

CONTRACT FOR SERVICES

THIS AGREEMENT, is made and entered into on June 19, 2014 (“Effective Date”) between Capital Access with offices located at 325 Chestnut Street, Suite 917, Philadelphia, PA 19106 (“Contractor”), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 (“HTFC”). Each of the foregoing are referred to individually herein as a “Party” and collectively the “Parties.”

WITNESSETH:

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

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

WHEREAS, HTFC is authorized to administer CDBG-DR funds in the State;

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

WHEREAS, the Contractor is engaged in the business of providing the types of services set out in the Scope of Services of this Agreement;

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

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

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

STIPULATED AND AGREED as follows:

1. General Obligations of the Contractor.

(a) This Agreement incorporates by reference as if set forth herein the Contractor's proposal dated June 10, 2014 and any subsequently submitted documents, communications and representations ("Proposal Documents") utilized by HTFC/GOSR in evaluating the Contractor for award of this Agreement.

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

(c) The Contractor shall thoroughly familiarize itself with the nature and scope of the Scope of Services under this Agreement and with matters which may affect this Scope of Services, including the Law governing the Scope of Services and this Agreement. "Law" means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, required permits and licenses, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including the regulations governing CDBG-DR funds and the requirements for contracting with the State of New York. Some, but not all, of the requirements are incorporated by references in Appendix I – III. Any failure by the Contractor to thoroughly familiarize itself with and understand such matters shall not relieve the Contractor of its obligations under this Agreement or any Task Order hereunder.

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

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

2. General Obligations of HTFC/GOSR.

(a) HTFC agrees to compensate the Contractor for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the cognizant Task Order and at the rates established in Exhibit B (also referred to herein as the "Fee Schedule"). Contractor agrees that in no event will HTFC pay the Contractor more than 4,500,000 ("Total Fee") for the Services under all Task Orders under this Agreement. The Contractor under no circumstances shall exceed the Total Fee without a properly and fully executed modification placed against this Agreement. HTFC will not be obligated to remit payment to the Contractor for any fees or expenses (including termination costs and travel expenses) if to do so would exceed the Total Fee, and the Contractor shall not be obligated to continue performance if to do so would cause the Contractor's fees to exceed the Total Fee, unless and until the Parties properly and fully execute a modification against this Agreement.

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

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

3. Task Order Contract. All Services and compensation shall be obligated pursuant to a Task Order, which shall include: 1) a Statement of Work that will set forth the specific Services and quantity of such Services; and 2) the compensation and payment schedule of such compensation based upon the fees set forth in the Fee Schedule at Exhibit B.

4. Period of Agreement. This Agreement shall commence as of the Effective Date and shall terminate two (2) years from the Effective Date. Any extension of this Agreement shall be mutually agreed to by the Parties in writing through a modification to the Agreement, as provided for in Appendix II. If the Agreement is not modified, unless otherwise instructed by HTFC, by the end of the period of the Agreement, Contractor shall deliver any and all Property belonging to HTFC to a location designated by HTFC/GOSR. In addition, the Contractor, at no additional cost, shall: (a) cooperate fully at the direction of HTFC/GOSR in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services.

For the purposes of this provision, "Property" means all tangible and real property owned or leased by HTFC. HTFC property includes both HTFC/GOSR-furnished and Contractor-acquired property. HTFC property includes material, equipment, special tooling, special test equipment, and real property. Intellectual property shall be governed by Appendix I, Article 8.

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

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

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

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

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

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

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

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

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

7. Payment Process and Accounting Procedures.

- (a) Payment for all Services shall be made in United States currency.
- (b) Payment will be made upon receipt of an accurate and complete invoice from the Contractor for Services rendered, in conformance with the Task Order's payment schedule.
- (c) HTFC/GOSR reserves the right to refuse payment on any portion thereof, until such portion is acceptably presented.
- (d) Except as may be specifically provided in the Task Order, the Contractor is solely responsible for all the Contractor's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.
- (e) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized by HTFC) to

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

An invoice must include—

- i. Name and address of the Contractor;
- ii. Invoice date and number;
- iii. Task Order number;

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

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

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

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

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

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

8. Termination of Agreement.

(a) Termination for Cause. If, through any cause the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, HTFC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days

before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the HTFC, become HTFC's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to HTFC for damages sustained by HTFC by virtue of any breach of the Agreement by the Contractor, and HTFC may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due HTFC from the Contractor is determined.

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

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

9. Supervision of Services.

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

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

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

10. Audit and Inspection Rights. HTFC's/GOSR's access to records, audit and inspection rights are subject to the provisions set forth in Appendices I and II. Notwithstanding the time

periods set forth therein, Contractor shall maintain all records connected with this Agreement for a period of at least six (6) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later.

11. Indemnity & Insurance.

(a) Indemnity: Contractor shall and hereby agrees to hold harmless, defend (with counsel acceptable to HTFC) and indemnify HTFC and each and all of its successors, affiliates, or assigns, and any of any of their employees, officers, directors, attorneys, consultants, agents, directors, officers, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of Contractor in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of Contractor to indemnify and reimburse HTFC for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in HTFC's enforcement of this Agreement or any portion thereof against Contractor or otherwise arising in connection with Contractor's breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

(b) Insurance: Contractor shall procure and maintain without interruption, at its sole cost and expense, insurance of the type, and with limits and deductibles, as follows:

- i. Commercial General Liability Insurance. Providing both bodily injury (including death) and property damage insurance in a limit not less than Two Million Dollars (\$2,000,000) aggregate and One Million Dollars (\$1,000,000) per occurrence. Such insurance is to be written on an occurrence basis. HTFC shall be named as an additional insured.
- ii. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.

- iii. Worker's Compensation. Covering employers' liability and disability benefits as required by the State of New York.
- iv. Excess Liability Insurance. Not less than Eight Million Dollars (\$8,000,000).

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

12. Assignment and Subcontracting.

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

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

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

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

13. Compliance with Law.

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

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

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

14. Miscellaneous Provisions.

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

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

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

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

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

representatives signing this Agreement, have the authority to execute this Agreement on behalf of the Contractor and to bind the Contractor to its contractual obligations hereunder.

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

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

(i) if to the CONTRACTOR, as follows:

Capital Access
Attn: Jeremey Newberg
325 Chestnut Street
Philadelphia, PA 19106



and (ii) if to HTFC, to the attention of and at the following address:

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



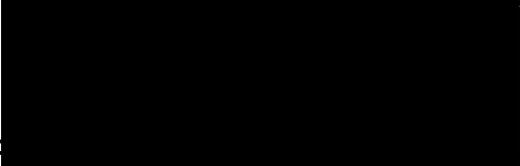
(g) **Order of Precedence.** This Agreement and all attachments and exhibits hereto, and all referenced documents, constitute the entire agreement between the Parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly

incorporated herein. The provisions of this Agreement and the accompanying document shall be construed and interpreted as consistent whenever possible. Unless otherwise stated elsewhere in this Agreement, any conflicts in this Agreement and the accompanying documents shall be resolved in accordance with the following descending order of precedence:

- i. Appendix I – HUD General Provisions
- ii. Appendix II – Standard Clause for all HTFC Contracts
- iii. Appendix III – Diversity Forms
- iv. Appendix IV – Construction Related Terms and Forms (if applicable)
- v. The applicable Task Order
- vi. This Agreement
- vii. Exhibit A – Scope of Services
- viii. Exhibit B – Fee Schedule
- ix. Proposal Documents
- x. Exhibit C – Designation of Depository for Direct Deposit of HTFC Funds
- xi. Exhibit E – Additional Insurance Requirements

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

Capital Access 

By: 

Name: *Jeremy Newberg*

Title: *CEO*

Date: *7/9/14*

HOUSING TRUST FUND CORPORATION

By: 

Name: *Seth Diamond*

Title: *Program Director*

Date:

EXHIBIT A
SCOPE OF SERVICES

Exhibit A



CAPITAL ACCESS



Vision • Strategy • Implementation



GOVERNOR'S OFFICE OF STORM RECOVERY



Production Plan for Capital Access-TDA Team NYS Acquisition for Redevelopment

Updated June 23, 2014

I. INTRODUCTION

The following Production Plan will serve as the guide for the work to be completed by the Capital Access and TDA Team (CA Team) for "Task Order #1: Start Up and Mobilization of New York State Acquisition for Redevelopment program in New York City (NYS AfR)." The CA Team proposes Task Order # 1 to begin on June 15 and end of October 15, 2014 or 14 weeks. Capital Access will provide regular performance reports on accomplishments, deliverables, and rate of the contract spend. The cadence and form of reporting will be agreed upon between Capital Access and the State. We propose work under Task Order #1 to focus on:

- A. Quantify the Universe of Applicants
- B. Revise, Draft and/or Finalize Management System Documents
- C. Facilitate Functionality of Management Information Systems for AfR
- D. Generate Production and Operations Reporting Dashboard
- E. Process and Quality Control of First Cohort of Eligible Applicants
- F. Hire and Train New Staff
- G. Coordinate Program Management Functions with Other Vendors
- H. Assess needs and coordinate BIB center staging and operations for AfR caseworker staff
- I. Develop Scope and Budget for Unit Based Pricing for Task Order#2: Case Management Operations

II. PRODUCTION PLAN

A. Quantify the Universe of Applicants

1. Assessment of Potentially Eligible and AfR Applicants

Goal:	Identify the number of eligible and interested NYC applicants for AfR to better understand potential pipeline and budget required.
Method:	Review and refine NYC CMS data to identify potential and eligible applicants.
Measurement & Reporting:	# Eligible applicants by priority # Interested applicants that applied or rejected # Interested applicant status and needs # Potentially eligible requiring outreach: <ul style="list-style-type: none"> • Eligible but no ORM • Eligibility undetermined due to incomplete application # URA Required
Resources Required	Access to CMS and NYC BiB staff Accepted SOPs for reviewing NYC applicant information and eligibility vs NYS

B. Revise, Draft and/or Finalize System Documents

1. Update and Develop Process Maps and Standard Operating Procedures for AfR

Goal:	Refine or produce Process Maps and Standard Operating Procedures (SOP) for all aspects of the AfR program for NYC.
Method:	Meet and coordinate with NYS GOSR, NYC BiB, and other vendors to review existing process, policies and SOPs. Research and draft as necessary via Microsoft Word, Visio, PDF.
Resources Required	Coordination with NYS GOSR, NYC BiB, and other vendor staff for access to current program design and implementation methods.

2. Develop and Revise Necessary Document Templates for NYS AfR as Needed

Goal:	Documents and templates are user-friendly for applicants and sufficient for production and operations reports.
Method:	Draft as necessary via Microsoft Word, Visio, PDF. Pilot modifications in field and make adjustments as necessary. Incorporate templates into IntelliGrants.
Measurement & Reporting:	Document issues status and approval tracked in IntelliGrants.
Resources Required	Current SOPs and documents. Observation of applicant process in the field. Access to IntelliGrants.



C. IntelliGrants and Reporting Systems**1. Assist with Business Requirements Modifications for NYC BiB AfR Functionality in IntelliGrants**

Goal:	Facilitate NYC BiB operations for NYSAfR, applicant tracking and production reporting into IntelliGrants.
Method:	Coordinate with NYS GOSR, NYC BiB, and other vendor staff for access to current program design and implementation methods. Review existing and/or develop business requirements through process mapping.
Measurement & Reporting:	# BiB applicants potentially eligible for NYSAfR # of AfR applicants at each step of the process
Resources Required	Access to IntelliGrants Existing NYSAfR business requirements Key IntelliGrants and State personnel to work through process mapping

2. Assist with Business Requirements Modifications for URA Functionality in IntelliGrants

Goal:	Finalize IntelliGrants URA functionality
Method:	Coordination with NYS GOSR and other vendors.
Measurement & Reporting:	# URA applications processed through IntelliGrants
Resources Required:	Access to CMS, BiB Centers and files Access to IntelliGrants Existing NYSAfR and URA business requirements Key IntelliGrants, NYS GOSR, NYC BiB and other vendor staff

3. Coordinate Reporting Templates with NYS GOSR and Other Vendors

Goal:	IntelliGrants report across vendor managed buyout programs that provides production and operation progress.
Method:	Coordination with NYS GOSR and other vendors.
Measurement & Reporting:	Measurable data points TBD
Resources Required:	Access to current production reports Access to IntelliGrants and CMS

4. Process for Migration of Data from CMS into IntelliGrants for NYS AfR

Goal:	Simplest and most cost effective means to share CMS intake data with IntelliGrants AfR production and operations reporting.
Method:	Coordination with NYS GOSR and other vendors.
Measurement & Reporting:	Production and operations reports from CMS and IntelliGrants align.
Resources Required	Access to current production reports Access to IntelliGrants and CMS



D. Applicant Processing and Quality Control**1. Review and Process Applications of the First Applicants**

Goal:	Review, contact and complete next step in process for BiB applicants selecting AfR.
Method:	Review CMS and BiB file information Update progress in IntelliGrants and/or CMS
Measurement & Reporting:	Ability to track production and progress of preliminary applicants seeking AfR in IntelliGrants and CMS.
Resources Required:	Access to CMS and IntelliGrants Access to Option Review files and BiB Centers Approved SOPs

2. Complete Eligibility and Duplication of Benefits (DOB) Reviews for the First Applicants

Goal:	Review, contact, complete eligibility and DOB to move applicants to the next step in process for each BiB applicant selecting AfR.
Method:	Determine eligibility and DOB using IntelliGrants system.
Measurement & Reporting:	# Applicants processed and ready for next steps in NY State processing.
Resources Required	Access to IntelliGrants Access to CMS Approved SOPs

3. Assess and Address URA Compliance Needs of First Applicants

Goal:	Identify applicants requiring URA compliance and proceed with URA requirements to get to next steps in NY State processing/ settlement.
Method:	Address and follow-up based on need discovered by Case Workers and/or Eligibility team. Review CMS and paper files of application regarding tenants and/ or URA.
Measurement & Reporting:	# applicants requiring URA Other data points TBD
Resources Required	Access to IntelliGrants Approved URA SOP

4. Pilot the First Settlements for AfR Applicants.

Goal:	Develop best practices for AfR settlement and refined process.
Method:	Coordination of parties to get pilot group of applicants to settlement.
Measurement & Reporting:	# AfR applicants settlement pilots
Resources Required	Approved SOP for Settlement Access to IntelliGrants and CMS



E. Training and Hiring

1. Interview, Hire and Train New Staff

Goal:	Implementation of AfR program fully supported and TBD positions filled including: Case Workers, Settlement and onsite Processors, QC staff, Policy Analyst, Contract Admin Assistant, and other TBD positions as required
Method:	Utilizing Grace Institute and other Section 3 outreach methods Conduct interviews with center managers present for TBD operations staff.
Measurement & Reporting:	# of staff interviewed # staff hired # staff trained
Resources Required	Potential # of AfR applicants to be processed identified

2. Training, Materials and Weekly Updates for NYS AfR staff

Goal:	Staff up to date and trained on the AfR program and venue to address questions, areas of concern and provide updates to increase production.
Method:	Depending on the material training may be held at each site or via web based screen sharing and conference call. Formal training of AfR Program for implementation of program and weekly updates will be provided that include: <ul style="list-style-type: none"> • Production updates • Any revisions to SOP • Talking points and new procedures • IntelliGrants data entry • New forms or tools • Common issues that may arise
Measurement & Reporting:	# Applicants processed and ready for next steps in NY State processing.
Resources Required	www.joinme.com account, landline telephone, polycom speakerphone, projectors, projection screen, finalization of SOPs, document templates and tools, FAQs.

F. BIB Center Operations

1. Coordinate BIB Center Staging and Operations for AfR Case Work Staff

Goal:	BIB Centers staged, staffed and fully operational to support caseworker engagement of AfR applicants
Method:	Assess and negotiate appropriate space for apx. 3-5+ AfR work station depending on anticipated production pipeline and timing needs. Facilitate order approval and coordination for equipment leasing, data systems and supplies to support caseworker activity.
Measurement & Reporting:	Equipment leased or purchased as appropriate, IT and phone access and systems in place, workstations fully supplied and functional
Resources Required	NYC BIB support and approval for designated space layout GOSR approval and support for IT, phone, equipment and supplies



	Coordination with other Vendors Remote AfR file access (CMS, IntelliGrants)
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G. Scope and UNIT PRICING Budget for Task Order #2

1. Case Management Operations

Goal:	Scope and Unit Based Pricing budget for ongoing AfR case management operations
Method:	Based on Start-up task and initial operations, develop revised monthly budget and staffing model to accommodate 1-2years standard case worker and operations support that is time and cost appropriate for determined BIB pipeline needs
Measurement & Reporting:	Scope and budget for Task Order #2 to support full scale operations
Resources Required	Final Approved SOPs and Document Templates IT System (IntelliGrants) access and functionality Coordination with other Vendors Sufficient operational AfR stations at BIB Centers

III. NEW YORK CITY BUILD IT BACK PROGRAM BACKGROUND

The NYC BIB Program processes preliminary applications and appraisals for NYS AfR applicants across three of its centers located at:

- Breezy Point aka "Ft. Tilden", 415 State Rd
- Coney Island, NYC Human Resources Administration Center, 3050 West 21st St
- Staten Island East Shore aka "KIA", 1976 Hylan Blvd

NYC BIB Centers and program staff are available to conduct review meetings with applicants six (6) days a week whereby BIB Recovery Center workers meet with applicants from 8 am to 8 pm Monday to Friday and 10 am to 2 pm on Saturdays.

The NYC BIB program uses its proprietary Customer Management System (CMS), for production and applicant case management data tracking. Some of CA Team staff is experienced with navigating the various application and program pathway documents included in CMS. We will deploy operations staff and train additional professional staff in reviewing CMS data to obtain information available to date. Staff will work with NYC Housing Recovery Office CMS staff to coordinate current production reporting needs and facilitate data transfer into the IntelliGrants system when ready.

IV. CA TEAM STAFFING AND START-UP

The first three months of CA Team operations requires a concentration and overlap of senior staff attention, new center operations investments and local staff hires which makes it the more costly quarter of an anticipated ongoing year of production. The CA Team anticipates that senior staff time needs will be reduced after local case workers and staff hires are on board and trained. The CA Team budget provides sufficient staff for development of program design



and on-site capacity for a full scale operation with start of local hires starting as full production volume needs are better understood.

Depending on production and needs analysis in the first month, significant hiring of local staff and support may not be needed and operations costs may drop significantly going forward. While the proposed quality control and verification process will serve all applications at any given point during the approval and settlement process is needed to start, depending on volume, previously proposed staff positions such as on-site quality control or verification experts may be conducted remotely and with a reduced number of hours.

CA Team Policy, Production and/or Operations Staff will coordinate time with Moss Cape and ProSource staff at their centers to observe and learn how current program is being implemented for appraisal review, offer packages, title clearance and closing procedures. This is to ensure SOPs and IntelliGrants system implementation and updates are consistent. These staff will also coordinate time to assess and serve NYC BiB Center needs.

The CA Team is budgeting for Operations staff to be available at BiB Centers. They will respond to AfR program questions when NYC BiB and potential AfR applicants are meeting onsite to review options or next steps such as AfR appraisal results. They will also be in charge of setting up each center's equipment and station needs. They will support and communicate with BiB staff any QC and Verification team need for access to information available at the Centers.

For executive, policy and production staffing we anticipate full time hours and some weekend coordination and operation staff support hours. CA Team Operation staff will provide interim case worker roles during the first 60days to pilot and identify program policy, production and training needs and materials.

CA Team hiring and on-site staffing for QC and Verification needs will be scaled as the NYC BiB production pipeline indicates and NYS GOSR staff approves as necessary. CA estimates the need to hire and train local case worker staff for the center hours and caseloads will not exceed more than a total of (6-8) case workers to process an estimated 200 applications for BiB AfR candidates. The CA Team will provide professional staff in the beginning months until this role is fully developed and ready to be trained.

This approach will be more cost effective long term rather than adding more senior staff to cover hours and caseloads as production progresses and increases. If program production volume is less than anticipated, CA Team will delay any local hires and may propose completing with existing operations management and staff capacity. CA Team production model currently anticipates achieving an ongoing average case load of 50+ applicants per center by the third month and continuing through closing.

V. BIB CENTER SUPPLIES AND EXPENSES

Please note that CA has included in its Task Order #1 Budget purchase and/or lease of equipment and supplies for NYS AfR operations at the three (3) NYC BiB Recovery Centers. CA does propose including them under its contract as it provides for more efficient day to day maintenance and control of center operations.



EXHIBIT B
FEE SCHEDULE

EXHIBIT B
FEE SCHEDULE

Applicable SOW: June 2014- October 2014 for Start up and Mobilization of New York State AfR Program.

Title	Number	Hours/ Month	Rate/ Hour	Monthly Cost
Executive Manager & Operations Support	3			\$69,943.46
Executive Assistant	1			\$28,429.84
Finance and Contract Admin	2			\$41,260.16
Contract Admin Assistant	2			\$26,120.64
Production Reporting Manager	1			\$48,741.60
Business System Analyst	1			\$35,537.30
Data & Reporting Assistant	1			\$25,787.60
Policy & Planning Lead Manager	3			\$120,726.04
Policy, SOPs & Document Templates	2			\$80,573.60
Policy Analyst	2			\$32,597.44
Intelligrants Manager	1			\$40,286.80
Escrow Coordination Manager	1			\$40,286.80
Quality Control Manager	1			\$50,358.50
Legal and Closing Coordination	1			\$36,827.60
Operations Lead Manager	1			\$50,358.50
Subject Matter Experts/ Case Managers	5			\$269,308.50
Case Workers	3			\$27,648.00
Remote and Onsite QC	3			\$64,581.12
Onsite Processors	3			\$27,648.00
Settlement Draw Processors	1			\$21,527.04
Eligibility and DOB Lead Manager	1			\$27,500.64
Remote Eligibility and DOB	2			\$41,176.44
Onsite verification and troubleshooting	2			\$109,263.80
Onsite verification and support	1			\$21,853.68
Relocation Lead Manager	1			\$43,705.52
Relocation Case Manager	2			\$82,800.00
Relocation Site Inspection	2			\$75,966.24
Operation Support and Coordination of Tenant for Settlement	1			\$13,702.08
Total	50			\$1,554,516.94

\$1,554,516.94 is a monthly average maximum benchmark estimate subject to actual time and materials billing.

Client: **New York State GOSR**

Task Order #: **1**

Term: **June 16- September 30, 2014**

FEE Capital Access Team	Hourly Rate	June 16-30, 2014		Jul-14		Aug-14		Sep-14		Total Actual
		Monthly Hours	Fee	Monthly Hours	Fee	Monthly Hours	Fee	Monthly Hours	Fee	
<u>I. Executive Management</u>										
<u>II. Program Management</u>										
<u>III. Eligibility, Issue Resolution and QC</u>										
<u>IV. Intake and Application Process and Prep</u>										
<u>V. Eligibility, DOB</u>										
<u>VI. URA</u>										
Center Expenses										
Total Expenses:										
TOTAL FEE and EXPENSES:			\$660,168		\$1,461,846		\$1,301,603		\$1,453,130	\$4,500,000