were declared eligible for FEMA IA: Acadia, Ascension, Avoyelles, East and West Baton Rouge, East Feliciana, Evangeline, Iberia, Iberville, Jefferson Davis, Lafayette, Livingston, Pointe Coupee, St. Helena, St. James, St. Landry, St. Martin, St. Tammany, Tangipahoa, Vermilion, Washington and West Feliciana. Seven

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of these parishes also flooded in March: Ascension, Avoyelles, Livingston, St. Helena, St. Tammany, Tangipahoa and Washington.

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RESTORE Quality Program

The Louisiana Division of Administration, Office of Community Development, Disaster Recovery Unit (OCD-DRU) contracted with CohnReznick (CR) to provide Quality Assurance/Quality Control (QA/QC) consulting services in support of OCD-DRU's Program for the floods of March and August 2016. Services may also be expanded to accommodate other similar programs yet to be defined, including programs occurring as a result of past and future disasters or other federally funded initiatives.

CR will act as the State's agent to perform the following tasks:

1. Assist in the continued development of policies and procedures that ensure that the Program is operated in an accurate, efficient, effective and accountable manner.
2. Test and report that the Program Contractor operates the Program in accordance with the policies and procedures developed for the ReLa Program, as well as with applicable published Action Plans. This would include testing ReLa Program processes and sampling applicant files both at the eligibility and construction stages.
3. Monitor and test procedures to detect fraud, waste and abuse of Program funds.
4. Develop and monitor controls to eliminate duplication of benefits from insurance companies, FEMA, and other sources of funds.
5. Develop and execute monitoring procedures to test compliance with federal and State regulations and compliance with the State's contractual agreements with HUD.
6. Assist in developing and managing internal quality control processes to ensure consistency among a large number of construction contractors.
7. Monitor and evaluate for the compliance the Scope of Work (SOW) and damage estimates as produced through the Xactimate software.
8. Design and produce reports as required by the ReLa Program Contractor, OCD-DRU and other stakeholders upon request and approval by OCD-DRU.

1.1 Purpose

The purpose of this Compliance Standard Operating Procedures document is to expound on the processes identified in the Quality Plan Overview. It outlines the various day-to-day operational procedures required as part of the Quality Management System. This guide should be used in combination with the RESTORE Quality Management Plan and various tools developed to manage the operations of quality monitoring.

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Roles and Responsibilities

Quality Management responsibilities include the following major tasks:

- Develop comprehensive quality management system for monitoring program activities;
- Develop a risk assessment mechanism to be used to assess process risk;
- Conduct periodic risk assessments using risk assessment mechanism and develop annual review schedule;
- Conduct ongoing QA/QC testing and monitoring of program activities;
- Communicate deficiencies to program personnel for resolution;
- Follow up with program personnel regarding corrective actions;
- Provide period reporting to the State Program Manager (SPM);
- Provide technical assistance as necessary;
- Coordinate in the development of a training plan and the conduct of required training;
- Recommend program changes to improve effectiveness and efficiency; and
- Develop and implement processes for monitoring and assisting with program changes.

To accomplish these tasks, the following roles and responsibilities have been identified:

Role	Responsibility
Program Manager	<ul style="list-style-type: none"> • Reports to the SPM on quality management activities • Provides oversight of project activities
Subject Matter Expert (SME)	<ul style="list-style-type: none"> • Reports to the Program Manager on quality management activities • Provides technical assistance on project activities, as required • Assists Program Manager as required

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Role	Responsibility
<p style="text-align: center;">Business Process/Construction Management Project Managers</p>	<ul style="list-style-type: none"> • Final approver for all QA/QC and monitoring activities • Reports to Program Manager on compliance activities • Oversees quality review/monitoring activities for project staff • Reviews quality review/monitoring documents prior to submission to Program Manager or designee • Reports status of quality/monitoring reviews and corrective actions • Reports on status of technical assistance and other project tasks • Manages performance of annual risk assessment • Manages development of quality management schedule • Manages quality management efforts for project staff • Reviews and approves resolution of corrective actions
	<ul style="list-style-type: none"> • Identifies staffing needs and assigns personnel responsible for task completion; • Finalizes established timeline for all project tasks and tracks progress of tasks; • Coordinates resolution of labor billing issues; • Reviews/provides input on task orders; • Reviews monitoring letters/reports before providing to RESTORE; • Drafts Monthly Activity reports; • Coordinates the monitoring schedule with RESTORE; • Coordinates with RESTORE re: approval/issuance/amendment of monitoring documents; • Coordinates with RESTORE on process updates; and • Finalizes and distributes meeting notes.
<p style="text-align: center;">Project Associate / QC Monitor</p>	<ul style="list-style-type: none"> • Performs QA/QC and compliance monitoring reviews of program activities; • Performs data analytics reviews of systems and program activities; • Performs QA/QC reviews of applicant files for eligibility and calculation; • Performs QA/QC reviews of damage assessments; • Performs deliverables reviews; • Documents monitoring results and drafts monitoring reports; • Coordinates with Contractor on monitoring responses; • Monitors and follows up on corrective actions; and • Provides training and technical assistance to Contractors.

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1.2 Terms

The following terms are used throughout this document:

1. **Applicant** – refers to the homeowner(s) applying for an award of RESTORE funds.
2. **“State”, “OCD-DRU”** – used interchangeably to refer to the Office of Community Development-Disaster Recovery Unit.
3. **“IEM”, “Contractor”** – refers to the vendor, subcontractors, and other associated organizations responsible for administering the Restore Louisiana Program.
4. **“Project” and “Program”** – used interchangeably to refer generally to RESTORE-funded activities administered by IEM.

1.3 Monitoring Strategy/Methodology

The RESTORE quality management strategy includes the following elements:

- Quality Management Plan Development
- Procedural Review and Checklist Development
- Risk Assessment
- Quality Review Schedule Development
- Quality Control Testing
- Data Analytics
- Quality Assurance Reviews
- Compliance Monitoring
- Deliverables Testing
- Training/Technical Assistance
- Corrective Action Tracking
- IT and Reporting
- Satisfaction Questionnaires

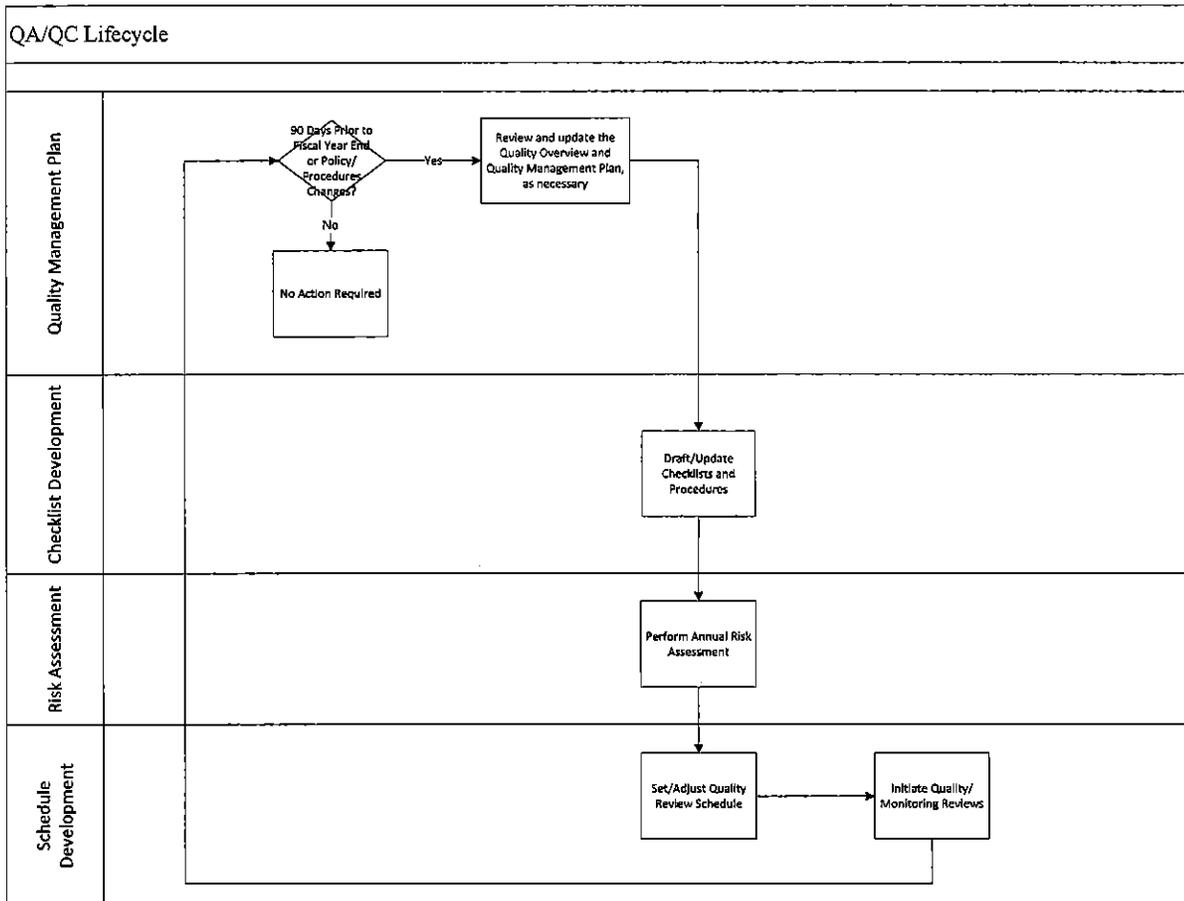
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An overview of this strategy can be found in the Quality Plan Overview.

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2 QUALITY MANAGEMENT IMPLEMENTATION

2.1 QA/QC Life Cycle



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2.2 Process Flows

The following process flows have been defined:

- QA/QC Lifecycle
- Risk Assessment
- Quality Review Schedule
- Quality Review
- Training
- High Level-eGP Workflow
- [Business Process & Policy] BPP

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- [Construction Management] CM
- Combined Workflow

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3 RECORDS MANAGEMENT

3.1 SharePoint

The RESTORE SharePoint site is a web-based document repository that allows users to share documents in a secure environment. Users can access documents on the site from any computer with internet access as long as the users have the appropriate login credentials.

The QA/QC documents are housed on a SharePoint site developed for this project:

- DRU State site - <https://sharepoint.la.gov/restorela/SitePages/Home.aspx>

In addition to the document repository, two SharePoint lists are utilized to track daily batch QC reviews of applications in the Second QA Review status. The “QC2 Daily Batch” Sharepoint list is located on the External/State QC site and is only accessible by the State and the QA/QC Team. It is the working area for the daily QC activity and only contains the current day’s files. It is located:

<https://sharepoint.la.gov/restorela/QC/Lists/R4QA2%20Queue%20Tracker/Basic%20Info.aspx>

The “QC2 Actions” Sharepoint list is a cumulative tracker that includes fields for summarizing 2nd QA results and any noted deficiencies for communication to IEM personnel. The list is located in a shared location under Case Management>Eligibility Team:

<https://sharepoint.la.gov/restorela/CM/VOB/SitePages/Home.aspx>

3.2 Folder/File Naming Conventions

Document Standards, including naming conventions, have been developed to facilitate consistency for all documents produced during grant monitoring. These standards are documented in the *RESTORE Document Standards Guide*.

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3.3 Resources

Exhibit/Attachment	Topic
Exhibit 05	SharePoint Help Guide

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4 QUALITY MANAGEMENT TOOLS

4.1 Checklists and Templates

Various checklists and templates are utilized throughout the Quality Management process. Following is a list of some of the tools and templates and the associated areas.

Quality Control Review

Eligibility Review Checklist
Environmental Review Checklist
CM_Data Analytics Checklist
BPP_Data Analytics Checklist

Compliance Review

Contract Compliance Checklist
Regulatory Compliance Checklist

Deliverables Review

Deliverables Testing Matrix

Satisfaction Survey

Applicant Satisfaction Questionnaire

4.2 SharePoint Workflows

As mentioned in Section 3, a tracker has been incorporated into the SharePoint site to track QA activities.

1. **QC2 Actions** is a SharePoint list used to track QC reviews and document review status for the Construction Management (CM) and Business Process and Policy (BPP) Teams. The list also documents final resolution of required corrective action by IEM.

The functionality and use of the tracker is also defined in the *RESTORE SharePoint Help Guide*.

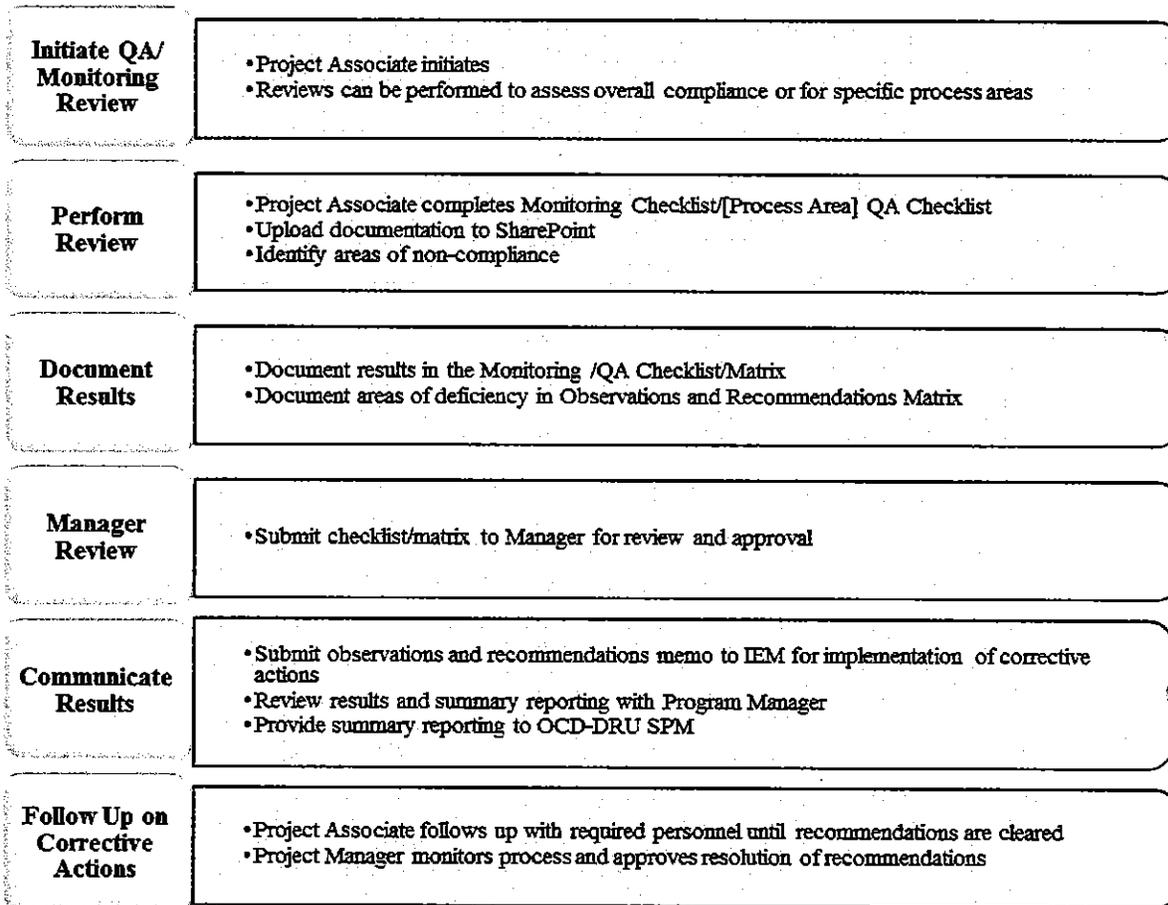
4.3 Resources

Exhibit/Attachment	Topic
Exhibit 05	SharePoint Help Guide
Exhibit 07	QC Checklist – [Process Area]
Exhibit 08	Contract Compliance Checklist
Exhibit 08	Regulatory Compliance Checklist
Exhibit 09	Deficiencies and Recommendations Matrix

Exhibit/Attachment	Topic
Exhibit 10	Deliverables Testing Matrix
Exhibit 11	Customer Satisfaction Questionnaire

5 PROGRAM/PERFORMANCE MONITORING

Program/Performance monitoring is performed on an ongoing basis for each applicable process area during the fiscal year using sample-based and full-population testing as feasible. The type and frequency of testing depends on operational procedures and risk to the Program. Monitoring activities are divided among team members but may be rotated on a periodic basis to ensure proper cross training.



5.1 Risk Assessment

Completing the annual risk assessment is the first step in determining the monitoring schedules for each year and includes the following steps:

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1. Perform the annual risk assessment; and
2. Use risk assessment results to determine monitoring priority and schedules.

Note: QA2 batch and supplemental reviews are always performed as daily reviews during the work week. Some reviews are also ad hoc and/or based on the frequency of the activity.

5.1.1 Factors and Weighting

The following factors and weights are used in performing grant risk assessments. Risk assessment criteria are evaluated annually to determine if they remain valid and if adjustments are required to the associated weighting.

Risk Assessment Factors and Weighting			
	Performance Measures - Timeliness	Days Late: 0-30 / 31-60 / >60	10%
	Average Monitoring/Quality Deficiencies	No Deficiencies / 1-2 Deficiencies / >2 Deficiencies	25%
	Status of Procedural Documentation	Documented Procedures in place / Procedures are not documented/updated / Procedures are not in place	15%
	Total Fines & Penalties	0-\$100 / \$101-\$500 / >\$500	25%
	Average Monthly Transactions	0-30 / 31-99 / 100+	10%
	Average Monthly Cost	0-\$10,000 / \$10,001 - \$50,000 / >\$50,000	10%
	Activity Frequency	Daily / Weekly / Monthly	5%
		Composite	
Quantified Risk Assessment		Quantified Risk Composite	
		Grant Monitoring Tier	Priority 1, 2, 3

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5.1.2 Performing Risk Assessment

Annual risk assessments are initiated at least 90 days prior to the end of RESTORE’s fiscal year (by June of each year). The timing of the risk assessment allows for development of the proposed monitoring schedule for the upcoming fiscal year.

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5.1.3 Annual Assessment

1. Create risk assessment workbook for annual assessment.
 - a. Save the latest approved assessment as the current year.
3. Review the latest organizational chart to confirm the process areas.
4. Adjust the risk assessment, as necessary, to account for changes in the organizational structure and to include new assessment areas.
5. Update the Risk Assessment and Source Data fields.
6. Research data exceptions
 - a. Data exceptions appear as “#N/A” in the spreadsheet.
 - b. Check VLOOKUP parameters to ensure criteria were entered correctly.
 - c. Once the data are pulled, verified, and any exceptions resolved, perform a Copy, Paste Values to remove the formulas.

5.1.4 Risk Assessment Fields

Prior Experience

Prior Experience						
100%						
Performance Measures - Timeliness	Average Monitoring/Quality Observations	Status of Procedural Documentation	Total Fines & Penalties	Average Monthly Transactions	Average Monthly Cost	Activity Frequency
10%	25%	15%	25%	10%	10%	5%
Monitoring	Monitoring	Monitoring	Monitoring	EGRANTS	Calculation	Calculation
Days Late: 0-30 / 31-60 / >60	No Observations / 1-2 Observations / >2 Observations	Documented Procedures / Procedures not Documented / No Procedures	0-\$100 / \$101-\$500 / >\$500	0-30 / 31-99 / 100+	0-\$10,000 / \$10,001-\$50,000 / >\$50,000	Daily / Weekly / Monthly+

1. Performance Measures – Timeliness is pulled from deliverables tracking based on prior-year activities. Enter “0” for areas that either do not have performance measures that are set by the State or requirements are waived.
2. Average Monitoring/Quality Deficiencies is pulled from QC/monitoring tracking based on prior-year activities. Enter “0” for areas that have not been reviewed.
3. Status of Procedural Documentation is determined based on confirmation with process owner and/or existence of documentation on Restore site.
4. Total Fines and Penalties is pulled from deliverables tracking based on prior-year activities. Enter “0” for areas where penalties either do not apply or where requirements that determine penalties have not come due.

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5. Average Monthly Transactions is determined based prior-year performance for the program area.
6. Average Monthly Cost considers the average monthly transactions and the unit cost.
7. Activity Frequency is determined based on prior performance for the program area.



5.1.5 Risk Assessment (current) Tab

1. Includes the actual risk assessment results and determined priority rankings.

5.1.6 Source Data Tab

1. Includes the source data used in calculating program risk.

5.1.7 Finalize Risk Assessment

Results for annual assessments are used in the determining the QC and monitoring schedules for the upcoming year.

5.2 Select Monitoring Universe

The monitoring schedule for each fiscal year is determined based on the results of the annual assessment. The annual monitoring universe is determined based on risk assessment results.

5.2.1 Schedule Development

The following steps are performed to develop the proposed schedule:

1. Perform a year-over-year comparison of risk assessment results.
2. Identify the areas required for review in the upcoming year.
3. Evaluate whether the monitoring frequency should be adjusted for any program or process areas.
4. Add the program and process areas to the monitoring schedule.
5. Determine the assignments, as required, and confirm the review frequency.

5.2.2 Schedule Approval

The Project Manager for the specific area approves the monitoring schedule for his or her team, as required.

5.3 Adding records to the “Quality Management Tracker”

Monitoring reviews may be added to a monitoring tracker and assigned upon schedule approval or just prior to starting the review. QC reviews are added and assigned prior to performance of the review.

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5.4 Assign Monitoring Reviews

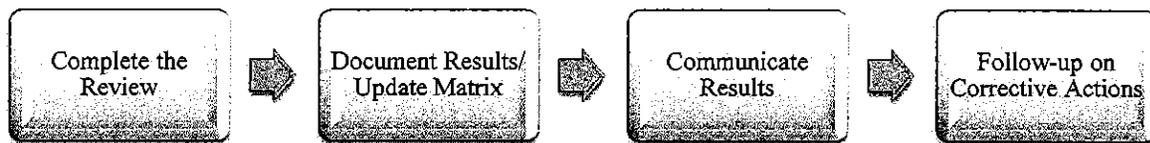
Assignments are determined based on need and the availability of review staff within each team.

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5.5 Performing and Executing a Monitoring Review

Project Associates initiate monitoring reviews based on schedule and assignments. A review may be conducted of a specific process area or of multiple programmatic areas. Given the nature of the Restore Louisiana Program and coordination with the Program Contractor, prior notification is not required to initiate monitoring activities. Monitoring activities are conducted on an ongoing basis.



The goal of the monitoring review is to verify financial, administrative, regulatory, and programmatic compliance. A detailed process flow is located in the *Quality Management Workflows* document.

1. Monitoring reviews are completed using the *Exhibit 08 Contract and Regulatory Monitoring checklists* and the *Exhibit 07 BPP/CM Data Analytics* testing worksheets.
2. The *Exhibit 08 checklists* includes tabs that define the testing compliance criteria and tabs for the testing worksheets.

Compliance Criteria Tab

This tab contains the criteria, methodology, comments, and other information specific to the review areas. Instructions on completing each test are defined within the methodology section.

Testing Worksheet Tabs

These tabs are used in performing more specific testing for process areas.

3. The *BPP/CM Data Analytics* work sheets contain multiple tabs based on test area. Specific tests are defined within each tab.
4. Conduct data pulls, process walkthroughs, testing and interviews, as necessary.
5. Results should be documented in the Compliance Criteria tab, Test Sheet tabs, and within the data extracts.
6. If deficiencies are noted, document this information within the test sheets and include summaries within the *Exhibit 09 Deficiencies and Recommendations Matrix*.
7. Results are communicated to to each Damage Assessment Contractor and the state using the Exhibit 14 Memo Template and supporting workshets.

5.6 QC Review Approval

The BPP and Construction Management Project Managers (or designees) perform a final QA review of all QC and monitoring reviews prior to approval. Approval includes the following steps:

1. Review and approval of the checklist and matrix [for Monitoring Reviews] prior to submission of results to the required Damage Assessment Contractor personnel for resolution.
2. Review and approval of results prior to submission of reporting to SPM.

5.7 Initial Review – Manager Review

Manager reviews are initiated once QC/Monitoring reviews are submitted for approval. Monitoring checklists are reviewed prior to reviewing the Deficiencies and Recommendations Matrix.

Review the information on the *General Info* tab of the Checklist for accuracy. Review the monitoring results on the monitoring/QC checklist tab for accuracy and completeness.

The “Methodology” column identifies the specific steps required for verifying the accuracy of the results. Update the *Comments* fields to correct the results and/or add additional clarity as necessary.

If only minor edits were made, add “Approver Name” and “Approval Date” upon completing the review. If significant changes were made or additional follow up is required by the Project Associate/Construction Monitor, request changes prior to approving the checklist. Save all changes to the checklist.

Upon approving the checklist, review the Deficiencies and Recommendations Matrix for accuracy and completeness, as applicable. Keep the checklist open while reviewing the matrix, as required.

- Make sure all required deficiencies and recommendations are included.
- Verify that summary totals are correct.
- Verify that the recommendations are appropriate for the deficiencies.

Review wording for clarity and consistency.

5.8 Resources

Exhibit/Attachment	Topic
Exhibit 02	Risk Assessment Workbook Model
Exhibit 03	Risk Assessment Workbook
Exhibit 04	Schedule Template

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6 ELIGIBILITY/DA QC MONITORING

QC reviews are performed for eligibility, verification of benefits (VOB), award calculation, and accuracy of damage assessments.

6.1 Review Workflow

Pre-Closing

Applications that reach Second QC Award Review In Progress status in eGrants Plus (eGP) are ready for final QC review.

6.1.1 Pulling a Batch Sample

At the end of each day, once the current day's QC batches have been updated in eGP, open the Daily Assignment template from the External/State QC SharePoint site and save a new copy with the appropriate date.

1. Locate the batch file provided by the Reporting team (contains all files in Second QC Award Review in Progress in eGP) and paste the data into the *R4QA2* tab.
2. Copy the data in column N and paste values into Column O.
3. Files randomly selected in the sample will be marked "Yes" in column A and will appear pink in column B until a name is entered. Enter assignments where required.
4. Refresh the PivotTables on the *Pivot* tab.
5. Verify the accuracy of population and sample sizes.
6. Check the file in to SharePoint.
7. Spreadsheet Formulas:
 - a. **Column M – Solution Type:** Populated based on information contained in Column H. Blank if Column H is empty
 - b. **Column N - Random:** Will return a random number, based on Solution Type, unless other attributes apply:
 - i. Appeal Completed (Column L) – returns 6001
 - ii. DA Team is HGA (Column J) – returns 7001-8000
 - iii. IEM Sol 1, 1,3 – returns random between 0-1000
 - iv. IEM Sol 2, 2,3 – returns random between 1001-2000
 - v. IEM Sol 3 Only – returns random between 2001-3000
 - vi. TWG Sol 1, 1,3 – returns random between 3001-4000
 - vii. TWG Sol 2, 2,3 – returns random between 4001-5000
 - viii. TWG Sol 3 Only – returns random between 5001-6000

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- c. **Column O – Random:** It is necessary to paste values from Column N into this column as the random number generator will update each time a change is made or the spreadsheet is opened. The sample selections are made
 - d. **Column A – Sample:** Based on the information entered in Column O, files will be sampled using the following logic:
 - i. Appeals are notated as Appeals
 - ii. HGA files - sampled if between 7001-7500
 - iii. IEM Sol 1, 1,3 – sampled if between 0-250
 - iv. IEM Sol 2, 2,3 – sampled if between 1001-1250
 - v. IEM Sol 3 Only – sampled if between 2001-2250
 - vi. TWG Sol 1, 1,3 – sampled if between 3001-3500
 - vii. TWG Sol 2, 2,3 – sampled if between 4001-4500
 - viii. TWG Sol 3 Only – sampled if between 5001-5500
8. Delete out the previous day's entries from the QC2 Daily Batch SharePoint list, making sure they have been added to QC2 Actions SharePoint list on the Case Management/Eligibility Team site. Add the new batch records to the QC2 Daily Batch SharePoint list on the External/State QC site.

6.1.2 Eligibility/Verification of Benefits/Award Calculation QC Review

- 1. A folder is created for each review day (Batch YYYYMMDD) on SharePoint.
- 2. The BPP Project Associate QC reviews are completed using *Exhibit 07 Eligibility QC Checklist*.
- 3. The Project Associates document results in the summary section on the *General Info* tab of the *Exhibit 07 Eligibility QC Checklist*.
- 4. The *Exhibit 07 Eligibility Checklist* is stored in SharePoint upon completion.
- 5. Upon completion of the *Exhibit 07 Eligibility QC Checklist*, the Project Associate updates the QC2 Daily Batch SharePoint list with results. A Peer Review is performed.
 - a. Update *Elig QC Status*, notating any comments in *Elig QC Comment*.
 - i. Approved: File is approved with no observations or comments
 - ii. Approved w/ Observations: an approved file (Phase, Solution and Award amount are correct), but requires a piece of documentation at closing or small change. (Same name affidavit, proof of flood insurance, etc.). Add details in *Elig QC Comment* field.
 - iii. Approved w/ Concerns: an approved file (Phase, Solution and Award amount are correct), but a significant item requires attention.

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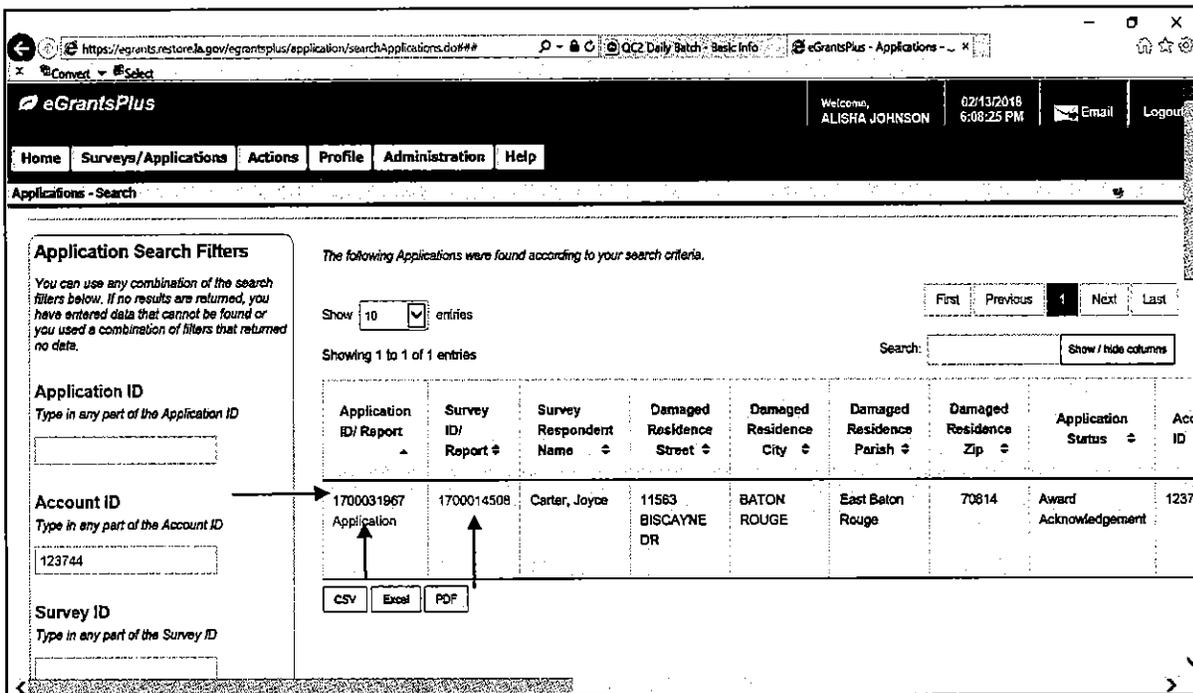
- iv. Disapproved: Phase, Solution and/or Award amount are incorrect or not supported
- v. Hold: Additional information required
- vi. Return to QA1: File was advanced to QC2 prematurely and has been requested by IEM to be returned.

b. Notate reviewer's name in *Elig Assigned* field.

6.1.3 Second QC Peer Review

The Peer Reviewer uses eGrants to access the applicant's eligibility data, application documents and responses, and any communication noted by RESTORE staff. The hyperlinks within the eGP landing page take you to the following:

- Application ID Number – This will take you to the Grant Overview Screen
- Application – This will take you to the application responses
- Survey ID Number – This will take you to the survey responses. ****rarely used****



6.1.3.1 Grant Overview [GO] Screen

The Peer Reviewer first examines the GO screen to determine the source data for the eligibility flags. Additionally, the initial review of the GO screen should be monitored for consistency among the flags that impact phasing and eligibility.

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The flags used to determine phasing are highlighted below.

Grant Information Details

Available Links	Applicant	Damaged Home Address	Survey	Application
Transaction Log History	Johnny Ainsworth	12455 PENDARVIS LN	1700027575	1700073839
Notes History	AMI Percentage 55.68	WALKER, LA 70785	Survey Accepted	Second QC Award Review In Progress
Document Attachments	Selected Solution 2, 3	Parish: Livingston		Account ID 152382
	Contractor Type			

Phase Eligibility Flags - Phase Four (IV)

Criteria	Flood Zone	Age & Disability		Income LMI Status	Flood Insurance	Geography		Completed Repairs
Source	Program Verified	Program Verified	Program Verified	Program Verified	3rd Party Verified	3rd Party Verified	3rd Party Verified	Program Verified
Value	In FZ	Not Over 62	No	LMI	No Flood Insurance	In 51 Parishes	In Top 10 Parishes	No
Determination	✓	✓	✓	✓	✓	✓	✓	✓

The flags used to determine program eligibility are highlighted below.

Program/Grant Eligibility Flags

Criteria	Storm	Damage Level	Owner	Occupant	Primary Residence	Geography	Structure Type
Source	3rd Party Verified	3rd Party Verified	Override	Override	3rd Party Verified	3rd Party Verified	Override
Value	August	Major	Yes - Owner	Yes - Occupant	Yes - Primary Residence	In 51 Parishes	Single-Unit Structure
Determination	✓	✓	✓	✓	✓	✓	✓

Grant Calculation

Column Label	Award Value	Solution 1 & 3 Option	Solution 2 & 3 Option	Solution Option
Total RLHP Award		\$30,853.55	\$31,598.84	\$27,137.1

Repair Information

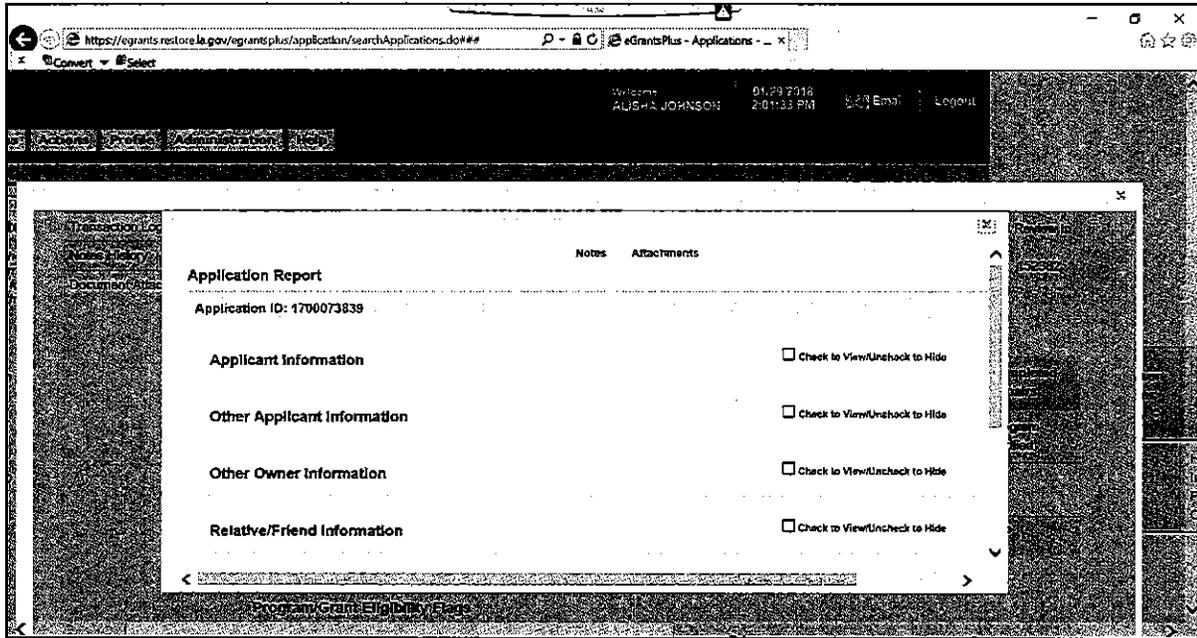
6.1.3.2 Application Report

The Peer Reviewer reviews the application report to ascertain applicant responses relevant to ownership, damaged property structure, duplication of benefits, household composition, and income range.

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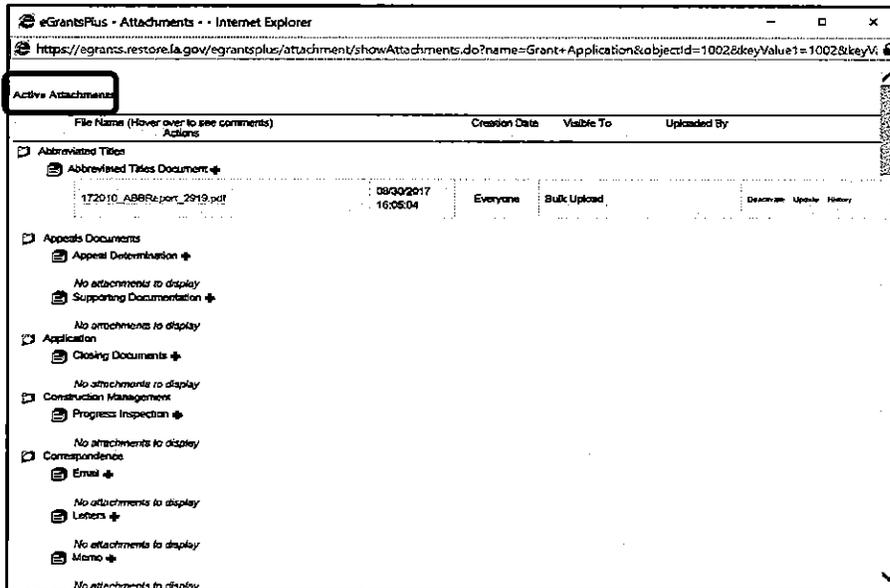
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6.1.3.3 Application Attachments

The Peer Reviewer next opens the application attachments to ensure the provided support reflects the information provided in the applicant responses and satisfies the RESTORE program requirements for ownership, occupancy, age, LMI status, damage assessment reports, etc.



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NOTE: If a source document is not located within the active attachments, the Peer Reviewer will look within the deactivated attachments. A note will be made within QC2 Daily Batch to alert QC1 which document requires reactivation.

Deactivated Attachments (click to hide)						
Folder Title	Document Type	File Name	Deactivation Date	Deactivated By	Comments	
General	Supporting Documents	CARTER OWNERSHIP.pdf	06/20/2017 09:35:11			Activate
Grant Award	Award Acknowledgement	1700031967 - Grant Award.pdf	02/09/2018 08:48:45	IMRAN KHAN		Activate
Grant Award	Award Acknowledgement	1700031967 - Grant Award.pdf	02/12/2018 09:06:43			Activate
Grant Award	Award Acknowledgement	1700031967 - Grant Award.pdf	10/23/2017 17:06:25			Activate
Grant Award	Award Acknowledgement	1700031987 - Grant Award.pdf	02/02/2018 12:58:42	CELEXICIA BRUMFIELD		Activate
Grant Award	Award Acknowledgement	1700031967 - Grant Award.pdf	02/02/2018 13:00:17	CELEXICIA BRUMFIELD		Activate
Grant Award	Award Acknowledgement	1700031967 - Grant Award.pdf	02/09/2018 08:47:39	IMRAN KHAN		Activate
Others/Miscellaneous	Home Inspection Documents	123744.ESX	09/26/2017 16:06:16	MALISSA STACY	Bulk Upload	Activate
Others/Miscellaneous	Home Inspection Documents	123744.ESX	01/11/2018 14:27:13	OLAHNA MARCELLE	Bulk Upload	Activate

6.1.3.4 Eligibility QC Checklist

The Peer Reviewer evaluates the Eligibility Checklist to determine the appropriate phase, solution, and award amount based on the information located within the eGP attachments and the GO screen.

Checklist location:

<https://sharepoint.la.gov/restorela/QC/BPP/Forms/AllItems.aspx?RootFolder=%2Frestorela%2FQC%2FBPP%2FEligibility%20QC&FolderCTID=0x01200036BDA9A60C5F8743B6D8F3E236045E0C&View={4A1DF6EC-F55F-4703-879E-4D348F1EA522}>

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6.1.3.5 DOB Datasets

The FEMA, SBA, and NFIP DOB checklists are reviewed for consistency with eGP.

	Current_amt_UP-26: Hazard Mitigation	Current_amt_UP-41: Code Required Elevation	IAA Date	Note Date	DATE IAA
6	\$35,600.00	\$0.00	04/08/2016	04/04/2016	0
7	\$38,800.00	\$141,200.00	08/01/2016	05/05/2016	0
8	\$31,500.00	\$0.00	09/09/2016	04/08/2016	0
9	\$0.00	\$0.00	10/28/2016	08/08/2016	1
10	\$0.00	\$0.00	12/03/2016	06/02/2016	0
11	\$0.00	\$0.00	05/05/2017	04/07/2017	0
12	\$0.00	\$0.00	09/02/2016	05/10/2016	0
13	\$0.00	\$0.00	11/14/2016	11/07/2016	0
14	\$0.00	\$0.00	09/09/2016	05/11/2016	1
15	\$14,400.00	\$0.00	07/28/2016	07/14/2016	0
16	\$0.00	\$3,600.00	06/26/2016	06/20/2016	0
17	\$0.00	\$5,200.00	08/02/2016	04/28/2016	0
18	\$0.00	\$0.00	01/05/2017	11/18/2016	0
19	\$0.00	\$0.00	02/14/2017	05/19/2016	0
20	\$0.00	\$0.00	05/02/2016	04/21/2016	0
21	\$0.00	\$0.00	07/27/2016	07/09/2016	0

Current Amt	Damaged Street	DOB
137643	205 ZION CIR	LAFAYET
137644	112 HILLSIDE DR # 17	LAFAYET
137645	225 SHADOW BRUSH BEND	LAFAYET
137646	205 LANGLEY DR	LAFAYET
137647	250 MALVEAUX RD	LAFAYET
137648	134 BOE ANN DR	LAFAYET
137649	202 FELICE DR	LAFAYET
137650	205 E-LONG PLANTATION BLVD	LAFAYET
137651	202 BELFAST ST APT A	LAFAYET
137652	102 DECLIQUET AVE	LAFAYET
137653	109 SUN VILLAGE DR	LAFAYET
137654	540 ORCHID DR	LAFAYET
137655	109 CARRIE ST	LAFAYET
137656	215 BALD EAGLE DR	LAFAYET
137657	7 FLAGG PL	LAFAYET
137658	110 HAYDELL RD	LAFAYET
137659	110 LEGGETT DR	LAFAYET
137660	1912 CARMEL DR LOT 36	LAFAYET
137661	100 MERCER LN	LAFAYET
137662	206 LONG PLANTATION BLVD UNIT J	LAFAYET
137663	807 RIVERWOODS DR	LAFAYET
137664	104 AMBANCE CIR	LAFAYET
137665	3450 SW EVANGELINE HWY	LAFAYET

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If the information contained within the checklist mirrors the information on the GO screen, the file is approved and readied for final review.

If the information contained within the checklist does not align with the information on the GO screen, the Peer Reviewer double checks the eligibility flag data [Age, Parish, FZ, LMI, Repairs Complete] and damage assessment values to determine the source of the discrepancy.

- Should the discrepancy be resolved within the QC2 review, the file is approved for final review.
- Should the discrepancy be the result of inconsistent data in eGP, the file is disapproved.

6.1.3.6 Reporting

Upon completion of the daily population, the Peer Reviewer sends the batch results to the Project Manager for final application approval/disapproval by 3 PM daily.

Acct ID	Applicant Name	Elig Status Hold/Disapproval	Notes
123456	John Doe	Disapproval	No occupancy
789102	Jane Smith	Disapproval	Grant Calculation

6.1.4 Appeals QC Review

Applicant files reaching the Award Acknowledgment phase can appeal program determination and award amount. As of 1/9/2018, applicant may only appeal through eGP; however, prior to that date, applicants could also appeal through a webform. Applicants may appeal for the following reasons, but may only appeal for each type one time:

- Program Eligibility (PE)
 - Grant Calculation (GC)
 - Repair or Reimbursement Estimate (RR)
 - File Closure (FC)
 - Duplication of Benefits (DB)
1. Appeals are flagged in the Assignment process notated in Section 6.7.2. and are automatically marked in the Daily Batch for Eligibility and Damage Assessment review; however, they are not included in the batch count or sample size.
 2. A full Eligibility review is performed utilizing the Exhibit 07 Eligibility QC Checklist eGP. In addition to the normal review, the *Appeals* tab is also completed.
 - a. Completed checklists are saved in the Appeals folder in SharePoint.
 - b. Results from reviews are noted in the QC2 Daily Batch SharePoint list.
 3. Regardless of Solution type or Appeal reason, a Damage Assessment review is performed on all appeals utilizing the Level 1/Level 2 checklist methodology.

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- a. Results from reviews are noted in the QC2 Daily Batch SharePoint list.
4. Based on results of the Eligibility and Damage Assessment reviews, a result will be populated for the *Final QC Status* in the SharePoint list. Appeals are treated as a separate batch; therefore, outcomes will not impact a batch passing or failing.
 - a. Appeal – Approved
 - b. Appeal – Disapproved
5. Results of appeal reviews are discussed with the Appeals team and noted in eGP, selecting the appropriate Action and Pass Codes. The BPP TL will notate in the Transaction Log Comment either “Appeal – Approved” or “Appeal – Disapproved”.

Penalty letters may be issued for appeals for which TWG or HGA provided the initial Damage Assessment and the outcome of the appeal changes the grant award amount. Penalty letters may be issued to IEM for appeals containing eligibility errors.

6.1.5 Damage Assessment (DA) QC Review

The damage assessment methodology includes the following elements:

1. Damage Assessment QC Review
2. Level 1 Desk Review Assessment Level 2 Desk Review Assessment
3. Change Order QC Desk Review
4. Reconstruction QC Desk Review
5. Field Monitoring

Damage Assessment QC Desk Reviews are designed to perform the following:

1. Audit files according to Restore Louisiana Program guidelines comparing repair scopes of work and cost estimates based on inspections created in Xactimate software.
2. Audit Xactimate SOW projects created in Xactimate using Xactimate analysis software tools for outliers or any unreasonable specification found in the SOW.
3. Audit all scope of work to ensure the dwellings meet a decent, safe, and sanitary condition and HUD Green Building Standard.

Desk reviews are performed on two levels:

- Properties with assessed values that do not exceed prescribed thresholds
- Properties that do not fall within other outlier categories receive more expedited [Level 1] desk review.

Threshold compliance is determined based on the comparison of damage assessment value to estimates that were determined based on the maximum homeowner costs for properties that fall within certain square footage ranges and that have replaced all items in their home at or below

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the given flood height. Properties that fall outside of the prescribed thresholds or that fall into other outlier categories receive a more comprehensive [Level 2] desk review.

All reviews are evaluated for general items such as, but not limited to, the following:

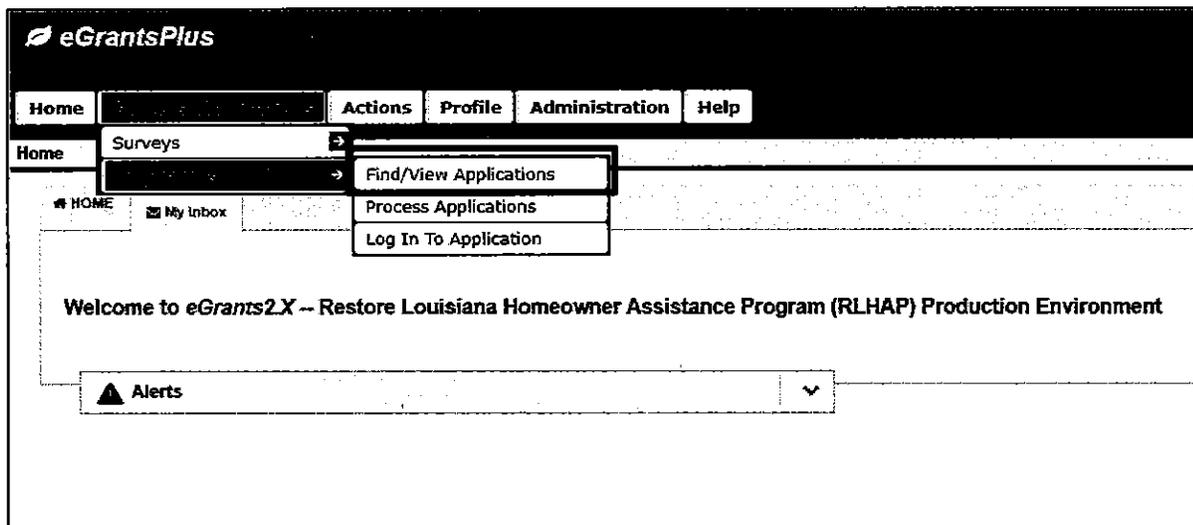
- Correct Name
- Correct Address
- Correct Price list
- Correct Tax Rate
- PDF and ESX files match
- Sketch included

Outliers include the following:

- Damage assessments \$100k and above
- Homes 3,000 square feet and above
- Homes identified for reconstruction
- Damage assessments that exceed applicable matrix threshold
- Duplexes, condos, townhomes

6.1.5.1 Obtaining DA QC Assignments

1. Assignments will be sent via email using information obtained from eGrants. The populated spreadsheet will indicate Applications prepared for review.
2. The folder name for each file assignment is named after the Applicant's Account ID, and each file assignment folder is populated with .esx files and .pdf files from eGrants.



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3. Enter the Account ID# (the unique six-digit number associated with each file, obtained from the daily Batch List) into the search box, then click "Search". Once the file opens, click the "Application" link under the "Application ID/ Report" tab. See below.

Application Search Filters

You can use any combination of the search filters below. If no results are returned, you have entered data that cannot be found or you used a combination of filters that returned no data.

Application ID
Type in any part of the Application ID

Account ID
Type in any part of the Account ID

106038

Survey ID
Type in any part of the Survey ID

Showing 1 to 1 of 1 entries

Application ID/ Report	Survey ID/ Report	Survey Respondent Name	Damaged Residence Street
1700083157 Application	1700006334	Watson, Vanetta	3517 STERLING DR

CSV Excel PDF

4. The "Application" pane opens and you will click "Attachments" at the top right of the form. See below.

Notes **Attachments**

Application Report

Application ID: 1700083157

Applicant Information Check to View/Uncheck to Hide

Other Applicant Information Check to View/Uncheck to Hide

Other Owner Information Check to View/Uncheck to Hide

5. Once the "Attachments" pane opens scroll down and find the "Home Inspection Documents" section Click on the links for the documents. See below.

Home Inspection Documents

106038_SKETCH.pdf	03/06/2018 14:43:19	Everyone	TOMMY MAGINNIS	Deactivate Update History
106038_REIMB.pdf	03/06/2018 14:43:12	Everyone	TOMMY MAGINNIS	Deactivate Update History
106038_ECR.pdf	03/06/2018 14:43:03	Everyone	TOMMY MAGINNIS	Deactivate Update History
106038_DA_CHECKLIST.pdf	03/06/2018 14:42:55	Everyone	TOMMY MAGINNIS	Deactivate Update History
106038_ESX	03/06/2018 14:42:45	Everyone	TOMMY MAGINNIS	Deactivate Update History

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6. Download ECR, REIMB, Esx files, and Checklist/Scope note and save the files in your QC folder in desktop.

6.1.5.2 Start of DA QC Review

The following steps are performed to start the DA QC review.

1. Import the .esx file into the local installed version of Xactimate 28.
2. Determine flood height and combined REIMB + ECR assessment value.
3. Confirm the total area for the home.
4. Compare the square footage and assessment value to the matrix to determine level of QC
5. Determine if other outliers exist.
6. Use the L1 checklist if the values are below the acceptable threshold and no other outliers exist.
7. See Methodology for outliers. Use the L2 checklist if the values exceed the acceptable threshold or other outliers do exist. Open the required DAQC checklist and enter the information regarding the review. The naming convention for the DA QC checklist is "Account ID_DAQC". Enter the start time and date, reviewer name, file numbers, and the dollar amount totals for the REIMB and ECR estimates. Save the file.
8. Review eGrant and verify applicant's information (Application ID, Name, Address) in Esx file, ECR and REIMB.
9. Locate the summary data at the end of the Scope Of Work (SOW) portion of the PDF.
10. Compare the PDF dollar amounts of the REIMB and ECR to the corresponding .esx dollar amounts.
11. If the ESX and PDF sums vary, then the review is a fail; however, all remaining checklist steps should be completed to identify any other deficiencies that may exist.
12. Use the *Exhibit 07 DA QC Clarification* document for the purpose of consulting the established definitions of the DA QC Checklist to facilitate the completion of Checklist criteria.

13. Start the review of the estimate.

6.1.5.3 Completing the DA QC Review

The completed review is documented on the DAQC Checklist. Ensure the form is completed in its entirety. Once completed, place the Checklist file in the Daily Batch Backup folder on SharePoint. The file batch results are consolidated into a spreadsheet and delivered to the BPP PM for reporting purposes.

6.1.5.4 Completion of DA QC Checklist

Review the following information to ensure the file is complete and accurate. The following list is meant to be a reference to follow to ensure the file DA QC review is complete and accurate:

1. eGP is used to verify the Applicant data and the data matched accurately
2. Any items listed on the DAQC Checklist as fails (along with scope findings and observations from a Level 2 QC review) are as objectively determined as possible (not your opinion)
3. "DA Checklist" document is attached to the Xactimate file and is legible

The Level 2 QC reviews may also be conducted at a higher sampling rate ranging from 25% to 100% to provide confidence that quality requirements are being fulfilled. 100% reviews will be limited to initial ramp-up activities, smaller populations, data analytics, and specific populations based on risk.

Change Order QC Desk Reviews are designed to perform the following:

1. Include any repair work for unforeseen conditions
2. Confirm any additional items for Mechanical, Electrical, Plumbing and HVAC work to meet local code compliance
3. Waive any non-code related items if Applicant wants to waive items from applicant's scope of work

Change Order QC reviews

Change Order PDF and Esx files to verify the requested items are necessary to be added to the scope of work. Items related to foreseen condition are not eligible. Any additional items required to meet code compliance would be eligible.

Deductive Change Order QC reviews

Waiver Form, Change Order PDF and ECRF Esx files. Waiver Form should be signed by Applicant and contractor and listed with line item numbers and description. All waived items should be removed from ECRF or corrected as waived item. All items can be waived except code related items.

After completion of QC, follow the steps as illustrated for Damage Assessment QC.

Reconstruction QC Desk Reviews are determined by three categories:

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1. Municipalities Condemned/Demolished
2. Priced Out
3. Unsafe to Enter

Municipalities/Demolished:

1. Confirm in eGP that a Substantial Damage Letter was uploaded Or that photographic documentation shows that the original structure was demolished.

Attachment Name	Date/Time	Access	Author	Actions
119252 Loan Payoff.pdf	02/23/2018 16:53:15	Everyone	TAMY SHOCKLEY	Deactivate Update History
119252 DOB Reduction_180222.xlsx	02/22/2018 11:29:37	Staff	TIMOTHY LAGUDI	Deactivate Update History
119252 Estimated Total Square Footage of Original Structure.pdf	01/29/2018 18:45:24	Everyone	REGINA GABILONDO	Deactivate Update History
119252 Notice of Substantial Damage Letter Laurie.pdf	01/18/2018 12:08:20	Everyone	MARIA LEWIS	Deactivate Update History
119252 Flood Claim Summary.pdf	12/28/2017 15:54:04	Everyone	REGINA GABILONDO	Deactivate Update History
119252 Asbestos Removal Invoice.pdf	12/20/2017 10:17:49	Everyone	REGINA GABILONDO	Deactivate Update History
119252 Demolition Info.pdf	12/20/2017 10:17:34	Everyone	REGINA GABILONDO	Deactivate Update History

2. Confirm that the Square Foot (SQFT) calculation in eGP matches the Total SQFT calculation on the ECR PDF.

Repair Information				
Column Label	Award Value	Solution 1 Option	Solution 2 Option	Solution 3 Option
Reimbursement Estimate		\$0.00	\$0.00	\$0.00
Reimbursement Estimate With Overhead		\$0.00	\$0.00	\$0.00
Repair Estimate at Closing		\$0.00	\$0.00	\$0.00
Cumulative Approved Change Order Total		\$0.00	\$0.00	\$0.00
Repair Estimate		\$0.00	\$0.00	\$0.00
Repair Estimate With Overhead		\$0.00	\$0.00	\$0.00
Square Feet of Home		1,395.63	1,395.63	1,395.63
Reconstruction Estimate		\$108,859.14	\$130,630.97	\$108,859.14
Percentage of RLHP Damage		0%	0%	0%

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Grand Total Areas:		
53.83 SF Walls	1,395.63 SF Ceiling	1,449.46 SF Walls and Ceiling
1,395.63 SF Floor	155.07 SY Flooring	161.50 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	161.50 LF Ceil. Perimeter
1,395.63 Floor Area	1,395.63 Total Area	53.83 Interior Wall Area
215.33 Exterior Wall Area	161.50 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Priced Out:

1. Perform a DAQC Level 2 review to confirm the SOW and that the estimated damage amount exceeds 80% of the value of the home. (Value Calculation = Total SQFT x \$78.00)
2. Confirm SQFT calculation as identified above.

Unsafe to Enter:

1. Review Damage Assessor scope notes to confirm the assessor deemed the residence unsafe to enter.
2. Notify the Field Monitoring Team to perform an inspection to verify the condition of the residence is unsafe to enter.

Field Monitoring is designed to ensure that the inspectors are following the procedures illustrated in the Restore LA Homeowners Policy.

Field Monitoring includes the following: Initial Inspection, Precon Inspection, Reconstruction Inspection, Progress Inspection, Final Inspection

Obtaining Field Monitoring Assignments:

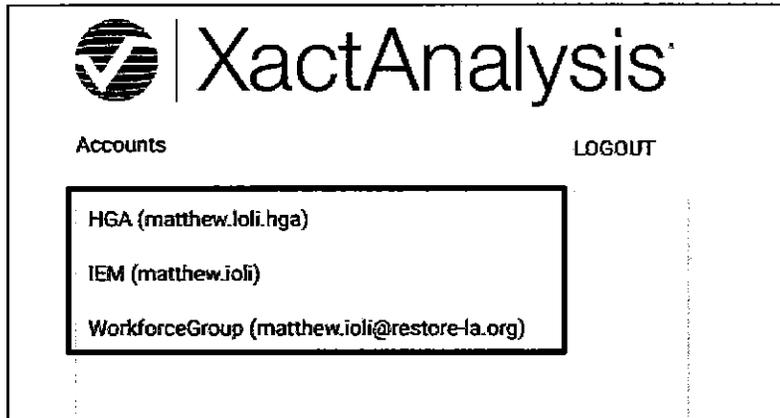
Every Friday a list of all IEM, TWG, and HGA inspections (Initial damage assessments, Pre-con, Recon, Progress, and Final Inspections) for the following week will be compiled and a pre-determined % will be pulled for review and assigned to the Field Monitoring team.

Scheduling Field Monitoring:

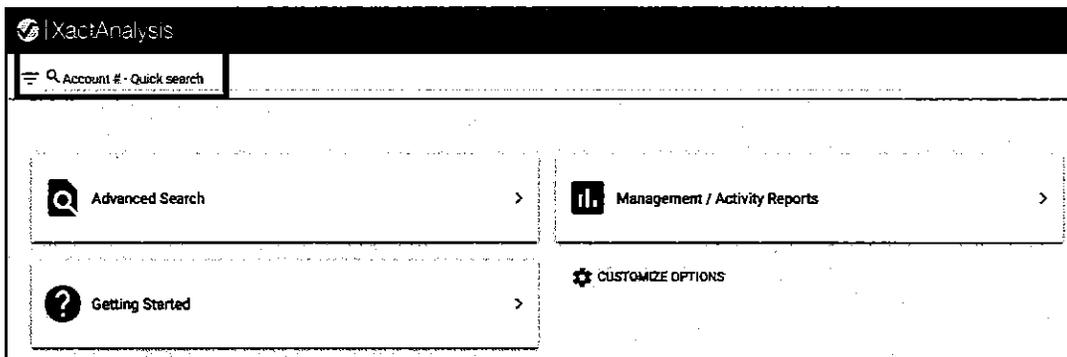
Monitors will take the following steps to schedule an appointment

1. Open XactAnalysis and login to the appropriate contractor's portal

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2. Enter the Applicant ID into the search field



3. Confirm the appointment time in XactAnalysis has not changed from the time the schedule was compiled.
4. Monitors are to contact the applicant 24 hours prior to the inspection to inform the homeowner that they will be present at the inspection to monitor the inspector for quality control purposes.
5. The day of the inspection the Monitor is required to contact the Inspector on file in XactAnalysis to confirm that no changes have been made to the appointment and to exchange contact information in the event a change occurs prior to the intended time of inspection.

Assignee Information	XactAnalysis Status
Assignee Andrew Bowen - andrewjaybowen@gmail.com Houston, TX 77084 Email: andrewjaybowen@gmail.com Office: (281) 727-9824	Assignment Received Sep 16, 2017
Inspector Address ANDREW.HOUSTON.TX.5	Inspector Notified
Project Manager unassigned	Assignment Delivered Sep 17, 2017 Oct 19, 2017
Xactmate Profile Carrier	Estimate Returned to XactAnalysis \$12,780.29 Oct 1, 2017

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Arriving at the residence:

Monitors will take the following steps when arriving at the residence:

1. Arrive 15 minutes prior to the indicated time for the inspection in XactAnalysis
2. Contact the homeowner to inform them of their arrival.
3. Remain outside until the Inspector arrives to document the time of arrival.
4. Inform the Inspector of the purpose of the field visit and make sure they are wearing the required Restore-LA attire and ID Badge.

Damage Assessment Monitoring:

The following three categories will be observed to determine the quality of the inspection

1. Applicant Interaction
2. Damage Assessor's Execution
3. Photographic documentation and sketch

Completion of Field Monitoring:

Upon completion of the Inspection, Monitors will submit the appropriate field monitoring checklist to the team lead within 24 hours of the inspection for review. The final Field Monitoring Checklist will be uploaded to SharePoint.

RESTORE External/State QC > Construction Monitor

RestoreLA Application Phases - Case Management - Department

Libraries	Type	Name
IT Reporting	Folder	Change Orders
BPP	Folder	DA Coordination Meetings
Construction Monitoring	Folder	Daily Backup Files
Project Management	Folder	Damage Assessments
BPP Manager Dashboard	Folder	Deductive Change Order
	Folder	Field Monitoring
Lists	Folder	Primary Resources
Calendar	Folder	RECON_Sol1
Tasks	Folder	RECON_Sol2
QC2 Daily Batch	Folder	Special Projects DAQC
Report Requests	Folder	Master Data Set_3.5.18

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6.2 Certified Resolved Files (Note: No longer certifying files as of 12/20/2017)

Files previously sampled and disapproved based on Batch Reviews must be corrected by the contractor and resubmitted to Second QC Review and noted as “Certified Resolved” in the Transaction Log. These files are reviewed for the reason(s) for which the file initially failed and updated in the QC2 Daily Batch.

- Batch Type – “Certified Resolved”
- Update for “DA QC Status” and/or “Elig QC Status”, as appropriate based on reasons file initially failed
- If approved, notate “Final QC Status” as “Passed – Certified Resolution”
- If disapproved, notate “Final QC Status” as “Disapproved”

Update in eGP accordingly, notating “Pass” or “Return to 1st Award”, with appropriate Reason Codes.

7 REPORTING AND FOLLOW-UP

7.1 Program/Performance Monitoring

As a result of monitoring reviews, one or more of the following conclusions may be reached:

1. Performance was adequate or exemplary;
2. There were significant achievements;
3. There were concerns that need to be brought to the attention of the Contractor;
4. Technical assistance was provided or is needed; and/or
5. There were findings that require corrective actions.

Project Associates should:

1. Complete the *Deficiencies and Recommendations Matrix* (Exhibit 09) to summarize the results of the QA/monitoring review to facilitate discussions between the Project Associate, SPM, and Contractor.
2. Document results the test sheet/checklist to be issued to the Contractor describing the results – in sufficient detail – to clearly describe the areas that were covered and the basis for the conclusions.
3. Draft memo to communicate the results of the monitoring review.

In the event that findings or concerns are identified during the monitoring or quality reviews, follow-up actions should be scheduled to address the progress of the proposed resolution of any areas of deficiency.

Additional information regarding the Deficiencies and Recommendation Matrix may be found in Section 11.

7.2 Eligibility/DA Monitoring

7.2.1 Batch Processing (End of Day QC Results)

1. The QC2 Daily Batch SharePoint list should be updated by 2:00 pm each day for all testing activities.
2. Upon completion of all updates QC reviews in the QC2 Daily Batch SP list, the BPP PM approves/disapproves all applications included in the day's batch in eGrants. Approvals/Disapprovals in eGrants should take place by 5:30 pm each day.
3. Error Rates
 - a. If 5% or less of the sampled applications fail for a Solution, the applications that failed would be returned to IEM for correction through eGrants. The status would also be updated in the SharePoint list. The applications in the sample that passed and the remaining applications for that Solution would be approved in eGrants. Any applications not included in the test sample would be "Batch Approved".
 - b. If greater than 5% and at least two (2) of the sampled applications fail for a Solution, any applications that passed would be approved in eGrants, but all remaining applications for that Solution would be returned to IEM through eGrants for further review and/or correction. The status would also be updated in the SP list. Any applications not included in the test sample would be "Batch Disapproved".
 - c. Fails/Disapprovals apply to deficiencies in eligibility, calculation, verification of benefits (VOB) determinations, and damage assessment deficiencies. The State sets and reserves the right to adjust the threshold for failing application batches.
4. Refer to the document located in the eGrants Batches folder for the appropriate comments to use for approvals or disapprovals:

<https://sharepoint.la.gov/restorela/QC/Shared%20Documents/eGrants%20Batches/Comments%20-%20eGrants%20Approvals-Disapproval.docx>

7.2.2 Batch Supplement

1. In addition to the sample-based testing above, supplemental testing may also be performed of the daily batches to provide additional, data-based tests. The following procedures are performed:
 - a. Use the daily Grant Information report.
 - b. Filter for the Second QC Award Review in Progress status.
 - c. Save the filtered applications to a separate tab.
 - d. Perform a VLOOKUP of the filtered applications to the R4QA2 report used for the day's batch reviews, confirm a 100% match between the files and sampled apps.

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- e. Filter for "Crosses" within Ownership Determination and for "Not Owner" in Owner Value. Hide columns if no exceptions are identified.
- f. Filter for "Crosses" within Occupant Determination and for "Not Occupant" in Occupant Value. Hide columns if no exceptions are identified.
- g. Perform the same testing for Residency and Geography. Hide columns if no exceptions are identified.
- h. Check In/Out of FZ against policy for correct Phase. In applies to Application Phases 2, 4, 5 & 6. Out applies to Application Phases 1, 3, 5 & 6. 2 & 4 are only in; 1 & 3 are only out. Hide columns if no exceptions are identified.
- i. Check Age & Disability together to confirm that applicants in Phases 1 or 2 are either over 62, have "Yes" for disability or both. Hide columns if no exceptions are identified.
- j. Confirm that Phases 1 & 2 only include LMI applicants.
- k. Filter Flood Insurance Value to "Has Flood Insurance". Verify that a flood insurance value is included in the duplication of benefits (DOB) section for NFIP, NFIP ICC, or Private Insurance.
- l. Research any applications that have Zero values for NFIP Building, NFIP ICC, and Private Insurance. Filter by the column with the most zero values first. Copy to a separate tab for research. Hide the columns if no exceptions are identified.
- m. Confirm that applications with 100% Completed Repairs are only in Phases 1, 2 & 6 apply and that no applicants with only partial repairs completed and prospective work are in Phase 6. Hide columns if no exceptions are identified. Confirm existence of ECR waiver if repair amounts are identified.
- n. Check Storm Determination for crosses; secondary check; filter the Storm Value for anything other than March, August, or both. Hide columns if no exceptions are identified.
- o. Check Damage Determination for "Crosses"; secondary check: filter the Damage Value for anything other than "Major" or "Severe". Hide columns if no exceptions are identified.
- p. Check Structure Type Determination for "Crosses"; secondary check: filter Structure Type Value for blanks. DON'T HIDE COLUMNS.
- q. Check Top 10 Parish Determination for crosses and confirm that none of the applications are in Phases 3 or 4. Hide columns if no exceptions are identified.
- r. Create separate tabs by category for any categories with exceptions.
- s. Filter the Structure Type Value by the individual types, phases, and solutions and confirm the accuracy of the award calculations.

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- t. Compare any exceptions to the sample listing provided by the BPP Team to confirm any that were in the test sample.
- u. Notify BPP PM of the exceptions for further research and potential inclusion in the day's disapprovals.
- v. Save the day's results to the Daily Batch Reviews folder on the Restore site.
- w. Log any noted exceptions in the Deficiencies and Recommendations Matrix.

7.2.3 Daily and Weekly Status Reporting

CR is responsible for tracking daily QA/QC eligibility and damage review activities and for providing daily reporting to Program Management. Daily activities are tracked in the QC2 Daily Batch list on SharePoint, and daily reporting is captured in daily batch reports – See Exhibits 15 and 16.

The following steps are completed for drafting and submitting daily batch reporting to the State:

7.2.3.1 QC Batch Totals

QC Action	Total [Date]
Total Batch	156
Sample Size	39

Status by Batch	Sol 1, 1&3	Sol 2, 2&3	Sol 3
Sample	10	20	9

- a. This report is provided at the end of each day and defines the working queue for the following day.
- b. Recipients:
 - i. OCD/DRU Management, IEM Management, IEM Team Leads
CR Personnel – if not sender
 - ii. QA/QC Team Leads
- c. The details documenting how to obtain this information is outlined in Section 6.1.1 Pulling a Batch Sample.

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7.2.3.2 Batch Totals by Solutions

Weekly Status Reporting

Previous Week 9/25/2017-10/1/2017	9/25/2017	9/26/2017	9/27/2017	9/28/2017	9/29/2017	9/30/2017	10/1/2017	Total for Week
Total Batch	189	171	22	391	95	79	0	947
Available Batch	189	171	22	348	90	79	0	899
Sample	49	45	13	89	24	20	0	240
Solution 1 and 1 & 3	4	0	1	4	4	4	0	17
Solution 2 and 2 & 3	42	43	9	76	18	14	0	202
Solution 3	3	2	3	9	2	2	0	21
Totals	49	45	13	89	24	20	0	240

Current Week 10/2/2017-10/8/2017	10/2/2017	10/3/2017	10/4/2017	10/5/2017	10/6/2017	10/7/2017	10/8/2017	Total for Week
Total Batch	164	75	156	0	0	0	0	395
Available Batch	164	75	156	0	0	0	0	395
Sample	38	18	39	0	0	0	0	95
Solution 1 and 1 & 3	9	10	10	0	0	0	0	29
Solution 2 and 2 & 3	26	7	20	0	0	0	0	53
Solution 3	3	1	9	0	0	0	0	13
Totals	38	18	39	0	0	0	0	95

Weekly Change	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total for Week
Total Batch	-25	-96	134	-391	-95	-79	0	-552
Available Batch	-25	-96	134	-348	-90	-79	0	-504
Sample	-11	-27	26	-89	-24	-20	0	-145
Solution 1 and 1 & 3	5	10	9	-4	-4	-4	0	12
Solution 2 and 2 & 3	-16	-36	11	-76	-18	-14	0	-149
Solution 3	0	-1	6	-9	-2	-2	0	-8
Totals	-11	-27	26	-89	-24	-20	0	-145

- d. Log the daily batching totals into the Batch Totals by Solution_Week of YYYYMMDD report. This report is used to track daily and week-over-week production totals.
- e. Create a new version of this report at the start of each week using the following steps:
 - i. Copy the totals from the “Current Week” section to the Previous tab to populate the “Previous Week” section.

Weekly Monitoring Status								
Previous Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total for Week
Total Batch	189	171	22	391	95	79	0	947
Available Batch	189	171	22	348	90	79	0	899
Sample	49	45	13	89	24	20	0	240
Solution 1 and 1 & 3	4	0	1	4	4	4	0	17
Solution 2 and 2 & 3	42	43	9	76	18	14	0	202
Solution 3	3	2	3	9	2	2	0	21
Totals	49	45	13	89	24	20	0	240

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- ii. The “Weekly Change” section automatically calculates the day-over-day and week-over-week change as the “Current Week” section is completed.
- iii. Update the weekly period within the Current and Previous week sections.

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iv. This report is for internal tracking purposes but can also be provided to the SPM as requested or as part of Weekly Status Reporting.

7.2.3.3 Sample Batch Totals by Day

Batch Summary:		
QC Action	Total 10/4	Batch Total \$
Total Batch	156	\$ 2,959,065.78
Sample Size	39	\$ 773,775.73
Total Approved		
Summary of 10/4/2017 Errors:		
Eligibility, VOB, Award Calc Disapproval		
[Enter general summary of errors]		
DA Disapprovals		
[Enter general summary of errors]		
Review Date	10/3/2017	J
Row Labels	Count of AcctID	Sum of Total RLHP Award
<input type="checkbox"/> Approved	14	\$ 374,676.13
Precon Pilot	3	\$ 101,392.20
Sol 1, 1/3	4	\$ 48,404.14
Sol 2, 2/3	7	\$ 224,879.79
<input type="checkbox"/> Batch Approved	33	\$ 763,340.13
Precon Pilot	6	\$ 154,060.34
Sol 2, 2/3	22	\$ 483,673.63
Sol 3 only	5	\$ 125,606.16
<input type="checkbox"/> Batch Disapproved	24	\$ 677,640.32
Sol 1, 1/3	24	\$ 677,640.32
<input type="checkbox"/> Disapproved	4	\$ 138,391.71
Sol 1, 1/3	3	\$ 138,391.71
Sol 3 only	1	\$ -
Grand Total	75	\$ 1,954,048.29
Cumulative awards since 9/21:		
Row Labels	Count of App ID	Sum of Total RLHP Award
9/21/2017	35	\$ 795,433.85
9/22/2017	1	\$ -
9/24/2017	27	\$ 770,984.93
9/25/2017	21	\$ 516,058.49
9/26/2017	10	\$ 234,295.07
9/27/2017	250	\$ 6,419,202.71
9/28/2017	17	\$ 519,613.58
9/29/2017	54	\$ 1,413,045.77
10/2/2017	105	\$ 3,015,425.46
10/3/2017	47	\$ 1,138,016.26
Grand Total	567	\$ 14,822,076.12

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- f. This report is provided at the end of each day following final confirmation of testing results and updates to the “Final QC Status” field in the QC2 Daily Batch list. This report provides the status and dollars associated with the reviews that were conducted during the day. A summary of errors associated with any disapprovals is also provided.
- g. Recipients:
 - i. OCD/DRU Management, IEM Management, IEM Team Leads
CR Personnel – if not sender
 - i. QA/QC Team Leads
- h. Preparation:
 - i. Open the previous day’s Batch Totals for YYYYMMDD report (located on the state’s Portal → Project Management Team Library→ QA/QC Reporting → Daily Batch Reporting) and save a new report as the current date.
 - ii. Update the date in cells B2 and B8 and clear the data in columns A through S in the *owssvr* tab. (Leave the formulas in column T.)
 - iii. Navigate to the QC2 Daily Batch list on SharePoint.

Libraries	Application Phases	Case Management	Departments	External/State QC	Policies	Program Administration						
	Title	Review Date	Acct ID	App ID	Applicant Name	Structure	Solution	Total RHP Award	Simple	DA QC Status	DA QC Comment	Efic QC Status
VOB Task Assignments	1	8/17/2017	104205	1700032871	Patricia Falckenberger	Single-Unit Structure	1, 3	\$0.00	Yes	Disapproved	Total Area for sketches vary between REING and ECR	Approved w/Concerns
Canned Run of Award Calculation Data												
FCO												
STATE DATASETS	2	8/17/2017	104268	1700032975	Tommy Parker	Single- Wide Mobile Home	2	\$29,379.72	Yes			Approved w/Concerns
Lists												
Calendar												
QC2 Actions	3	8/17/2017	106806	1700030651	Debra A Battiste	Single-Unit Structure	1, 2	\$11,555.40	Yes	Disapproved	Executive scope issues	Approved
51% Holdback Requests Returns from 2nd level QC	4	8/17/2017	110324	1700031533	Stephen Dale Hensley	Single-Unit Structure	2, 3	\$31,684.16	Yes			Approved w/Concerns

- iv. Select List>Export to Excel to export the list

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- v. Either save the file to your local drive or open it.

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- vi. Copy and paste **values** for the previous day’s count and award dollar amount in the *Cumulative Awards* table at the bottom of the report. Insert a new row with the current day’s date. In the “Count of App” column enter “=approvedcount”; in the “Sum of Total RLHP Award” column enter “=approveddol”. Update the Grand Total formulas to include this new row.

38	Cumulative awards since 9/21:		
39	Row Labels	Count of App ID	Sum of Total RLHP Award
40	9/21/2017	35	\$ 795,433.85
41	9/22/2017	1	\$ -
42	9/24/2017	27	\$ 770,984.93
43	9/25/2017	21	\$ 516,058.49
44	9/26/2017	10	\$ 234,295.07
45	9/27/2017	250	\$ 6,419,202.71
46	9/28/2017	17	\$ 519,613.58
47	9/29/2017	54	\$ 1,413,045.77
48	10/2/2017	105	\$ 3,015,425.46
49	10/3/2017	47	\$ 1,138,016.26
50	10/4/2017	92	\$ 1,837,055.40
51	10/5/2017	46	\$ 1,104,040.44
52	10/6/2017	78	\$ 1,701,694.75
53	10/7/2017	53	\$ 818,244.68
54	10/8/2017	35	\$ 738,917.67
55	10/9/2017	66	\$ 1,480,871.75
56	10/10/2017	114	\$ 3,011,507.01
57	10/11/2017	136	\$ 3,493,000.82
58	10/12/2017		
59	Grand Total	1187	\$ 29,007,408.64
60			

- vii. Copy the information exported from the QC2 Daily Batch list (columns A through S) to the *owssvr* tab in the *Batch Totals for YYYYMMDD* spreadsheet. Adjust the formula in column T to only calculate for rows with data.) This will be the working tab.
- viii. **Verify the counts and dollar amounts for the “Total Batch” and “Sample Size” on the *Reporting* tab match the original batch total that was provided at the end of the previous day. If not determine why the total changed.**
- ix. Select a field within the QC Status / Batch PivotTable to activate the pivot options.
- x. Select Pivot Table Tools>Refresh>Refresh
 - 1. **Do Not Select “Refresh All”**
- xi. Verify the “Review Date” within the PivotTable shows the current date.
- xii. On the *owssvr* tab, filter the “Final QC Status” column for “Disapproved” to identify details of any errors or rejected files.

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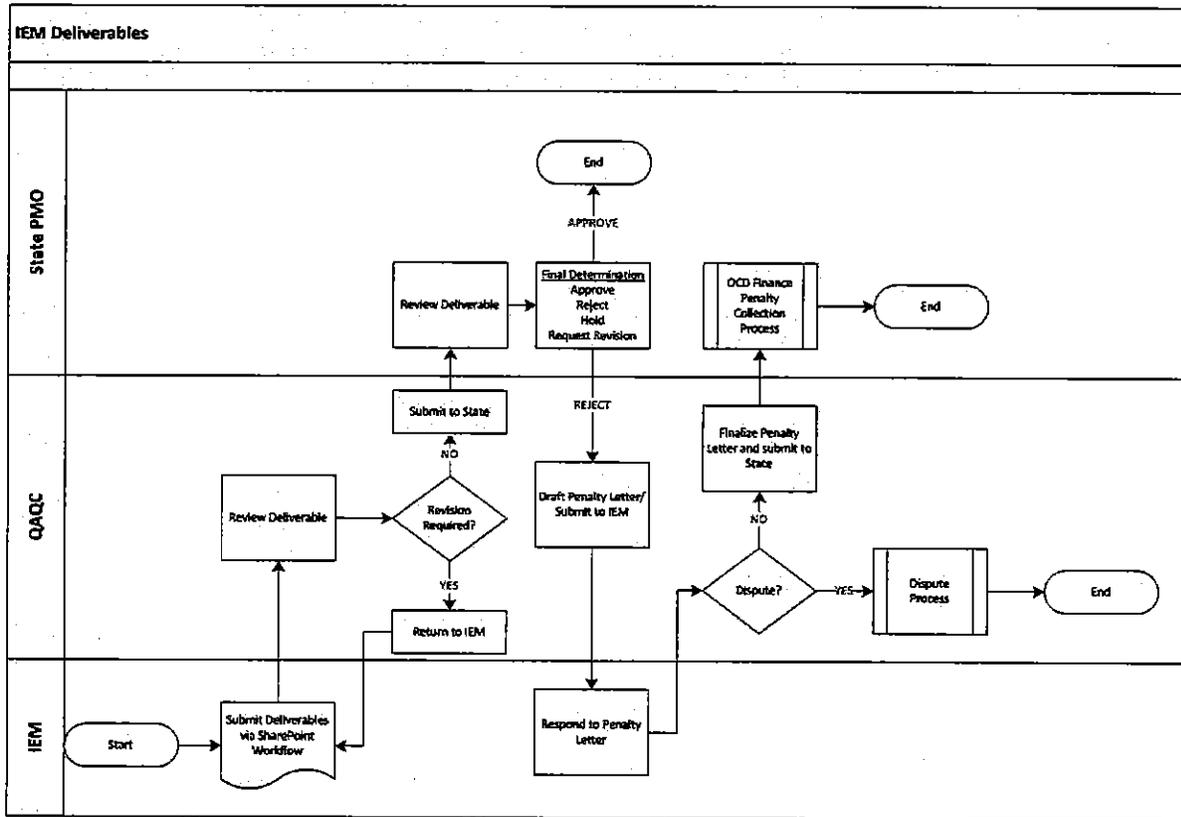
- xiii. Add general summaries to the “Summary of Errors for MM/DD/YYYY” section of the report, as applicable. (These rows may be hidden if there were not any files disapproved.)
- i. Updates all dates within the report as required.
- j. Save the report.
- k. Circulate the report for internal review.
- l. Finalize and distribute the report to the required recipients.
 - i. Copy the report contents into the body of an email.
- m. Upload a copy of the report to the state’s Portal → Project Management Team Library → QA/QC Reporting → Daily Batch Reporting.
- n. Approve/Disapprove applications in eGrants. See SOP for guidance.
- o. Prepare and submit QC Batch Totals.

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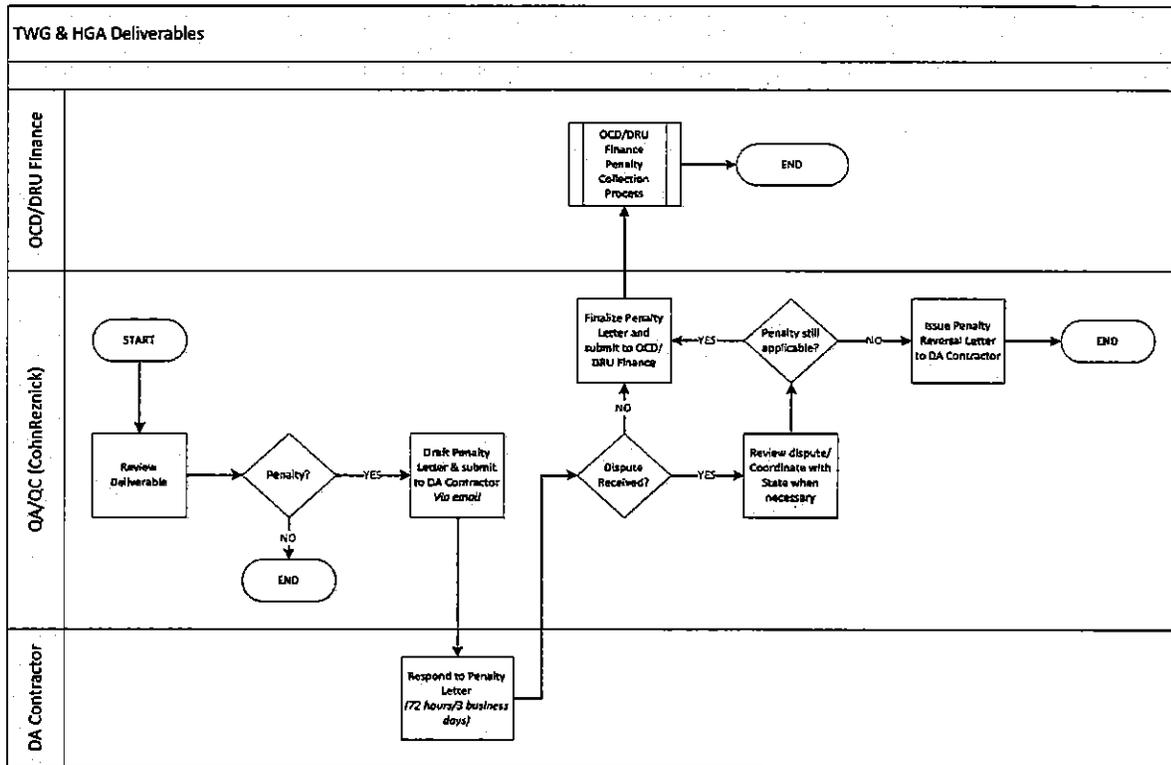
8 PENALTY LETTERS

The follow diagrams provide an overview of the process. Detailed procedures are also provided below.



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8.1 Eligibility/DA QC Penalty Letters

Prior to making an award, the Program is responsible for reviewing each applicant file to verify that all information is complete, applicant eligibility is verified, and all benefit calculations are correct. A \$500 penalty is assessed to IEM for each rejected file per the contract, Attachment IV, Service Level Deliverables and Performance Measures, Task 13. A \$300 penalty is assessed to TWG and HGA for each rejected file that contains an error due to the home inspection. CR is responsible for drafting penalty letters and submitting them to the SPM for approval. Penalty letters are drafted based on the results of the previous day’s batch reviews.

8.2 Drafting Eligibility/DA QC Penalty Letters

The following steps are completed for drafting penalty letters:

1. Review QC2 Actions list under Case Management>Eligibility Team to verify completion of batch testing.
2. Filter by Review Date, Sample [Yes], and Final QC Status [Disapproved].
3. If any of the applications tested have a final status of “Disapproved”, a penalty letter is required.
4. Export, filter and print the list, as necessary. [This step is not required but may help in managing the process.]

Handwritten initials/signature
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5. A separate penalty letter is required for each disapproved application. Penalty letters do not apply to applications that are “Batch Disapproved”, only those that are tested as part of the sample.
6. The following templates are used:
 - a. Exhibit 13 - IEM Penalty Letter Template
 - b. Exhibit 13a – TWG Penalty Letter Template
 - c. Exhibit 13b – HGA Penalty Letter Template
7. The previous day’s letter can also be used as the starting point for repetitive issues.
8. Create a folder for each day on the CR SharePoint site under 04-Business Process-Policy>Penalty Letters.
9. Save letters using the following naming convention: [Date] Rejected File Acct [Elig or DA] [Issue Title].Account ID (i.e., 9-12-2017 Rejected File Acct Elig Damage Threshold.158044)
10. Update the following information within each letter:
 - a. Batch Date
 - b. Account ID
 - c. Applicant’s Name
 - d. Issue
 - e. Issue Description within “Reason for Rejection”
11. Upon drafting and saving the letter(s) to the required folder, notify the PM [and any other required party] that the letters are ready for final QC prior to submitting them to the contractor and to the State.

8.3 Penalty Letter QC

1. Reconcile the letters to the disapproved applications in the QC2 Actions List to verify that all required disapprovals are accounted for.
 - a. Penalty Letters will not be submitted for \$0 Files where the disapproval error does not positively impact the award amount
2. On State SharePoint site, navigate to External/State QC>BPP>Penalty Letters>Batch Letters.
3. Perform the following actions for each required folder:
 - a. Open each letter in Edit mode.
 - b. Export a copy of the QC2 Actions List and filter for the date(s) under review.
 - c. Filter the final status for all disapproved applications [NOT BATCH DISAPPROVED]. It may help to print the list if you don’t have a second screen. Use this export to document the results of the review.
 - d. Using the list, confirm that the following are correct:
 - i. Batch Date [equals Review Date in QC2 Actions List]

- ii. Account ID
 - iii. Applicant's Name
 - iv. Issue – Should be a general description that addresses the reason for the Eligibility and/or Damage Assessment disapproval.
 1. If incorrect, identify for further review and potential correction.
 - v. Reason for Rejection – Should be a general description that addresses the reason for the Eligibility and/or Damage Assessment disapproval.
 1. If incorrect, identify for further review and potential correction.
4. Save any changes and PDF the letter.
 5. Once the letters are approved, submit to the DA Contractor
 - a. IEM - Upload Penalty Letters to Deficiency Letters folder: Program Administration>Program Deliverables>Deficiency Letters. Email IEM staff with notification of upload and reminder of 72-hour response timeframe
 - b. TWG/HGA – Submit Penalty Letters via email to appropriate contractor staff with reminder of 72-hour response timeframe. PDF Letters should be upload to State Site>Deliverable/Performance Monitoring
 6. All DA Contractors have 72 hours (3 business days) to respond to dispute the findings.
 7. If the DA Contractor does not submit a formal, written dispute within 72 hours, submit the letters to the state.

8.4 Other penalties

In addition to Eligibility/DA Monitoring, penalties are applicable to those deliverables listed in Attachment IV of IEM's contract and Attachment III of the TWG and HGA contracts.

1. If a penalty is calculated while performing monitoring activities, a penalty letter will be drafted and submitted to the State.
2. Upon approval of the draft penalty letter from the State, the letter will be forwarded to the Damage Assessment Contractor for feedback.
3. All DA Contractor will have 72 hours (3 business days) to dispute the findings.
4. If the DA Contractor does not submit a formal, written dispute within 72 hours, submit the Final Letter to the State for processing.

8.5 Submitting Letters to State

Upon finalizing penalty letters, the letters should be saved to the State SharePoint site for approval by Finance and the SPM. Complete the following actions in SharePoint:

1. Navigate the the State Only> Deliverables/Performance Monitoring/Contractor Deliverables site.
2. Select "Add New Item" to create an item.
3. Enter: Date submitted to OCD Finance
4. Select: Contractor Name

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5. Enter: Application ID (multiple may be necessary for weekly batch letters)
6. Enter: Reporting Period
7. Select: Deliverable
8. Enter: Date Letter Delivered to Contractor
9. Enter: Penalty Amount
10. Add the issue description to the Comments field.
11. Attach a copy of the letter and save the item. Zip files may be attached for batch letters.

The screenshot shows a software window titled "Contractor Deliverables - New Item". The window has a menu bar with "Edit" and a toolbar with icons for Save, Cancel, Paste, Copy, Attach File, and Spelling. Below the toolbar are labels for "Commit", "Clipboard", "Actions", and "Spelling". The form contains the following fields:

- Data Submitted to OCD Finance**: A checkbox that is checked.
- Contractor Name**: Three radio button options: JEM, TWG, and HGA.
- Application ID**: A large empty text box.
- Reporting Period**: A text box with the placeholder text "Enter app id = if applicable".
- Deliverable**: A dropdown menu.
- Letter Delivered to Contractor**: A text box with a small icon to its right.
- Penalty Amount**: A text box.
- Finance Report**: A checkbox that is checked, with the text "OCD/DRU Finance Received Credit Memo" below it.
- Comments**: A large empty text box.

At the bottom of the form, there are two buttons: "Save" and "Cancel".

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9 QUALITY MANAGEMENT

Reporting extracts are pulled out of the QC2 list and analyzed as a part of quality assurance. The list is monitored on a daily and weekly basis to confirm full and accurate completion of required fields and to identify required follow up activities. The QC staff is notified of any required corrective action, and periodic reminders are communicated to ensure continued improvement and consistency.

QC2 Daily Batch List

9.1 Daily Updates

Upon competing sample reviews, the QC staff is required to update the QC2 Daily Batch SharePoint list to document the status of the review and add any relevant comments. QC2 Daily Batch is located on the External/State QC site at this location: QC2 Daily Batch

The following fields should be updated by the QC staff for completed reviews:

Damage Assessment Reviews:

- DA QC Status
- DA QC Comments

Eligibility/VOB/Calculation Reviews:

- ELIG QC Status
- ELIG Assigned
- ELIG QC Comments

The BPP PM (or designee) verifies the accuracy and completion of the DA and ELIG status fields and the inclusion of comments for any applications that were approved with concerns or disapproved. The BPP PM completes the following fields:

- Final QC Status [based on combined DA and ELIG determinations]
- eGrants Updates [upon approving/disapproving batch in eGrants]

Note: The IEM staff completes the following fields:

- IEM Clear [confirms resolution of disapproval, as applicable]

Once the daily processing is complete, the BPP PM (or designee), copies the rows into the cumulative QC2 Actions list on the Case Management/Eligibility Team SharePoint site, at this location: QC2 Actions

1. Open the QC2 Actions List from one tab in IE and QC Daily Batch from another; Go to List, Dataset View on both lists
 - a. From QC Daily Batch, click in the Title cell on the first row and highlight over to the Batch column, then highlight down to the last row; then select Copy

- b. From the QC2 Actions list, click in the first available blank row at the bottom of the dataset and Paste the rows in (If you get an error, say no and don't paste them in; the field settings must be identical between QC Daily Batch and QC2 Actions, so an error means a field setting may have been changed in one of the lists)

9.2 Weekly Reviews

On a weekly basis, the BPP PM (or designee) performs a review of the SP list to identify any errors and omissions and any required follow up actions.

When performing a quality review:

1. Export a copy of the SP list: List>Export to Excel.
2. Save the file as Tracker QC YYYYMMDD.
3. Filter the following columns to identify blank cells:
 - a. Review Date
 - b. Acct ID
 - c. App ID
 - d. Applicant Name
 - e. Structure
 - f. Solution
 - g. Total RLHP Award
4. If blanks are identified, research eGrants to confirm the missing information and update the list.
5. Review the IEM status fields to identify any applications that were disapproved and remain in a disapproved status for more than 30 days.
6. Pull an eGrants Application Distribution export to verify the status of any applications that remain in disapproved status for more than 30 days.
7. If the application is still in IEM's queue, no action is required.
8. If the application is in the L2 QA or a later queue (meaning IEM has pushed back the application), update the "clear" status and comments field(s) in the SP list and notify IEM of the updates.

9.3 Post-Closing

1. On a periodic basis, export the SharePoint list and filter all applications with an Eligibility Status of "Approved with Concerns" and a Final Status of "Approved".
2. Exclude any applications that were included in previous post-closing reviews.

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3. Open eGP and Export an Application Distribution list [or select Surveys/Applications>Applications>Process Applications to export a list of applications that have passed the closing status].

Application ID	Status Code	Creation Date	Created By
1700026757	Initial Entry	05/25/2017	STR STRTest3
1700026756	Level 1 QC In Progress	05/25/2017	Carla Pfister
1700026759	Award Acknowledgement	05/25/2017	Royal Brooks Sr

4. Add an “eGP Status” field to the SP List export.
5. Convert the “App ID” field to numbers.
6. Perform a VLOOKUP of the App ID in the SP List to the Application ID in the Application Distribution List [or other post-closing application export] to identify applications that were “Approved with Concerns” and have passed the closing.
7. Isolate these applications for review.
8. Complete the post-closing tabs for all of the applications identified for review.
9. Verify completion of any items identified for resolution prior to closing.
10. Document any areas of deficiency for follow up with IEM.

Environmental Review QC

1. The BPP PM exports the application batch out of eGP [or works with Reporting Team to pull ERR extract].
2. Save copy of export and sample selection to the Construction Monitoring>Environmental Reviews folder on the State SharePoint site.
3. Save the file using the following naming convention: *ERR Sample YYYYMMDD*.
4. Create a review folder using the following format: *YYYYMMDD Reviews*.
5. The BPP and Construction PMs coordinate to assign reviews to staff by notating in the export on the State SharePoint.
6. The Project Associate/Construction Monitor reviews are completed using *Exhibit 07 Site Specific ERR QC Checklist* found on the State SharePoint.

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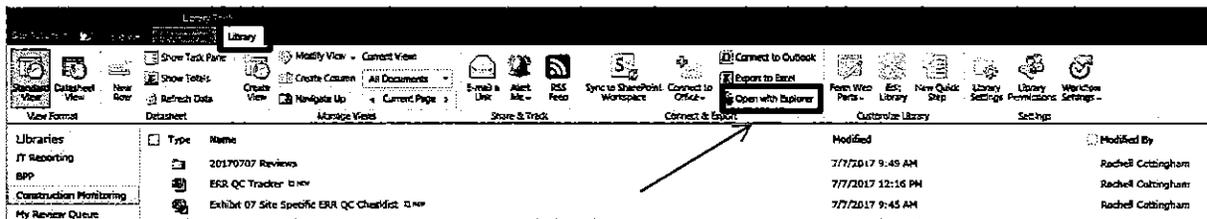
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7. The Project Associates/Construction Monitors document results in the summary section on the *General Info* tab of the *Exhibit 07 ERR QC Checklist* and notate any follow up actions in the ERR QC Tracker.
8. The *Exhibit 07 ERR QC Checklist* should be stored in the Construction Monitoring>Environmental Reviews> [Associated YYYYMMDD Reviews] folder upon completion.
9. The results are communicated to the SPM on a weekly basis and the IEM Environmental Review Team if deficiencies or follow-up actions are identified.

ERR Review Procedures

1. Upon assignment, save copy of ERR QC Checklist to the Review folder using the following format: Site Specific ERR.[Reviewer Initials] [Account ID].
2. The checklist template is located in the Construction Monitoring>Environmental Reviews folder on the State SharePoint site.
3. Select Library from the SharePoint ribbon. (Note: If the “Library” menu doesn’t appear, click in the general area of the files and folders and it should appear.)

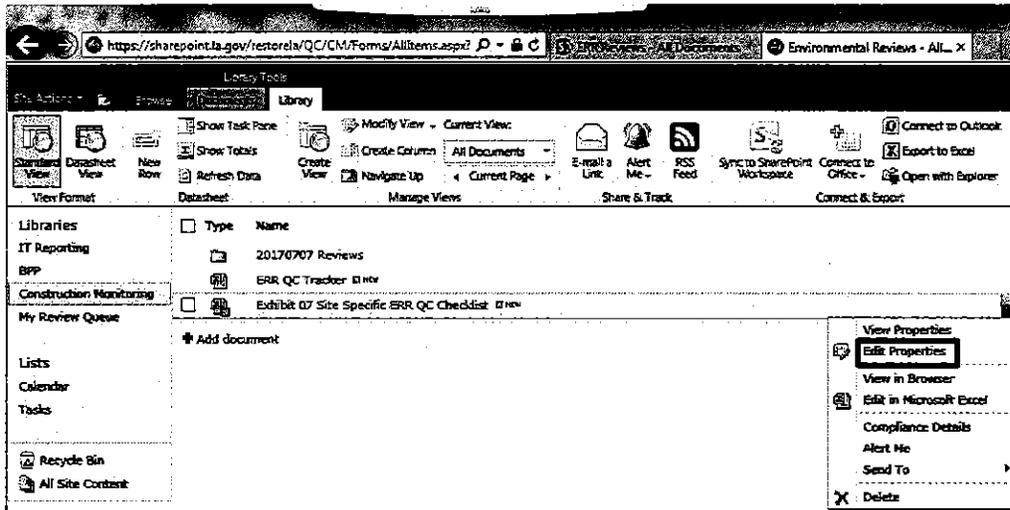


4. Select Open with Explorer.
5. Click “Allow” to the popup and enter your login credentials, if applicable. [Restore\firstname.lastname] & password.
6. Right-click the file and select Copy.
7. Navigate to the required review folder where you would like to paste the file.
8. Right-click within the folder and select paste.
9. Select the down arrow and “Edit Properties] to change the file name.

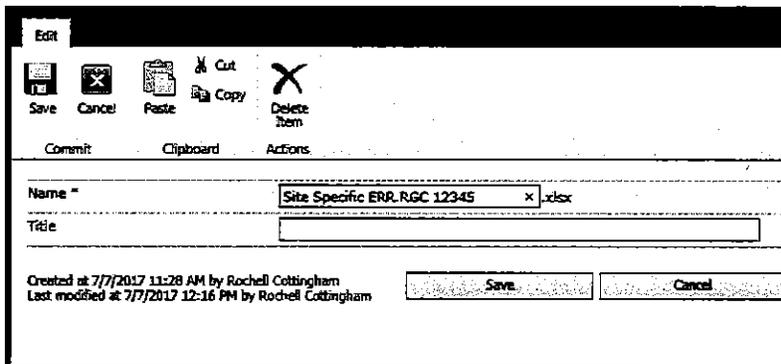
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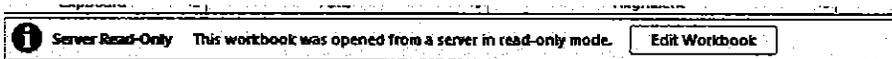


10. Name the checklist using the required naming convention and click Save.



11. Open the review checklist.

12. Enable Editing/Edit Workbook.

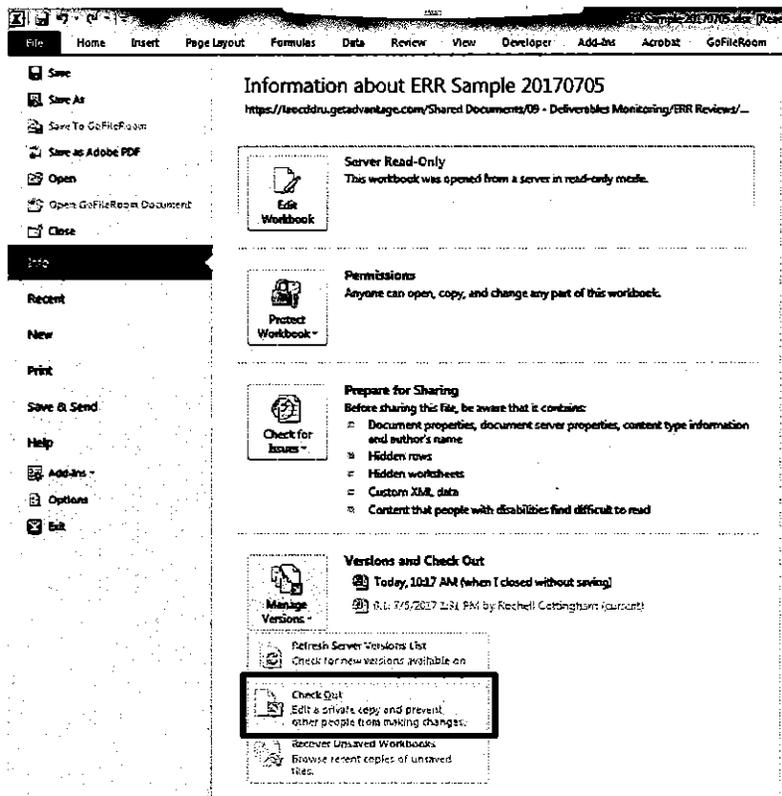


13. Check out the file using File>Manage Versions>Check Out.

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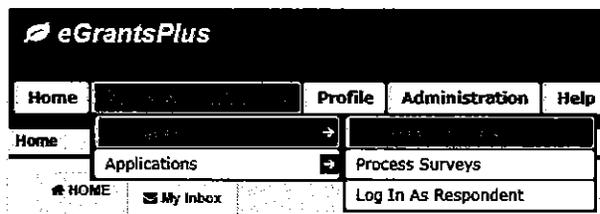
14. Login to eGrants Plus (eGP) using your Restore credentials.

Please enter your user name and password.

Help

[Click here if you have forgotten your password](#)

15. Two options exist for locating the ERRs. If you don't have the Application ID, select Surveys/Applications>Surveys>Find/View Surveys.



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16. Search for the homeowner by the Damaged Address.

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Survey Search Filters

Respondent Name
Type in any part of the respondent's last name

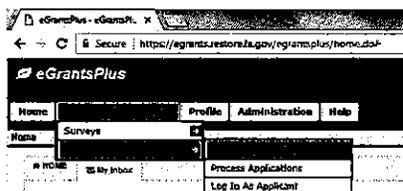
Damaged Address
Type in any part of the damaged property street address
Damaged Structure Parish
All Parishes

Phase Eligibility
All Phases

Survey Status Scorecard

17. Review search results to locate the required homeowner.

18. To search by Application ID, select Applications



19. Enter Application ID.

eGrantsPlus

Home Surveys Applications Profile Administration Help

Applications - Search

Application Search Filters

You can use any combination of the search filters below. If no results are returned, you have entered data that cannot be found or you used a combination of filters that returned no data.

Application ID
Type in any part of the Application ID

Applicant Last Name
Type in any part of the Applicant's last name
Damaged Address
Type in any part of the damaged residence street address
Phase
Select the phase from the dropdown below

Select English Phase

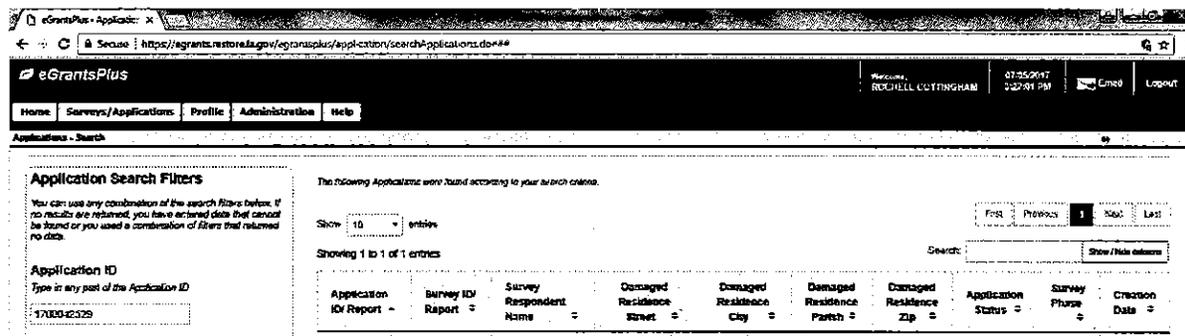
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20. You also have the option to search by the Applicant Last Name or Damaged Address.

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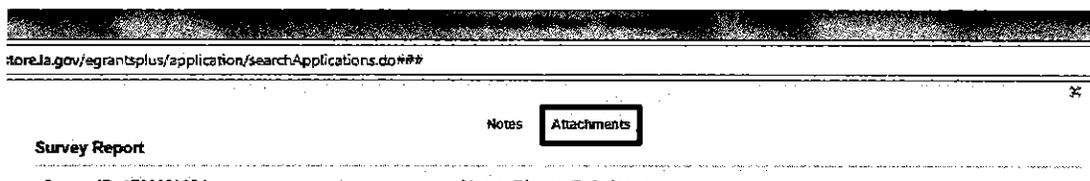
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21. Click "Search"



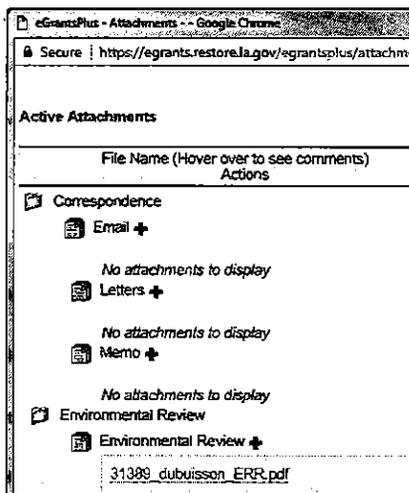
22. The system should return the applicant data.

23. From either the Survey View or Application View, select the Survey ID.



24. The system should return the Survey Report.

25. Select "Attachments"



26. The system should return all attached documents, including the Environmental Review.

27. Verify that a PDF of the ERR has been uploaded and that the tabular data has been imported. Both actions are required for the ERR to be considered "Complete".

28. Select the Environmental Review attachment to open the ERR.

**Restore Louisiana (RESTORE)
Quality Management SOP
Quality Management**

29. A PDF of the report should appear on the bottom left of your screen.
30. Select the PDF to open it.
31. Complete the General Info tab of the ERR QC Checklist through Zip Code.
32. Complete the Checklist tab of the ERR QC Checklist. Note when completing the checklist, "Follow-up Required." May appear, depending on responses entered.
33. Upon completing the checklist, enter the QC Complete Date and enter any comments in the Summary of Results text box of the General Info tab.
34. Submit the checklist to the assigned PM for review and approval or notify the PM when a batch of checklists is complete. [Interim: Update ERR QC Tracker and notify PM of checklist completion]
35. Review folder to which PDFs were automatically downloaded from eGP and delete any ERR or other applicant files from your computer.
36. As follow-up items are resolved, complete the "Resolution Date" field in the ERR QC Checklist on the "Checklist" tab. Enter a brief description of the resolution in the "Comments" field.
37. Once all items for a particular ERR are resolved, the ERR QC Tracker can be updated with a final resolution date.

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10 TECHNICAL ASSISTANCE

Any technical assistance needs identified during the completion of QC or monitoring reviews should be documented within the checklist and tracker for further action, as necessary.

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11 DEFICIENCIES AND RECOMMENDATIONS MATRIX

As monitoring reviews are completed, the Project Associate should update results in the Monitoring Checklist. If findings, concerns or observations are noted, these areas of deficiency and the associated recommendations should be documented in the Deficiencies and Recommendations Matrix.

Findings are defined as areas of non-compliance that relate to eligibility, calculation, damage assessment results, and other process areas where the deficiencies are significant enough to require resolution prior to QA approval and/or immediate corrective action. Concerns are areas of deficiency that require resolution prior to applicants completing the closing process for homeowner grant awards but where Submission to Award Acknowledgement is permitted. This is viewed as a conditional approval that requires post-closing verification of issue resolution. Observations relate to recommended improvements in process effectiveness and efficiency but where corrective actions are not required.

- Exhibit 08 – Monitoring Checklist
- Exhibit 09 – Deficiencies and Recommendations Matrix
-

11.1 Matrix Fields

1. Review Deficiencies and Recommendations sections for completeness, as required:

QCMR Log

- a. QC/Monitoring Review Ref
- b. Deficiency
- c. Deficiency Type
- d. Status
- e. Date Closed
- f. Resolution

Obs and Rec Log

- g. App/Account ID
- h. Process Area
- i. Deficiency
- j. Recommendation
 - i. Implemented
 - ii. Partially Implemented
 - iii. In Process
 - iv. Not Implemented
 - v. TBD/NA
- k. Comments
- l. Checklist Reference

**Restore Louisiana (RESTORE)
Quality Management SOP
Quality Management**

- m. Period Reported
- n. Status
- o. Date Closed
- p. Resolution
- q. Author

Summary

RECOMMENDATIONS SUMMARY	
Total Implemented Recommendations	0
Total Partially Implemented	0
Total In Process	0
Total Not Implemented	0
Total TBD/NA	0
Total Deficiencies	0

QCMR SUMMARY	
Total Open	0
Total Closed	0
Total Deficiencies	0

11.2 Additional Checks

Perform the following final checks prior to approving the QC/monitoring results.

1. Make sure the file name and the matrix name follow required naming conventions.
2. Run a final spell check.
3. Save any changes.
4. If any changes were made to the checklist or matrix, send the review back to the Project Associate/Construction Monitor to review and accept the changes.

11.2.1 Pre-submission of Reporting Results

Monitoring results are reported to OCD-DRU on a monthly basis, or as requested. The BPP Project Manager and Program Manager should perform a final review of the report prior to submission to the SPM.

Joe

11.2.2 Email Standards for Communications with IEM Personnel

Emails should be used in all requests and general communications with IEM personnel. Using email helps to maintain a record of all communications. The email Subject Line should reference document requested or relevant topic area. The same email string should be used for follow-up requests/communications.

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**Restore Louisiana (RESTORE)
Quality Management SOP
Quality Management**

This standardized format will provide consistency in communications to IEM personnel and should also allow for easier reference and searches within their respective email systems.

Copy the associated Project Manager on all IEM correspondence.

11.3 Follow Up

Project Associates are responsible for reviewing IEM responses to recommended actions, to determine whether the recommendation was fully implemented. Recommended courses of action include the following:

1. Follow up by email when a response is not received by the response deadline or within 30 days of communicating results.
2. Follow up by email when recommendations are not fully implemented, unless agreement was reached with OCD-DRU that full implementation is not required.
3. Close out the deficiency and update the tracker when a recommendation is fully implemented.

11.4 Archive

Once reviews are completed with no deficiencies or once recommendations are fully implemented, the review is moved to a final [archive] status.

11.5 Resources

Exhibit/Attachment	Topic
Exhibit 07	[Process Area] QC Checklist
Exhibit 08	Contract Compliance Checklist
Exhibit 08	Regulatory Compliance Checklist
Exhibit 09	Deficiencies and Recommendations Matrix

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Applicant Information

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APPLICANT INFORMATION

Property Owner Information

Name:
Contact Person:
Preferred Communication Mode: 3
Email:
Cell Phone:

Address:

Application Status: Closeout
Reviewer Queue

PROPERTY INFO

- 1. Damaged Property Address

- 2. Unit Number

- 3. City

- 4. State

- 5. US Virgin Island

- 6. US Virgin Island Sub-District

- 7. Zip Code

- 8. What type of home are you registering?

Handwritten signature

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9. Do you rent or own your home?

Own

10. Is this your primary residence, where you live more than six months out of the year?

Yes (Primary)

11. Were all property owners living at the residence when your home was damaged? If not, provide the co-owner's name that was not residing at the property.

Yes

12. Co-Owner's Last Name

13. Co-Owner's First Name

14. Co-Owner's Middle Name

15. During which hurricane did your property sustain damage?

Hurricane Maria (Sep 19, 2017)

16. What type of damage occurred? Check all that apply.

Flood, Hurricane/Hail/Wind Driven Rain

17. If Other, please provide type of damage occurred?

18. Are you currently without essential utilities such as electricity or water?

No

Blk

19. Where are you currently living or staying?

20. Outreach Initiative:

J-O

INSURANCE INFO

1. Have you registered with FEMA for individual assistance? No

2. If yes, please provide your FEMA Registration Number.

3. Have you received any assistance under the U.S. Army Corps of Engineer's Operation Blue Roof Program? No

4. Have you received any assistance under the U.S. Virgin Island's Tarping Program? No

5. If you have received assistance under one of the roofing tarp programs, what is the current effectiveness of the tarp that was installed? Not Applicable

6. Are any members of the household elderly (age 65 or older)? Yes

7. Are any members of the household disabled? No

8. Are any members of the household under 6 years of age? No

9. Do any members of the household have special needs and/or require physical modifications to the damaged property? No

10. How many total household members reside in the home?

11. Do you currently have electricity working in your home?

J. C.

J. C.

12. Is there currently a functioning utility electrical meter for your home?

Yes

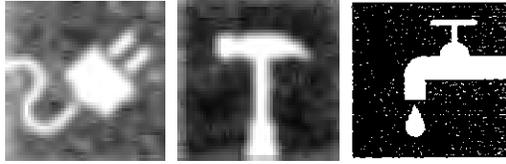
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Program Participation Agreement

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Emergency Home Repairs VI

FEMA Sheltering and Temporary Essential Power (STEP) Program Participation Agreement

AGREEMENT TO PARTICIPATE AND IMPACT ON OTHER FEMA ASSISTANCE

Sheltering & Temporary Essential Power (STEP) assistance, is provided to enable disaster survivors to return to their homes to avoid the need for temporary housing or sheltering (e.g., commercial lodging such as hotels and motels, public shelters, and friends or family). Participation in the STEP program does not impact your eligibility for repair, replacement, or permanent or semi-permanent housing construction assistance under the Individual and Households Programs. However, participants will no longer be eligible for Transitional Sheltering Assistance and may no longer be eligible to receive an MHU, travel trailer, or other direct housing assistance under section 408 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

I am choosing to participate in the STEP program and I understand that my participation in the STEP program may impact my eligibility for other FEMA assistance.

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Proof of Primary Residency

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Proof of Homeownership

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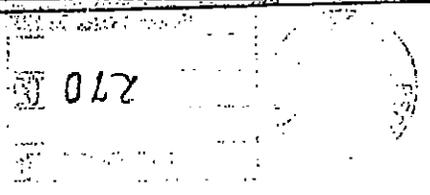
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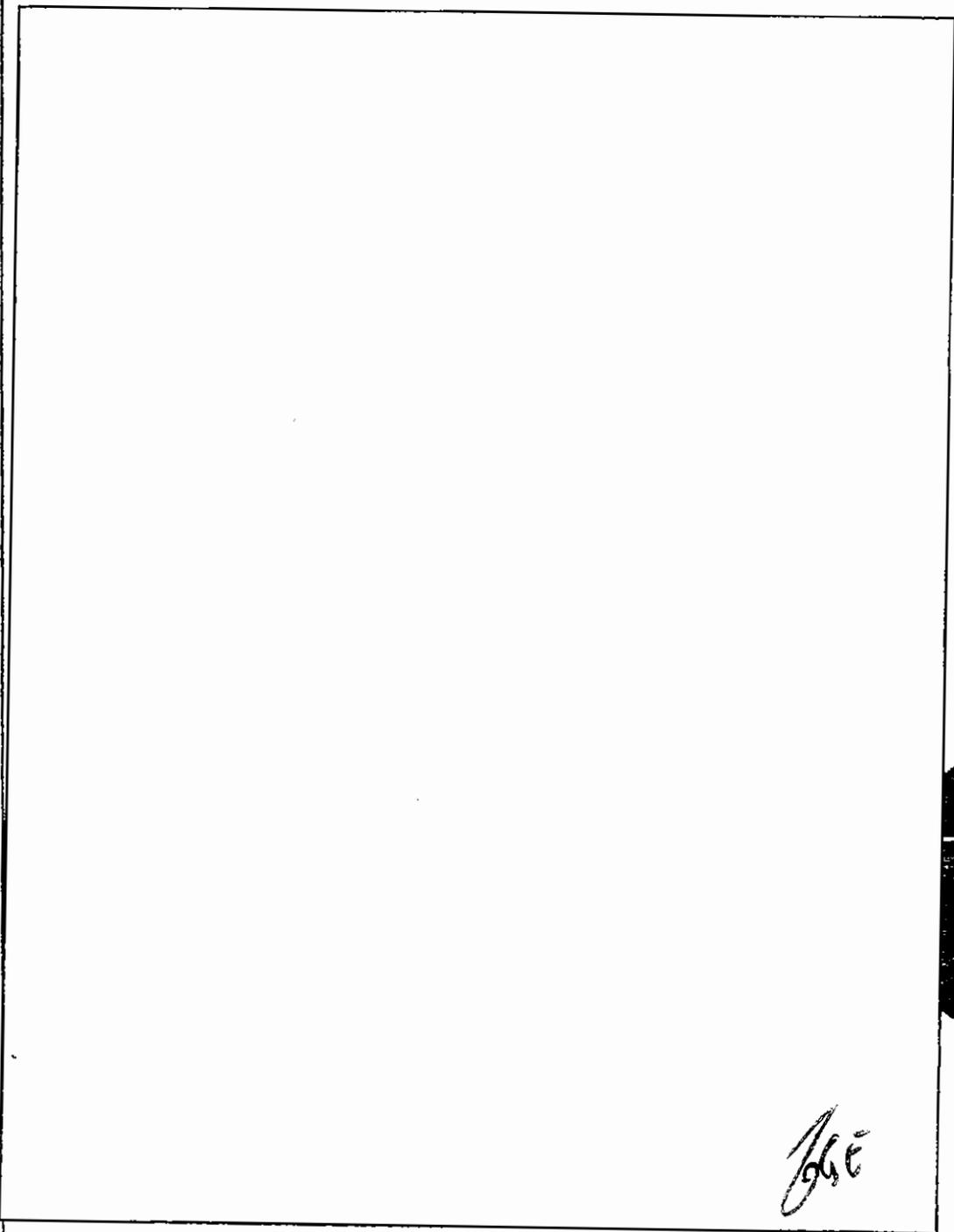
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900 -



Warranty Deed
Page Two

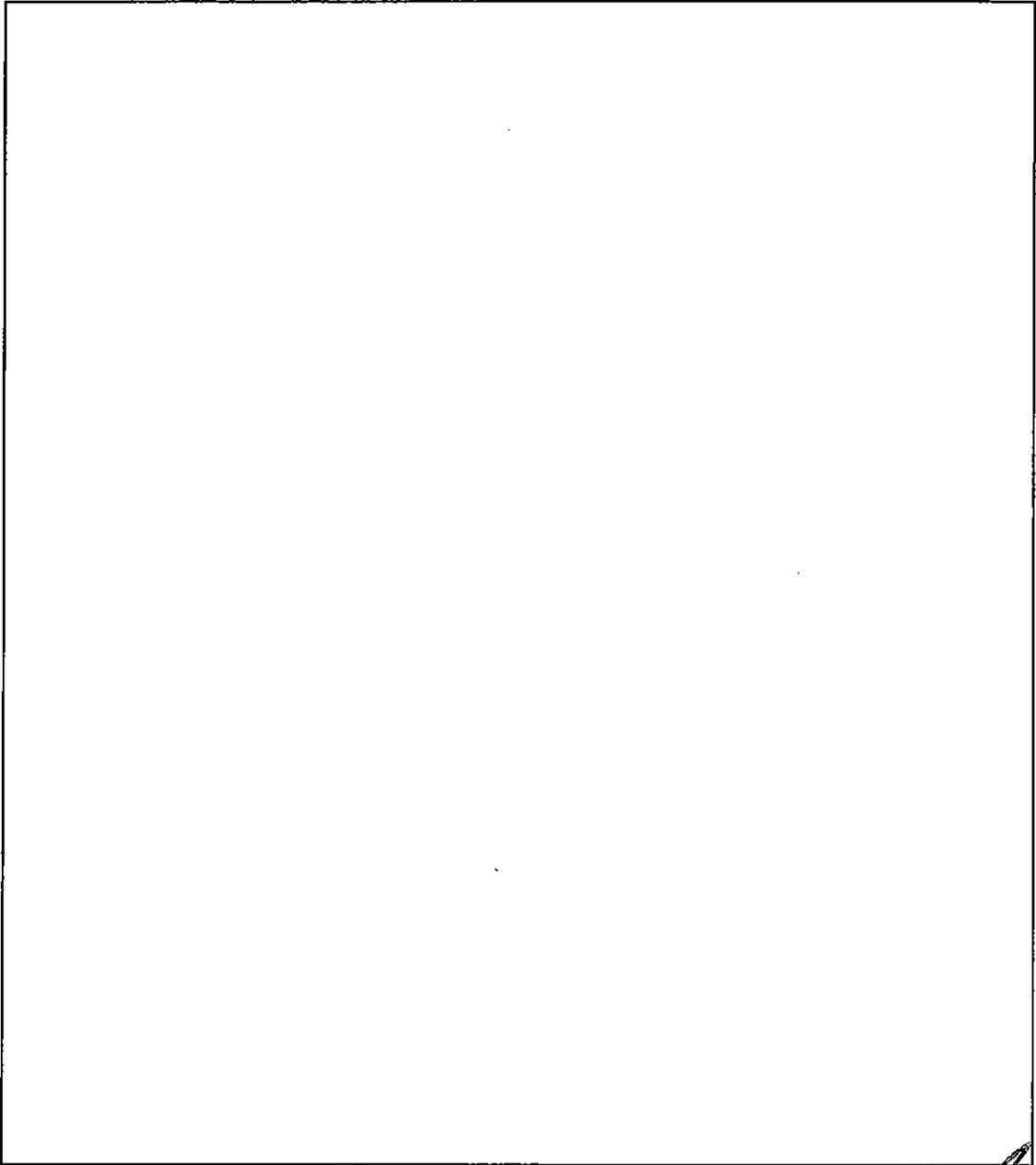


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Warranty Deed
Page Three



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J. O



Right of Entry Permit

J. O.

J. O.



Please use ballpoint or roller ball pens and print clearly

<u>For FEMA/State/local/Tribal Use Only:</u>	
ROE No.: _____	Age of Structure: _____
GPS Location: Long: _____	Lat: _____
Remarks: _____	

RIGHT-OF-ENTRY PERMIT

The undersigned, ("Owner"), hereby unconditionally authorizes the City/Borough/County in which the above property is located (City/Borough/County), the State in which the above property is located (State), tribal governments, the United States of America including the Federal Emergency Management Agency (FEMA) , and participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors (collectively, with FEMA, the "Assistance Providers") to have the right of access and to enter in and onto the property described above for the purpose of performing inspections and/or emergency protective measures resulting from Hurricanes Irma & Maria at no expense to Owner for purposes of participating in the Emergency Home Repairs Virgin Islands (EHRVI) Project .

It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections or undertake emergency protective measures to the Property. Owner understands that no emergency protective measures will be performed until this ROE is completed in full.

1. Time Period: The ROE shall expire 90 days after this form is signed, unless sooner cancelled according to the terms herein.

2. Inspection/Emergency Protective Measures Authorized: The ROE authorizes inspection, and emergency protective measures to the Property. Owner understands that the Government, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required emergency protective measures. If Owner disagrees with the nature or extent of proposed actions, Owner may refuse any additional work and cancel this ROE at any time.

3. Disclosures: By signing this ROE, Owner acknowledges that none, some, or all of the following work may be performed pursuant to this ROE and FEMA policy. Owner further acknowledges that work may involve the use of raw, unfinished materials to provide only emergency protective measures.

- 1) Repairs to storm-damaged electrical meters (consisting of the weather head, service cable, meter socket, and meter box) necessary for a utility to re-energize the residence;
- 2) Measures necessary to provide essential electrical supply, heat, and hot water;
- 3) Disconnecting damaged portions of the residential electrical system not essential to restoring electrical supply to the meter and into the residential unit;
- 4) Securing broken windows, covering damaged exterior walls and roofs, and patching or otherwise securing damaged exterior doors; and/or
- 5) Inspections necessary to complete the aforementioned work.

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4. Local, State, Federal, and Tribal Governments and VOADS Held Harmless: The Owner acknowledges that the Government's decisions on whether, when, where, and how to provide disaster relief to Owner's property are discretionary functions. Owner recognizes that 42 USC § 5148 states: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this chapter." Additionally, the undersigned will indemnify and hold harmless the Assistance Providers for any and all liability, loss, damage, or destruction of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid Assistance Providers taken to accomplish the aforementioned purpose.

5. Miscellaneous:

a. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this ROE. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this ROE on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner.

b. This ROE includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.

c. Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both.

Privacy Act Statement:

a. Legal Authority: 10 U.S.C. § 3013; The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. §§ 5121-5207; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27).

b. Information Sharing: Information is collected to make it possible for the Government, its employees, agents, contractors and/or representatives to enter your property, inspect for damage, and/or undertake emergency protective measures. Information submitted will be shared with other government agencies, Federal and nonfederal, their contractors, subcontractors and employees, as well as with voluntary agencies performing inspections and/or emergency protective, for official use only in accordance with the purposes stated in this ROE.

c. Whether Disclosure is Mandatory or Voluntary: Disclosure is voluntary; however, failure to disclose the information will make it impossible for us to inspect your property or undertake emergency protective measures may delay or prevent the individual from provision of disaster services and/or assistance.

Signature(s) and Witness

[Handwritten signature]

V-3

Owner: _____ Property Address: _____
Page: 3

RIGHT-OF-ENTRY PERMIT - REQUEST FOR CANCELLATION

To cancel a previously-granted Right of Entry (ROE) permit, this cancellation form must be signed by the Owner, and delivered to the Federal Emergency Management Agency (FEMA) at a Disaster Recovery Center, by FAX to FEMA's National Processing Service Center at 1-800-827-8112. Allow at least three (3) days to process. *Alternatively, the ROE may be cancelled at the Property site by obtaining the signature of the authorized representative present when the crew appears for work.* It is recommended that the Owner make a copy of the signed cancellation prior to giving this form to the authorized representative. The authorized representative will keep the original signed copy for its records. Reproduction capability may not be available at the ROE collection points. Phone-in and verbal cancellations will not be accepted.

By canceling the ROE, Owner acknowledges that inspections and emergency protective measures may not be performed by the County/Parish/Borough, the City / County, the State/Tribe, the United States of America including FEMA and the Corps of Engineers or participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors.

I have read and understand the foregoing statement concerning cancellation policies. I hereby certify that I request to cancel the foregoing ROE and my request for disaster-related emergency protective measures.

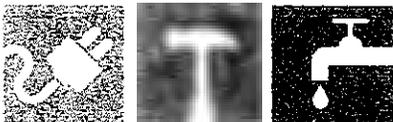
Signature: _____ Date _____ Time _____
Owner

Printed Name: _____ Address: _____

I hereby acknowledge receipt of the foregoing request for cancellation:

Signature: _____ Date _____ Time _____
Authorized Representative

Printed Name: _____ Title: _____
(Indicate authorized organization and title)



Emergency Home Repairs VI

J. O.



Memo

Witness signature on ROE

For the purposes of closeout quality assurance, due to the practicability of enforcement and the limited duration of the ROE, retroactive witness signature will not be required. At the time of closeout, further use of the ROE is not anticipated.

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Initial Inspection Scope of Work

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**SCOPE OF WORK
EMERGENCY HOME REPAIR – VIRGIN ISLAND**



A large, empty rectangular box with a black border, intended for the scope of work details.

JOE

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Contractor	
Signatures	
Signature of Homeowner	
Signature of Program Inspector	
Signature of Contractor's Representative	
Signature of Inspector	

[Empty rectangular box]

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Work Order(s)

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**WORK ORDER
EMERGENCY HOME REPAIR – VIRGIN ISLAND**



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Change Order(s)

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Final Inspection Report



J. O.

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Final inspection review results and corrective actions

[Empty rectangular box for final inspection review results and corrective actions]

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Signature of Homeowner

Signature of Contractor

Empty rectangular box for signature.

ID

Exterior 1

Description

ID

Living Room 1

Living Room 2

Large empty rectangular box for drawing or notes.

Handwritten signature

Kitchen

ID

Kitchen 1

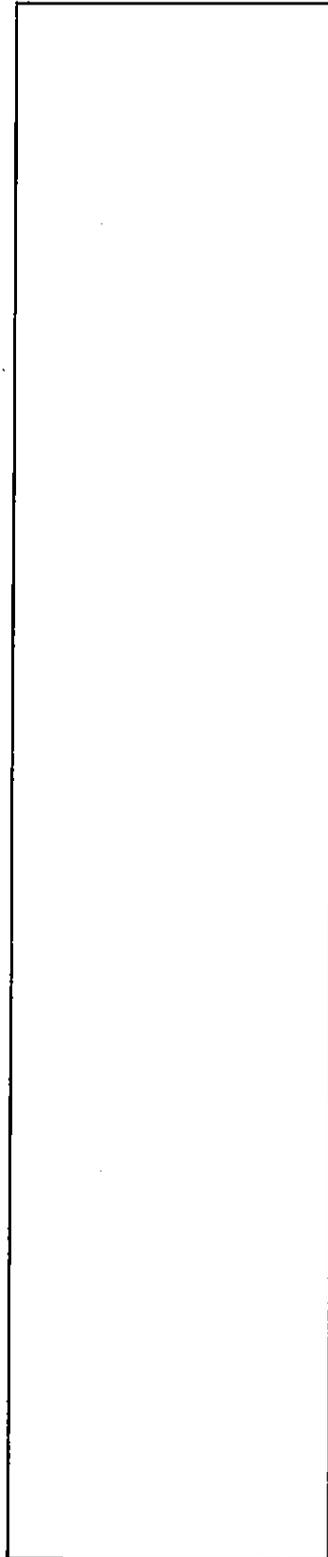
Kitchen 2

ID

Bedroom 1

Bedroom 2

Bedroom 3



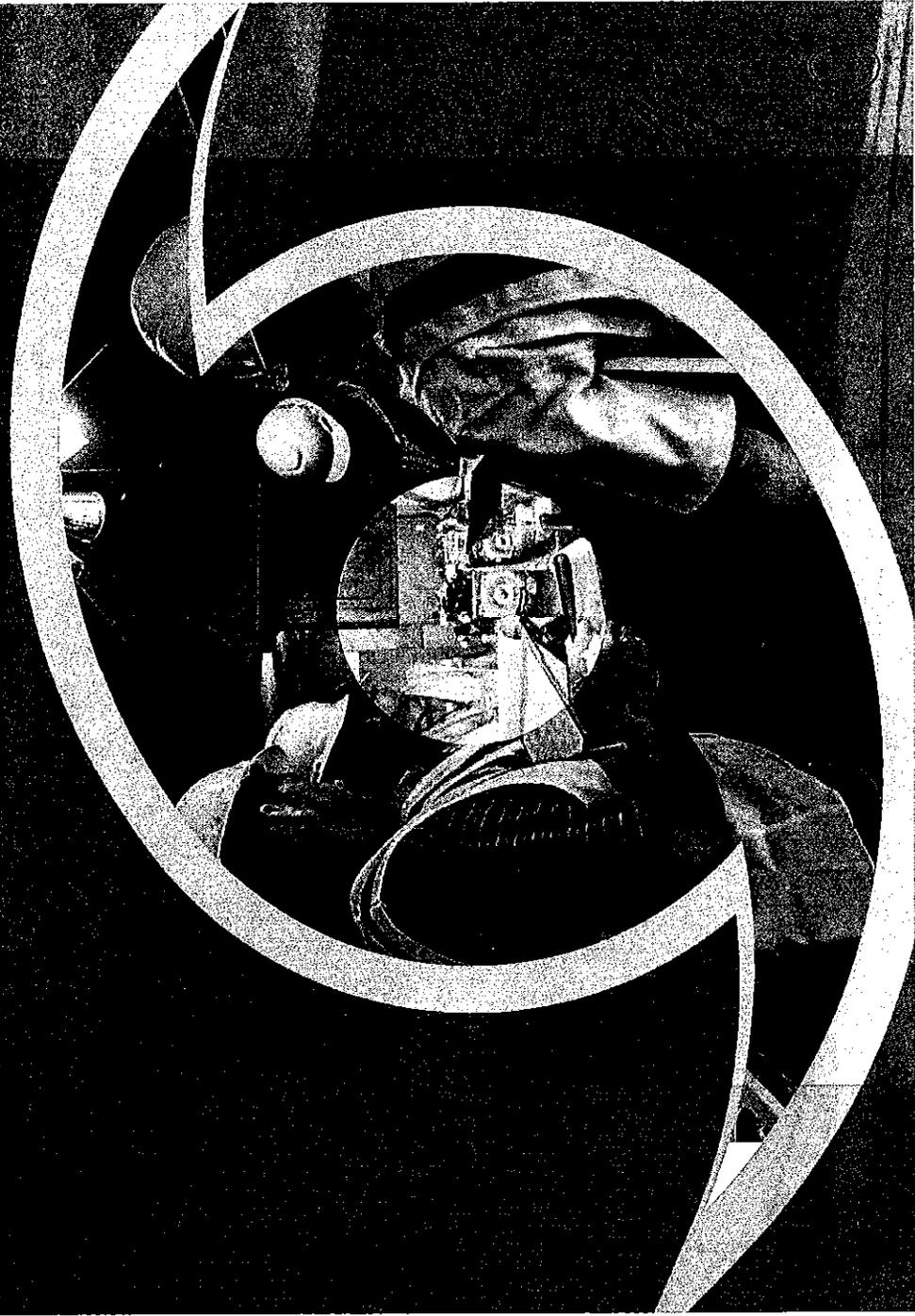
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AECOM Imagine It.
Delivered.

4

Plan for Compliance with Section 3



Plan for Compliance with Section 3

Local, Section 3 and Disadvantaged Firm Commitment

AECOM and its legacy firms have operated an office in San Juan for over 50 years, serving clients including PRDOH. Our team includes many local residents who have been affected by the disaster, as well as Puerto Rican firms such as **Interlink** and **Alvarez-Diaz & Villalon**, ensuring local participation.

More importantly, we will make every effort to hire locally, ensuring that federal CDBG-DR funding that is invested in the reconstruction of Puerto Rico stays on the island and is reinvested in the local economy.



We've held job fairs in Puerto Rico to recruit local workers. In December 2017, we were able to find 162 qualified personnel, for various positions out of the 202 that attended it.

AECOM has demonstrated its commitment to supporting local, Section 3 residents and companies, and minority and women (MWBE) owned businesses on the New York State Governor's Office of Storm Recovery, the State of Louisiana, the U.S. Virgin Islands and other projects.

We've learned that meaningful commitment to local, Section 3, MWBE and DBE goals means that AECOM must establish both employment and training goals, as well as participation procedures that are specific and operationally robust, such as the 3% goal for Section 3.

Every new contract, work order, task order and scope commitment will be evaluated to see if a qualifying individual or firm can execute the work.

Plan to engage and integrate Local Participation, Section 3 Residents, MBEs and WBEs

- AECOM will hire Section 3 qualified staff.
- AECOM mandates that all subcontractors to employ Section 3 staff and MWBE/DBE firm subcontractors.
- AECOM will establish an employment program for Section 3 residents within 30 days after notice to proceed (NTP).
- AECOM will hold its first employment training session within 30 days after NTP.
- AECOM will establish a monthly training program for eligible Section 3 residents within 30 days and will repeat training every month until Section 3 requirements are met.

As shown in Table 5 on the following page, we have been successful in our efforts to integrate local/disadvantaged participation on similar programs and it is our intention to apply the same processes to locate, train and employ qualified local Section 3 residents and Section 3, and DMWBE firms.

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TABLE 5: RECORD OF SUCCESS INTEGRATING SECTION 3 FIRMS

Project Name	Outreach Program	Participation
NY Governor's Office of Storm Recovery	<ul style="list-style-type: none"> • Focused outreach to Section 3 residents and M/WBEs • Mentorship program for emerging Section 3 companies • Verified "best efforts" documentation • Quarterly mandatory training sessions • Regimented outreach logging with verified contact logs • 3rd party verification of communication logs • Paid training programs to Section 3 residents • Placement assistance with consulting/construction firms • Use of Section 3 performance metrics as a graded selection criterion for both consulting and construction firms 	<p>Consulting firms: 35%+</p> <p>Construction firms: 30%+</p>
U. S. Virgin Islands	<ul style="list-style-type: none"> • Verified outreach to local Section 3 residents and firms • Training program for local Section 3 residents • Meet and greet sessions with construction firms • Verified communications logs and "best efforts" communications • Unified contact list for local Section 3 residents and firms • Section 3 program compliance manager • Training for local firms to register as Section 3 companies. 	<p>Consulting firms: 25%+</p> <p>Construction firms: 50%+</p>

Plans to comply with Section 3 goal

We will follow proven and tested procedures for locating, hiring and training Section 3 residents and firms, including the following:

1. Strategies for AECOM "First Source" hiring agreements

- Establish training and employment programs for Section 3 residents.
- Advertise employment and training positions in the project service area or neighborhood by distributing flyers
- Contact resident councils, community organizations, state-local agencies, probation-parole agencies, unemployment compensation programs and other applicable officials or organizations to assist with recruiting Section 3 residents.
- Sponsor job fair or informational meeting.

2. Assistance in job-seeking skills

- Provide on-site applications and interviews; arrange assistance in conducting job interviews and completing job applications.

- Consult with local employment service providers.
- Establish training programs consistent with the requirements of the Department of Labor, for public housing and other Section 3 residents in the building trades.
- Employ Section 3 residents directly on permanent or temporary basis to perform work generated by Section 3 assistance.
- Employ job coordinator or licensed job placement agency to undertake, on your behalf, the efforts to match eligible and qualified section 3 residents with positions.
- Coordinate activities with local institutions.
- Maintain file of eligible/interested applicants.

3. Efforts to Award Contracts

- Contact business assistance agencies, minority contracting associations and community organizations to inform them of opportunities and seek assistance in identifying eligible businesses.

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- Develop Section 3 business communication network and coordinate pre-bid meetings where business concerns can be informed of upcoming opportunities.
- Conduct contractor workshops.
- Provide section 3 business concerns with resources for assistance to overcome limitations such as inability to obtain bonding, credit, financing or insurance.
- Advertise opportunities through trade associations, and local media and agencies.
- Establish numerical goals for award of contracts to Section 3 businesses.
- Encourage financial institutions to comply with their CRA requirements by making loans to Section 3 businesses.
- Actively support joint ventures with Section 3 businesses.
- Support business incubators which assist Section 3 businesses.
- In determining the responsibility of potential contractors, consider their past record of Section 3 compliance and their current plans for the pending contract.
- Break out contract work items into economically feasible units to facilitate participation by Section 3 businesses.
- Support businesses that provide economic opportunities to low income persons by linking them to available government support services at the local levels.

Our Draft Section 3 Plan and Guidance for the Puerto Rico CDBG-DR Program is provided on the following pages.

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Section 3 Plan and Guidance for AECOM and AECOM Subcontractors for Puerto Rico CDBG-DR

Purpose

The Purpose of this Guidance is to establish a policy for Section 3 of the HUD Act of 1968, for AECOM on the Puerto Rico CDBG-DR Program Management Services project, to rebuild from the hurricanes using CDBG-DR funds consistent with Federal and state law. AECOM supports the use of Federal funds to help provide economic activity and encourages its subcontractors to do the same. This Guidance is intended to achieve that goal. **The AECOM team will, however, conduct a comprehensive review to make sure that any new changes based on HUD and any additional requirements by PRDOH will be incorporated into the Section 3 Plan. This will make it robust, flexible and compliant to meet and exceed established goals.**

Established Goals

AECOM goals mirror the specific Section 3 policies for projects that we have recognized as qualifying under HUD Guidance. AECOM will, to the “greatest extent feasible,” meet the Section 3 policies of its clients and/or HUD. The term “greatest extent feasible” means that AECOM will make substantial efforts to comply with the regulatory requirements of Section 3, including making efforts within their disposal to meet the regulatory requirements. AECOM will post available positions to numerous websites and job boards designed to increase awareness among Section 3 eligible individuals, while performing our standard employment and contracting procedures. This will be accomplished by developing strategies that specifically target Section 3 residents and businesses where they live and work in order to optimize the economic opportunities. AECOM has identified specific efforts that it will take to increase the ability of Section 3 workers eligible to benefit from federally-funded projects or housing developments.

AECOM has adopted, at a minimum, a goal of:

- A. 7% of new hires
- B. 10% percent of non-construction (administrative) contracts.

AECOM will also review the PRDOH Section 3 policy and meet and/or exceed the targets identified in that policy, if different from those identified above.

For the purpose of this Plan, AECOM will use the following definitions for meeting the eligible Section 3 residents and businesses:

► Section 3 resident is a:

- a) public housing resident; or
- b) low- or very low-income person residing in the area municipality where the Section 3 covered assistance is expended. As allowed by regulation from HUD, for the CDBG-DR funding, any person with an AMFI of 80% or below will be a Section 3 eligible candidate.
- c) Any person that, as allowed in the HUD waiver issued on 3/5/2013, has a position whose compensation is less than equal to the amount of 80% for a family of one.

► Section 3 business concerns are businesses that can provide evidence that they meet one of the following criteria:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet one of the first two qualifications above.

AECOM will use the forms, developed in our past Programs or set forth and created by PRDOH in their Policies and Procedures, to allow self-certification by individuals and businesses for purposes of Section 3.

Specific Efforts by AECOM

AECOM will use a variety of methods to meet the greatest extent feasible standards for meeting the goals of Section 3. Depending on the circumstances, AECOM will use some or all of the following to achieve Section 3 compliance:

- a) AECOM has designated our Regulatory Compliance Manager as the Section 3 Point of Contact, with support from the Section 3 Coordinator, and our HR Manager in the Puerto Rico office.
- b) Provide a copy of this Guidance and the funding entity's Section 3 Policy and discuss the importance of compliance at any pre-award conferences for subcontractors.
- c) Require that all contracts with vendors supplying labor must:
 - Acknowledge in writing that they have read and understand AECOM policy and PRDOH Section 3 policy
 - Include language requiring compliance with Section 3 for all subcontractors

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- Include necessary reporting on Section 3 by vendors and subcontractors. Penalties as described below for failure to meet Section 3 reporting.
- d) Have internal designee participate in Section 3 training sessions, if available, at least annually, for the duration of the project.
- e) Coordinate with Program Section 3 applicants by providing the job announcements to the PRDOH as they become available. This process will include coordination with vendors on how to anticipate new hires so that the jobs may be made available to Section 3-qualified individuals. Part of this process is limiting, where possible, the position requirements to the minimum standards to perform the work and still attract qualified personnel that are Section 3 eligible. i.e., no college degree required to work in the call center, etc.
- f) Post information at libraries about potential opportunities for Section 3 individuals and Business Concerns.
- g) The Section 3 Coordinator will work with local support group entities, if applicable, to help facilitate vendors/subcontractors in finding Section 3 eligible residents and businesses that are known in the community.
- h) In procurement documents or notices to bid where applicable, AECOM will provide notice that preferences will be given to vendors/subcontractors that commit to Section 3 goals or have a demonstrated history of successful Section 3 programs.
- i) Failure to provide AECOM with Section 3 reports from project contractors may lead to penalties, including, but not limited to: requiring that a vendor/subcontractor attend additional Section 3 training sessions, reducing the work provided to the vendor/subcontractor on the existing project, requiring the hiring of a Section 3 Compliance coordinator for the duration of the job, and/or using the negative Section 3 performance against future awards where bids are comparable.
- j) While all companies that are certified Section 3 will be given consideration, the most local Section 3 certified companies where the project is being developed will be given priority.

Decisions Final

After the initial determination has been made regarding Section 3 status or subcontractor eligibility/performance, a resident, company, or vendor/contractor may request a review by AECOM. All decisions on the review by AECOM are final.

Nothing in this policy is intended to limit any rights for persons or companies as they relate to local, state, or federal appeals or complaints.

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Examples of Past Deliverables

The following are specific examples of deliverables prepared for past projects by the AECOM team.

Intake and Eligibility

- NYC Build it Back Application QC Checklist
- Case Management
- Appeals: Standard Operating Procedure
- Eligibility Review Procedures

Damage Assessments

- Louisiana Shelter at Home Program – Legal Right of Entry and Indemnification Form
- Standard Operation Procedure for DA Field Monitoring

Duplication of Benefits

- Coordination of Benefits Worksheet
- Duplication of Benefits – A Program Approved Reference Guid

Inspections / Reporting

- Storm Recovery in New York State
- GOSR Construction Gantt Chart
- Environmental Program Report
- State QA/QC Final Inspection Complete

Closeout + QA/QC

- Closeout Production Plan
- URS Quality Assurance Plan for NYC Build it Back Program
- Closeout Report – VIHRA Emergency Home Repairs VI

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GOVERNMENT OF PUERTO RICO
Department of Housing

ATTACHMENT 2
SCOPE OF WORK
Request for Proposals
Program Management Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-04
(Revised for Negotiations)

This document defines the program management tasks that the Proposer must perform in order to support PRDOH in the implementation and administration of two (2) CDBG-DR Housing Programs. The PRDOH reserves the right to retain program management of some of these programs internally and to select more than one Program Manager. A description of the two (2) CDBG-DR Housing programs is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD) on July 29, 2018. A complete copy of the Action Plan is available at www.cdbg-dr.pr.gov/action-plan. The two (2) CDBG-DR Housing programs that will be subject to the Program Management services, are briefly described as follows:

1. **Home Repair, Reconstruction, or Relocation Program (R3)** - provides funding to repair damaged homes or rebuild substantially damaged homes in-place in non-hazard areas. Reconstruction activity returns otherwise displaced families to their homes in their same communities. Homes become eligible for reconstruction when the property estimated cost of repair exceeds the lesser of \$60,000 or 50% of the current value – as confirmed through program inspection, or if a feasibility inspection determines that reconstruction is required. Duplication of benefit review is required to ensure no individual receives duplication of benefit for the same purpose and/or effect as funds provided from other sources to recover from the hurricanes. Applicant awardees must subrogate any additional funds received for damage caused by hurricanes Irma or Maria back to the PRDOH. If additional funds are paid to applicant awardees for the same purpose as the housing assistance award received through PRDOH funding (i.e., repair or replacement of the damaged structure) after PRDOH has completed the repair/rehabilitation project, those funds must be returned to the Puerto Rico Department of Housing. The Housing Relocation Program provides homeowners with substantially damaged homes located in high risk areas an opportunity to relocate to a safer location.
2. **Housing Counseling** - provides recovering residents with wrap-around educational services to promote understanding of housing and financial options such as: financial literacy education, homebuyer counseling, credit repair counseling, mitigate default/foreclosure proceedings, etc. Housing Counselors will be equipped to connect program participants with resources including, but not limited to, Voluntary Organizations Active in Disaster (VOAD), and other federally funded programs like Continuums of Care (COC), section 8, and rental subsidy programs. The Program Manager will assign program participants to Housing Counselors retained by the PRDOH.

The PRDOH is conceptualizing the implementation of the housing programs through the use of internal resources and outsourced consultants and contractors. Call Center Services will be managed at a centralized location for all programs implemented under the CDBG-DR grant(s). Call Center Services are being procured by the PRDOH separately from all other services. However, it is expected that selected Program Manager(s) staff offices with adequate staff to answer calls from applicants assigned to the Program Manager Team. For the Housing Counseling Program, the PRDOH will establish agreements with HUD-approved Housing Counseling Agencies.

These agencies will be the entities responsible for the actual counseling services to be provided. The implementation of the Home Repair, Reconstruction, or Relocation Program will be divided into regions. For these programs the PRDOH will outsource general contractors to be responsible for the implementation of repair and construction works. The PRDOH will also contract independent environmental consulting firms to execute environmental reviews and studies, as well as test for the presence hazardous materials and develop abatement measures. The Proposer will be responsible for everyday management of the different tasks performed by the PRDOH's other contractors and consultants. The Proposer will also be responsible for the inspection of all construction works completed through the housing programs, except for homes located at participating municipalities of which additional details may be found further in this Scope of Work.

The Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of work presented is based upon circumstances existing at the time this Scope of Work is released. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract.

If additional CDBG-DR funds are allocated to Puerto Rico during the life of the contract, Proposer staff may be assigned to work on those future federal grants awarded and potentially expand those services to accommodate other similar programs yet to be defined. There is no guarantee of a minimum level of services which may be requested by the PRDOH under this contract.

Operations Start-Up

The Program Manager's key staff resources must be ready to begin working within two (2) weeks after the contemplated contract execution date. As the PRDOH may select more than one Program Manager, the specific municipalities or regions where each Program Manager shall perform work will be determined at the sole discretion of the PRDOH. Program Managers may not charge additional costs due to the PRDOH assignment of municipalities or regions. The Proposer must provide and secure the necessary office space, office furniture, office supplies and personnel to staff the offices. The PRDOH may redefine municipalities or regions initially assigned based on Program Managers performance, compliance, and quality of work. The PRDOH will not guarantee a minimum number of applicants or cases to be handled by the Program Manager. The Program Manager's offices must be set up to assist property owners with existing applications and must be located within the region assigned by the PRDOH. Offices must be set up and adequately staffed to accept applicants within thirty (30) days of the contemplated contract execution date.

Task 00: General Program Management and Administration **Hourly Rate Task**

The Program Manager must have retained, and must maintain over the life of the contract, the following key staff resources:

- **Program Manager** **Qty: 1**
The resource assigned to the Program Manager position will be the main point of contact between the PRDOH and the Program Manager. He shall be available on-call and assist program status and progress meetings. The Program Manager position responsibilities include formulating, organizing, and monitoring the overall performance of the projects; deciding on suitable strategies and objectives; coordinating cross-project activities; lead and evaluate other staff; develop and control deadlines, budgets, and activities; apply change, risk, and resource management; assume responsibility for the program's performance and its staff; assess program performance and aim to maximize it; resolve program issues; prepare and review reports to the PRDOH; and any other function required

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in support of the program. The Program Manager shall maintain a complete understanding of all applicable Housing Program policies, requirements, and procedures and reviews all cases within the established guidelines; and shall possess knowledge of regulatory and statutory compliance requirements for CDBG disaster recovery and similar programs/projects. Should have a bachelor's degree from an accredited institution and at least ten (10) years of experience in CDBG-DR program funder for disaster recovery and community development or related field.

- **Deputy Program Manager** **Qty. 1**
The resource assigned to the Deputy Program Manager position shall work together with the Program Manager to ensure the smooth performance of the project. Responsibilities will include: scheduling, assigning staff, allocating resources, assessing and managing risk, coordinating various components that contribute to the project as a whole to ensure on-time delivery, ensuring that deadlines are met, and keeping all parties informed of progress and any outstanding issues. The resource assigned to the Deputy Program Manager positions shall have at least a bachelor's or associate degree from an accredited institution or have at least five (5) years of experience in CDBG-DR, housing, community development, or related fields.

- **Operations Manager** **Qty. 1**
The resource assigned to the Operations Manager position will be responsible for the daily field operations and ensuring that such daily operations are performed in the most efficient manner. He will oversee logistics management, ensuring that procedures are in place to align with the program's goals and objectives. He will oversee standards of performance, safety policies, and procedures, and adjust internal policies as necessary. He will direct human resources and management activities on the operational side of the programs and may determine the staff needed to accomplish the operational tasks. The resource to be assigned to the Operations Manager position shall be a licensed professional engineer in compliance with Puerto Rico's Act Number 173 of August 12, 1988, as amended and must have at least five (5) years of experience in the management of projects.

- **Regulatory Compliance Officer** **Qty. 1**
The resource assigned to the Compliance Officer position will be responsible for ensuring that program activities and contracts follow applicable federal, state, and local regulations. He will create and implement policies, standards, and procedures to monitor compliance of all parties with applicable regulations. In addition, he will enforce standards to ensure that program maintains compliance standards. The Regulatory Compliance Officer shall maintain open lines of communication with all relevant decision makers and stakeholders to keep all parties informed of regulatory changes as they may apply to the programs. The resource assigned to the Regulatory Compliance Officer positions must have be acquainted with the requirements of the Davis-Bacon Act, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunities Standards, Section 3 requirements of the Housing and Urban Development Act of 1968, Minority Business Enterprise, and Women Business Enterprise. Shall have at least five (5) years of experience working in some sort of regulatory compliance field. *JGE*

- **Complaints Coordinator** **Qty. 1**
The resource assigned to the Complaints Coordinator position will be responsible for coordination and resolution of complaints and appeals by performing tasks such as investigating the complaint or appeal, surveys, interviews, educating the applicants, etc. *J.O*

The Complaints Coordinator must pay special attention to applicants and their complaints or appeals and must do anything possible to ensure that complaints are properly mitigated and attended to. If a complaint or appeal merits it, the Complaints Coordinator may escalate the complaint or appeal to a higher management position for the appropriate actions to be taken. He must also ensure that applicant complaints are resolved in a timely matter. The resource assigned to the Complaints Coordinator position must have excellent communication skills with applicants and must have at least five (5) years of experience working in some sort of customer relations position.

- **Safety Officers** **Qty. 2**
The resources assigned the Safety Officer position shall be responsible for developing, monitoring, and implementing health and safety policies as to ensure that programs follow health and safety laws and regulations, and to reduce or prevent hazards, dangers, and accidents. Safety Officers shall conduct spot inspections at projects to identify potential hazards, assess their risk, report on them, and enforce compliance with policies and regulations. Resources assigned to the Safety Officer positions must have at least five (5) years of experience working as safety officers in construction projects and must have, at the least, an OSHA 30 hours training certification in the construction industry.

- **Special Inspectors** **Qty. 2**
The resources assigned to the Special Inspector position shall be responsible for assessing special cases of work non-compliance and construction-related complaints or appeals. They will also assist in damage assessments requiring special engineering considerations for out of the ordinary conditions that may require specialized knowledge and attention to determine if repairs can or cannot be performed in a way that assures overall safety and integrity of the structures. Resources assigned to the Special Inspector positions shall be licensed professional engineers in compliance with Puerto Rico's Act Number 173 of August 12, 1988, as amended and must have at least ten (10) years of experience performing construction inspections.

Key staff resources must remain assigned to the Programs over the life of the contract and are to be invoiced by the Program Manager to the PRDOH on an hourly basis with a maximum not to exceed monthly amount of the **Task 00: General Program Management and Administration**. Program Managers must notify PRDOH in writing of any changes in key staff resources. All changes to Key Staff are subject to approval of the PRDOH. Additional resources to be employed will be determined by the Program Manager based on the workload assigned and performance, nonetheless PRDOH will not compensate for time worked by any additional positions other than the positions specified above. These will be invoiced by the Program Manager to the PRDOH based on the unit prices of **Tasks 1 through 6** described below.

The Program Manager shall be responsible for program operations, applications processing, and administration of the tasks and services contained herein related to the two (2) assigned CDBG-DR Housing Programs. This task will include the activities listed below. The activities listed under this task also apply to Tasks 01 through 06 to ensure proper management of the two (2) Housing Programs.

- **Operational Support**
 - Work closely with the PRDOH officials, and its designees in preparing and maintaining the overall project plan for all phases of the assigned Housing Programs, manage day-

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- to-day operations, improve processes for quality and efficiency, implement policy changes, and adapt to a program closeout environment.
- Develop a Communication Plan to match programs' objectives and include a formal structure for regular reporting, performance milestones, project-wide meetings, and policies on information for the community and press.
 - Assist the PRDOH in the development of program policies and procedures, and, once approved by the PRDOH, their dissemination among all involved parties. Given that more than one Program Manager may be selected by the PRDOH for the programs, different Program Managers will have to collaborate as to ensure program policies and procedures are concise for the entire implementation group. Program Manager will have a lead role in the development of program policies and procedures. All policies and procedures are subject to PRDOH approval.
 - Review contractors and subcontractors (including construction contractors, environmental contractors, etc.) contract deliverables to determine if such contractors and subcontractors are in compliance with their contracts and CDBG-DR requirements.
 - Report on various aspects of the project that reflects the major activities for the reporting period as specified by PRDOH (e.g. monthly, quarterly, etc.).
 - Regularly communicate potential risks, issues, and statuses to PRDOH and pertinent parties.
 - Offer alternatives to utilize IT solutions that support the management and implementation of all assigned disaster recovery programs/projects. The proposal for these IT solution alternatives shall consider the costs of synchronizing data with IT solutions provided by PRDOH.
 - Develop and/or utilize existing processes for PRDOH to properly collect data and document information as necessary to optimize compliance with all funding streams.
 - Ensure PRDOH's documentation is sufficient to respond to Office of Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Programs.
 - Assist PRDOH training sessions regarding programs implementation. The Program Manager's lead staff shall be required to attend PRDOH training sessions. After training has been provided to the Program Manager's lead staff by the PRDOH, such lead staff will be responsible for the knowledge transfer to other PM staff.
 - Document all applicant interactions and communications within the PRDOH system of record.
 - Any other task necessary to support the programs' operations.
- **Project Management**
- Provision of project management for the assigned CDBG-DR Housing Programs as needed by the PRDOH.
 - Provide survey, engineering, and construction oversight for flood zone determinations, elevation certificates, inspections for scope compliance, and HUD quality standards. All applicants must be able to obtain flood insurance in accordance with federal regulations.
 - Perform periodic reviews of construction contractor inspection reports, evaluations of invoices, etc.
 - Ensure compliance with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (when applicable), Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunity Standards, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the execution of the assigned Housing

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Programs. Take special notes of minimum wage increases planned for Puerto Rico's construction workforce. Program Manager will be required to ensure compliance with minimum wages.

- Perform periodic reviews of construction contractor files to ensure compliance with the statutory and regulatory compliance of Section 3 Housing and Urban Development Act of 1968.
 - Coordinate efforts of compliance over environmental, construction, financial, and HUD regulations.
 - Establish project performance benchmarks and updated budget comparisons to measure progress and compliance with critical objectives in mind. Critical stages will be identified, and a monitoring checkpoint established to ensure follow-up.
 - Adopt portfolio management processes and tools for organizing and managing programs, funds, and project files.
 - Track and control project schedules.
 - Establish program timelines, goals, metrics, and deliverables of services in accordance with project funding allocations and production goals specified by PRDOH.
 - Manage all designated construction, rehabilitation, and repair activities to include, but not limited to, cost analysis, inspections, construction progress, contractors' invoices review, and payment approvals, among others.
 - Manage all acquisition, demolition, and clearance activities in accordance with Uniform Relocation Act (URA), FEMA requirements, and procedures established by the PRDOH.
 - Manage program compliance requirements to include programmatic and financial reporting including, but not limited to, coordinating and preparing project and financial management reports with PRDOH designee for federal, state, and local government audits.
 - Prepare documentation requested by PRDOH appeals board as it may apply. Comply with any requests from the PRDOH appeals board.
 - Any other supporting functions or task necessary for proper project management.
- **Construction and Statutory Compliance**
 - Prepare, review, and approve change orders.
 - Set-up on-site visits and perform on-site monitoring interviews.
 - Hold construction/rehabilitation contractors and suppliers/installers accountable for warranty issues and oversee warranty calls to a firm.
 - Ensure that applicants are conforming to all applicable Uniform Relocation Act (URA) guidelines. If tenants are identified at any point in the process, a due-diligence must be performed to relocate the tenant, if required, and log appropriate actions into the system of record.
 - Any other task necessary to ensure construction and statutory compliance of the programs.
 - **Document Control and Management**
 - Store, archive, and retrieve physical documents and electronic images of all paper documents, applicant-related emails, correspondence, training material, and policies and procedures.
 - Establish and maintain protocols for physical file management to include, among other things, access to a file, tracking of location and possession of a file, and return of a file. This assumes that the Proposer will provide the necessary secure space and

storage equipment to perform such function. It also assumes that the Proposer will maintain soft copy backups of originals in their custody.

- Ensure all project information and documentation is available at all times in the PRDOH system of record.
 - Any systems, tools, or technology provided must meet PRDOH's Personal Identifiable Information requirements.
 - Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG-DR grants. At a minimum, the following records are required:
 - Records providing full description of each activity;
 - Records verifying that activity meets national and grant objectives;
 - Records related to demonstrating eligibility of activities;
 - Records required to document activity related to real property;
 - Records documenting compliance with Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Minority Business Enterprise, Women Business Enterprise, Section 3 of the Housing and Urban Development Act of 1968, fair housing and equal opportunity requirement;
 - Financial records and reports required by the Program; and
 - Records supporting any specific requirements of the Housing Programs or the CDBG-DR allocations.
 - Please note that the PRDOH will not pay for any work not documented in the PRDOH system of record.
 - Any other task necessary for the proper document control management.
- **Accounting and Reporting**
- Provide status reports on a regular basis to keep the PRDOH informed of progress.
 - As requested, meet with the PRDOH to discuss the status of the project, applicant concerns, and any other issues that may have arisen during the administration of the assigned Housing Programs.
 - Provide the PRDOH with project progress reports on demand, as well as access to the project management system for PRDOH to monitor the project.
 - Report on information that includes project activity deemed critical by the PRDOH.
 - Compile and review information necessary to prepare reports required under HUD regulations.
 - Account for and reconcile, (a) all federal funds requested and drawn from HUD and awarded to grant recipients, (b) all funds returned by applicants and their insurance companies (through the insurance subrogation process), (c) all funds deposited by applicants to reduce duplicative benefits potential award gap, and (d) all other funds returned by applicants.
 - Administer the collection and processing of insurance subrogation funds and funds provided by applicants to reduce duplicative benefits potential award gap. These funds will be reviewed and accounted for according to Program policies and procedures.
 - Reconcile with the PRDOH, on an established periodic basis, a complete inventory of all items furnished by the PRDOH, including items such as: equipment, furniture, computers, phones, laptops, network printers, network equipment, etc., if applicable.
 - Review and submit recommendations for approval of CDBG-DR funding requests if needed.
 - Review requests for payment from grantees and subrecipients for CDBG-DR awards. This will include review of all reimbursement of eligible costs as well as cost feasibility.

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- Any other task necessary to ensure proper accounting and reporting as related to the programs.
- **Applicant Relations**
 - Set up a local Program Manager Call Center to receive and handle calls forwarded from the CDBG-DR Call Center. The Program Manager will receive calls from the CDBG-DR Central Call Center with potential applicants for the Program Manager staff to guide them through the application process; collect eligibility requirements, duplication of benefits, and other documents; and to make sure that complaints are properly addressed all throughout the process.
 - The portfolio of applications will require the staff to provide program support for inquiries made by the applicants via phone, email, or online web submission.
 - Track all inquiries in the PRDOH system of records.
 - Coordinate outreach efforts, including call-out campaigns and letter campaigns as required by the PRDOH.
 - Provide written correspondence to all applicants to relay the status of their file at critical stages.
 - Provide applicant consultation services to applicants as required. This includes providing technical assistance to facilitate communication between applicant and work site personnel for timely completion of construction.
 - Respond to applicants within a 48-hour period from the time applicants make any requests.
 - Adhere to reasonable customer service standards established by PRDOH. This may include tasks such as sending mass texts to applicants whose applications may be on hold for any number of reasons.
 - Assist in the identification of vulnerable populations, develop and execute application intake strategies for specific geographies or applicant demographics.
 - Refer to PRDOH any inquiries or complaints from elected offices or high-profile organizations such as mayors, representatives, or senators, media, cabinet members, etc.
 - Document outreach efforts and outcomes.
 - Any other task necessary to ensure proper relations of the Program Manager with its assigned applicants.

Task 01: Complete Applications of the R3 Program

Per Unit Task

As related to the R3 Program the Program Manager shall be responsible for the collection of all required information related to eligibility and duplication of benefits analysis. Program Manager will be responsible for making recommendations for determinations as to eligibility and award amounts. These recommended determinations must be approved by PRDOH staff. The Program Manager will submit application packages, including all required documentation and the recommended determination, to the PRDOH for the corresponding eligibility and award amounts review and approval. The Program Manager is responsible for remedying deficiencies associated with the recommendation, as requested by PRDOH staff. This task shall include the following:

- **Intake**
 - Intake of applications for programs/projects. Take care, receive, and process all applicants referred by the CDBG-DR Call Center or Municipalities Offices and related to the assigned Housing Programs. Intake can be performed by the Program Manager at on-site or off-site locations for special events or for applicants with special needs. Intake will also be done using housing applications from a web-site or phone.

- Educate and guide the applicant through the requirements and timing.
 - Assist the applicant in the evaluation of his/her options.
 - Perform initial application screening and processing, including completeness review and threshold eligibility review.
 - Collect required documentation for the applicable program such as income documentation, proof of ownership, proof of primary residence, pre-disaster housing conditions and values, status of applicant's property taxes, mortgage, insurance, etc.
 - Interview applicants and collect all relevant information required to make a Benefit Determination and Verification, including Duplication of Benefits (DOB).
 - Evaluate documentation to be later submitted for PRDOH's determination of eligibility for CDBG-DR award based on program and federal requirements.
 - Request any additional information that may be required from the applicants.
 - Follow due-diligence processes established by PRDOH to provide opportunity for applicants to supply missing and supporting information.
 - Verify that information submitted by applicants is recorded in the PRDOH system of record; contact the applicant to resolve any missing or incomplete items.
 - Document communications with applicants regarding the status of their applications and subsequent related processes. All communication with applicants shall be recorded in the PRDOH system of record.
 - Any other task necessary to complete the intake process of applicants.
- **Eligibility**
- Confirm applicant ownership/title. Identify owners from recorded documents. Coordinate efforts for title clearance with Title Clearance Program representatives when necessary.
 - Review Uniform Relocation Act (URA) implications for each applicant.
 - Identify/verify applicant disabilities and need for accommodations.
 - Work with applicant, municipalities, taxing authorities, insurance companies, third-party inspectors, title companies, lenders, and other vendors to collect information to perform a complete eligibility verification of the applications.
 - Perform a review of all documents required from applicants and third parties and ensure that the provided documents are sufficient according to Program policies and procedures.
 - Work in coordination with PRDOH to maintain records and communications for detection and prevention of fraud, waste and abuse of federal funds.
 - Review receipts provided for previous work and calculate the preliminary amount of funding the applicant is eligible to receive. Determine reimbursement for materials and labor charges, if applicable.
 - Mail eligibility, ineligibility, withdrawal confirmation letters and any other required program notifications. Program Manager is responsible for the payment of any postage, certified mail, mail delivery, and expedited delivery, among others as needed.
 - Advise applicants who are deemed ineligible and inform them of the applicable appeals process.
 - Provide eligibility decision justification to appeals team.
 - Review all open application, eligibility award determination, and/or owner-occupant issues.
 - Document communications with applicants regarding the status of their applications and subsequent related processes.
 - Any other task necessary to complete the eligibility process of applicants.

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The PRDOH will only issue payments for completed applications that are deemed eligible by the PRDOH. No payment will be issued by the PRDOH to the Program Manager for applications deemed ineligible or for applications where the applicant withdraws from the assigned Programs or is found to be non-responsive to the assigned Programs. Also, Program Manager may be required to perform intake tasks outside of normal business hours to accommodate program needs (i.e. weekends or evenings).

Task 02: R3 Damage Assessments

Per Unit Task

As related to the R3 Program the Program Manager shall be responsible for the assessment of damages to homes and the development of a scope of work for their rehabilitation. Damages to homes must have been caused by Hurricanes Irma and/or María. Damage Assessments shall be performed after the PRDOH has deemed an applicant eligible for the R3 Program. Damage assessments must be certified by a licensed professional engineer or licensed architect in Puerto Rico. This task shall include the following:

▪ **Preparation**

- Coordinate with the applicant, the appraiser, and the environmental inspector, the date and time for the damage assessment to be conducted. The damage assessment, appraisal, and on-site environmental review should be conducted at the same date and time.
- Assign the inspection team that will conduct the damage assessment.
- Identify if the home to be assessed for damages is located in a flood plain or other flood-risk zone.
- Identify if there is any record of hazards in the soil or water on or near the home.
- Identify if the home has potential for lead based materials.
- Coordinate with the PRDOH's Environmental Consultants the environmental site visit to the home. Damage assessment and environmental site visits should be performed in parallel as to minimize disturbances to the applicants.
- Damage Assessments shall be performed by the Program Manager within a week from the time the PRDOH deems an applicant eligible. If Damage Assessment cannot be performed within the required timeframe, the Program Manager must document the reasons for not complying. PRDOH will only accept non-compliance with the established timeframe for reasons out of the control of the Program Manager.
- Any other task necessary to prepare for the Damage Assessment.

▪ **Damage Assessment**

- Assess the home's site elements and determine their conditions and damages. Home site elements may include (but is not limited to):
 - Site restrictions;
 - Site accessibility;
 - Drainage systems;
 - Site improvements such as: plantings, fences, lighting, paved areas, stairs, and retaining walls, among others;
 - Outbuildings; and
 - Yards and courts.
- Assess the home's exterior elements and determine their conditions and damages. Home exterior elements may include (but is not limited to):
 - Foundation walls and piers;

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- Exterior wall elements such as: wood elements, siding, shingles, stucco, brick or stone veneers, and exterior insulation and finish systems, among others;
 - Windows and doors;
 - Weather stripping;
 - Shutters;
 - Awnings;
 - Garage doors;
 - Decks, porches, and balconies;
 - Exterior railings and stairs;
 - Roof weatherproofing and covering including: asphalt shingles, wood shingles or shakes, metal roofing, cement shingles, built-up roofing, single-ply membranes, and roll roofing, among others;
 - Skylights;
 - Gutters and downspouts, as well as drainage issues;
 - Parapets and gables;
 - Lighting protection;
 - Electrical service entry including: overhead wires, electric meter, service entry conductor;
 - Water service entry including: curb valve, house service main, master shut-off valve, and water meter; and
 - Septic tanks.
- Assess the home's interior elements and determine their conditions and damages. Home interior elements may include (but is not limited to):
- Basement and crawl spaces;
 - Fungal and insect infestation;
 - Thermal insulation;
 - Structural, electrical, plumbing, and HVAC systems;
 - Walls and ceilings;
 - Floors;
 - Columns;
 - Interior doors;
 - Windows;
 - Closets;
 - Trim and finishes;
 - Convenience outlets and lighting;
 - HVAC sources;
 - Skylights;
 - Plumbing;
 - Tub and shower enclosures;
 - Ceramic tile;
 - Counters and cabinets;
 - Electrical service;
 - Storage spaces;
 - Stairs and hallways;
 - Smoke detectors;
 - Handrails and guardrails;
 - Laundries;
 - Roof trusses and joist spaces;
 - Main panelboard;
 - Branch circuits;

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- Water distribution piping;
- Equipment such as water heaters, plumbing components, water wells, pumps, gas supply components; air conditioning units and their components, among others.
- Review Tier 2 Environmental Questionnaire – Execute Tier 2 Questionnaire while on-site with the applicant.
- Quantify and document the value of work performed by the applicant at his/her home after the disaster that may result in a reduction to the applicant's duplication of benefits determination.
- Affirm home location on lot and gather GPS coordinates for home site to confirm flood zone designation.
- Complete any other surveys requested by the PRDOH while on-site with the applicant.
- Any other task necessary to complete the Damage Assessment.
- **Damage Assessment Report**
 - Prepare a detailed report on the condition of the home and damages identified during the damage assessment.
 - Include the total cost of the rehabilitation to bring the home within the Program parameters.
 - Include the quantification of the value of work performed by the applicant at his/her home after the disaster.
 - Include a detailed item-by-item take-off of the damages identified. For cost determination, take-offs shall be combined with standardized unit prices for each type of damage.
 - Include photographic evidence of the home's exterior including photos of the front, back, and sides. Include any additional photograph required to document the overall building structure and site.
 - Include photographic evidence of the damages identified during the damage assessment. Pictures must be of reasonable resolution to adequately discern the subject matter.
 - Include any conditions identified (engineering or otherwise) during the assessment that may not allow rehabilitation works to be performed at the home and, as such, may trigger reconstruction or relocation.
 - Ensure that the Damage Assessment Report is certified by a licensed professional engineer or licensed architect in Puerto Rico.
 - Include any other pertinent information to the Damage Assessment Report.
 - For damage assessment reports Program Managers are required to acquire, be proficient, and make use of Xactimate software for the damage assessment reports. Xactimate will be used throughout the R3 Program for consistency in line item pricing as well as damage assessment reports format. Costs associated with Xactimate product licenses are the responsibility of the Program Manager.
 - Program Managers must work with PRDOH to provide reports and line item data directly to the PRDOH system of record via Xactanalysis or other suitable alternatives.
 - Upload the report to the PRDOH system of record for review and approval of the PRDOH. Reports and data re to be uploaded in the format established by PRDOH.

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Damage Assessment Reports shall be submitted by the Program Manager within a 5-day period of the damage assessment on-site inspection. Otherwise, the Program Manager may be subject to liquidated damages as set forth in the Contract.

Task 03: R3 Program Award Coordination

Per Unit Task

As related to the R3 Program the Program Manager, once the PRDOH has made a final eligibility determination, shall be responsible for the coordination of the award benefits with the applicant and the PRDOH's construction/rehabilitation contractors. Award coordination shall be completed when a notice to proceed with repair, reconstruction, or new construction works is issued to the construction/rehabilitation contractors. This task shall include the following:

- **Environmental Coordination**
 - Broad review of Tier I for GIS based environmental criteria.
 - Review of all environmental package (performed by PRDOH's Environmental Consultant that includes Tier II, Lead-Based Paint and Asbestos Assessment) to evaluate its completeness and to identify significant environmental issues.
 - Issue written comments on any inaccuracies identified in the environmental package during the site inspections.
 - Ensure that mitigation element notes of environmental assessments are included in construction documents.
 - Prepare suggested "conditions approval" to be added to the final environmental assessment prior to approval by the PRDOH to ensure all information shared during review process.
 - Ensure appropriate permitting for environmental (including lead-based paint and floodplain), drainage, storm water pollution prevention plan, building and other necessary permits have been acquired.
 - Any other task necessary to ensure environmental compliance of the project.

- **Finalize Benefit Determination and Verification, Duplication of Benefits, and Scoping**
 - Perform final feasibility analysis – rehabilitate, reconstruct, or relocate
 - Verification of benefits available to applicants
 - Identify and prevention of any remaining DOB.
 - Complete DOB review, including review of owner investment, insurance, FEMA or other funds are available. DOB determination is subject to PRDOH review
 - Incorporate findings of the Damage Assessment performed to the applicant's total need.
 - Incorporate environmental mitigation requirements to applicant's total need (LBP, SHPO, Radon, Asbestos, mold, flood plains, etc.).
 - Incorporate elevation requirements to the applicant's total need, if required.
 - Develop work order – scope and price the feasibility decision incorporating all hard (construction, elevation, accessibility, remediation) and soft costs (surveys, site plans, elevation certification, permits).
 - Deduct scope for DOB adjustments when necessary, red line changes and document justification.
 - Perform final review of the work order and file. Send for final approval by PRDOH.
 - Prepare and mail/email the applicant's award letter, notate duplication of benefit findings, and offer appeal.
 - Any other task necessary to finalize the award to the applicant.

- **Coordination with Applicant**

- Inform the applicant about the award and provide him with guidance as to the next steps to be taken by the Program.
 - Ensure that the applicant is informed about the process, the works to be performed, and the conditions of the award prior to any work being performed. This information should be shared in-person, whenever feasible.
 - Obtain and upload to the PRDOH system of record all required documents, signed and/or notarized when necessary. Required documents include, but are not limited to, the subrogation agreement, the right of entry, the grant agreement, promissory note and lien, from the applicant. Record the grant agreement and lien with appropriate jurisdictional entity. Program Manager is responsible for providing notary services.
 - Escrow applicant funds – hold applicant funds for duplication of benefits reduction/cancellation, distribute to the builder at the first construction draw.
 - Coordinate with the applicant the date to start construction works and his relocation during construction.
 - URA relocation services to permanent current occupants, permanent vacated tenants and temporary relocation of tenants to be performed by the Program Manager, will include but are not limited to the following categories: 1) Intake – Information Gathering; 2) Eligibility calculation; 3) Relocation Advisory and Technical Assistance; 4) Assist in drafting/reviewing procedures, forms, etc.; and 5) File Closing.
 - Any other task necessary to ensure proper coordination of works with the applicant.
- **Coordination of Construction/Rehabilitation Contractor**
- Assign a PRDOH approved construction/rehabilitation contractor to the project. Prior to assigning the project, the Program Manager shall perform and have available an evaluation of performance and bonding availability of the contractors in order to make an informed decision. Evaluation may require coordination with other Program Managers.
 - Once selected, coordinate with the construction/rehabilitation contractor and the applicant regarding the design, permitting, specific scope of work, plans, and specifications required for the project.
 - Ensure the inspectors to conduct R3 Progress Inspections participate in construction-ready documents review process along with required reviews of plans and specifications where applicable, these responsibilities carrying over to the construction phase services.
 - Issue a notice to proceed with the works to the selected construction/rehabilitation contractor.
 - Coordinate, perform, and lead a pre-construction meeting with the participation of the construction/rehabilitation contractor, the applicant, and personnel from the Program Manager.
 - Any other task necessary to ensure proper coordination of works with the construction/rehabilitation contractor.
- **Coordination of Housing Counseling for Relocation**
- Refer applicant to Housing Counseling Agency in the appropriate geographic region.
 - Coordinate with assigned Housing Counseling Agency to transfer knowledge of any pertinent information as related to relocation, including, but not limited to: applicant relocation preferences, desired amenities in a replacement property/community, household composition, or accessibility needs of household members.

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- Perform review of all information and documentation submitted by the Housing Counseling Agency to ensure relocation efforts are properly documented in the PRDOH system of record.
- Any other tasks necessary to ensure provision of proper Housing Counseling services.

Task 04(A1): R3 Progress Inspections & Payment Request (by the PM) Per Unit Task

As related to the R3 Program the Program Manager shall be responsible for certifying work progress during rehabilitation or construction works by the Program. For this purpose, milestone inspections shall be conducted by the Program Manager at specific intervals of progress. Intervals of progress that require a milestone inspection and certification of works are determined by the PRDOH. All progress inspections and certifications shall be conducted and certified by a licensed professional engineer or licensed architect in Puerto Rico. This task shall include the following:

- **Coordination of R3 Progress Inspection**
 - Review documentation submitted by the construction/rehabilitation contractor in support of the requested progress inspection as to ensure that current project progress merits a progress inspection, including code compliance and project permits necessary up to the requested inspection. If documentation submitted by the construction/rehabilitation contractor does not merit a progress inspection, the Program Manager shall deny the progress inspection request to the construction/rehabilitation contractor and state the reasons as to why the progress inspection requested was denied.
 - If the project's progress warrants a progress inspection, coordinate the date and time for the progress inspection with the construction/rehabilitation contractor and the assigned inspector.
 - The assigned progress inspector shall be acquainted with the scope of work, plans, and specifications of the project to be inspected.
 - R3 Progress Inspections shall be performed within a 72-hour period from the time the construction/rehabilitation contractor requests the inspection.
 - Any other task necessary to properly coordinate the R3 Progress Inspection.
- **R3 Progress Inspection**
 - Visit the project site along with the construction/rehabilitation contractor and inspect works for overall progress and quality standards.
 - Assess compliance of the work performed with the project scope of work, plans, and specifications when applicable.
 - Take photographic evidence of the project's progress, paying special attention to items that will be later covered by other items of work.
 - Assess materials and/or equipment incorporated to the project by the construction/rehabilitation contractor and ensure that such materials and/or equipment are in compliance with the project's scope of work, plans, and specifications when applicable.
 - Any other task to ensure that a complete and thorough inspection is performed in the field.
- **Report on R3 Progress Inspection**
 - Prepare a detailed report on the progress and compliance of the work performed by the construction/rehabilitation contractor.
 - Include a brief narrative of the overall assessment of the project's progress.

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- Clearly indicate the overall result of the inspection (i.e. pass or fail).
 - Clearly indicate in the report the scope of work items completed by the construction/rehabilitation contractor.
 - Include photographic evidence that supports the project's progress.
 - Indicate in the report any non-compliance items identified during the progress inspection.
 - Ensure that the progress inspection report is certified by a licensed professional engineer or licensed architect.
 - Include any other information pertinent to the findings of the R3 Inspection.
 - Upload inspection reports to the system of record in a format directed by the PRDOH.
-
- **Review of R3 Progress Report, Contractor Invoice, and Statutory Compliance**
 - Collect all appropriate information and record documents to meet the standards set forth by the CDBG-DR and the PRODH at the onset of every project.
 - Provide assurance that all appropriate bonding and insurance requirements are in place.
 - Monitor and collect documentation to support Davis-Bacon Act requirements, when applicable.
 - Ensure that applications conform to all applicable Uniform Relocation Act (URA) guidelines. If tenants are identified at any point in the process, a due-diligence must be performed to relocate the tenant, if required, and log appropriate actions into the system of record.
 - Review the R3 Progress Report for compliance and overall completeness.
 - Submit the report to the PRDOH and the construction/rehabilitation contractor. This report shall become part of the construction/rehabilitation contractor's application for progress payment.
 - If required by federal, state, or local laws or regulations, submit the report to pertinent third-party regulatory entities such as OGPe.
 - Review and provide recommendation for approval of contractor's payment request.
 - Assist in the review and submittal of properly completed and compliant CDBG-DR funding requests to the PRDOH finance division.
 - Track construction expenditures of CDBG-DR funds.
 - If, final R3 Progress Inspection of works, complete performance evaluation of construction contractor at the completion of the project, whether it is rehabilitation, reconstruction, or relocation.
 - Any other task necessary to ensure compliance of the reports and the processing of payments to contractors.

Milestone Inspection Reports shall be completed and submitted to the PRDOH within a 3-day period of the actual on-site inspection being performed. Contractor Invoices shall be reviewed, and comments (if any) issued to the Contractor, within a 5-day period of the Program Manager receiving the draft invoice documents.

For those cases where a progress inspection is failed by the construction/rehabilitation contractor and the Program Manager needs to perform an additional R3 Progress Inspection the PRDOH will only pay 50% of the cost of a full R3 Progress Inspection. This is in consideration that the follow-up inspection will not have the same scope as the original inspection. For follow-up inspections the Program Manager only needs to inspect items that failed during the original inspections. The follow-up inspection report will be developed in such a way that it supplements the original R3

Progress Inspection report. PRDOH may deduct from the construction contractor's payment any Program Manager failed inspection cost.

Note: There are four (4) R3 Progress Inspections to be performed by the Program Manager. The milestones identified for R3 Progress Inspections are (a) demolition and forming of new foundation, (b) structure completion, (c) home finishes, and (d) final inspection after all punch list items identified at the home finishes inspection are completed. For reconstruction cases, the progress and compliance of the demolition portion of the project shall be assessed along with the progress and compliance of the new home's foundations. For relocation cases, the demolition of the storm-damaged home shall be the final inspection for the project.

Task 04(A2): R3 Progress Inspections & Payment Request (by Municipalities) Per Unit Task

For the R3 Program the PRDOH will provide local municipal governments with the option of conducting the R3 Progress Inspections. If a project is located within a participating municipal government's jurisdiction, the R3 Progress Inspection shall be conducted by staff to be contracted by the local municipal government. For these cases, the Program Manager shall only be responsible for coordinating the progress inspection between the construction/rehabilitation contractor and the local municipal government assigned inspector. The Program Manager shall also be responsible for reviewing the Progress Inspection Report submitted by the local municipal government. This task shall include:

- **Coordination of R3 Progress Inspection**
 - Review documentation submitted by the construction/rehabilitation contractor in support to the requested progress inspection as to ensure that current project progress merits a progress inspection, including code compliance and project permits necessary up to the requested inspection. If documentation submitted by the construction/rehabilitation contractor does not merit a progress inspection, the Program Manager shall deny the progress inspection request to the construction/rehabilitation contractor and state the reasons as to why the progress inspection requested was denied.
 - If the project's progress warrants a progress inspection, coordinate with the construction/rehabilitation contractor and the assigned local municipal government inspector the date and time for the progress inspection.
 - The assigned progress inspector shall be acquainted with the scope of work, plans, and specifications of the project to be inspected.
 - R3 Progress Inspections shall be performed within a 72-hour period from the time the construction/rehabilitation contractor requests the inspection.
 - Any other task necessary to properly coordinate the R3 Progress Inspection.
- **Review of R3 Progress Report, Contractor and Municipal Invoice, and Statutory Compliance**
 - Collect all appropriate information and record documents to meet the standards set forth by the CDBG-DR and the PRODH at the onset of every project.
 - Provide assurance that all appropriate bonding and insurance requirements are in place.
 - Monitor and collect documentation to support Davis-Bacon Act requirements, when applicable.
 - Ensure that applicants are conforming to all applicable Uniform Relocation Act (URA) guidelines. If tenants are identified at any point in the process, a due-diligence must

- be performed to relocate the tenant, if required, and log appropriate actions into the system of record.
- Review the R3 Progress Report for compliance and overall completeness.
 - Submit the report to the PRDOH and the construction/rehabilitation contractor. This report shall become part of the construction/rehabilitation contractor's application for progress payment.
 - If required by federal, state, or local laws or regulations, submit the report to pertinent third-party regulatory entities such as OGPe.
 - Review and provide recommendation for approval of contractor's payment request.
 - Review and provide recommendation for approval of pay requests for inspector services by participating municipalities.
 - Review and provide recommendation for approval of pay requests for services provided by participant municipalities, other than inspection services.
 - Assist in the review and submittal of properly completed and compliance CDBG-DR funding requests to the PRDOH finance division.
 - Track construction expenditures of CDBG-DR funds.
 - If, final R3 Progress Inspection of works, complete performance evaluation of construction contractor at the completion of the project, whether it is rehabilitation, reconstruction, or relocation.
 - Any other task necessary to ensure compliance of the reports and the processing of payments to contractors.

Contractor and Municipality Invoices shall be reviewed, and comments (if any) issued to the Contractor and Municipality, within a 5-day period of the Program Manager receiving the draft invoice documents.

Task 05: R3 Applications Closeout

Per Unit Task

For the R3 Program the Program Manager shall be responsible for the final closeout of applications once all work under an award is completed. This task shall include the following:

- Ensure that construction/rehabilitation contractors or installers/suppliers have completed all tasks required by the award to the applicant by PRDOH.
- Ensure that all payments for tasks performed as related to the applicant and his/her awards have been performed by the PRDOH.
- Ensure that all supporting documentation is included in the application file.
- Ensure that any permits obtained for the project, that require a closeout process, are diligently closed by the construction/rehabilitation contractor and the installers/suppliers as may be applicable.
- Ensure that all environmental activities were performed, and the all environmental permits are closed out.
- Ensure that a use permit was obtained by the construction/rehabilitation contractor for the work performed for the award, if applicable.
- Ensure that the applicant was able to obtain flood insurance, if applicable, after rehabilitation works are completed.
- Review project list for closeout operations.
- Ensure compliance with 2 CFR 200 Subpart F, 24 CFR 570.509, CPD Closeout Notices, and DR Closeout Process, as may be applicable to the application.
- Any other task necessary to ensure proper closeout of the R3 Application.

Task 06: R3 HQS Inspections

Per Unit Task

In relocation awards under the R3 Program applicants will have the option of purchasing an existing home to replace the storm damaged one. Program Manager will be responsible for inspecting such homes prior to program purchase for compliance with Housing Quality Standards. This task shall include the following:

- Scheduling the HQS inspection with seller within a week from the Program Manager being notified of the applicant's selection of a home.
- Coordinating an environmental assessment of the home with the PRDOH's Environmental Consulting firm and appraisal of the home.
- Inspect units, common areas, and exteriors to ascertain compliance with HUD's HQS.
- Document each inspection by completing an inspection report as approved by the PRDOH, and noting thereon when appropriate, information relating to the unit, deficiencies, and failures.
- Inform R3 applicants in writing, within five (5) days of the HQS inspection, as to the home's compliance with HQS.
- Ensure that all HQS inspections are certified by licensed professional engineer or architect in Puerto Rico.
- Any other activity required by HUD's or PRDOH's guidelines to ascertain HQS compliance.

If repairs are required to the unit to comply with HQS the Program Manager shall proceed with a damage assessment of the home to determine the scope of the work necessary to comply.

Additional Services (Allowance)

Per Unit Tasks

Specific cases may require the Program Manager to provide additional services to those stated above. For such services, the contract shall include an allowance and the Program Manager shall provide the PRDOH with unit pricing of the additional tasks to be performed. No additional task may be performed by the Program Manager without authorization of the PRDOH. Identified additional tasks are as follows:

▪ **Intake Centers**

The PRDOH may request the Program Manager to set up additional intake centers for the programs. These additional intake centers are separate from the Program Manager's regional office and must be requested by PRDOH. The PRDOH is contemplating to set up these intake centers at municipal offices, local government offices or at regional offices of the PRDOH. Regardless of the location determined by the PRDOH the Program Manager is expected to set-up requested intake offices and provide the necessary equipment for these offices to function. Intake centers will be paid by the PRDOH based on a per-office monthly lump sum amount. The Program Manager shall provide his proposed monthly lump sum amounts for the intake offices in the RFP Cost Form. Intake centers will be set-up at local municipal government offices or PRDOH regional offices. Therefore, it is not expected that the Program manager will have to incur in costs such as rent, utilities, etc. However, the Program Manager, for the intake centers, is expected to provide items such as furnishings and equipment for the centers (including such items as computers, printers, office materials, etc.). Program Manager will be responsible for the proper operation of the intake centers. Intake centers shall each have two (2) resources for the intake and processing of applications. The contract will include an allowance item from which, with the prior approval of the PRDOH, the Program Manager may be able to bill for the Intake Offices in operations for a specific period. At no time whatsoever may the Program Manager bill to the PRDOH over the total allowance amount included in the contract for Intake Offices. If additional funds are required for the allowance, then the proper

amendment to the contract shall be executed between the parties to allow for the additional budget.

▪ **Appraisal of Home Market Values**

Certain cases may require the appraisal of a home's current value. For such cases the Program Manager will be responsible for developing an opinion of market value. Such opinion shall be developed by analyzing such factors as utility, scarcity, desire, and effective purchasing power of the community. The analysis shall require the study of all value influences and may take the following approaches: the current cost of reproducing or replacing the home, minus an estimate for depreciation plus the value of land; the value indicated in recent sales of comparable properties in the market; and the value that the property's net earning power will support. Once the appraisal process is completed the Program Manager must submit the corresponding valuation report to the PRDOH for the specific case requested. This task shall also include any other task necessary to complete the appraisal of a home's fair market value. The contract will include an allowance item from which the Program Manager may be able to bill for the appraisal of home fair market values. At no time whatsoever may the Program Manager bill to the PRDOH over the total allowance amount included in the contract for Appraisal of Home Market Value. If additional funds are required for the allowance, then the proper amendment to the contract shall be executed between the parties to allow for the additional budget.

END OF SCOPE OF WORK



Compensation Schedule

Program Management Services
AECOM Technical Services, Inc.

Program Management & Administration Task (Maximum Per Month)

Position	Qty.	Hours/Month	Rate	Cost
Program Manager	1	200	\$ 122.89	\$ 24,578.00
Deputy Program Manager	1	200	\$ 107.17	\$ 21,434.00
Operations Manager	1	200	\$ 88.57	\$ 17,714.00
Regulatory Compliance Officer	1	200	\$ 50.34	\$ 10,068.00
Compliance Officer	1	200	\$ 37.90	\$ 7,580.00
Safety Officers	2	200	\$ 35.43	\$ 14,172.00
Special Inspectors	2	200	\$ 64.95	\$ 25,980.00
Sub-Total Monthly Cost				\$ 121,526.00
Overhead			182.500%	\$ 221,755.00
Profit			8.00%	\$ 27,462.00
Maximum Monthly Cost/PM				\$ 370,743.00
Services Total for 3 Years (36 Months) (1 PM)				\$ 13,346,748.00

R3 Applications Per Unit Tasks (Applications 1 to 1,000)

Task	Qty Applications	Units / Application	Unit Price	Total Cost
R3 Complete Applications	1,000	1	\$ 1,121.69	\$ 1,121,690.00
R3 Damage Assessments	1,000	1	\$ 578.32	\$ 578,320.00
R3 Award Coordination	1,000	1	\$ 688.51	\$ 688,510.00
R3 Progress Inspections & Payment Requests (by PM)	500	4	\$ 724.97	\$ 1,449,940.00
R3 Progress Inspections & Payment Requests (by Municipality)	500	4	\$ 419.15	\$ 838,300.00
R3 Application Closeout	1,000	1	\$ 125.12	\$ 125,120.00
				\$ 4,801,880.00

R3 Applications Per Unit Task (Application 1,001 to 3,000)

Task	Qty Applications	Units / Application	Unit Price	Total Cost
R3 Complete Applications	500	1	\$ 1,065.61	\$ 532,805.00
R3 Damage Assessments	500	1	\$ 549.40	\$ 274,700.00
R3 Award Coordination	500	1	\$ 654.09	\$ 327,045.00
R3 Progress Inspections & Payment Requests (by PM)	250	4	\$ 688.72	\$ 688,720.00
R3 Progress Inspections & Payment Requests (by Municipality)	250	4	\$ 398.20	\$ 398,200.00
R3 Application Closeout	500	1	\$ 118.87	\$ 59,435.00
				\$ 2,280,905.00

R3 Applications Per Unit Task (Applications >3,000)

Task	Qty Applications	Units / Application	Unit Price	Total Cost
R3 Complete Applications	0	1	\$ 1,012.33	\$ -
R3 Damage Assessments	0	1	\$ 521.93	\$ -
R3 Award Coordination	0	1	\$ 621.38	\$ -
R3 Progress Inspections & Payment Requests (by PM)	0	4	\$ 654.28	\$ -
R3 Progress Inspections & Payment Requests (by Municipality)	0	4	\$ 378.29	\$ -
R3 Application Closeout	0	1	\$ 112.92	\$ -
				\$ -

Other Tasks

Task	Quantity	Unit Price	Total Cost
R3 HQS Inspections	500	\$ 500.18	\$ 250,090.00
Appraisal of Home Market Value	1,200	\$ 525.00	\$ 630,000.00
Intake Centers	360	\$ 2,987.00	\$ 1,075,320.00
			\$ 1,955,410.00

Total Contract Amount: \$ 22,384,943.00

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GOVERNMENT OF PUERTO RICO
Department of Housing

*DV-OSPA-78-5

ATTACHMENT 5
OSPA
Request for Proposals
Program Management Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

DEPARTAMENTO DE LA VIVIENDA
SECRETARIA AUXILIAR PARA ASUNTOS LEGALES
SECCIÓN DE SEGUROS

CONDICIONES ESPECIALES SOBRE SEGUROS Y/O FIANZAS

CONTRATO DE SERVICIOS PROFESIONALES

NÚMERO DE LICITACIÓN: _____

ATENCIÓN A TODOS LOS LICITADORES Y SUS CORREDORES DE SEGUROS

A. Invitación a Licitador Condiciones Especiales de Seguros y Fianzas

Antes de comenzar su trabajo o de recibir una notificación para proceder con el mismo, o que se le permita comenzar a trabajar, el licitador agraciado debe someter a la **Autoridad de Vivienda Local* (Departamento de la Vivienda de Puerto Rico y Administración de Vivienda Pública)** según sea el caso, en adelante la "AVL" en original o dos (2) copias certificadas de las pólizas de seguros y/o fianzas mencionadas a continuación, incluyendo todos los endosos y acuerdos según convenidos y requeridos bajo estas condiciones contractuales especiales, conforme a la siguiente lista de cotejo bajo los artículos marcados con una (X):

- (X) 1. **PÓLIZA DE SEGURO DE COMPENSACIÓN LABORAL DEL FONDO DEL SEGURO DEL ESTADO**

Conforme a la Ley de Compensaciones por Accidentes del Trabajo Núm. 45, para facilitar su adquisición, la "AVL" le proveerá al licitador exitoso una carta dirigida al Fondo del Seguro del Estado.

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2. **RESPONSABILIDAD GENERAL COMERCIAL**

CUBIERTAS		LIMITES
I.	Commercial General Liability:	\$1,000,000.00
	• General Agregate	\$2,000,000.00
	• Products & Complete Operations	\$1,000,000.00
	• Personal Injury & Advertising	\$1,000,000.00
	• Each Occurrence	\$1,000,000.00
	• Fire Damage	\$100,000.00 (Any one Fire)
	• Medical Expense	\$10,000 (Any one person)
II.	Employer's Liability Stop Gap:	
	• Bodily Injury by Accident Each Employee	\$1,000,000.00
	Each Accident	\$1,000,000.00
	• Bodily Injury by Disease Each Employee	\$1,000,000.00
	Each Accident	\$1,000,000.00
III.	Personal Property under care, custody and control:	\$1,000,000.00
IV.	Garage Liability and Garage Keepers – Legal Liability Forms	\$1,000,000.00 (occ.agg)

() k. OTRO: _____

3. **CUBIERTA DE CRIMEN:**

CUBIERTAS REQUERIDAS	
I.	Employee Dishonesty:
	• Limit - \$250,000 Per Occurrence
	• Deductible \$2,500 Per Occurrence
II.	Forgery & Alteration Form:
	• Limit - \$250,000 Per Occurrence
	• Deductible \$2,500 Per Occurrence
III.	Theft, Dissappearance & Destruction (Inside/Outside):
	• Limit \$100,000 Per Occurrence
	• Deductible \$1,000 Per Occurrence
IV.	Computer Fraud:
	• Limit \$100,000 Per Occurrence
	• Deductible \$1,000 Per Occurrence

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4. RESPONSABILIDAD COMPRENSIVA DE AUTOMÓVIL COMERCIAL

LIMITES
<ul style="list-style-type: none">• Auto Liability - \$500,000.00• Physical Damages - \$500,000.00• Medical Payments - \$5,000.00
La cubierta de Auto Comercial debe aplicarse a los siguientes símbolos:
<ul style="list-style-type: none">• Liability Coverage - 1• Physical Damages - 2 and 8• Hired - Borrowed Auto - 8• Non-Owned Auto Liability - 9

h. OTRO: _____

5. POLIZA PROFESSIONAL LIABILITY

a. Riesgo, interés, localización y límites

i. Descripción del trabajo a realizarse

ii. LÍMITES:

Cada reclamación U.S. \$5,000,000.00
Agregado U.S. \$1,000,000.00
Deducible U.S. \$ 5,000.00

iii. Certificación de que el contrato de seguros ha sido otorgado como cubierta de líneas e excedentes con arreglo al Código de Seguros del E.L.A.

e. OTRO: _____

6. UMBRELLA

Limite - \$10,000,000.00

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7. CYBER LIABILITY

Limite - \$3,000,000.00

8. LAS POLIZAS A OBTENERSE DEBERAN CONTENER LOS SIGUIENTES ENDOSOS INCLUYENDO COMO ASEGURADOS ADICIONALES AL "AVL" Y AL GOBIERNO PUERTO RICO:

- a. Breach of warranty
- b. Waiver and / or Release of Subrogation
- c. Additional Insured Clause
- d. Hold Harmless Agreement
- e. 90 Days Cancellation Clause

B. EVIDENCIA DE COBERTURA DE SEGURO DE CADA SUB-CONTRATISTA A SOMETERSE POR EL LICITADOR AGRACIADO COMO CONTRATISTA PRINCIPAL:

El licitador agraciado como Contratista Principal tiene el deber, de exigir de cada uno de los sub-contratistas o sub-sub-contratistas, mantengan vigentes todas las pólizas de seguros y/o fianzas necesarias para cubrir su participación individual en el riesgo o riesgos relacionados con el trabajo sub-contratado o el servicio a prestarse.

Por lo tanto, recalcamos, que antes de comenzar a trabajar o de recibir una notificación escrita de proceder con dicho trabajo o de que se le autorice a comenzar el trabajo, el licitador agraciado como Contratista Principal tiene la responsabilidad de proveerle a la "AVL" evidencia a los efectos de que todos los seguros y/o fianzas requeridos bajo las condiciones especiales o requeridos bajo el sub-contrato a cada uno de los sub-contratistas o sub-sub-contratistas, están vigentes y debidamente aprobados por la Sección de Seguros de la "AVL".

Todas las pólizas de seguros se mantendrán vigentes durante el periodo contractual completo, de modo que con cualquier enmienda que resulte en la alteración de la fecha original de terminación del proyecto o de su costo total original, el Contratista principal tomara las medidas necesarias para solicitar del asegurador que incluya dichos cambios en todas las pólizas de

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seguros y/o fianzas relacionadas y someter evidencia mediante los endosos apropiados con las fechas de vigencia. Las cancelaciones sin consentimiento no son aceptadas.

La "AVL" reserva el derecho de parar cualquier trabajo o servicio bajo control hasta que la infracción a estos requisitos se haya subsanado, de modo que cualquier retraso en el cumplimiento del contrato basado en cualquier incumplimiento con los requisitos de cobertura del seguro se considerara de la exclusiva responsabilidad del Contratista Principal.

- C. Las compañías aseguradoras al emitir las pólizas y las fianzas deben estar autorizada para hacer negocios en Puerto Rico, tener una sólida reputación económica estar clasificadas como "A" por el "Best Key Rating Guide" y/o ser aceptadas por la agencia contratante a través de la Sección de Seguros.
- D. El contratista antes de comenzar los trabajos, o de recibir comunicación escrita para proceder, o que le sea permitido empezar a trabajar deberá someter a la agencia contratante para revisión, aprobación y certificación por la Sección de Seguros, original o copia certificada de cada una de las pólizas y/o fianzas mencionadas incluyendo todos los endosos y acuerdos según lo requerido y acordado bajo las Condiciones Contractuales Especiales de Seguros según se describe en este anejo.

E. CERTIFICACION

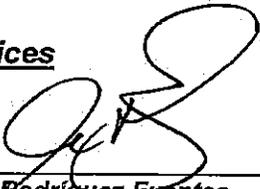
Por todo lo cual, certificamos, que según nuestro mejor conocimiento y a nuestro mejor entender, hemos preparado las "Condiciones Especiales de Seguros y Fianzas" mencionadas anteriormente, luego de la evaluación adecuada de los riesgos relacionados, en base a la información sobre la naturaleza y la descripción del proyecto que nos fue sometida a petición del Programa Contratante mediante solicitud escrita.

NÚMERO DE LICITACIÓN:

DESCRIPCIÓN COMPLETA DEL SERVICIO:

Program Management Services

Sept-6-18
FECHA



Arlyn Rodríguez Fuentes
Sección de Seguros
Secretaría para Asuntos Legales
arodriguez@vivienda.pr.gov
(787) 274-2527 x6311

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HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:**1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available

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thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507, when applicable.

5. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

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11. SECTION 504 OF THE REHABILITATION ACT OF 1973

The CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

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The CONTRACTOR agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

12. AGE DISCRIMINATION ACT OF 1975

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

When subcontracting, the CONTRACTOR shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal

- product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The CONTRACTOR represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

The CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

20. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the

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CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

**22. TERMINATION FOR CONVENIENCE
(Applicable to contracts exceeding \$10,000)**

The PRDOH may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

**23. SECTION 503 OF THE REHABILITATION ACT OF 1973
(Applicable to contracts exceeding \$10,000)**

The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.

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- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this

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Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

25. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding \$10,000)

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will

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forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

27. ANTI-LOBBYING
(Applicable to contracts exceeding \$100,000)

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By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an 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 contract, 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.
- 2) 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 CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The CONTRACTOR 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 agreements) 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)



The CONTRACTOR shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the CONTRACTOR shall comply with the following minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the



bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.

- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

(As required by applicable thresholds)

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate

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action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

35. WITHHOLDING OF WAGES



If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the PRDOH may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the PRDOH for the latter's decision, which shall be final with respect thereto.

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The CONTRACTOR agrees to 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 a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

39. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

40. INTEREST OF CONTRACTOR

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

41. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

43. FLOOD DISASTER PROTECTION ACT OF 1973

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

44. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

45. VALUE ENGINEERING

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 C.F.R. § 200.318.(g).