EXHIBIT 4 - COST QUOTE (RFQ774882S) - BEST AND FINAL OFFER DUE 5/2/13

Call to be completed by Bidder

Protected Cirlis

RFQ - Management & Other Relatrd Services of theSuperstorm Sandy Housing Incentive Program "SSHIP"

				1.1.1 Start-Up ram, Operations & dministration	Section 3.1.2 Int	Program		1.1.3 Eligibility Il Determination		1.1.4 Full Operation of live Program		5.1,5 Case ng through RREM Small Rantal		.1.5 Conduct sings for the RREM Rental Programs	S4 Progr
Staffing Category	Equivalent GSA Staffing Category			Amount (\$)	Hours	Amount (%)	Heurs	Amount (\$)	Hours	Amount (\$)	Hours	Amount (5)	Hours	Amount (\$)	Hours
Program Chief Executive	Principal	3195.51	240	\$46,922.40	139	\$27,175.89	312	\$80,999.12	104	\$20,333.04	566	\$189,311.66	361	370,679.11	144
Intake Manager	Senior Manager	\$146.53		\$0.00		50.00		\$0.00		\$0.00	CONTRACTOR OF THE PARTY OF THE	\$0.00		\$0.00	
Incentive Contractor	n/a			\$0.00		30,00		\$0.00		\$0.00		\$0.00		\$0.00	
Eligibility Manager	Senior Manager	\$146.63		\$0.00		\$0.00		\$0.00		\$5.00		\$0.00		\$9.00	
RREM Manager	Senior Manager	\$148.63	240	\$35,191.20	3/2	\$54,545,36	835	\$122,436.05	278	\$40,763,14	2320	\$340,181.60	967	8141,791,21	387
Small Rental Manager	Senior Manager	\$146,53		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Serior Case Mangers	Manager	\$87.96		\$0.00	San San San San	\$0.00		\$0.00		\$0.00	new long	\$0.00	10/1/10	\$0.00	
Case Managers	Case Manager 2	\$58.23	4281	\$292,092.63	1840	8125 543.20	5460	\$372,536.80	1830	\$124,178,60		\$0.00		\$0.00	4.84.
Eligibility Analysis	Case Minager 1	\$55.56	11000	\$825,480.00	11520	5585 027.20	2,9040	\$1,651,214.40	9680	\$550,404.80	10000	\$0.00		\$0.00	
Real Estate Acquistion	Senior Manager	\$140.63		50.00		80.00		\$0.00		\$0.00		\$0.00		\$0.00	000000
Notary	n/a	VIIV.		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	INDUSTRAL PROPERTY.
Information Technology Manager	Senior Manager	\$146.83	180	\$23,480.80	62	\$9,091.56	140	\$20,528,20	47	\$6,891.61	389	\$57,539.07	162	\$23,764.05	65
Subcontracts Manager	Senior Manager	\$146.63	0000	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Budget & Financial Manager	Senior Manager	\$146.63		20.00		\$0.00		\$6.00	100	50.00	04000	\$0.00		\$0.00	
Communications Director	Senior Manager	\$146.63	160	\$23,450.60	80	\$8,797.80	134	\$19,648,42	45	\$6,598.35	371	\$54,399.73	156	522,727.65	62
Chief Legal Counsel	Senior Manager	\$1,46.63	160	\$29,460.80	60	\$8,797,80	134	\$19,648.42	45	\$6,598.35	371	\$54,399.73	156	\$22,727.65	62
Property Lien Director	Senior Manager	\$140.03		50.00	109	\$15,982.67	245	\$35,924.35	82	\$12,023.60	680	\$99,708.40	284	\$41,642.92	113
Facilities and Equipment Manager	Senior Manager	\$146.63		\$0.00		\$0.00	A	\$0.00		\$0.00	10000	\$0.00	1000	\$0.00	
Other	Principal	\$195.51	1200	\$234 612.00		\$0.00	17 1 19	50.00		\$0.00	11,000	\$0.00		\$0.00	
Other	Case Mgt Mgr	\$156.35	720	\$112,572.00		\$0.00	10 mm (4)	\$0.00		\$0.00	3886	\$607,888.60	1620	\$253,287.00	648
Other .	Subject Matter Expert	\$140.63	320	\$46.921.00	164	\$24,047.32	367	\$53,813.21	122	\$17,088.80	1021	\$149,709.23	425	962,317.75	170
Other	Senior Manager	8146.63	17840	\$2,515,879.20	5293	\$779,112.59	10808	\$1,584,483.78	3602	\$628,161.28	21020	\$3,082,182.60	8758	\$1,284,185,54	3500
Other	Info Secur. Analyst I	\$89.93	325	528,777.60	218	519,604,74	490	\$44,085.76	163	\$14,668.59	1361	\$122,354.73	557	\$50,990.31	227
Other	Manager	\$87.97	12848	\$1,130,238,56	2183	\$192,038.51	3828	\$300,485.25	1275	\$112,161.75	0124	\$538,728.28	2552	\$224,499.44	1021
Other	QA Manager	\$94.76		\$0.00		\$0.00		\$0.00		\$0.00		50.00		\$0.00	
Other	Analyst 2	\$49.24	485	\$32,750.40	328	\$16,150.72	735	\$36,191,46	245	\$12,063 80	2041	\$100,486.64	851	841,903.24	340

Staffing Category	Equivalent GSA Staffing Category	GSA or Better Hourly Billing Rate (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours
Other	Consultant	\$97.75	160	\$15,640.00	26	82,443.75	57	\$5,571.75	19	\$1,857.25	158	\$15,444.60	66	36,451.50	26
Other	Network Engineer 1	\$85.01	640	\$54,406.40	233	\$19,807.53	523	\$44,460.23	174	\$14,791.74	1454	\$123,604.54	606	\$51,516.06	242
Other	Audit Analyst	\$58.23		\$0.00		\$0.00		\$0.00		50.00		\$0.00		\$0.00	
Other	Desktop Support 1	\$52.78	640	\$33,779.20	546	\$28,817.58	1225	\$64,655.50	405	\$21,534.24	3402	\$179,557.56	1418	\$74,842.04	567
Other	Case Manager 1	556.86	6168	\$350,712.48	3456	\$198,725.70	6646	\$377,891.58	2215	\$125,944.90	105839	\$6,006,633.54	44016	\$2,502,749.76	17607
Other	Case Manager 2	558 23	3540	\$262,003.20	800	\$54,584.00	600	\$40,938.00	200	\$13,645.00	19944	\$1,350,779.12	8310	\$568,991.30	3324
Other	Analysi 1	\$39.39	3840	\$151,257.60	2740	\$107.925.50	6146	\$242,090.94	2049	\$80,710,11	17074	3672,544.88	7114	\$280,220.46	2845
			65257	\$6,139,598,87	30107	\$2,345,223.12	67720	\$5,133,582,08	22573	\$1,711,210.05	188123	\$13,734,986.79	78387	\$5,723,177.00	31354
Total Direct Cost (Per Task)				\$3,378,658,00		\$687,578.00		\$1,542,486.00		\$514,162.00		\$4,255,023.00		\$10,986,861.00	
				\$9.518,254.67		\$3,032,801.12		\$6,676,068.08		\$2,226,372.05		\$18,020,009.79		\$16,710,038.00	

	Price
Travel Expenses (Total Price). In accordance with Section 3.4 of the RFQ.	
Must attach detailed budget for the total	
cost with RFQ.	\$1,560,220.00

Facility Prining	Per Sq. Ft.							
Atlantic	\$21.00							
Bergen	\$21:00							
Cape May	\$21.00							
Enskin	\$21.00							
Hudson	\$21.00							
Middlesex	\$21.00							
Monmouth	\$21,00							
Ocean	\$21.00							
Cinton	\$21.00							

Cell to be completed by Bidder	Bidder:H(
Protected Cells	GSA#:_GS23F002

			rction 3.1.7 am Class-Out	Section 3.1.8 Quality Assurance/Quality Monitoring Hours Amount (5)			
Staffing Category Program Chief Executive	Equivalent GSA Staffing Category	GSA or Better Hourly Billing Rate (5)	Amount (5)				
	Principal	\$195.51	\$20,153.44	99	\$19,355.49		
ntake Manager	Sanior Manager	\$146.63	\$0.00	11 11 11 11	\$0.00		
Incentive Contractor	n/a		\$0.00		\$0.00		
Eligibility Manager	Senior Manager	\$145,53	\$0.00		\$0.00		
RREM Manager	Senior Manager	\$146.63	\$56,746.81	266	\$38,866.95		
Small Rental Manager	Senior Manager	\$146.63	\$0.00		\$0.00		
Senior Case Mangers	Manager	\$87.06	\$0.00		\$0.00		
Case Managers	Case Manager 2	\$08.23	\$0.00		\$0.00		
Eligibility Analysts	Case Manager 1	\$98.88	\$0.00		\$0.00		
Real Estate Acquistion	Senior Manager	\$146.63	50.00		\$0.00		
Notary	n/a		\$0.00		\$0.00		
Information Technology Manager	Senior Manager	\$140.63	99,530 95	44	96,451.72		
Subcontracts Marlager	Sen or Manager	\$146.63	80.00		\$0.00		
Budget & Financial Manager	Senior Manager	\$146.63	\$0.00		\$0.00		
Communications Director	Senior Manager	\$140.03	\$9,091.06	42	96,158.46		
Chief Legal Courisel	Senior Manager	\$146.63	99,091.06	42	\$6,158.46		
Property Lien Director	Senior Manager	\$146.63	\$16,569.19	78	811,437,14		
Facilities and Equipment Manager	Sonior Manager	\$146.63	\$0.00		\$6.00		
Other	Principal	3195.51	50.00		\$0.00		
Other	Case Mgt Mgr	8199.39	\$101,314.80		\$0.00		
Other	Subject Matter Expert	\$148.63	\$24,927.10	1.17	\$17,155.71		
Other	Senior Manager	\$146.63	\$513,644.59	5443	\$798,107.09		
Other	Info. Secur. Analyst I	\$89.93	\$20,414.11	185	\$14,029.08		
Other	Manager	587.97	\$89,817.37	1900	\$167,143.00		
Other	QA Manager	504 nd	\$0.00	3620	\$200,147.20		
Other	Analyst 2	349.24	\$16,741.60	233	\$11,472.92		

Staffing Category	Equivalent GSA Staffing Category	GSA or Better Hourly Billing Rate (\$)	Amount (5)	Hours	Amount (\$)
Other	Consultant	\$97.75	\$2,541.50	18	\$1,759.50
Other	Network Engineer 1	\$55.01	\$20,572.42	166	\$14,111.66
Other	Audit Analyst	\$56.23	\$0.00	3520	\$240,169.60
Other	Desklop Support 1	\$52,78	\$29,926.26	389	\$20,531.42
Other	Case Manager 1	\$56.66	\$1,001,134.02	6240	\$354,806.40
Other	Case Manager 2	\$68,23	\$225,796.62	800	\$54,584.00
Other	Analyst 1	\$39.39	\$112,103.94	1952	\$76,889.25
			\$2,289,116.04	25024	\$2,059,325.08
Total Direct Cost (Per Task)			\$714,171.00		\$489,823.00
			\$3,003,287.04		\$2,549,148.08

	Price
Travel Expenses (Total Price) In	
accordance with Section 3.4 of the RFQ.	
Must attach detailed budget for the total	
cost with RFQ.	\$1,560,220.00

Cell to be completed by Bidder	
Protected Cells	9Y_

	So		Section 3 1	.9 Appeals	Section 3. Mar	1.10 Case agement	Section 3.1.71 base Tracking & Fraud, Waste & Abuse Coordination				Section 3.1.13 Account 8 Reporting			
Statting Category	Equivalent GSA Staffing Category	GSA or Better Hourly Billing Rate (S)	Hours	Amount (5)	Hours	Amount (5)	Hours	Amount (5)	Hours	Amount (5)	Hours	Amount (5)	Total Hours Per Staff Category	Total 5 Per Staff Category
Program Chief Executive	Principal	\$195.51	25	\$4,807.75	142	\$27,762.42	27	85,278 77	1	\$195.51	20	\$3,910.20	2,480	\$484,864.80
Intake Manager	Senior Manager	3146 63		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Incentive Contractor	Ma			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Eligibility Manager	Senior Manager	\$146.63		\$0.00		\$0.00		\$0.00		90.00		\$0.00	0	\$0.00
RREM Manager	Senior Manager	\$146.63	36	\$9,677,68	380	\$55,719.40	72	\$10,567.36	3	\$439.89	54	87,918.02	0.239	\$914,024.57
Small Rental Manager	Senior Manager	\$146.63	10000	\$0.00	0.000	80.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Senior Case Mangers	Manager	\$87.98		\$0.00		\$0.00		\$0.00		90.00		\$0.00	0	\$0.00
Case Managers	Case Manager 2	\$60.23		30 00		\$0.00		\$0.00		80.00		\$0.00	13,401	\$914,350,23
Eligibility Analysts	Case Manager 1	\$56.66		\$0.00		\$0.00	MODEL OF	\$0.00		80.00		\$0.00	61,240	\$3,482,106.40
Real Estate Acquistion	Serior Manager	\$148.83		\$0.00		\$0.00		\$0.00	No.	50.00		\$0.00	0	\$0.00
Notacy	0/8			50.00		\$0.00		\$0.00		50.00		\$0.00	0	\$0.00
Information Technology Manager	Senior Manager	\$140.63	11	\$1,612.93	0.4	\$9,384,32	12	\$1,759.56	,	\$146.63	9	\$1,319.67	1,196	\$170,970.58
Subcontracts Manager	Serior Manager	\$146.63		80.00		90.00	Deck and	\$0.00		80.00		\$0.00	0	\$0.00
Sudget & Financial Manager	Serror Manager	8146.53		80.00		\$0.00		\$0.00	Section 1	\$0.00		\$0.00	0	\$0.00
Communications Director	Sen or Manager	\$145.53	51	\$1,612.93	đ1	\$8,944.43	12	\$1,759,56	1000	\$140.63	9	\$1,319.67	1,123	\$164,665,49
Chief Legal Counsel	Sen or Manager	\$148.63	11	\$1,612.93	51	\$8,944.43	12	\$1,759,56	4	\$146.63	9	81,319,67	1,123	\$154,565,49
Property Lien Director	Semor Manager	\$146.63	19	\$2,785.97	111	\$16,275.93	21	\$3,079.23	1	\$146.63	16	\$2,346.08	1,750	\$257,922.17
Finalities and Equipment Manager	Senior Manager	\$146.63	10.000	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Other	Principal	\$195.51	HOUSE OF	\$0.00	10.00	\$0.00	0,000,000	\$0.00	1000	\$0.00	0	\$0.00	1,200	\$234,612.00
Other	Case Mgt Mgr	\$156.35		\$0.00	324	\$60,657.40		\$0,00	160	\$25,016.00		\$0.00	7.360	\$1,150,736.00
Other	Subject Matter Expert	\$146.63	29	\$4,252.27	167	\$24,487.21	32	\$4,692,16	1	\$148.83	24	\$3,519.12	2,950	\$433,678,17
Other	Senior Manager	\$146,63	597	\$87,538.11	3443	\$504,847,09	657	596,335.91	30	\$4,398.90	3432	\$459,245 16	84,124	\$12,335,102,12
Other	Info: Secur Analyst I	\$89.93	39	\$3,507.27	223	320,054,39	43	\$3,866.99	2	\$179.86	32	\$2,877.76	3.841	\$345,421.13
Other	Manager	\$87.97	174	\$15,308.78	1003	\$88,233.91	191	516 802.27	9	\$791.73	143	\$12,579.71	33 248	\$2,924,626.56
Other	QA Manager	\$94.75		\$0.00		\$0.00	to the same	50.00		\$0.00		50.00	3,620	\$200,147.20
Other	Analyst 2	\$49.24	58	\$2,865.92	334	\$16,446.16	64	\$3,151.36	3	3147 72	48	\$2,363,52	5.760	\$292,737.60

Staffing Calegory	Equivalent GSA Staffing Category	GSA or Better Hourly Billing Rate (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (5)	Hours	Amount (\$)	Hours	Amount (\$)	Total Hours Per Staff Category	Total & Per Staff Category
Other	Consultant	\$97.75	4	\$391.00	26	\$2,541.50	5	\$488.76	0	80.00	4	\$391.00	568	\$55,522.00
Other	Network Engineer 1	586.01	41	\$3,485.41	238	\$20,232.38	45	\$3,825.46	2	\$170.02	34	\$2,890.34	4,398	\$373,873.98
Other	Audit Analyst	\$68 23		50.00		\$0.00		\$0.00		\$0.00		\$0.00	3,520	\$240,169.60
Other	Desktop Support 1	\$52.78	97	\$5,119.66	557	\$29,398.46	106	\$5,594.68	5	\$263.90	80	\$4,222.40	9,440	\$495,243.20
Other	Case Manager 1	\$56.86	3677	\$209,074.22	17558	\$998,347.68	525	\$29,851.50	24	\$1,364.64	394	\$22,402.84	214,204	\$12,179,639.44
Other	Case Manager 2	\$58.23	0	50.00	3324	\$226,796.52	0	\$0.00		\$0.00		\$0.00	41,142	\$2,807,118.66
Other	Analyst 1	\$39.39	485	\$19,104,15	2797	\$110,173.83	533	\$20,994.67	24	\$945.36	400	\$15,756.00	48,000	\$1,890,720.00
			5344	\$372,824.58	30813	\$2,219,247,66	2357	\$209,797.98	268	\$34,646.66	4408	\$544,351.16	551815	\$42,517,117.39
Total Direct Cost (Per Task)				\$121,695.00		\$701,849.00	- 1	\$133,856.00		\$6,085.00		\$100,398.00		\$23,662,662.00
				\$494,519.88		\$2,921,096,66		\$343,662.08		\$40,731.68		\$644,779.16		\$66,179,769.39

Price

Travel Expenses (Total Price) In accordance with Section 3.4 of the RFO.

Must attach detailed budget for the total cost with RFO.

\$1,560,220,00

TOTAL.

\$67,739,969.39







Response to the Management and Other Related Services of the Superstorm Sandy Housing Incentive Program ("SSHIP")













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Solicitation for RFQ 774882S Management of Intake, Eligibility, Incentive and Close-Out for: Incentive, RREM, and Small Rental Program

FIRM NAME: Hammerman & Gainer, Inc. (HGI)

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Suite 2600

New Orleans, LA 70112

BIDDER TELEPHONE: (504) 681 – 6135

BIDDER TAX ID:

BIDDER OBLIGATION AUTHORITY: Larry

Larry D. Oney Chairman of the Board, CEO 1010 Common St Suite 2600 New Orleans, LA 70112 (504) 681 – 6135 (Office)

(Fax)

LarryO@hgi-global.com

The Road to Recovery Starts Here

When a catastrophic event impacts our way of life, emotions run high. There is fear of the unknown, uncertainty about the future, and a sense of helplessness. The emotional, social, financial, economic and infrastructure impacts of Superstorm Sandy are immense and as New Jersey embarks on action to protect and preserve the welfare and development of its citizens and businesses there is much to evaluate, plan for and then to implement.

Informed by the HGI Team's first-hand experience in Louisiana and Mississippi we have developed a response that not only answers the questions posed in the solicitation but to related challenges that are most relevant to NJ's Superstorm Sandy long term recovery – specifically, Superstorm Sandy Housing Incentive Program "SSHIP".

The HGI Team has a deep understanding of the issues that the Department is trying to address with SSHIP and as a result of this experience; HGI has already prepared a design that carefully considers each of the functional requirements outlined in the RFQ and the optimal workflow to move SSHIP in a way that is effective, efficient and expedient. As part of our design we will have offices in 9 counties and Trenton with employees who will serve the program and the communities, mechanisms for engaging impacted citizens, and staff such as management, quality assurance, human resources and training that will travel throughout the State to ensure consistency and delivery.

Hammerman and Gainer, Inc. (HGI) was the largest subcontractor of Louisiana's Road Home Program and then was awarded the role of prime contractor. HGI is proud of the work we continue to accomplish in supporting Louisiana's to recover from the compounded disaster of two hurricanes, and the difficult transition from the original prime to carry on the program and address the most complex cases. In 2012, HGI has secured the management of the Hazard Mitigation Grant Program expanding our role in the long term recovery efforts. Based on our past experience we understand the scope of work to be performed and we have learned lessons regarding long term recovery which cannot be taught but must be experienced.

To meet each of DCA's functional requirements detailed in the RFQ, HGI proposes our Program management expertise in combination with a set of critically evaluated and selected subcontractors (Teaming Members) with exceptional expertise and past performance. While each team member brings a unique set of capabilities and experience to the project, it is HGI's proven long term recovery programming expertise combined with long standing relationships with some of the key team members that is the unique defining value of this group.

We are pleased to have Quadel Consulting Corporation (Quadel) on the team. Quadel is a national affordable and low income housing management and consulting firm with its headquarters in Washington, DC and seven subsidiary offices across the country. Quadel supported the Louisiana Road Home Homeowner Assistance Program, Small Rental Program, and Permanent Supportive Housing Program and the Galveston County Disaster Housing Management Services contracts with over 400 full time staff. Additionally, Quadel currently administers seven HUD low income housing programs at the municipal and state level, including Newark NJ, and serving more than 80,000 low income families. Quadel brings HUD Community Development Block Grant, disaster recovery housing services, low income housing program expertise and training services to the team.

Additionally, we bring STR, the developer of the grants management software used in both Mississippi and Louisiana that facilitated the *distribution of grants to victims of hurricanes Katrina and Rita*. In both of these programs, STR was an integral part of the overall team and has demonstrated the adept quickness of their staff as they repeatedly modified the grants management software in response to changes in policies and procedures dictated by the states, by HUD, and sometimes by the operations contractor.

HGI has chosen additional partners based on their proven track record of excellence. This team brings experience from the Road Home Program and the Housing Assistance Program in Louisiana in order to provide New Jersey with the ability to orchestrate an exemplary Intake, Eligibility, Incentive and Close-Out; we worked with Quadel, STR, Do-WAP, and OPP in the Road Home and continue to work with STR in the Housing Assistance Program. These long standing relationships also have resulted in a common understanding of how we work as a team to execute against a set of goals and the ability to work under high stress environments.

HGI has chosen each of these partners because of their proven track record of excellence and the relationships that exist between our organizations in the delivery of other long term recovery programs. This will provide the Department the ability to orchestrate an exemplary Intake, Eligibility, Incentive and Close-Out.

HGI and its subcontractors can positively affirm that we have not had a record of substandard work or engaged in unethical practices within the past five years. We are licensed to do business in the State of New Jersey and we understand our responsibility for the entire Contract including but not limited to the payment of any and all charges resulting from the Contract.

We believe that the success of this program is critical to New Jersey and its citizens as well as to the Country and we are excited to be considered as a partner to the State of New Jersey.

SIGNATURE

Larry Oney Chairman and CEO Additionally, we bring STR, the developer of the grants management software used in both Mississippi and Louisiana that facilitated the distribution of grants to victims of hurricanes Katrina and Rita. In both of these programs, STR was an integral part of the overall team and has demonstrated the adept quickness of their staff as they repeatedly modified the grants management software in response to changes in policies and procedures dictated by the states, by HUD, and sometimes by the operations contractor.

HGI has chosen additional partners based on their proven track record of excellence. This team brings experience from the Road Home Program and the Housing Assistance Program in Louisiana in order to provide New Jersey with the ability to orchestrate an exemplary Intake, Eligibility, Incentive and Close-Out; we worked with Quadel, STR, Do-WAP, and OPP in the Road Home and continue to work with STR in the Housing Assistance Program. These long standing relationships also have resulted in a common understanding of how we work as a team to execute against a set of goals and the ability to work under high stress environments.

HGI has chosen each of these partners because of their proven track record of excellence and the relationships that exist between our organizations in the delivery of other long term recovery programs. This will provide the Department the ability to orchestrate an exemplary Intake, Eligibility, Incentive and Close-Out.

HGI and its subcontractors can positively affirm that we have not had a record of substandard work or engaged in unethical practices within the past five years. We are licensed to do business in the State of New Jersey and we understand our responsibility for the entire Contract including but not limited to the payment of any and all charges resulting from the Contract.

We believe that the success of this program is critical to New Jersey and its citizens as well as to the Country and we are excited to be considered as a partner to the State of New Jersey.

SIGNATURE

Larry Oney

Chairman and CEO

Management Overview

The HGI Team has gained extensive experience and knowledge successfully executing Community Development Block Grant programs that highlight our understanding of the critical nature of the eligibility verification phase within the total end-to-end process. More specifically, the HGI Team was instrumental in the eligibility verification during the Road Home program in Louisiana. Proactive and effective confirmation that applicants have provided complete, validated and appropriate documentation for their Incentive, RREM, and Small Rental Property Program assistance requests is to the success of redevelopment in affected New Jersey communities.

Our experience with previous disasters has also highlighted the importance of providing outreach, follow-on education, and support to assist impacted communities in understanding the requirements for preparing, submitting, and documenting their request for assistance. Incomplete or improperly submitted requests create delays and frustrations.

HGI builds partnerships through open dialogue and we are dedicated to providing a custom solution that meets the needs of New Jersey and HUD. In the spirit of applying our lessons learned from Louisiana and capitalizing on our CDBG-DR expertise, we have developed an unmatched management model based on simplicity, custom design and partnership.

Simplicity will enable the Department and its contractors to deliver a program that is easy to communicate, execute and deliver. Although simple, our solution is elegant and homeowner-centered.

Custom Design will enable the Department to deliver a program that serves the needs of the community while our process ensures that we embrace the speed necessary to accelerate long-term recovery.

Partnership with the Department allows for impactful solutions by employing qualified

leaders with demonstrated success in managing unique situations presented by long term recovery programs. It allows the support of the objectives of the Department and its constituents with the dignity and respect that comes from having lived through a disaster and the recovery process. Further, our partnership will drive economic benefits into the community by hiring locally.

The Advantages of Specialty Expertise – the HGI Team has been there:

- We can leverage invaluable lessons learned from prior long-term recovery engagements.
- We have a proven ability to react quickly to an everchanging environment and continue to perform. We are battle hardened and unfazed by situations requiring a quick pace or the need to change.
- We are experienced in developing processes to quickly start-up and be operational while maturing those processes for the longer term. Mobilization and triage are our strengths.
- We have ready developed electronic document and information management capabilities that can provide real-time data and reporting to multiple stakeholders in many locations.
- We are connected with a vast network of caseworkers, advisors, small businesses, and other specialized personnel that can be mobilized quickly.
- We have demonstrated significant data management capability; ability to provide support for operational, management, compliance, audit, and litigation efforts.
- We have a full appreciation and understanding that the program must balance the needs of the community and the requirements of HUD and CDBG-DR fund distribution without compromising the integrity of either.

To accommodate the breadth and scope of our capabilities, we have adopted an organization struc-

ture that supports specialization to ensure innovativeness and quality. While individual business units are specialized, each unit can leverage the resources of the other units. Business units can build on focused areas of expertise and this expertise is then available to the larger organization. This overall organization structure has worked very successfully for many years, and our system has a well-established reputation for excellence.

Our proposed organization has a Program Director, and groups/departments for Operations, Compliance and Monitoring, Accounting and a Project Management Office (PMO). The Program Director will have full responsibility for program decisions, priorities, and direction. The Program Director will be supported by the Senior Management Team, which is comprised of the Program Deputy Director, and the leaders of Operations, Accounting/Administration, PMO, IT, and Compliance and Monitoring.

The HGI Team brings strong leadership to New Jersey in response to this effort.

- Lon Anderson will serve as the Program Executive and brings past experience as an Executive on ICF's team for the Road Home where he led the IT & Analytics organization that was comprised of over 200 members. In this role he worked directly with the Client to inform policy and program decisions based on data and impact, interacted directly with the Legislative Auditors, HUD, OMB, and the Governor's staff. After the Road Home he served as the head of IT for ICF where he led over 100 initiatives the organization grew to almost \$1B in revenues, double its domestic foot print, expand into the international space, and develop effective programs that aligned with the business.
- Joan Greer will serve as the head of Operations and brings extensive disaster recovery experience to the team. From 2007-2009 Joan served as Quadel Program Director for the Louisiana Road Home Program, for which she managed 12 Homeowner

Assistance Centers in southern Louisiana with over 300 advisors to provide initial appointments and process homeowner applications. In this role, she developed and administered Homeowner Grant policies, interpreted program requirements and special conditions of the Community Development Block Grant (CDBG) program, and provided direction to satisfy requirements. She also worked from 2009-2012 as the Director of the Policy and Oversight division for the Louisiana Small Rental Property Program. Joan currently directs the start-up operations team for Quadel Processing Services (QPS) where she is responsible for transforming the 13,000 unit Miami-Dade Housing Choice Voucher (HCV) program to allow tenants and landlords to complete transactions via multiple access channels including: on-line web portal, call center, kiosks and face-to face appointments.

- Scott Meyer will serve as the head of IT and brings over 35 years of experience developing information management systems for state, federal, and commercial clients. For the past six years, Mr. Meyer has been responsible for working with the customers and other contractors in Mississippi and Louisiana in support of the Katrina and Rita recovery programs. He is intimately familiar with the needs of the applicants, grantee, other contractors, and HUD and has the experience and expertise to ensure that the IT system will support the need needs of the program.
- Amy Cannon will serve as the operational and human resource specialist. Amy has eleven years of extensive experience in management coaching, benefit design and implementation, compliance audits, policy reviews, and strategic targeted recruiting. She is highly skilled in payroll, hiring practices, employee communications, benefits and compensation.
- Jim Furfari is an executive leader with over 30 years' experience in management and operations.
 He has expertise in risk management and program management.

The SSHIP process begins with intake of the application through the web, over the phone, or in-person utilizing a simple form that gathers only the data necessary to determine eligibility. The efficiency and effectiveness of the verification process is predicated on tight integration of the specific tasks performed by separate operating teams, including those performing title searches and examinations, closing services, and applicant identity validations while maintaining the consistent, case-driven applicant relationship management approach integral to the HGI Team's methodology. Of note, verification is not a single action conducted upon receipt of an application; rather, it is a comprehensive initial application due diligence procedure, followed by specific verification actions as required throughout the process to final closeout.

We have devised a simple and efficient four-step process, tailored to applicants' needs for the verification process. Principal disciplines that are required of the HGI Team for the verification process are:

- A customer care orientation in establishing the team's continued relationship with the applicant, including frequent applicant contacts for status.
- An ability to establish a collaborative working environment with the multiple organizations involved in verification.
- Capable, professional real property transaction expertise.

A production-oriented process that includes automated workflow, frequent quality checkpoints, monitoring of elapsed time between processes, and rapid escalation of issues for resolution.

The HGI Team brings each of these disciplines to the verification process to provide the initial foundation for strong performance in all subsequent processing stages. The HGI Team includes all of the skill categories required for the verification process as part of the team, so that full communications and already established working relationships will be in place at the contract start. The process steps required for verification have been honed by our Team to provide the

most beneficial sequencing of steps to minimize cost and to reduce cycle time. The Eligibility Manager will closely monitor process times and document collection strategies to continue to refine the verification operation for optimal performance.

The HGI Team will operate a centralized processing center to address eligibility issues to include an Eligibility Manager, Supervisors, and Eligibility Analysts, in this Center will perform these back office functions. Eligibility determination will occur real-time as the applicant completes the application. If the applicant calls into the call center to submit the application, then the eligibility determination will occur real-time as the call center advisor enters the data. The purpose of the HGI Eligibility Team is to help applicants that have not passed the eligibility checks on line.

Our process requires applicants to complete one easy application through the Housing Program – Centralized Management Information System otherwise known as the "HP-CMIS". The eGrants application provided by STR will serve as the primary component of this system thereby allowing one application to apply for any of the three programs either online or by phone. A random, computerized ordering then occurs and numbers are assigned to each submitted application at the end of the intake period. Eligibility will be determined for all applications, but awards will be made in order determined by the randomization. Once the available funds within each LMI pool are depleted, no more applications will be processed unless further tranches are made available. Completed applications will have eligibility determination completed within five days.

When the HP-CMIS is able to verify all information in the application, the HP-CMIS will generate an eligibility determination letter, containing next steps in the process.

Whenever the HP-CMIS on-line application determines that an applicant is not eligible based on the data submitted by the applicant and compared against the data in the Data Warehouse, the application will be forwarded to the Eligibility Team for review. The

Eligibility Team can determine if a data entry mistake was made, additional information is needed or if the application is truly ineligible. Involving the Eligibility Team in these verifications will prevent the appeals process from being clogged with unnecessary appeals.

Once eligibility and funds availability are determined the applicant is assigned a Case Manager who is part of a Case Manager Team in the county in which they reside. The Case Manager will review the file, contact the applicant, transmit data to the construction team – either RREM or Rental – and schedule an appointment to review the program, program requirements (eg the covenant), and introduce the applicant to construction. If there are any items that need resolution for the applicant to move forward or the applicant requires assistance the appropriate subject matter experts will be made available to assist or a third party will be identified and the applicant will be provided the necessary information to work through the issue.

The Case Manager follows the progress of the applicant throughout the construction process providing assistance as required. Upon completion of construction the Case Manager works with the applicant to schedule a final review of the documents they have been provided, review the covenant, and go to closing. Regardless of the applicant's disposition the appeals process is explained and if the applicant requests an appeal the file is referred to the appeals team.

Once closed the Case Manager completes the documentation in the file, reviews it for accuracy and sends the file to final review where it is compared to the checklist and either sealed and sent for retention or corrected. If the file is sent to appeals, the appeals team investigates the file, reviews the file to ensure that policy and procedures were followed, writes a summary of the appeal and an opinion which may include legal certification, and then presents the file to the Department for final review and dispositioning. The Department's decision is then communicated to the applicant and the file is either closed or returned to the Case Manager to be worked to completion.

Throughout the process the HP-CMIS has an integrated relationship management tool that al-

lows each interaction with the applicant to be logged, including notes and documents, so that concerns or deficiencies are recorded, monitored, and resolved. In addition, the tool has built in capabilities and reporting to manage Fraud, Waste, and Abuse so that a file can be held for investigation if required.

Finally, all files will be stored per the State's retention policies in paper format and easily accessible to facilitate reviews, audits, and legal proceedings. These paper files will compliment the electronic file that will also be available for the Department and other Agencies at the Department's request.

Tab 1 Management Overview

We understand that this narrative is a high-level overview of the process and that the supporting response will provide additional clarity however based on our experience we also understand that the development of a program of this magnitude that has such significant importance to the lives of the individuals impacted that the response here is a work in progress that we must join together to complete so that HGI and our

team can execute the program fully.

The table below represents the number of FTE at the middle of the program. Tables included in the document tabs are specific to the task and the time-frame to complete that task.

Title of Position	Employer	Number of FTE	HGI Positions	Subcontractor Position	Located in NJ	Located Outside NJ
Program Executive	HGI	1	1	0	1	0
Communications Director	OPP/Do-WAP	2	0	2	2	0
Human Resources	HGI/Quadel	2	1	1	2	0
Operations Director	Quadel	1	0	1	1	0
Project Director	Novaces	1	0	1	1	0
Administration Director	HGI	1	1	0	1	0
IT Director	STR	1	0	1	1	0

The program requires a rapid ramp up of staff at all 9 sites and a Service Center to server the applicants during Intake and then begins to normalize over time as the work transitions to case management. Staff levels will rise quickly in specific levels that service applicants while support staff will remain constant

until the end of the program or if additional funds become available will remain constant. We believe that the ramp-up of staff will follow a model similar to the one outlined in the table below – for purposes of the response the table identifies the Role instead of the Labor Category:

	1	2	3	4	5	6	7	8	9	10	11	12
Admin Support	10	10	10	10	10	10	5	5	5	5	5	5
Administration Director	1	1	1	1	1	1	1	1	1	1	1	1
Appeals Coordinator		1	1	2	2	2	2	2	2	2	2	2
Asset Management Analyst	3	3	3	3	3	3	3	3	3	3	3	3
Audit Analyst		2	2	2	2	2	2	2	2	2	2	2
Case Management Manager	5	5	5	5	5	5	3	3	3	3	3	3
Case Manager 1 (Call Center/Other)	7.5	45.5	18.5	14.5	14.5	14.5	10.0	10.0	10.0	10.0	10.0	10.0
Case Manager 1 (Eligibility Analysts)	52.8	211.0	27.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Case Manager 1 (Homeowner Advocate)	13.6	54.2	108.4	108.4	95.4	82.5	87.0	80.2	71.8	68.8	62.7	56.6
Case Manager 1 (Intake Analysts)	16.0	64.0	7.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Case Manager 2 (Frontline Supervisors)	19.3	43.0	23.1	19.1	15.9	13.7	13.7	12.6	11.5	11.5	10.4	9.4
Case Manager 2 (Other)	7.5	7.5	8.5	8.5	8.5	8.5	4.0	4.0	4.0	4.0	4.0	4.0
Center Deputy	18	18	18	18	18	18	18	18	18	18	18	18
Center Manager	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0
Chief Legal Counsel	1	1	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Communications Director	1	1	1	1	1	1	1					
Contracts Manager	1	1	1	1	1	1	1	1	1	1	1	1
Database Design	1	1	1	1								
Desktop Support 1	4	5	5	5	5	5	5	5	5	5	5	5
Facilities Manager	1	1	1	1	1	1	1	1	1	1	1	1
Facilities Specialist 1	2	2	2	2	2	2	2	2	2	2	2	2
Finance Analyst 1												
Finance Manager	1	1	1	1	1	1	1	1	1	1	1	1
HR Director	2	2	2	2	1.5	1.5	1.5	1	1	1	1	1
HR Specialist 1		2	2	2	2	2	2	2	2	2	2	2
Information Security Analyst 1	2	2	2	2	2	2	2	2	2	2	2	2
IT Director	1	1	1	1	1	1	1	1	1	1	1	1
IT Principal	1	1	1	1	1	1	1	1	1	1	1	1
Manager	9	9	9	9	9	9	15	14	9	3	3	3

Tab 1 Management Overview

Network Engineer 1	2	2	2	1	1	1	1	1	1	1	1	1
Outreach Specialist 1	2	2	2	2	2	2	2					
PMO Director	1	1	1	1	1	1	1	1	1	1	1	1
Program Chief Executive	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1	1	1	1	1
Program Director	1.5	1.5	1.5	1.5	1.5	1.5	2.5	5.5	2.5	1	1	1
Property Lien Director		1	1	1	1	1	1	1	1	1	1	1
QA Analyst 1		2	2	2	2	2	2	2	2	2	2	2
QA Analyst 2		1	1	1	1	1	1	1	1	1	1	1
QA Manager		1	1	1	1	1	1	1	1	1	1	1
Security Manager	1	1	1	1	1	1	1	1	1	1	1	1
Security Specialist 1	20	20	20	20	20	20	20	20	20	20	20	20
Senior Application Analyst	3	3	3	2	2	2	1	1	1	1	1	1
Senior Application Support	2	2	2	2	2	1	1	1	1	1	1	1
Senior DBA	2	2	1	1	1	0	0	0	0	0	0	0
Senior Developer/Analyst	1	1	0									
Senior Manager	15	15	17	17	15	15	22	28	12	9	8	8
Sr Principal Developer	5	5	5	5	4	4	3	2	1	1	2	2
Subject Matter Experts	2	2	2	2	2	2	2	1	1	1	1	1
Systems Administrator	2	2	2	1	1	1	1	1	1	1	1	1
Training Specialist 1	0	0	0	0	0	0	0	0	0	0	0	0
Training Specialist 2	0	0	0	0	0	0	0	0	0	0	0	0

Start-Up Team

The Department has specified an ambitious start up agenda and schedule. In order to meet the contract requirements to begin outreach 10 days after contract award and taking applications 30 days after contract award, work must begin immediately. The key start up activities include:

- A Department orientation and briefing for key leaders of the HGI Team
- Finalization of policies for all three programs and the development of implementing procedures
- Finalization of the outreach strategy and development of initial outreach materials
- Development of the HP-CMIS (customization of eGrantsTM)
- Identification, leasing and equipping of 9 Housing Assistance Centers and establishment of the HGI home base in Trenton
- Recruitment and Hiring of Local Staff Resources
- Training for both local staff and HGI team staff

The HGI team is prepared to begin work and for key staff as identified in the RFQ to be present in Trenton within one week of contract execution. However, unless contract execution occurs within 48 hours of contract award, the HGI team will need to be working with Department representatives in advance of contract execution.

Objectives

The start-up period sets the tone for the SSHIP program in the minds of potential applicants and the public at large. The key objectives for the start-up period are two-fold: (1) gain public awareness and public confidence in the opportunity that SSHIP offers (2) establish an effective organizational and operational framework to ensure program success during start-up and for the entire contract period.

Completing the Work

This Senior Management Team is responsible for the day-to-day activities that comprise the Program Management Plan and is comprised of industry leaders in their respective areas, leaders that will bring energy and accountability to the Program. Finalization of Policies and Procedures, Outreach, and Logistic setup are critical parts of the start-up and the HGI Team are prepared to deliver to these efforts. Throughout this submission we identify key areas and activities which we will perform to complete the start-up and move in. Key personnel will be available within 5 days of contract execution and will lead the start-up efforts. In all cases these individuals will be located in Trenton, New Jersey and travel to the 9 sites as required.

Tab 2 Start-Up Team

Title of Position	Name of Individual	% Full Time	Primary Location
Program Executive	Lon Anderson	100	Trenton, NJ
Human Resources	Amy Cannon	100	Trenton, NJ
Human Resources	Beatrice Hoppe	100	Trenton, NJ
Human Resources	Allison McGinn	100	Trenton, NJ
Operations	Joan Greer	100	Trenton, NJ
Project Director	Robert Cheney	100	Trenton, NJ
Administration	Jim Furfari	100	Trenton, NJ
IT Director	Scott Meyer	100	Trenton, NJ
Intake	Denise Hairston	100	Trenton, NJ
Eligibility	Monica Taylor	100	Trenton, NJ
Case Workers	Donna Gunther	100	Trenton, NJ
File QC/Monitoring	Duane Knight	100	Trenton, NJ
Appeals	Bruce Quinn	100	Trenton, NJ
QA/AFWA	Len Kraig	100	Trenton, NJ
Training	Peggy Gregory	100	Trenton, NJ
Finance	Erica Adgebite	100	Trenton, NJ
Facilities/Assets	Bruce Marler	100	Trenton, NJ
Legal	Glenn Paulson	100	Trenton, NJ
Subcontracts	Sheralynn Ries	100	Trenton, NJ
Records Retention	Matthew Patterson	100	Trenton, NJ
Applications	Bob Kuhnle	100	Trenton, NJ
Infrastructure	Thomas Palmieri	100	Trenton, NJ

In addition to the Key Personnel identified for startup and intake the labor categories below begin working on the program at the appropriate time to execute their role and deliver to the program objectives. This table utilizes job title combines labor categories and the detail can be identified in Exhibit 4 of the Cost Proposal. In all case the employees will be located in NJ except for the Call Center staff which are located in Miami, FL.

	1	2
Admin Support	10	10
Administration Director	1	1
Appeals Coordinator		1
Asset Management Analyst	3	3
Audit Analyst		2
Case Management Manager	5	5
Case Manager 1 (Call Center/Other)	7.5	45.5
Case Manager 1 (Eligibility Analysts)	52.8	211.0
Case Manager 1 (Homeowner Advocate)	13.6	54.2
Case Manager 1 (Intake Analysts)	16.0	64.0
Case Manager 2 (Frontline Supervisors)	19.3	43.0
Case Manager 2 (Other)	7.5	7.5
Center Deputy	18	18
Center Manager	9.0	9.0
Chief Legal Counsel	1	1
Communications Director	1	1
Contracts Manager	1	1
Database Design	1	1
Desktop Support 1	4	5
Facilities Manager	1	1
Facilities Specialist 1	2	2
Finance Analyst 1		
Finance Manager	1	1
HR Director	2	2
HR Specialist 1		2
Information Security Analyst 1	2	2
IT Director	1	1
IT Principal	1	1
Manager	9	9
Network Engineer 1	2	2
Outreach Specialist 1	2	2
PMO Director	1	1

Tab 2 Start-Up Team

Program Chief Executive	1.5	1.5
Program Director	1.5	1.5
Property Lien Director		1
QA Analyst 1		2
QA Analyst 2		1
QA Manager		1
Security Manager	1	1
Security Specialist 1	20	20
Senior Application Analyst	3	3
Senior Application Support	2	2
Senior DBA	2	2
Senior Developer/Analyst	1	1
Senior Manager	15	15
Sr Principal Developer	5	5
Subject Matter Experts	2	2
Systems Administrator	2	2

Contract Management

Objectives

- Receive applications in an efficient and equitable manner.
- Provide several avenues for applicants to submit an application: on-line from home or any location with access to the internet, phone, or service centers
- Swiftly and accurately determine program eligibility for applicants to Incentive, RREM and Small Rental Programs.
- Minimize appeals to the Department by working closely with applicant to resolve issues early in the process.
- Ensuring applicants have the information they need to understand the program and to obtain information on the status of their benefits.
- Ensuring effective process flows between the Department's contractors so that applicant benefits are determined correctly and that rehabilitation work is completed as quickly as possible.
- Initiating communications with applicants proactively driven by completion of key milestones in the process.
- Resolving applicant inquiries before they become issues.
- Educating the applicant on best practice to protect themselves from contractor fraud.

- Investigate potential instances of fraud/abuse identified through program monitoring, complaints or in response to requests from the State, HUD or Inspector General
- Support external audit and investigation activities and conduct internal audits and investigations.
- Reduce risk by educating program participants and staff on fraud, waste and program abuse to ensure that they are neither the victims of nor commit fraud/abuse.
- Based on the performance metrics, the data available in the Action Plan, FEMA, the RFQ, the Outreach plan and our past experience we believe that the program will likely follow a rapid intake schedule, our design for eligibility allows for a rapid transition to the contractors or for Incentive applicants disbursement and then a final close-out. We believe that this schedule will result in large numbers of Intake and Eligibility in the first 3 months, which is reflected in our resourcing, followed by either the disbursement of funds or Case Managers working with applicants through the construction, resettlement, and final close-out. If there are no additional tranches the program could conceivably begin and end within a 12 month period.

Since this team is comprised of companies that have worked together on other programs for many years - some from the very start - we understand that things change. To be responsive to changing policies or system deficiencies or what can be the natural evolution of the tranches, we need to be flexible, agile, and adaptable. We will work closely with the Department both to understand issues and changes in policies but also to advise the Department on options for implementing these changes. We understand this requisite and have proven our ability to work with the customer to make the necessary changes; for example in one year of Road Home, we developed 26 + major releases of eGrants to respond to changes in policies and many of the key personnel we will bring to New Jersey experienced these same changes in operations and implementation. While we do not envision this degree of fluidity in the New Jersey programs because of the Guidance provided by HUD in the Federal Register, the New Jersey Action Plan and our lessons learned, together we should introduce a stability to the program that will limit change and thereby manage cost, nevertheless we are prepared to meet the needs of the Department through the entire lifecycle of the program.

Move Forward With Confidence

COMMUNICATION

Our plan is to have open communication with the Department by delivering daily, weekly and monthly reports of activities, statuses, new risks and issues and the action taken to resolve previously identified risks and issues. In weekly meetings with the Department we will continue our communications about all aspects of the program and our management of it. To augment our internal communication we will utilize the Communications and Outreach team to message the communities that are impacted.

ORGANIZATIONAL STRUCTURE

We recognize that improving processes and efficiencies are essential to advancing organizational performance. We have placed significant focus on staffing and skill set requirements and offer an experienced and proven management team combined with trained and dedicated staff. Our staffing strategy capitalizes on the investment made to date in education, training and familiarization with program goals and objectives. We have a proven record of training people rapidly and effectively.

Strategically we seek to maximize the use of the time and resources required by personnel by employing experienced senior-level teams that have hands-on expertise, and are well versed in the goals and objectives of any program we administer.

QUICK STAFF-UP AND SURGE HIRING

We are experienced in identifying and recruiting skilled and capable staff to support our clients' missions. We have recruiting systems to manage surge requirements, including rapid transitions such as that requested by SSHIP. For example in 2006, to support the Road Home Applicant Program in Louisiana, we hired and trained more than 300 staff in a two week period, and deployed them to offices across the state, secured 60,000 appraisals in twelve months and managed the same number of closings in that same time frame as well as ramping up to a staff of 300 people in a six-week time frame.

NJ STAFFING

The HGI Team is committed to a goal of hiring 80% of the SSHIP staff locally as we see this as an opportunity to aid in the economic recovery of the region as well as to be instrumental in the housing recovery. Quadel currently maintains an office in Newark, NJ supporting the Newark Housing Choice Voucher Program, the largest municipal Housing Choice Voucher program in the State of New Jersey which has been operating this office in Newark since 2008. As a result, HGI brings to the table partners that are familiar with the New Jersey labor force and have experience identifying talent with the necessary skill sets within the housing industry. In addition, Quadel has established relationships with several staffing firms in New Jersey that can provide temporary personnel for surge requirements, as needed. Further, we have subcontracted with a full service mortgage industry outsource recruiter that will secure New Jersey residents to fill the various roles in Intake, Eligibility and Case management.

SECTION 3

The HGI Team is committed to meeting Section 3 hiring goals. We have methods in place to reach out to, assess, and hire the most qualified potential employees from this pool of applicants. All of our recruiting sources are aware of the Section 3 requirements and are instructed to seek out eligible, qualified Section 3 candidates. One of our partners, because of their work in housing, has an established Section 3 program with demonstrated success in exceeding Section 3 targets.

CALL CENTER

The HGI Team will use a firm that has a 5-year relationship with one of our partners to provide a telephone contact center where agents collect information and directly enter data for purposes of benefit eligibility and income determination. Our contact centers offer bilingual support (English and Spanish) with the ability to expand into additional languages based on the needs of the Department. We jointly conduct on-boarding and regular recurring training to transfer knowledge to new agents and to establish, sustain, and continually improve staff capability to optimize the customer experience. Together, they have a proven ability to ramp-up, most recently adding twenty call agents while simultaneously introducing new tollfree numbers, and implementing a custom Interactive Voice Response (IVR). All incoming calls are recorded and archived for quality assurance and fraud deterrence. All call agents undergo background checks and are required to take the Defense Information Services Agency's (DISA) Personally-Identifiable Information (PII) Awareness training.

OUTREACH

The HGI Team believes that the success of this program hinges on simplifying the message, emphasizing the uniqueness of the program and the importance of partnership with the State and the applicants. Outreach will contribute to the movement of the program forward in the rapid direction it is designed to embrace and will contribute to helping to deliver robust results oriented toward public engagement with the program.

Hosted Housing Program-Centralized Management Information System (HP-CMIS)

The best way NJ can have a successful SSHIP is to use proven solutions, including an HP-CMIS system that can be implemented immediately and that are flexible enough to meet the requirements of the New Jersey SSHIP Incentive, RREM, and Small Rental programs and that can capture the necessary elements that will be provided by the RREM and Small Rental Contractors. We will develop the HP-CMIS for New Jersey by modifying eGrants, the grants management software proven in both Mississippi and Louisiana in support of HUD recovery programs for Hurricanes Katrina and Rita.

TRAINING WILL BE ESSENTIAL TO THE SUCCESS OF THE PROGRAM.

The HGI Team believes that training must be focused on the specific audience with a specific outcome. The tables below identify the audience and the type of training that will be provided to ensure consistency in the program.

1. Initial Training for All Staff

TOPIC	DESCRIPTION
Introduction to SSHIP	 Overview of Sandy impacts on NJ; NJ goals for the SSHIP. Orientation to the three types of assistance available (high level description of eligibility criteria and benefits). Overview of HGI Team organization and roles. Overview of operational plans.
Privacy and Information Security	Federal information security training.Introduction to Privacy Act requirements.
Professional Conduct and Ethical Standards	HGI Ethics Policy for SSHIP activities. Overview of Fraud Policy.
HR Policies	HGI Employee Policies.

2. Job Specific Training by Activity

Activity	DESCRIPTION
Call Center	 Incentive, RREM and Small Rental. Basic program requirements and eligibility criteria; key processing steps. HP-CMIS processing to enable staff to data enter applications on behalf of applicants and provide status information. Customer Service.
Intake Staff	 Incentive, RREM and Small Rental. Basic program requirements and eligibility criteria; key processing steps. HP-CMIS processing to enable staff to assist applicants to data enter applications. Customer Service.
Benefit Determination Staff	 Incentive, RREM and Small Rental. Basic program requirements and eligibility criteria; key processing steps. Verification requirements and benefit calculations. Full HP-CMIS processing. Customer Service.
Case Managers	 SSHIP Program Requirements and Policies. RREM and SR Program Requirements and Policies. Customer Service.

Resettlement/Incentive	RREM	SR
Maximum Award \$10,000	Maximum Award \$150,000	Maximum Award \$50,000 per unit
Eligible Applicants Applicants whose primary residence sustained major and severe damage from Superstorm Sandy. Residence must be located in 1 of 9 most impacted counties.	Eligible Applicants Applicants whose primary residences sustained substantial, severe or major damage from Superstorm Sandy. Residence must be located in 1 of 9 most impacted counties.	Eligible Applicants Existing and new owners (purchased an eligible property since time or storm or obtained option to purchase) of small rental properties damaged by Superstorm Sandy
Eligibility Criteria Applicant must have owned and occupied the home at time of the storm Home must have served as primary residence Home must have sustained a FVL of \$8,000 or greater or more than 1 foot of flooding on 1st floor. (determined by FEMA) Applicant must apply for the RREM program, another program, or otherwise take steps to repair or reconstruct their residence.	Eligibility Criteria Home must have been owner-occupied at the time of the storm Home must have served as primary residence Home must have been in 1 of 9 most impacted and distressed counties Applicant must have been registered with FEMA Applicant must have adjusted gross annual income of less than \$250K The RREM program will follow the reconstruction and rehabilitation standards noted previously.	Eligibility Criteria Properties with 25 or fewer units *Properties must be vacant & uninhabitable since time of storm. (Assures that all units assisted will be real additions to supply of rental housing & assures program won't involve displacing existing tenants. Properties that are used for year-long rental housing, and not as a second home Units targeted to low and moderate income households for 5 yr affordability term. Rents may not exceed 30% of income for a household earning 80% of AMI for 5 year affordability term. Projects damaged by Superstorm Sandy that now require rehabilitation or contain a number of units that are in need of rehabilitation
Criteria for Selection First-come, first-served Initially, 60% of the funds are reserved for LMI income families in accordance with HUD income guidelines	Criteria for Selection 70% of \$6M targeted to LMI 30% of \$6M targeted to households with incomes less than \$250K or less Applications whose homes were sub- stantially damaged will be processed in the order in which they are received, and prioritized ahead of other applicants whose homes were not substantially damaged All other application processed in accor- dance with State's stated priorities	Criteria for Selection Demonstrate that building or unit will be brought up to code using an award that's within funding limits of program component Properties with seven or fewer units and properties containing special needs populations
Prioritization	Prioritization Priority 1: Homes with "substantial damage" as determined by NJ floodplain managers, regardless of zone Priority 2: (if demands and funds remain after Priority 1): Severe/major damage only in A/V zones Priority 3: (if demands and funds remain after Priority 2) Severe/major damage in all other zones	Prioritization Priority 1: rental properties with mold remediation needs; properties with seven or fewer units; and properties with units for special needs populations. Priority 2: rental properties that consist of 8 – 25 units and require significant rehabilitation

^{*}As written in SR policy included in SR RFQ.

Program Intake

Outreach efforts will focus on ensuring that different populations and groups, particularly those needing reasonable accommodation, understand the application process and how to apply. We will work with local agencies, nonprofits, and government agencies to explain the process and system so that they can assist in offering their computers and support during the application period. As part of the outreach and intake effort, we will develop an informational website with information on the Incentive, RREM, and Small Rental programs. This site will display short summaries of each program as well as link to documents with complete details of each program. The SSHIP program website will also have detailed information on the application process, including a list of "frequently asked questions", FAQ's, a link to the application, and the Call Center numbers and operating hours where specific questions and issues can be addressed.

As described in the Outreach Plan, outreach will be conducted to potential applicants in each of the 9 counties serviced by this first tranche of HUD CDBG-DR funds. The outreach campaign will have a critical impact on the application process and our intent will be to educate applicants on the process and steps to apply, as well as providing recommendations for an applicant to receive the most benefits available within program parameters.

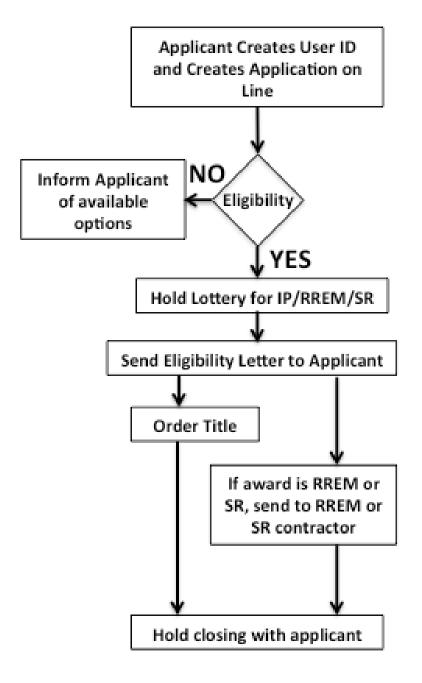
Outreach will emphasize that since a randomization system will be used, applicants will not need to wait in line or be at one specific time or location. Instead, they will have a two week window to complete their application on-line, by phone, or in person. The outreach campaign will also provide the website address, date and time that applications can begin to be submitted, and the phone number for the Call Center.

Our experience shows that a randomization system provides the best method for ensuring a fair and safe selection process. Without this, great risks arise. For example, in May 2011, the Dallas Housing Authority opened its waiting list for the first time in five years

- and a line of 15,000 applicants formed on the first day. We are not alone in seeing such long lines form - other agencies across the country have been in similar situations. As a result, more agencies are choosing to only open their waiting list using an on-line application process combined with a randomization selection.

The HGI team is very sensitive to providing the applicant with one, simple to complete, application that can be completed on-line or by calling in to the call center. We are also sensitive to the need to make the entire process, from application submission to closing, as seamless as possible for the applicant even though multiple contractors may be involved. Our goal is that once the applicant is found to be eligible and is passed to the RREM or SR contractor, that the applicant to feels part of a well-designed, single housing recovery program, eliminating any unnecessary duplication of effort on the part of the applicant. As such, our process integrates with the processes of the RREM and SR contractors to calculate duplication of benefits and award values. Shown in this figure is the overall flow of an application through the housing recovery programs of Incentive, RREM, and Small Rental.

Process Flow for Intake, Eligibility Determination, Award Calculation, and Closing



- Applicant can apply on-line, submit a paper application, or over the telephone to the call center
- Determine eligibility for specific program(s) applicant applies to
- Randomize all eligible IP/RREM/SR applicants to determine "first come, first served"
- Notify applicant
- Order title search from title companies
- If RREM/SR send to contractor for determination of Duplication of Benefits and Award calculation
- Hold closing once ownership is validated by title, RREM/SR contractor validates that sufficient funds are available, etc.
- Notify any applicant that fails eligibility at this time.

The applicant will access the on-line application through a URL link that will be found on several web sites giving information on the housing recovery program. The applicant can complete the application on-line or call the call center where an intake specialist will complete the application with the applicant.

Once applications have been received and the 14-day period has expired, a lottery will be held for all eligible applicants. Applicants will be sent a letter informing them that their initial eligibility has been confirmed and given instructions on the next step. Applicants that applied for the RREM or SR program will be sent to those contractors for the next steps in the process. All data and any documents already entered into HP-CMIS will be made available to those contractors. Title will be ordered for all eligible applicants at this point.

Applicants that are applying for only the Incentive program will move to closing as soon as the title is received and ownership is verified. Identify will be verified at closing. When the RREM and SR contractor have computed duplication of benefits, calculated award, and completed all actions necessary for closing, those applicants will also move on to closing.

Case monitoring, file reviews, closeout, and other actions after closing are not shown but are discussed in subsequent sections.

Application

In order to apply for the Incentive, RREM, or Small Rental Program, one application will need to be submitted. Beginning on a stated date and time, applicants may begin submitting their applications on-line, in person, or over the phone. The application itself is user friendly for all skill levels and available in English or Spanish. eGrants was designed and the HP-CMIS will be built so that the applicant can submit all of the application on-line from home, libraries, service centers, or anywhere they can access the internet.

By allowing applications to be submitted on-line, we provide applicants the ability to submit their applications at a convenient location and time. Our experience has shown that a majority of low-to-moderate

income people use and access the internet to perform a wide range of functions. Users may start their application at one time, then save their application and resume it at a later time. If users have questions about the application or HP-CMIS system, they can call the Call Center for assistance. Applicants must have certain information in order to complete their application, such as their FEMA number and SSN.

Applicants may also complete the application over the phone through the Call Center, which will be open from 8AM – 8PM ET, seven days a week, excluding State holidays. The Call Center has TTY capabilities and will have English and Spanish speaking operators.

Although our expectation is that the majority of people will use the online method of completing their application, and secondly the phone, we will take several steps to ensure access to all, including providing walk-in centers. Our Service Centers will have kiosks with computers available and customer support staff to assist. However, there will be no priority or advantage in completing applications at the Service Center – the differentiator is that staff will be available in person to answer questions.

Completing and Submitting the Application

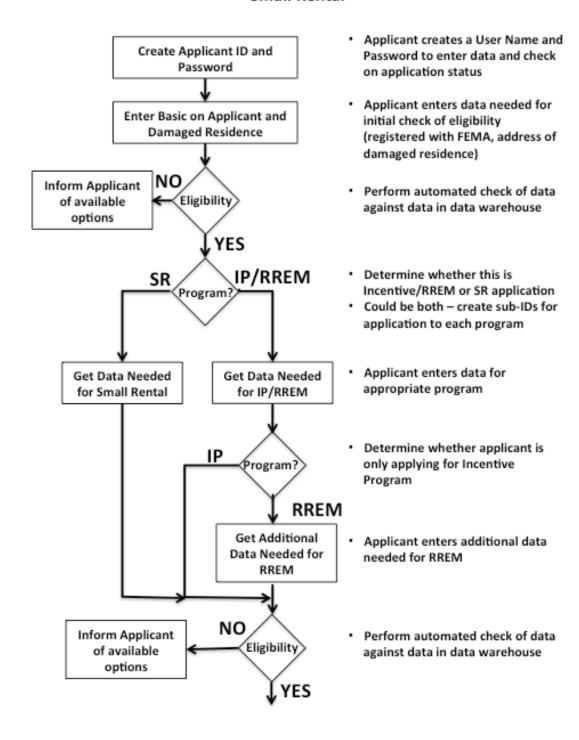
The figure below shows the basic flow through for the on-line application. It illustrates three major features:

- 1. The form is dynamic and expands as required to collect the necessary data. For example, a screen will ask "Did you have insurance?" If the applicant answers "YES" then the screen will expand further to ask for the name of the insurance company and policy number. It will then ask if they had flood insurance, etc.
- 2. The path through the application will depend on which housing assistance program (or programs) the applicant is applying for. Since some data are needed for the RREM or Small Rental program but not the Incentive program, the application will only ask for that data if the applicant says he/she is applying for the other programs.
- **3.** Eligibility for the program is determined as the ap-

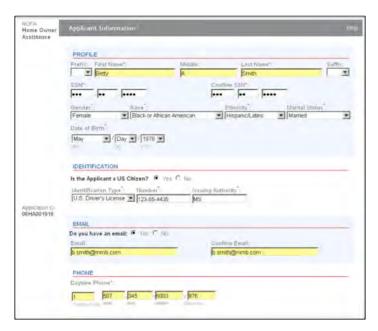
plicant is entering data. If it is clear that the person is not eligible (for example, the applicant answers "NO" to the question "Was your property damaged by Superstorm Sandy?"), the on-line application will inform the applicant and prevent the applicant from

completing the rest of the application. This not only reduces the number of applications that need to be processed, but more importantly it saves the applicant the aggravation of completing a lengthy form only to be told at the end that they are not eligible.

Single Application for Incentive, RREM, and Small Rental



The first step in the Application Submission Workflow is for the applicant to go on-line to the HP-CMIS website (links will be provided from several other web sites where an applicant might go for information including the New Jersey Sandy Recovery website) and create a user-name and password.



Eligibility and Benefits Determination

Initial Eligibility Review must be completed in 5 days and involves the following activities, which can either be conducted by call center operations or Eligibility Analysts.

- Collect and verify documentation needed for the application.
- Review with applicants the list of completed/needed documents.

Once all eligibility checks have been conducted the Case Manager will be assigned and an appointment will be scheduled to discuss the next steps in the program. Additionally, applicants will be provided access to a website so they can check status on their application/grant. With an assigned login and password for each user, the applicant can check the status of various

information including approvals, milestones, approved payments for construction, or appeals.

The process described below will be used when the HP-CMIS determines that the applicant is not eligible or cannot verify all data in the application. If awarded the contract, the Team will develop detailed written procedures governing how the work will be accomplished, and these procedures will serve as a training tool and a desk reference guide for staff.

STEP 1: REVIEW APPLICANT INFORMATION

The HP-CMIS on-line application will verify all data elements as the data are entered into the on-line application against data that are in the Data warehouse. The chart below shows the data that will be verified by HP-CMIS and the data sources for each of the data verifications.

If the particular data item is verified but the value makes the person ineligible, the Eligibility Analyst will review the application for the source of ineligibility before a letter is sent. For example, if the verification failed the HP-CMIS verification process because the address and the county is not one of the nine most affected counties; the Eligibility Analyst will verify it is a true ineligibility before sending an ineligibility letter. The Eligibility Analyst will be able to add any contact with the Applicant in the HP-CMIS in the case notes.

In cases where the applicant failed to enter data, the Eligibility Advisor will assist the applicant in getting the data entered. If the applicant does not have the data (for example the FEMA registration number has been lost), the advisor will explain how to get the data. If the applicant has the data, the advisor will check to be sure that the data actually entered matches the data the applicant thinks was entered. If necessary, the advisor can assist in correcting the data.

STEP 2: EVALUATE AND COMPLETE THE ELIGIBILITY DETERMINATION PROCESS

Eligibility Analysts will receive reports daily of all cases that have completed the verification process, as well as all cases where verification attempts for one or more factors have been unsuccessful. In the event verification fails the Eligibility Analyst will review the file and determine if corrective action can be taken or if the applicant has been determined to be ineligible.

STEP 3: MAIL ELIGIBILITY DETERMINATION LETTERS TO APPLICANTS

Once deemed eligible, the Eligibility Analyst will have the HP-CMIS generate determination letters to be sent to the applicant. In the letter, the applicant will be told that based on the initial eligibility criteria they have been found to be eligible. It will also explain the next steps and what additional verification will occur before an award is made (for example, a title search will be run to ensure that the applicant is the owner of the damaged residence.). The Incentive Program Eligibility letter will also include information about scheduling a closing as well as provide a list of additional documents that the applicant needs to bring to the closing.

STEP 4: PERFORM QUALITY CONTROL ON ELIGIBILITY AND BENEFIT DETERMINATION

Because the program is new and a large number of applicants must be processed in a very short time, formal Quality Control is essential at several key points during the intake and eligibility processes. The HGI Team will conduct comprehensive reviews of file documentation at each of the following key processing points:

- When applications are determined complete and ready for award determination.
- Upon completion of award calculations and prior to notice of awards to applicants.
- Upon completion of closing to ensure all required documents are present and appropriate liens have been placed.

Data Verification

	Program Requiring Data				
Data Item	IP	RREM	SR	Validation	Validation Method
Damaged by Superstorm Sandy	X	X	Χ	Applicant Intake	Applicant attestation, FEMA registration
FEMA Registration	X	X	X	Applicant Intake	Compare FEMA number, name, and address against FEMA data in Date Warehouse
Located in one of 9 most affected counties	X	X	X	Applicant Intake	Normalize address data against postal database, compare to list of counties, use zip code for codes that do not cross county lines, geo-code address
Located in NFIP A or V ABFE Flood Zones	X			Applicant Intake	Geo-code address, compare against ABFE flood zone data in Data Warehouse
Identity of Applicant	X	X	Χ	Applicant Intake and at Closing	Interface to Equifax SSN database and applicant supplied picture ID at closing
Owner of Record	X	X	Χ	Prior to Closing	Order Title Search
Primary Residence	X	X		Applicant Intake or at Closing	Homestead data in data warehouse or other means acceptable to NJ such as voter roles, utility bills, etc.
Current on Property Taxes	X	X		Prior to Closing	From title search showing information on liens

Data Verification, continued

	Program Requiring Data				
Data Item	IP	RREM	SR	Validation	Validation Method
Applied to RREM, other rebuild program or taken steps to repair or reconstruct	X			Applicant Intake or at Closing	At intake if applicant applies for RREM, at intake if state provides list of other programs and names are in data warehouse, else at closing with proof that repairs or reconstruction has begun.
Sustained FVL of \$8,000 or more than one foot of flooding	Х			Applicant Intake	Data in data warehouse from FEMA Personal Assistance database
Agrees to live in home for 2 years	Χ	Х		Applicant Intake	Electronic signature on on-line covenant
Household Income less than \$250,000		Х		Applicant Intake or at Closing	Interface to Equifax database or applicant supplied 1040 at closing
Major or severe damage		X		Applicant Intake	Data in data warehouse from FEMA Personal Assistance database
Required Insurance at time of storm		X		Applicant Intake	Policy number, name, and address compared to data from insurance companies in Data warehouse
Legal Resident		Χ			Applicant attestation, verified at closing
Not in foreclosure process	Х	X	X	Applicant Intake or at Closing	Applicant attestation, verified with title search, or check with New Jersey Superior Court
Properties must be vacant & uninhabitable since time of storm			X	Verified by SR Contractor	Applicant attestation, verified by SR contract before closing
Rental Property with 25 or fewer units			Χ	Verified by SR Contractor	Applicant attestation, verified by SR contract before closing
Rental Property used for year-long rentals			Χ	Verified by SR Contractor	Applicant attestation, verified by SR contract before closing
Units will be targeted to LMI households			Χ	Verified by SR Contractor	Applicant attestation, included in covenants and then monitored
Units will have rents that do not exceed 30% of 80% of AMI			Χ	Verified by SR Contractor	Applicant attestation, included in covenants and then monitored

Case Management through RREM and Small Rental

Effective case management and communication with applicants is a central pillar of the HGI Team's service delivery model. Given the urgent needs of New Jersey residents impacted by Superstorm Sandy, we have designed our organizational structure, process flows and technology solutions to help applicants navigate smoothly through the RREM and Small Rental programs. The HGI Team envisions its case management role as being an advocate for applicants and property owners throughout the full application life cycle, from eligibility determination to closing. In this capacity, we will:

- Implement effective internal coordination mechanism with the Department's RREM and Small Rental contractors to ensure streamlined process hand offs and a continuous flow of information.
- Offer applicants multiple access channels to obtain information about the status of their benefit assistance and application as it is processed.
- Provide accurate responses to applicant inquiries upon either first receipt by the Call Center or referral to case management staff.

Our case management philosophy is that high quality and timely information delivered at appropriate points in the process is more important than the volume and frequency of communication. Guided by this philosophy, we minimize overall staff time spent communicating with applicants by anticipating their information needs around key process milestones and prioritizing the delivery of information when applicants need it most.

The HGI Team's approach to case management involves establishing and maintaining close working partnerships among all parties in the benefits process. We understand the specific requirements of customer care for each program and will take a proactive role in providing a high level of coordination and information exchange to address applicant needs. Our case management approach is focused on ensuring the effective operation of the RREM and Small Rental programs

given the complexities of each programs, the time sensitivity of applicant needs, the duration of time that rehabilitation and rebuilding activity typically takes and the multiple process handoffs embedded in the program design. We accomplish this through the following key functions:

- Education following successful completion of the initial eligibility screening, we will help applicants understand the benefits determination and management process. This will include, but not be limited to, explaining the nuts and bolts of the Department's program design, including the role of the RREM or Small Rental contractor respectively; how the rehabilitation/construction scope of work is developed; and how duplication of benefits and final benefit awards are calculated. We will deliver this information through multiple overlapping channels, including website content, written FAQs, program orientation/training sessions, official program notifications, and a fully staffed Call Center to respond to basic program inquiries.
- Coordination once the applicant file is approved for initial eligibility and referred to the RREM or Small Rental contractor, the HGI Team will implement internal coordination mechanisms to move applications through the benefits determination and closing process as quickly as possible. Our goal will be to facilitate a steady and continuous flow of information between all parties involved in this process, including inbound and outbound communication with applicants for status updates along the way. In doing so, we will seek to ensure each applicant receives the prompt attention it deserves and that applicants do not get "lost" in the process and that the housing assistance programs function as intended.
- Event Driven Notifications the majority of the HGI Team's outbound communication will involve event driven notifications to applicants at key milestones in the process. We anticipate these notifications will include: 1) the results of the initial eligibility screening; 2) notice of award to the applicant; 3) the scheduled date of closing; and 4) a final close out communication once all construction and closing activities are complete. Each notification will in-

clude information relevant to a particular milestone, what that milestone represents and next steps in the process. For example, applicants who pass the initial eligible screening will be informed of their assigned RREM or Small Rental contractor, next steps in the process and how to obtain additional information. Unsuccessful applicants will be informed the reason they have been determined ineligible and their rights to appeal.

• **Issue resolution** – given the urgent housing needs to be addressed and the inherent complexities involved in managing a multi-party process of this kind, it is inevitable that issues and challenges will emerge along the way. The HGI Team's case management will have primary responsibility to triage these issues as early as possible and determine appropriate resolution strategies. In some cases this may involve fostering a basic exchange of information from one party to another, such as between the homebuilder and the applicant. In others it may require soliciting specialized expertise, such as legal counsel to assist in determine benefit assistance amounts or providing legal opinions to address ownership issues or apply state and local law. In all cases, case management staff will serve as facilitators to ensure problems are identified and resolved in a timely fashion and to take steps to prevent similar problems from occurring again.

We recommend organizing the case management function around a series of teams that are assigned a defined case load of applicants. Each team will manage all coordination requirements, legal referrals, and information push and pull activity for the applicants within the team's caseload. Once an applicant is determined eligible for either RREM or Small Rental assistance, they will be assigned to a case management team and notified of this assignment as part of the eligibility notification they receive.

By adopting a team approach, we will improve information response timeframes by ensuring that more than one Case Manager is empowered to address an applicant's information needs. At the same time, we will eliminate the risk of delegating all process coordination and information dissemination requirements for a given applicant on a single Case Manager while

still maintaining accountability within the organization. In this manner, our team driven strategy will ensure insight into each applicant's case history is embedded within the organization and not in any one individual. Caseloads will be periodically rebalanced to achieve an even distribution of workload across the case management teams.

Closing TITLE OWNERSHIP AND LIENS

As part of the applicant's approval process, in order to determine ownership a tax search would be done to determine ownership, and a tax lien search would be done that would list unpaid tax encumbrances. This limited title search would be completed for all applicants, as it is the quickest and most reliable means of determining ownership and property tax statuses.

For, the RREM and Small Rental applicants, after determination of eligibility and receiving the amount of award/loan a caseworker would review the existing title policy if provided by applicant. Using that policy, they would contact the same company, (or another local company that writes on the same underwriter if the original company is not available) to have them provide an update to the title commitment. In all cases where previous title policy is available, a reissue credit for the cost of a title policy will be requested. The title company will be asked to sign an acknowledgement as to receipt of request, an agreement to deliver title and a further agreement to issue title policy after receipt of recording information of recorded covenant.

HGI title clearing department will work with applicants to address and clear any open title issues, such as judgments, tax liens, or corrective documents for RREM and Small Rental applicants, Incentive applicants are exempt from this action. A letter to applicant detailing any open mortgages or title issues that were found will be sent, upon receipt of title commitment and a copy of letter and commitment will be uploaded to eGrants. The applicant will be contacted to obtain account numbers and an appointment with a title clearance representative will be offered to discuss the process and requirements of any open issues. If said title issues cannot be cleared by a HGI representative

a list of attorneys or nonprofits willing to work with applicants will be provided. The file will be held in suspense/title resolution status.

Following pre-closing, the Incentive awards will be disbursed and RREM and Small Rental applicants will be able to move forward with construction and begin drawing from the escrow fund.

The HGI Team will coordinate the final closing once construction is complete and the property receives an inspection and certificate of occupancy. In preparation for closing the HGI Team will complete the following:

- Review the applicant file to confirm that all escrowed funds have been spent and that the owner has met all financial obligations.
- Determine the disposition of any unspent funds, where applicable, including returning funds to the Department.
- Update the title to reflect all loan activity.
- Preparing covenant agreements for properties designated to serve special needs populations, whereby the owner commits to serve the target population for a use restriction period determined by the Department.

The HGI Team's role will transition to compliance monitoring at this point, in addition to providing case management assistance to support the property owner throughout the construction process. In this capacity the HGI Team will serve as an advocate for the owner, helping to resolve issues that may arise and coordinating with the Small Rental contractor as necessary.

The applicant will be sent a final notification with the scheduled time and date of the closing. HGI staff will conduct the closing according to a standard protocol to ensure consistency and that all required documents are executed, as required to close out the applicant file. All electronic file data will be transferred to the Department's MIS system for archival purposes as part of the close out process, in addition to hard copies of all executed agreements.

 If a national underwriter is a partner, they may provide this clearance as well as the closing processes described below.

- Closing documents will be prepared.
- A closing will be scheduled when the construction contractor notifies SSHIP that the rebuild/rehabilitation work has been completed per program guidelines. At that time the client will be notified by the Case Manager and have an opportunity to schedule a closing and ask questions.
- Funds request will be made once title is clear and payoff letters are in hand and closing has been scheduled.

Closing will be conducted and closing documents will include:

- Settlement statement
- Owners affidavit
- Grant award acceptance document
- Restrictive covenants
- · Construction documents as required
- Lien document (note/mortgage)
- Escrow Agreement including draw schedule

After closing and upon receipt of funds, recording will be completed. Please note that 6 of the 9 effected counties allow electronic recordation. The documents will be recorded (electronically in all counties except Hudson, Bergan and Union) and certified copies will be sent to the insurer, along with the settlement statement and the owner's affidavit, along with the request for the issuance of the owner's title policy.

Copies of the completed closing documents will be uploaded to eGrants. All satisfactions will be recorded when received. Title policy will be uploaded when received.

Note that an underwriter, title company, law firm or bank can act as escrow agent. There will be a fee charged to manage this service.

LEGAL COVENANTS FOR RREM

The legal restrictive covenants that attach to the property will address the following items:

- Agreement to occupy as primary residence.
- · Agreement to provide hazard and flood insurance.
- Agreement to comply with building codes and energy star requirements.
- Agreement to elevate to most current standards.
- Enforcement of Covenants and penalties for noncompliance.

- Any additional requirements as determined by updated draft housing policies and finalized policies.
- Any other requirements as determined by the attorneys for the Department.

Once an applicant/applicant has been deemed eligible to receive the incentive award, an award letter will go out informing the applicant of the amount of their award, a closing time and location will be given. Included in the communication will be a list and explanation of the documents that will be required to be signed at closing and the items that will be verified prior to closing: ownership, tax liens, and identity.

It is the vision of the HGI Team that we will close the majority of the incentive awards within the first three months of the program. We will engage the services of local title companies to assist in closings and the recordation of the lien. We will hold mass closings in community locations and at those closings education will be delivered about all aspects of the program. We have experience in mass closings and an unparalleled method of managing this component of the program.

The closings for the RREM and Small Rental programs will not be done on a mass scale and will involve the presence of a case worker who will answer questions and explain the process to the applicant. We will engage local title companies to deliver title searches, title insurance and to conduct the closings. Much the same as the incentive closing though, ownership, liens and identity will need to be verified at closing and these RREM and Small Rental recipients will also receive a letter defining the award amount, the rules around its use, the documents required to be signed at closing and a date and time for the closing. Recipients will be able to contact the Call Center or their caseworker to ask questions or to request a different closing time.

PROCESS FOR COMPLETING COMPLIANCE

In order to receive draws from the funds held in escrow, applicant or applicant's contractor will request an inspection. Inspector will determine the percentage of completion and authorize disbursement of funds less 10% of total due to be held for the final draw. The

final draw will be made upon receipt of certificate of occupancy and evidence of hazard and flood (if applicable) insurance.

Verify the ownership of each property subject to the application. Assure that the owner has right title and interest to the property, identify all lien holders, and assist the owner in preparing a plan of action to satisfy all lien holders;

A tax search could be done to determine ownership, or an Ownership and Encumbrance Search (O & E) to determine ownership and list any and all open encumbrances. This does not provide any insurance. This can be ordered from any title company or underwriter. It is quicker and less expensive but it does not address any title defects that may exist. It will provide current tax information, list any past due taxes, list current owner(s) and list any open mortgages, judgments or liens.

Part of the application documents should be a current balance of any and all open mortgages/liens. Upon receipt of the O & E an appointment can be made with the applicant and an HGI counselor to discuss available options for repayment.

Program Close-Out

The HGI Team recognizes that the three actions identified for this Program Close-out - ramp-down of services, transition to compliance and monitoring operations, and program closeout require different processes, personnel skill sets, and overall level of effort.

Due to the funding method defined by HUD it is critical that the Department confirm both funding and program design for future tranches prior to the rampdown of the program. Any ramp-down followed by additional funding will require initiating a stand-up and result in additional cost. Upon completion of the disbursement of all funds the Program Close-Out will begin.

We have experience ramping down programs of various sizes and will work closely with the Department to develop appropriate timeframes for the closeout of each functional area of program operations; personnel and resource ramp-down plans, a commu-

nications plan for applicants, staff, and all remaining stakeholders. Our approach will be efficient and will provide minimum disruption for and maximum communication to all remaining applicants. Any transition related to compliance and monitoring will be addressed, including compliance with HUD and FEMA requirements. A final program closeout report will be produced and delivered that will capture the final breadth, scope, and accomplishments of the Program as well as final reporting metrics and statuses.

Quality Assurance/ Quality Monitoring

An effective quality assurance (QA) process is designed to prevent errors whenever possible and when errors do occur to detect and correct them in a timely fashion. A QA system should also provide information needed to assure that the organization learns and continuously improves. The HQI team will use a variety of QA techniques to assess compliance, ensure data integrity, and measure performance. Our QM approach is risk-based; it focuses resources on areas and issues that have high dollar impact, significant effect on customer service, and on known areas of risk or vulnerability.

The HGI Team's quality management approach has been used successfully on projects similar in size and type to the SSHIP effort. It includes an Operations level verification of all files, and then an independent QA/QC review before each file is sent to closing or another (non-closing) final status. It also includes monthly quality checks to ensure that program policies and procedures are current and being followed and effective internal controls are in place.

QUALITY PROGRAM PREREQUISITES

Clear and complete procedures and effective staff training are the first key to quality assurance. HGI will provide staff with policies and procedures as well as training to ensure that all staff are prepared to assist applicants and process applications in accordance with program requirements. Program procedures will include checklists that mirror the end-of-process QC

checklists to guide staff through the process and ensure that they understand the standards to which they will be held. Training also will include methods for identifying fraud and program abuse.

The second element of effective quality management is effective leadership and supervision. The HGI team leadership is responsible for establishing the overall quality framework and a culture of excellence for the organization and for the allocation and re-allocation of resources as needed to maintain high quality performance. Managers and supervisors are responsible for ensuring that their staff members have a clear understanding of their responsibilities and of the quality measures that will be used to evaluate their work. Managers and supervisors regularly review QC results and actively participate in problem solving and developing program improvements. These strategies may include on-the-job and formal training tied directly to QC results, strengthened supervision, and when necessary removal of any non-performers from their positions.

FILE QUALITY ASSURANCE

Because the program is new and a large number of applicants must be processed in a very short time, formal QC is essential at several key points during the intake and eligibility processes. The HGI Team will conduct comprehensive reviews of file documentation at each of the following key processing points:

- When applications are determined complete and ready for award determination
- Upon completion of award calculations and prior to notice of awards to applicants
- Upon completion of closing to ensure all required documents are present and appropriate liens have been placed

Initially, QC reviews will be conducted for 100% of the files at each step in the process. Based upon the results, QC at the first step (ready for award calculation) may be done on a sample basis. Throughout the program QC will be conducted on 100% of the cases prior to award notification and after closing.

An automated system **QualCheck**^{TM1} will be used to conduct the file reviews. QualCheck provides a framework for standard and objective measurement of compliance and performance as well as insights into the root causes of errors. It is a mature system that was designed specifically for the housing industry and been in use for more than three years. It has a platform that makes designing checklists specifically for the SSHIP requirements.

Separate checklists will be developed for each of the three programs and for different stages of the process. **QualCheck**TM also tracks the completion of corrections and includes a robust reporting module that enables reports to be generated using a variety of parameters. For example QualCheck can help report data to identify:

- Errors related to particular program requirements.
- Compliance rates by <u>location or functional area</u> (suggesting that staff in one location or functional area may need additional support or supervision).

As required by the RFQ, the [team] will provide periodic summaries of QC results to DCA.

FILE REVIEW QC AT PROGRAM COMPLETION

A final file review will be completed at SSHIP closeout using **QualCheck**TM. In addition to reviewing each file for compliance with all program requirements, the HGI Team will identify for the Department any outstanding issues and provide files to the appropriate body.

Data Analysis and Reports

Some key performance areas are better assessed using data rather than individual file reviews. For this reason, the HGI Team will generate, analyze and summarize a variety of reports intended to ensure the integrity of program data and to assess program performance on an ongoing basis. These reports will come from a combination of QualCheckTM results, eGrants records and other systems designed to manage processes. This section describes some examples of report types that can be provided.

COMPLIANCE WITH BASIC PROGRAM PARAMETERS

Income Targeting: HP-CMIS will track and report on progress with achieving the distribution of funds based upon income targeting for each program. The HGI Team will report regularly on status of the distribution of Incentive and RREM grants according to the split.

Location: Distribution of assistance by county. **Appeals Outcomes:** Analyzing the nature of applicant appeals and the number of appeals dispositioned.

CUSTOMER SERVICE INDICATORS

Call Center Performance -- Inktel Call Center automated reports provide important information about applicants' experience with the program. Inktel reports can provide both volume and service information and will be tailored for the SSHIP. For example:

- Number of calls Received [Inktel may be able to do this by county]
- Purpose of calls: (e.g., obtain information, complete application, inquire about status)
- Number of calls answered within specified performance criteria (20 seconds)
- Number of calls abandoned and how long callers held before abandoning
- Average talk time
- How many issues were resolved on first call (as opposed to having to be transferred or referred to processing staff for resolution)

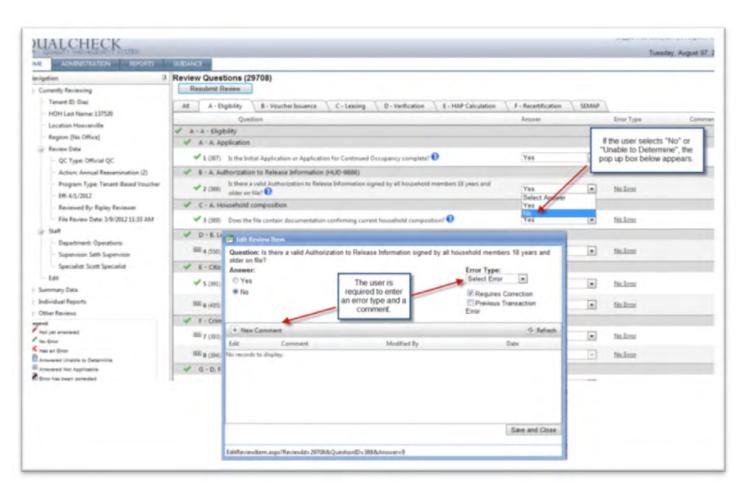
QUALCHECK OVERVIEW

QualCheck is a proprietary quality management application developed by our partner Quadel. It is a mature software application that was initially developed to support quality management activities for the HCV programs that Quadel directly administers. Over the last several years its scope has been expanded to include quality management activities for the US Department of Agriculture (USDA) Rural Development Voucher Program and local agency public housing programs.

QualCheckTM three modules include:

- A Checklist Module with the ability to create customized QC checklists based upon individual program rules and HUD requirements
- A Reports Module that includes an individual report for each review and summary reports that can summarize results by program, location, organization unit, and individual staff member as well specific compliance areas. This enables rapid identification of performance problem areas and root causes.
- A Corrections Tracking Module that can prioritize corrections by relative importance, such as financial impact or due date.

Quadel's Hosted Service Model makes implementation for new organizations easy and cost-effective because only internet access is required. QualCheck operates on a secure, high-availability platform and uses a separate, dedicated encrypted Microsoft SQL Server database. The service includes application and database monitoring and support and daily data back-ups.



SERVICE CENTER PERFORMANCE

QualCheck² is a mature software application that was initially developed to support quality management activities for the HCV programs that Quadel directly administers. Over the last several years we have expanded its scope to include Public Housing file reviews and quality management for the US Department of Agriculture (USDA) Rural Development Voucher Program. Quadel uses QualCheck both in its own operations and as a consulting tool.

The reports contain actionable data that can be used to provide guidance and supervision for staff, improve program policies and procedures, and address performance issues in a fair and supportable manner.

Appeals

A separate HGI Appeal Team will verify, accept, and investigate Appeals requests pertaining to eligibility and/or grant amount, and execute the Appeals process, including:

- Verify the Appeal is timely filed 30 days from postmark on the ineligibility notification letter or 30 days from the date of the first closing.
- Open an Appeal in eGrants.
- Assign the case to a new Case Manager Liaison.
- Verify all necessary documentation exits in the file; engage the homeowner and/or Title Company to obtain any missing information.
- Make a determination/recommendation to the Department within 20 days on the Appeal after all needed documents are received.

Appeals will be accepted upon determination of eligibility and at close. The Appeals team will work with the Case Managers to ensure that applicants understand the appeals process and that the appeal review is completed in a timely manner. As required the Appeals team will seek a legal certification that program policy has been followed. Upon review by the Department the Appeals team will work with the Case Manager to notify the applicant of the decision.

Case Management

HGI team follows a continuous improvement model that involves ongoing monitoring of both procedures and operations to ensure compliance with SSHIP policies and other State and Federal guidelines. As described in our Quality Assurance/Quality Control and Fraud, Waste and Program Abuse discussions, HGI will implement and monitor a rigorous compliance and quality control effort that includes ongoing monitoring to ensure that policies and procedures are current, correct and being followed by staff; analysis of trends that may require reviews of policies or procedures; and identification of statistical outliers that need to be understood. The results of this monitoring will inform and focus the attention of the HGI management team on priority issues. The results and our recommendations for any adjustments in policy or approach will be made to the Department.

Section 3.1.10 of the RFQ requires HGI to establish a "best practice" case management program geared to confirming that program grantees are incompliance. As part of program start up, HGI will work the Department to develop the required documents (such as the self-certification form for the Incentive program) and protocols for grantee monitoring.

For monitoring all three programs, we propose using a targeted statistical sample to ensure that awardees in different circumstances are included in the sample. For example the sample, though randomly selected, should include a representative sample of homeowners from each county (and perhaps sub-locations within a county and applicants receiving different types of awards (e.g., those whose only assistance is the Incentive grant and those who receive the Incentive and RREM or Small Rental funds). As part of the procedures development process HGI will propose a sampling method for the Department's approval.

The results of monitoring activities will be reported to the State on a monthly basis and when non-compliant grantees are identified, HGI will recommend a remedial action. The HGI fraud, waste and abuse unit will work with the Department to pursue appropriate action.

Issue Tracking and Fraud, Waste and Abuse Coordination

HGI's approach is to rapidly address issues as they occur throughout the life of the project. Quick identification and documentation of issues is key to a rapid resolution. The capture of issues and their subsequent tracking ensures that issues are not lost and that all issues are resolved. The objective of this process is to minimize the negative impact on the progress of the project.

Case Managers will utilize the HP-CIMS to document all reported issues with a file or an applicant. The scope of the FWA program includes the actions of applicants and program participants, SSHIP program staff and contractors. The HGI Team has significant experience assisting clients with implementation of regulation-based activities and the auditing processes that go with them. The HGI Team will include dedicated staff whose role is to support audit and fraud activities. The staff will be organizationally independent from operational functions.

SUPPORTING AUDITS AND INVESTIGATIONS The FWA team will be responsible for:

- Coordinating external audits including scheduling internal resources, providing requested data and documents, tracking all audit findings through to closure, and maintaining audit records.
- Initiating investigations and responding to requests for information related to investigations and prosecutions.

SUPPORTING INTERNAL FWA EFFORTS

The FWA staff will serve as technical advisors and support to the rest of the organization with respect to FWA issues. This includes:

• Identifying potential risk areas through periodic program reviews and data analysis and developing strategies for mitigating risks. For example, analyzing appeal outcomes for potential abuse and setting thresholds for the analysis of outliers.

- Participating in the development of procedures and training to ensure that they contain appropriate FWA safeguards and protocols.
- Serving as the organizational contact point for Open Public Records Act of 2002 requests, ensuring that any documents released conform to OPRA requirements
- Ensuring the organization complies with federal requirements with respect to safeguarding personally identifiable information (PII) including minimizing the use of PII and securing both electronic data and paper documents that contain PII.
- Creating and maintaining a system for individuals (staff, applicants, and the public) to report allegations of fraudulent activity.

Document Management and Records Retention

Initially all documents, files, and other attachments associated with an application will be indexed by the application id and stored directly within HP-CMIS. They will get into the HP-CMIS in one of several ways: documents (i.e. letters, emails, etc.) that are generated by HP-CMIS will automatically be saved and stored, documents or files provided by the applicant will be scanned at the service center and uploaded by the intake advisor, documents generated by another contactor, closing agent, or state agency that have access to HP-CMIS will be attached by that contractor or agency.

HP-CMIS is designed so that all documents associated with an application are stored directly in the HP-CMIS. All documents will be classified and indexed. The index will enable rapid and seamless retrieval and the classification control access and retention – how long they must be retained and when they should be deleted.

The HGI Team is very sensitive to the states need to make documents available to intake and eligibility staff processing the applications and to the RREM and SR contractor for duplication of benefit and award calculations. The team is also very sensitive to protecting private data and to keep data and documents out of the hands of persons and organizations that

should not have them. Access to any documents stored within the HP-CMIS will be controlled by user id and password and by specific roles that a user must have to see certain documents. Roles do not give blanket access to all documents but rather to certain classes of documents. The HGI Team will establish policies on access to data that comply with all state and federal laws governing access to information. Roles within the system will be based on these policies.

Inquiries of the system of record for data or documents will be tracked in a number of ways. All inquiries made by an applicant either to the call center or in person at a service center will first be verified by the call center as coming from the applicant and not from someone just wanting information on an applicant. Once the identity is verified, each attempt to access data or documents will be recorded and tracked in the case notes for each applicant. Each time an applicant logs into the system using the applicant's user id and password, HP-CMIS will record the event. Finally, eGrants has, and HP-CMIS will have, a journal that records anytime any piece of data is changed, the time it was changed, and who changed it. This is crucial information that is invaluable for audits and QA/QC reviews of the applications.

If the Department decides at some point that they want to us a document management system outside of HP-CMIS, then HP-CMIS will seamlessly interface with such a system. In Road Home, all documents were originally stored in the eGrants database. Louisiana decided at one point in the program to move all documents to Documentum, a document management system. This was done and the interface is completely seamless to the user.

During the Road Home program, HUD required that a paper copy of every document be placed in a file for each application. At various times during the process, file reviews were conducted to ensure that all documents were stored electronically and that paper copies existed. If paper copies did not exist, the electronic copy was retrieved and printed. At close out, a final review was held to again insure that all documents were stored electronically and a paper copy exited in the file. The files were then taken off-site for

retention. If New Jersey or HUD require paper copies, a similar process will be done. Regardless of the decision on paper copies, file reviews will be held to ensure the electronic copies are retained.

HP-CMIS will generate letters and emails that can be sent to the applicant at different points in the process to notify them of the status of their application. Emails are sent automatically. Letters are generated and stored in a folder that can be taken to a high speed printer. Once printed, the mail house will mail to the applicant.

We will provide a range of methods for families and landlords to submit required documents. Current methods include fax, e-mail, direct upload, scanning at kiosks at our site offices, or mailing via a provided pre-paid pre-addressed envelope. All incoming documents are imaged upon receipt and thus available in near-time to all relevant program staff. Hard-copies of documents are scanned and indexed in secure facilities behind bio-metric sensors and monitored by closed loop video surveillance. Once imaged, documents are encrypted, stored in Tier 1 data centers, and backed-up to magnetic tape.

HGI's Document Management team has experience handling filing, retention, and retrieval of documents in secure environments for large-scale projects. Document Management is the central point for a number of tasks including receipt and processing of all incoming mail, document storage, identification and uploading of documents into the systems of record, production and processing all outgoing applicant communication, supply requisition, storage and distribution, and fulfilling requests for documents from various program stakeholders.

The team has responded to all mail function requests, necessarily at times with short notice, in order to:

- Communicate general information
- Support Operations
- Present opportunities for participation in program awards
- Request data to clarify information previously provided

- · Perform compliance and monitoring, and
- Enhance outreach activities

The Document Management Team has created processes for each activity and assigned tiered levels of responsibility. Each Document Management staff member is responsible for a specific function, but is also responsible to assist on certain routine large efforts (i.e. opening and processing incoming mail). The staff's flexibility allows the Documentation Management team to timely and efficiently compete large projects as needed by the production teams.

Quality control checks are put in place to ensure accurate processing and storage of documentation.

File Closeout

Quality control checks are put in place to ensure accurate processing and storage of documentation. After the close with the Title Company, each file will be reviewed against a checklist to ensure that the documentation required by the program is attached and has been verified. Files that are complete will then be printed and the Retention Manager will code and store the file appropriately. Files that are not complete will be referred to the Case Manager's Manager who will resolve all issues and return the file for review.

SAMPLE FILE DOCUMENTATION AT CLOSEOUT

	ELIGIBILITY VERIFICATION			
Document	Verifies		Program	
		IP	RREM	SR
Application	Damage by Superstorm Sandy, FEMA Registration, Located in 1 of 9 counties, Located in NFIP A or V ABFE Flood Zones, Primary Residence, Major or Severe Damage, Required Insurance at Time of Storm Applied to RREM, Sustained Privacy Release, Self-Attestations	X	X	X
Copy of Driver's License, Passport	Identification	X	X	X
?Need to state what would be used?	Proof of Legal Residency	Χ	X	X
Title Search	Owner of Record, Current on Property Taxes, Not in foreclosure	Х	X	Х
Other documentation needed if unable to prove via other methods	I.e., Documentation showing other rebuild program or taken steps to repair or reconstruct; NJ Superior Court records if unable to show that property is not in	X	X	X
SRA Documentation provided by SR Contractor	Rental Property with 25 or few units, Rental Property for year-long renewals, Units Targeted to LMI Households, Units with Rents not exceeding 30% of 80% of AMI			Х
	PRIOR TO CLOSING			
Pictures of damaged property & supporting documentation	Home Evaluation pictures match appraisal pictures; Construction Completion		X	X
Pre-Storm Value Documentation	Pre-Storm Value in system of record is supported		X	X
Scope of Work	Grant Award Calculation		X	Χ
Estimated Cost to Repair	Grant Award Calculation			

SAMPLE FILE DOCUMENTATION AT CLOSEOUT, CONTINUED

	ELIGIBILITY VERIFICATION			
Document	Verifies		Program	
		IP	RREM	SR
Applicants insurance, Flood insurance, FEMA Assistance Documentation	Duplication of Benefits		X	X
Contractor Invoices/ Payments	Documentation of disbursed values		X	X
System of Record Notes	Issue Resolution Documentation	X	X	X
Other Critical Documents, as needed, (i.e. POA, Covenants, Subrogation Agreements, Affadavits, etc.		X	X	X
	CLOSING DOCUMENTATION			
	Settlement Statement			
	Owners affidavit			
	Grant award acceptance document			
	Restrictive covenants			
	Construction documents as required			
	Lien document (note/mortgage?)			
	Escrow Agreement including draw schedule			

Facilities

FACILITY MANAGEMENT

The objective of facility management is to go unnoticed. Employees function best when they work in a safe, functional, and comfortable work environment. HGI brings the experience of successfully managing commercial properties in a variety of settings and in multiple locations. The RFQ outlines the possibility that the successful proposer will be asked to procure and manage 10 locations to support the program. HGI will be responsible for all facets of facilities management including overseeing security, janitorial services, internet service, telecommunications and all components of facility management in the 9 Housing Assistance Centers and the Servicing Center.

Each facility will contain adequate desks/cubicles,

office chairs, office supplies, document destruction services, internet service, data circuits, and parking for all staff at the location. The facility shall be available 8am to 8pm, 7 days a week excluding State holidays. Both unarmed and armed guard services will be considered at each facility to monitor/screen access and activities of all employees and visitors. Each facility will meet government requirements for fire safety, accessibility, seismic and sustainability standards. Space shall not be in the 100 year flood plain unless the State has determined it to be the only practicable alternative.

Reporting

Status reporting and the communication of project activities to the Department and other vendors are integral to quality program management, and key to productive operations to SSHIP. The HGI Team will

communicate project, risk, and issue statuses weekly, and will communicate Program status monthly. The objective of the weekly meeting is to identify the progress in each functional area, and well as the challenges and issues. The monthly Program status meeting will provide program direction, updated timelines, and updates to the Program Plan.

Team HGI will collaborate with Department to define the details for effectively reporting progress and status, but envision reports as outlined below. We propose to provide snapshots of active inventory in the Weekly Project Status Report and snapshot information for Program data in the Monthly Program Status Report. Between the two reports, we expect to include the data reporting in the current Situation Report produced by ICF.

Team HGI will work with the IT Services vendor to produce the Weekly Project Status Report and the Monthly Program Status Report.

WEEKLY PROJECT STATUS REPORT

Team HGI will generate and submit a weekly report. This report will have 4 sections:

- Project Activities -> Summary of progress toward contracted deliverables
- Operations Progress -> Documentation of inventory changes in each functional area
- Issue Management -> List of outstanding issues, and new issues, along with dependent activities
- Financial Management -> Overview of funds requested, drawn, and disbursed

MONTHLY PROGRAM STATUS REPORT

The Program Status Report is an accounting of progress toward major Program milestones. Each contractual deliverable is listed (including all task order deliverables), along with the current status. This

report is intended to provide a status of the direction of the Program, and will include milestone timelines, updates to the Management Plan, and an update on Risk Management activities. It will be used as the agenda for the monthly "State of the Program" meeting between the HGI Senior Management Team and the Department.

ADDITIONAL REPORTING

The HP-CMIS will have a rich reporting capability that will contain both standard reports and the ability to create ad-hoc queries. Results of the ah-hoc queries can be exported in a variety of formats that can be imported into future systems and databases to be developed by the Department.

HP-CMIS will also have dashboard reports that can be accessed at anytime by users with the proper roles. These reports are designed to present staff and management with information they need for decisions and reports they must make. Shown here are some of the dashboard reports from eGrants that have been or are being used in Road Home.

OCD REVIEW REPORT

In Road Home, OCD sampled a percentage of all awards files before the file was passed to a title company for closing. This report shows by data the num-

ber of files submitted for review, the number reviewed, number passed, number failed and the percentage passed. It gave OCD and the QA/QC team information on how well the process was working and alerted both if major problems were being identified.

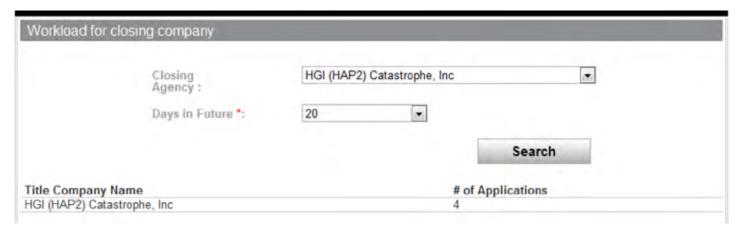
Total number						
Review Date	Number Available	Number Selected for Review	Number Reviewed	Number Passed	Number Failed	Percentage Passed
08/10/2007	634	4188	440	439	1	99.77
08/12/2007	333	336	3	0	3	0.0
08/13/2007	409	1920	341	322	19	94.43
08/14/2007	287	1265	251	229	22	91.24
08/15/2007	323	1380	325	302	23	92.92
08/16/2007	485	2081	333	313	20	93.99
08/17/2007	493	2643	700	676	24	96,57
08/19/2007	426	1772	422	409	13	96.92
08/20/2007	207	702	101	93	8	92.08
08/21/2007	476	2174	367	343	24	93.46
08/22/2007	599	1774	593	578	15	97.47
08/23/2007	899	3173	732	707	25	96.58
08/24/2007	1142	9100	940	916	24	97.45
08/25/2007	1597	16719	744	716	28	96.24
08/26/2007	892	4587	1114	1099	15	98.65
08/27/2007	358	1688	934	906	28	97.0
08/28/2007	305	1214	759	753	6	99.21
08/29/2007	785	4472	1361	1354	7	99.49
08/30/2007	347	571	564	564	0	100.0
08/31/2007	124	703	130	129	1	99.23
09/04/2007	251	1183	163	154	9	94.48
09/05/2007	307	1235	273	271	2	99.27
09/06/2007	611	3173	417	405	12	97.12
09/07/2007	531	1494	507	480	27	94.67
09/09/2007	618	618	5	0	5	0.0
09/10/2007	632	2018	587	579	8	98.64
09/11/2007	579	2166	507	492	15	97.04
	***		*			

WORKLOAD REPORT

This report showed was used to manage the assignment of closing files to the different closing companies.

			Total number of row(s):	
	Total Number of Applications pending to b			
Closing Company Name	No. of Closings Assigned	No. of Closings Done	No. of Remaining Closing	
First American Title Insurance Company of Louisiana	39290	2788	3650	
HGI (HAP) Catastrophe, Inc	41297	17507	2379	
HGI (HAP2) Catastrophe, Inc	4537	3330	120	
HGI Catastrophe, Inc	36994	2400	3459	

Forecast workload:



Aging Report:

Status: Trans	mitted for Closing
No. of Days	No. of Applications
Less than 30	93
30 - 59	19
60 - 89	8
90 - 119	9
Greater than 119	76
Total	205

Potential Challenges

In any Disaster Recovery Program it is impossible to anticipate all the issues or problems that may arise. We have firsthand experience with programs that are fluid and evolve over time. It will be our goal to solve challenges in partnership with the State rapidly, effectively and efficiently. We understand the need to be flexible and responsive to these challenges. The best approach for challenge resolution is to plan ahead and address as many of these as early as possible. If chosen as the SSHIP Contractor we look forward to a dialogue with the Department about the potential challenges listed below and our proposed solutions.

- Early communication and education about eligibility for the program in a direct, complete and simple manner will be vital to the program. Due to the limited funds and the large need, outreach will be vital and necessary to the perceived success by New Jersey citizens of the Department and its contractors.
 - An approved Outreach plan as early as possible will help to ease this.
 - Minimal policy change will alleviate confusion, irritation and dissatisfaction. Minimal policy change also has the added benefit of reducing costs of program management.
- Our prediction is there may be significant statistical differences between awards amongst counties due to "the first come, first serve" requirement, varying response rates, speed of response and a natural standard distribution.

- Our experience shows that a randomization system, an open period--after a defined application period, provides the best method for ensuring a fair and safe selection process.
- A randomization process allows the applicant and the contractor to manage large numbers of people with safety and reasonable accommodation. Randomizing the selection allows the opportunity to ensure equal distribution throughout the nine counties. The HGI Team has successfully opened waiting lists using this process and recommends this procedure for use with SSHIP applicants.

There are inherent risks with not having the other two tranches rapidly available. Contractors will be ramping down and then have to re-start and may be unable to staff up. The longer the time between delivery of further dollars the greater the cost and dissatisfaction of the applicants-waiting-to-be awardees.

• A rapid deployment of funds would minimize this challenge.

Organizational Support and Experience

HGI Leadership Team LARRY ONEY, CHAIRMAN AND CEO

Since 1999, Mr. Larry Oney has been the majority owner, President, and CEO of HGI and its subsidiaries, a group of casualty/ property third party claims administration firms doing business in Louisiana, Texas, Georgia, Florida, and Washington D.C. HGI focuses on claims management, risk management and disaster services.

Mr. Oney has served as Risk Manager for the City of New Orleans as well as Associate Executive Director of the Louisiana Insurance Guaranty Fund overseeing all of its claims operations. Mr. Oney has successfully broadened the service territory of HGI from Texas into Georgia, Washington DC and Louisiana. He continues to grow the company to serve the entire southeastern region of the U.S.

When Hurricanes Katrina and Rita struck, Mr. Oney's company amassed the resources to assist with grant administration, program management, payment verifications and property inspections managing over 150,000 claims and disbursing over \$5 billion in federal funds. Mr. Oney has grown HGI from \$500,000 annual revenues to \$36 million annual revenues in 12 years.

CHERIE PINAC, CHIEF OPERATING OFFICER

Cherie A. Pinac is Chief Operating officer of HGI. She has over eighteen years of experience in the legal, regulatory compliance, and risk management industry. Upon graduation from Law School in 1995, Pinac began practicing in the area of environmental, corporate and regulatory law.

In 1997, Pinac joined Louisiana Workers' Compensation "LWCC", the largest workers' compensation carrier in the State of Louisiana. Pinac served as Vice President and General Counsel for LWCC. During her 13 year tenure with LWCC, Cherie served as

Chief Legal Officer and provided counsel and advice to executive staff and the Board of Directors. Her responsibilities included management of a 24 member in-house legal division and communications and public relations section, as well as all aspects of the corporation's risk management and mitigation program.

Pinac served as Vice President of F.A. Richard and Associates, Inc. (FARA), a third party administrator. While at FARA she was responsible for the State of Louisiana Office of Risk Management Account, a \$68 million risk management account including workers' compensation, general liability, property, medical malpractice, and auto as the Executive in charge of all operations.

In 2011, Cherie joined HGI as Executive Vice President. She is responsible for achieving the corporation's strategic and financial goals and maximizing the organization's operational performance. In 2012, she was promoted to Chief Operating Officer.

Cherie received a Bachelor of Arts degree in Political Science from Louisiana State University in 1991 and a Juris Doctorate degree from Louisiana State University Paul M. Hebert Law Center 1995. Mrs. Pinac is a member of the Louisiana State Bar Association. She was appointed by Governor Kathleen Babineaux Blanco and Governor Bobby Jindal to the Louisiana Workers' Compensation Advisory Council and is a member of the Louisiana State University National Diversity Advisory Board. In 2008, she was the Baton Rouge Business Report Top 40 Under 40 Honoree.

LON ANDERSON, EXECUTIVE - PROGRAMS

As a proven business strategist who consistently delivers transformative strategies and solutions for the most complex enterprise objectives and environments, Lon Anderson is an innovative and accomplished executive—equally adept at managing global IT operations, with budgets of up to \$100M and hundreds of geographically distributed staff, and directing forward-facing IT development initiatives which are instrumental in business growth, development, and expansion.

Lon join HGI in 2013 as the executive responsible for long term recovery. Utilizing a broad set of experiences and skills he brings an understanding of different industries, businesses models, and business functions to the complex arena of recovery. Lon has taken the unique role of IT that requires cross department communication, relationship building, multidisciplined staff, and interdependencies and translated that to the project execution environment.

Lon served as Corporate IT Vice President for the almost \$1B ICF International, responsible for IT infrastructure and services for 75+ globally distributed offices with 6K staff; he was selected to spearhead major, enterprise-scale operational, infrastructure, and performance transformation. While driving alignment of technologies, processes, and standards with best-practices, as well as introducing IT governance and management solutions, he has simultaneously achieved meteoric gains in service across availability, performance, and customer satisfaction rates.

Following accomplishment of the aggressive, 3-year strategic plan he implemented in 2008, through which he developed and launched key teams and frameworks supporting project governance / management, change management, regulatory compliance, and continuity / disaster recovery, he has played a pivotal role enabling major growth—including 50%+ revenue and headcount growth, ongoing property construction / build-out, and 11 domestic / international acquisitions. Additionally, Lon spearheaded delivery of

120+ enterprise initiatives spanning infrastructure virtualization, asset standardization, network infrastructure upgrade and security development, and business system implementation, affecting multimillion-dollar cost-savings.

As ICF International Senior IT Executive between 2006 to 2008, Lon was a senior executive for the US's largest housing recovery program, providing assistance to 200K+ victims of hurricanes Katrina and Rita. He recruited and managed an IT team of 200, swiftly setting up IT infrastructure, communications, business systems, and security solutions for 13 program offices with 2K staff.

Previously, from 2004 to 2006, Lon served as Vice President of eBusiness for \$15B Capital One Bank and its subsidiaries, delivering ecommerce and ebusiness solutions across Web and Intranet development, integration, and regionalization while managing \$13M in integration of 7 acquisitions.

Earlier in his career, Lon held the roles of Technology Director (2000 to 2004) for the MIT publication, Technology Review, and Manager of IS Support Services (1996 to 2000) for Tufts Health Plan.

As a consistent contributor to industry thought-leadership, Lon has completed several interviews and published multiple articles for publications such as CIO Magazine; he is regularly invited to industry events, speaking on IT and asset management, M&A, IT consumer products, and contingency planning / disaster recovery. As a participant in the Executive Pathways Program CIO Mentorship Program, he provides training, coaching, and mentoring to groups of 8-10 participants for 6-month engagements.

TERRY HIGHTOWER, CHIEF FINANCIAL OFFICER

Terry S. Hightower is Chief Financial Officer for HGI in New Orleans, Louisiana.

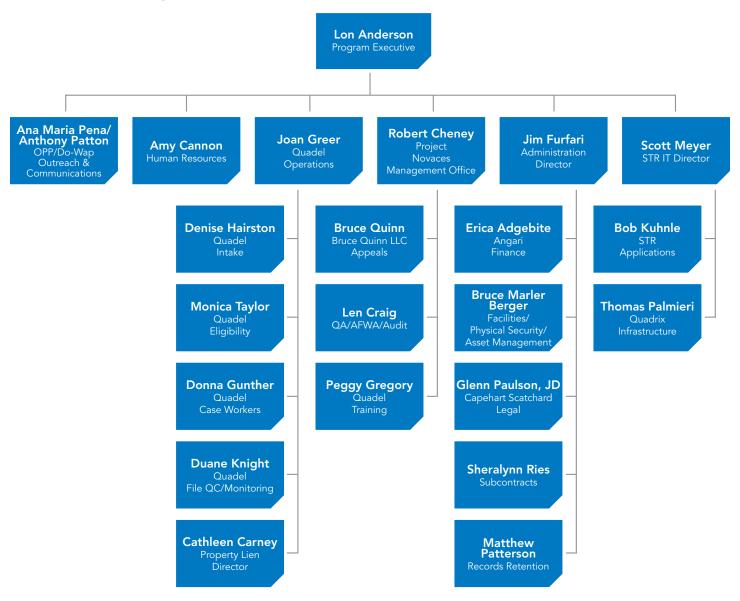
Terry is a Certified Public Accountant and holds a bachelor's degree in Accountancy. Prior to joining HGI he worked as a Senior Auditor with UHY Advisors and PricewaterhouseCoopers.

SHERALYNN RIES, VICE PRESIDENT OF FEDERAL STRATEGY AND DEVELOPMENT

Sheralynn Ries is the current VP or Federal Strategy at Hammerman and Gainer, Inc. (HGI). She is a senior executive with a track record of adapting strategies and tactics quickly and effectively to address uncertainties and changing business environments. She is a skilled facilitator who rapidly develops vendor and client relationships across organizations and with external partners.

Sheralynn was the subcontract manager of companies that provided the appraisals, titles and closings for The Road Home Program. On that program she was the liaison to the Louisiana Land Trust as well as the subcontract manager of LSU who delivered rebuilding, elevation and mitigation education across the state of Louisiana. She was accountable for operational oversight, leadership, direction and overall management of the department that ordered and reviewed 200,000 title searches, 160,000 appraisals and 123,000 closings.

Contract Organization Chart



Resumes



Years Experience:

With Firm: 1
Total Years: 17

Education: North Central University

Lon Anderson - Senior IT Executive

Strategic IT Planning/ Global Operation / Product & Service Delivery / Client Relations / Project Governance

Visionary leader with extensive success leading mission-critical IT operations and initiatives within global organizations, providing consistent delivery to a worldwide customer base. Adept at aligning IT operations to business objectives and identifying opportunities for sizeable gains across internal and customer-facing performance indicators including revenue generation, cost control, and customer acquisition. Superior strategic planning talent, forging innovative solutions to key business initiatives. Exceptional ability to direct and develop high-performance professional teams. Core competencies include:

- Global Program Management
- · Technology / Project Governance
- Performance Turnarounds
- · Change / Risk Management
- Worldwide Service Delivery
- Stakeholder Communications
 Vendor & Partner Relations
- Executive Consultation
- · Business Process Reengineering
- Budget / P&L Management
- Regulatory Compliance
- · Leadership Mentoring / Coaching

ICF INTERNATIONAL - Fairfax, Virginia

Rapidly promoted into global IT leadership role, assuming responsibility for end-to-end IT strategies and operations within \$1B consultancy / professional services provider with 75+ worldwide offices and 6K users.

VP, Corporate Information Technology (3/2008 to Present)

Direct \$30M in IT spend, leading networking / voice, system administration, application development, corporate systems, data management, QA, project management, business intelligence, service desk, security, and compliance operations; oversee 80+ core and contracted staff. Spearhead performance turnaround across both cost and delivery, pioneering transformations to existing infrastructure toward significant gains against cost, labor, and resource benchmarks while simultaneously expanding performance, availability, and service. Serve as a key, client-facing consultant for engagements, providing high-caliber needs / scope analysis, negotiation, project management, status reporting, and solution delivery. Selected Contributions:

- Instrumental in facilitating rapid growth from FY09 to FY12—including 54%+ increase in revenue and 58%+ increase in headcount—closely controlling IT spend for only a 12.5% increase over the same period; orchestrated rapid scalability of infrastructure in support of new offices, constructions, and build-outs.
- Delivered 120 new projects and enterprise initiatives since FY09; implemented major enterprise solutions supporting contract management, Help Desk operations, talent management, content management, HR document administration, and customer relationship management (CRM).
- Revamped service delivery processes for substantial gains in performance and customer satisfaction between FY09 and FY11; improved uptime from roughly 80% to 99.94%, propelled satisfaction from 2.8 to 4.6 out of 5, and increased utilization from .98 to 1.5.
- Launched new IT departments, including Project, M&A, QA, and Fulfillment Offices, while introducing formal change management framework; serve as Co-Chair of the IT Governance Board, providing consulting and thought-leadership on best-practice IT strategies and sponsoring all IT initiatives.
- Established, executed, and managed a 3-year strategic plan, completed in FY11 for transition to business-driven service model with a focus on revamping workflows, consolidating teams, formalizing processes, and building service management tools; developed and introduced new, 5-year strategic plan representing FY12 to FY17 and enabling transitions addressing evolving changes in both business and technology.
- Substantially improved enterprise scalability through insightful technology procurement and implementation, as well as seamless integration of prior, unleveraged applications.
- Restructured organization to form new, mission-critical IT departments without increases to labor budget; slashed turnover from 75% to 2% within 3 years.
- Integrated 11 domestic and foreign acquisitions, managing efforts for related systems, staff, and processes; orchestrated post-M&A IT labor consolidation.
- Achieved both compliance and implementation of IT best-practices for SOX and NIST—instrumental in passing SOX audit following prior result of "deficient"—and created formal Security Organization to reduce enterprise risks and respond to security incidents.

ICF INTERNATIONAL - Baton Rouge, Louisiana

Principal (10/2006 to 3/2008)

Selected as Senior IT Executive for \$13B "Road Home" program—the largest housing recovery program ever undertaken in the US—funded by HUD through Community Development Block Grant (CDBG) and administered by the State of Louisiana's Office of Community Development to provide assistance to victims of hurricanes Katrina and Rita. Hired and led 200+ IT staff across infrastructure, analytics, QA, and security. Selected Contributions:



Lon Anderson - Senior IT Executive

- Facilitated establishment of 13 offices throughout Louisiana and Texas, as well as all related IT infrastructure supporting 2K geographically distributed program staff, supporting 200K program applicants.
- Served as program subject-matter expert (SME) for statuses, policies, and CDBG regulations.
- Liaised extensively with client stakeholders and state / federal agency officials; responsible for presenting results to Louisiana Governor, state legislators, and members of the President's cabinet.
- Directed all program reporting and revamped the data administration processes and analytics operations toward improved delivery of over 2.5K reports per month, developing a clearinghouse compiling 20TB of multi-source data to ensure single-source report development.
- Developed and released 21 versions of a custom, program-specific application, ensuring superior software development, testing, and change / release management practices.

Reference: Paul Rainwater, Executive Director, Phone: (225)-342-1700 info@louisianarecoveryauthority.org

CAPITAL ONE - Houston, Texas / HIBERNIA NATIONAL BANK - New Orleans, Louisiana

Advanced into corporate leadership position within \$15B banking leader, directing online and eBusiness initiatives.

VP, eBusiness (9/2004 to 10/2006)

Forged short- and long-range eBusiness strategy and vision for corporate Web and Intranet sites, leading 25 management-level direct reports in project management, business / systems analysis, and technical documentation; aligned transactional and informational Web presences to business development goals. Selected service / product vendors and led negotiation, contracting, and management; directed on- / off-shore development teams. Managed enterprise projects and cross-functional teams of internal and external professionals. Partnered with leaders across multiple lines of business to develop and launch business solutions. Selected Contributions:

- Held accountability for management and development of http://www.capitalonebank.com and https://onlinebanking.capitalone.com.
- Successfully regionalized http://www.hibernia.com and http://www.capitalone.com, including content, products, and processes, as well as unified site platforms, in \$1.2M effort spanning two organizations.
- Instrumental in operational brand conversion from Hibernia and Capital One Savings to Capital One Bank.
- Drove 7 major integration projects—the largest of which featured 5 project managers, a 230+ member team, and \$13M budget—with multiple objectives including revamping application presentation layers, replacing middleware technology, line of business integration, and migration to external hosting provider.
- Introduced project management framework and methodology, leveraging waterfall and agile development best-practices, to standardize efforts and results; trained and mentored project management staff.
- Analyzed site traffic and consumer behavior to improve customer experience for key online transactions.
- Selected to serve as interim Design and QA Manager throughout business process outsourcing transition.
- Played integral role in stabilization of business operations following Hurricane Katrina, leading relocations to alternate sites, developing employee-focused tools and resources, and establishing an improved management framework for distributed team management.

MASSACHUSETTS INSTITUTE OF TECHNOLOGY, TECHNOLOGY REVIEW - Cambridge, Massachusetts

Swiftly promoted into senior IT role for MIT's print / online publication of emerging technology.

Director, Technology (8/2000 to 9/2004)

Held full responsibility for IT infrastructure planning, development, and management, Web publishing, and online marketing; played key role in short- and long-range strategic IT planning in alignment with business requirements. Oversaw end-to-end technology operations, administration, and initiatives. Proactively avoided costs and managed operating budget toward optimum revenue generation. Led systems and solution implementation serving HR, communications, sales force management, and security objectives. Selected Contributions:

- Led all aspects of production planning and management for http://www.technologyreview.com.
- Planned and launched a customer relationship management (CRM) solution, merging three separate data sources and 1.5M names to create a single application for marketing and sales campaigns.
- Aggressively renegotiated hosting contracts for a \$1.5M+ annual savings.
- Rolled out a technology newsletter resulting in a substantial increase to subscriptions; increased email marketing opt-in list volume by 20% and ensured consistent user privacy.
- Built a five-year strategic IT plan and developed supporting tactical and operational plans.



Lon Anderson - Senior IT Executive

TUFTS HEALTH PLAN - Waltham, Massachusetts

Advanced through progressive roles within health insurer, leading \$6M in IT services, projects, and procurement.

Manager, IS Support Services (8/1996 to 8/2000)

Served 3K+ geographically distributed users through enterprise-level IT infrastructure management and support within UNIX, Windows NT, and Novell environment running 180+ business applications. Selected Contributions:

- Revamped company-wide budget management, developing and launching a centralized budget administration tool for corporate Intranet serving 160+ departmental managers.
- Introduced service-level metrics, benchmarking, and reporting, distributing reports across the organization on a weekly basis for management-level review.
- Instrumental to establishment of Project Management Office (PMO), implementing project management and delivery best practices; oversaw multiple concurrent projects and project managers.
- Authored policy for technology purchasing and implementation, ensuring seamless acquisition and launch in precise alignment with corporate requirements.
- Earlier tenures as IS Support Center Supervisor, Senior Network Specialist, and Assistant to Director of Network Services.

Professional Credentials

Security Clearance: Top Secret - inactive, eligible for reactivation

Language Skills: Spanish (intermediate)

Affiliations: CIO Executive Council . Speakers Bureau . Executive Council Pathways Mentoring

Selected Industry Publications: "Numbers You Need to Know: Employees Take Tech to Work" CIO, 5/12/2011 "Come Out On Top of M&A Integration" CIO, 11/10/2010

"Consulting Firm Saves \$300,000 in Software Costs, Simplifies Licensing Management" Microsoft, 11/23/2010



W. Anthony Patton, MBA – President/CEO

Years of Experience:

With Firm: 13 Total Years: 13

Education:

August 1997 – December 1999. University of New Orleans, USA, GPA: 3,6. Executive Masters of Business Administration, Concentration: Marketing/Sales; Emphasis in online sales & marketing tools, December 1999.

August 1988 – December 1992. Indiana University, Bloomington, In, Bachelors of Finance/Management, Concentration: Finance; Emphasis on reading prospectus and acquiring firms

Summary Biography:

W. Anthony Patton (WAP) is a recognized strategic communication and information strategy specialist and political consultant in election campaigns at local, state, and national levels. He has special expertise in strategic communication, digital media, information operations, information strategy, strategic planning, message development, management of public opinion research, and grassroots organization and communications.

Mr. Patton is the President/CEO of W. Anthony Patton Agency, LLC, dba Do-WAP.com Agency, a Digital Media, Marketing, and Strategic Project Management Firm. His firm is a Certified Disadvantaged Business Enterprise with the Department of Transportation. His mission is to grow strong financially and politically, while building the middle class through Entrepreneurship support and improved procurement standards in the Construction and Professional Services Industries. For the past 12 years as an entrepreneur, he has focused on technology-led economic development and regional minority inclusion and equitable economic development initiatives and incentives.

Relevant Contract/Project Experience:

Louisiana Road Home Program

To help Louisiana residents affected by Hurricanes Katrina and Rita get back into their homes or apartments as quickly and fairly as possible, the governor, the Louisiana Recovery Authority, and the Office of Community Development hired ICF to develop and implement a campaign to inform homeowners and small rental unit landlords about the eligibility and application process to tap rebuilding funds. WAP was hired to design and carry out comprehensive community and media outreach strategies, developing materials for television, print, radio, and Internet, and coordinating meetings across the state with the governor. The campaign generated a "surround sound" effect that reaches hurricane-affected individuals no matter where they reside. Our approach incorporates support from key decision-makers, stakeholders, and influencers who have a thorough understanding of the program's goals and parameters to help reach eligible participants. Through the use of these existing networks, more than 120,000 individuals seeking homeowner assistance are expected to be served by The Road Home program.

	Marketing.	Parameter State St	EBONetworks,LLC name changed
Contract/Proje ct Role	Communications, & Diversity Outreach	Company	to W. Anthony Patton Agency, dba Do-WAP Project Management in 2009
Contract/Proje ct Period:	12/2006 - 6/2009	Contract/Project Type:	3 - Year Contract, Time and Material, Hourly and Fixed Price
Description of Requirement:	Communications and Diversity Marketing	Contract/Project Reference:	Louisiana Road Home Program c/o Gentry Brann P.O. Box 4549 Baton Rouge, LA 70821 (225) 242-1126 Email: n/a

Position on Contract/Project, Organization

Project Dates [July 2008 - December 2009]

Description of Work Performed:

W. Anthony Patton (WAP) Agency, LLC was responsible for all of the diversity marketing and outreach for the Road Home Program. It was our job to create TV, radio, print, and web ads for targeting the African-American, Hispanic and Asian communities. We also executed an extensive grass roots outreach campaign across the Southeastern US to find displaced citizens of New Orleans and to assist in getting



W. Anthony Patton, MBA – President/CEO

them signed up for the Road Home Program. The results of our efforts resulting in finding more than 80,000 additional displaced residents of New Orleans for the program.

Responsibilities and Key Accomplishments:

- Single Largest National Outreach Campaign in U.S. History to Find & Communicate with the Displaced
- Urban Planning for Revitalization & Redevelopment (post-Katrina)
- Residential & Commercial Business Outreach Messaging Strategy
- Human Outreach Focus Primarily Focused on Diversity Outreach & Under Privileged
- Major Governance Challenge—Multiple Entities
- Exceedingly Complex Stakeholder Process
- Included Outreach Efforts and Trips to Houston, Memphis, Atlanta, and SE United States
- Plan was to Find and have 80,000 Residents Respond, WAP had 116,000 Residents and Businesses Respond to Messaging via Road Home Applications

Contract/Proje ct Period:	11/2006 - 12/2007	Contract/Project Type:	1 - Year Contract, Time and Material, Hourly and Fixed Price
Description of Requirement:	Grassroots Citizen Outreach for Regional Planning Process.	Contract/Project Reference:	Louisiana Speaks (Center for Planning Excellence) Elizabeth Thomas – President and CEO 402 N. 4th Street Baton Rouge, LA 70802 (225) 267-6300 Email: n/a

Position on Contract, Organization Project Dates [11/2006 - 12/2007]

Description of Work Performed:

Initiated in the aftermath of Hurricanes Katrina and Rita in 2005, the Louisiana Speaks planning process yielded a physical plan and policy framework that comprehensively address South Louisiana's needs for recovery and smarter, safer, more sustainable growth.

Louisiana Speaks included the most extensive public outreach process ever undertaken for a planning project in the United States. More than 1,000 participants participated in six hands-on workshops and more than 23,000 citizens engaged in a Regional Vision Poll. The project utilized computer modeling to build and test the effects of different land use, transportation, storm protection and restoration scenarios for a variety of safety, livability, and transportation indicators. The scenarios represented possible futures based on historic patterns, emerging trends, and different policy directions.

The final Louisiana Speaks plan, which was adopted by the Louisiana Recovery Authority in 2007, lays out a clear path towards a more sustainable future for the 25,000 square mile South Louisiana region. It includes massive environmental restoration, and growth focused within existing cities and towns around targeted transit and storm protection investments.

Responsibilities and Key Accomplishments:

Louisiana Speaks recently concluded an extensive public outreach campaign to engage citizens across South Louisiana on a range of issues including community growth, transportation, coastal protection and economic development. From January 22 through February 10, citizens had an opportunity to weigh-in through paper "ballots," an online poll or phone survey.

This campaign represents the largest and most inclusive regional planning outreach initiative ever conducted in the United States, generating 23,260 responses, including 1,300 ballots from residents living in 32 different states. This response rate far exceeds similar efforts conducted in other parts of the US, including the long-term planning outreach initiative conducted in New York after September 11th.



W. Anthony Patton, MBA - President/CEO

"Never before, have so many public, private, civic and faith-based organizations come together to make it possible for citizens to engage in planning for the future of our region," said Elizabeth "Boo" Thomas,

- 500,000 Louisiana Speaks newsletters and paper "ballots" distributed throughout South Louisiana
- 500 print, radio and TV paid advertisements broadcast across the region
- 204 community polling stations established through public libraries & coffee shops
- 100 public meetings held with citizens, community leaders & elected officials
- 6 editorial endorsements received from newspapers across the state
- 1 million e-mails distributed by LA Speaks and supporting businesses, churches, and community
 organizations through an aggressive "viral marketing" campaign
- Public school curriculum project created for all students in K-12 public schools and circulated to teachers across the state through
- Louisiana Public Broadcasting (LPB): Working with LPB, Louisiana Speaks also used voices from citizens and experts on all sides of the issues and cutting-edge computer animations to engage viewers in a one-hour TV show titled, "Our Voice. Our Plan. Our Future."

Contract/Proje ct Period:	08/2006 - 07/2008	Contract/Project Type:	1 - Year Contract, Time and Material, Hourly and Fixed Price
Description of Requirement:	To facilitate informed decision- making for out-of- state displaced Greater New Orleans Area residents	Contract/Project Reference:	Roderick Hawkins Director of Communications Louisiana Family Recovery Corps 339 Florida Street, Suite 200 Baton Rouge, LA 70801 t.225.381.3915 i Roderick@recoverycorps.org

Additional Experience:

The Louisiana Family Recovery Corps launched NOLA Bound in late 2006 to facilitate informed decisionmaking for out-of-state displaced Greater New Orleans Area residents in their efforts to return to the region following Hurricane Katrina. Residents could make personal contact with a NOLA Bound liaison to learn more about the state of neighborhood, job opportunities and social services. EBONetworks partnered with the Ehrhardt Group to design and implement a media and public outreach campaign to drive displaced residents to call the NOLA Bound assistance line.

STRATEGIES:

- · "Party with a Purpose" events in Houston and Memphis
- Media interviews in the Top 10 markets with displaced residents
- · Satellite media tours
- Public Outreach
- Church visits
- Public meetings
- Direct mail
- Outward-bound phone calls to displaced residents
- Internet advertising and communication
- Website development



W. Anthony Patton, MBA - President/CEO

RESULTS:

- More than 20,000 calls placed to the NOLA Bound call center during a six-month period.
- Media coverage reaching more than 10 million people in markets, such as Chicago, Houston, Atlanta, Dallas and St. Louis.
- More than 500 attendees at "Parties with a Purpose" in Houston and Atlanta
- Coordination of direct mail campaign to 35,000 displaced residents, in conjunction with NOLA Bound staff.

EXPERIENCE:

July 2010 – Present. ABC-Squared ECommerce Solutions, New Orleans, Louisiana. Managing Partner and Vice President of Social Media and Strategy.

Responsible for Strategy Development and Execution of Sales and Marketing Operations of a start-up Social Media Online Buyers Program targeting local based business Discounts and Customer Acquisition. Developed all marketing materials and sales strategies for Client Acquisition and Website Interfaces; i.e. www.CajunDailyDeals.com and www.FetchPuppy.com. Negotiated partnership agreements and Venture Capital Pitch with leading private investment funders in the Region.

January 2007 – Present. The Do-WAP Agency, L.L.C., New Orleans, Louisiana.

Proprietor, Full Service Marketing Agency with Emphasis in Social Media/Marketing.

Responsibilities: Daily Customer Interaction and Acquisition. Constant Attention to Cost/Benefit Analysis and Market Trends. Focused primarily on the development of tools for customers that allowed them better inefficiencies with less staff. Created campaigns and frameworks to segmented audiences which convert significantly higher than controls. Also, work closely with Business Owners and Key Managers to Identify, develop and implement cost-efficient customer acquisition and customer lifecycle management and relationship marketing programs. Develop positioning and online messaging frameworks that resonate with customers via relationship marketing programs and campaigns. Established email relationship marketing programs that nurture leads and generate performance above all client benchmarks.

Implement Marketing automation programs which provide dynamic lead scoring and email cultivation programs. Finally, Negotiated partnership affiliates with key suppliers of services clients needed; i.e. Com-F5 and Constant Contact, to provide customer state of the art web campaigns (in-house). Also, partnered with various web and development houses to provide ALL aspects of customer solutions regarding web interfaces, graphical needs, and media buying.

January 2002 – December 2007. EBONetworks, L.L.C., New Orleans, Louisiana.

Proprietor, Diversity Media, Marketing, and Recruiting Firm.

Responsibilities: Manage market planning, advertising leads, and key political/client public relations initiatives; Managed 21 Employees and over \$15 million in marketing contracts collectively. Key Deliverables were Diversity Enhancing Results that funded and executed The Minority Report Publication, The Small Business and Diversity Expo, First Fridays New Orleans, and a Social Media Website NewOrleansBlack.com.

December 1999 – December 2002. ENTERnet 2000, LLC, New Orleans, Louisiana. Responsible for developing interactive marketing strategy and operational plans for integrated relationship marketing initiatives at global, regional, and local levels for lower profile community clients. Applied marketing methodologies, testing models, digital engagements and new concepts to client business problems utilizing best practice relationship marketing.

November 1997 – May 2005. Alcon Surgical, Inc./Nestle New Orleans, Louisiana.

Surgical Equipment Consultant. Clients: Ophthalmologists/Hospital CEO's.

Responsibilities: Manage \$12 million territory regarding surgical ophthalmic procedures; Focus on cataract, vitreo-retinal, and refractive surgical procedures; Monitor plan verses progress and financial inputs; Managed 4 area Account Managers and grew territory by over \$4 million in a 5 year period.



W. Anthony Patton, MBA - President/CEO

January 1997 - November 1997. Boston Scientific, Inc. Detroit, Michigan.

Surgical Equipment Sales. Clients: Urologists/Gynecologists.

Responsibilities: Manage \$4 million territory regarding devices for the diagnosis and treatment of kidney stones, bladder stones, and ureteral strictures (narrowing of the ureter). These products are used in minimally-invasive treatments such as ureteroscopy or percutaneous nephrolithotomy (PCNL), which may offer alternatives to surgery and female incontinence procedures; Monitor plan verses progress and financial inputs; Managed and grew territory by over \$1 million in less than a one-year period.

January 1993 – December 1996. Baxter Healthcare. Chicago, Illinois/St.Louis, Mo. Hospital Supply Account Manager. Clients: Dir of Nursing/Hospital Purchasing.

Responsibilities: Manage \$15 million territory regarding devices for needleless I.V. systems, InterLink. These products are used in minimally-invasive treatments and reduce risks of accidental needle sticks to hospital personnel; Monitor plan verses progress and financial inputs; Managed and grew territory by over \$6 million in 4 year period.

BOARDS/COMMUNITY:

Active Steering Committee Member, Sarah T. Reed High School (STEM Charter)

Active Commissioner, New Orleans Convention & Visitors Bureau

Active Board Member, Habitat for Humanity

Active Board Member, NJCC Community Activism Board

Active Founding Member, 504ward New Orleans Young Professionals Movement

Active Associate Member, Brain Gain New Orleans

Active Business Member, New Orleans Chamber of Commerce

Active Champion Board Member of Louisiana Speaks

Active Steering Committee Member, RSD Equitable Spending Committee

Past Commissioner, Bring New Orleans Back Commission

Past Member, Advisory Council to Superintendent Search Committee

Past Member, Southern Repertory Board of Governors

Past Political Radio Host, 995FM (Clear Channel)

General Board Member, Urban League



Years Experience:

With Firm: 2013 Total Years: 10

Education:

M.S, Georgetown University Law Center, 2009 B.A., University of Texas at El Paso, 2005

Certification:

Ana Sarai Pena-Multicultural Outreach Director, OPP

Ana is a seasoned bilingual communications professional with expertise in media relations, project management and multicultural outreach. With previous experience as a reporter, producer, writer and editor, Ana is able to reach any audience and manage all outreach efforts for a project from start to finish. As a Mexican-American raised in a Spanish-speaking household while attending school an English-speaking school in Texas, Ana has thrived and embraced both cultures and is able to "see both sides of the road."

Brown Lloyd James, Washington, DC,

Project Dates: June 2012-April 2013

As the an Account Manager and Embassy Communications Specialist, Ana was recruited by the Ecuadorian Embassy to promote, coordinate and assist on the production of all internal and external Embassy communications. In this role, Ana researches, writes, develops and distributes materials to various media outlets, and serves as spokesperson, translator, photographer, social media strategists, event planner and marketing advisor for all Embassy related communications.

Pan American Health Organization, USMBO

Project Dates: June 2011-June 2012

As a Communications Specialist, Ana was recruited to promote, coordinate and assist on the production of internal and external communications. Additionally she was responsible for researching, writing, developing and managing the U.S.-Mexico Border office website and for acting as a translator and spokesperson as needed.

Maru Montero Dance Company, Washington, DC

Project Dates: May 2006-May 2010

Ana was hired as an independent media coordinator and marketing specialist to assist with sales and marketing management with communications, media and advertising materials to effectively represent the company's services and events to customers and prospects. In addition to serving as a spokesperson, grant writer and social media advisor, Ana also acted as a translator. One of her key contributions to this organization was managing the Annual Cinco de Mayo Festival at the National Mall in Washington, DC.

Prior to HGI

Telesur TV, Washington, DC Bureau

November 2006-December 2009

As an Associate Producer and Reporter, Ana, investigated stories of national and international interest and conducted interviews, shot video footage, edited video footage, found sound bites, and created a weekly daybook. Ana also pitched stories and went through archived video for use in packages.

Scripps Howard News Service, Washington, Dc Bureau

January 2006-January 2007

As a Custom Publishing Editor and Reporter, Ana wrote, researched, edited and proofread stories for Visa Magazine and Food Network Magazine.



Amy T. Cannon, PHR - Director Human Relations

Years Experience:

With Firm: 1 Total Years: 11

Education:

BA – Nicholls State University

Certifications:

Professional in Human Resource (PHR), Human Resource Certification Institute Human Resources Executive with over 9 years of comprehensive human resources experience including screening and selection, payroll, recruitment and retention, conflict resolution, change management, risk management, and benefits administration. Proven experience collaborating with senior management to conduct Human Resources strategic planning in order to support and further corporate goals. Possess broad knowledge of human resources in non-union, multi-jurisdictional environments. Demonstrated experience initiating cost containment strategies resulting in significant savings. Excellent ability to address and implement employee engagement initiatives. Proven skills in labor and employment law including complaint investigation to thwart legal action.

HGI, New Orleans

2013 - Present

Director Human Relations

Responsible to the CEO for all Human Resources (HR) oversight, practices and objectives with in HGI. Develops compliant HR strategies by identifying and researching human resources issues; contributing information, analysis, and recommendations to organization strategic thinking and direction; establishing human resources objectives in line with the HGI Vision and Strategic Objectives. Manages HR operations by recruiting, selecting, orienting, training, coaching, counseling, and disciplining staff; planning, monitoring, appraising, and reviewing staff job contributions; maintaining compensation; determining production, productivity, quality, and customer-service strategies; designing systems; accumulating resources; resolving problems; implementing change. Coordinates implementation of services, policies, and programs through Human Resources staff; serves on the executive management team; and assists and advises company managers about Human Resources issues.

Reference: Cherie Pinac, COO, Hammerman & Gainer, Inc. - 504-681-6135

Prior to HGI

SELF EMPLOYED, NEW ORLEANS, LA

2009-2012

Contract Human Resources Consultant Providing operational and human resource generalist services such as management coaching, benefits design and implementation, compliance audits, policy reviews, and strategic targeted recruiting. Worked with general manager to transform Human Resources from an administrative function to a strategic partner in support of the overall goals of the organization. Worked with benefit providers to modify offerings based on employee satisfaction survey. Liaised with carriers and enacted changes to bring client into PPACA and ERISA compliance. Built an affirmative action database and filed EEO-1. Reviewed and revised compensation structure to ensure FLSA and IRS compliance. Assisted in conducting industry and regional benefit and compensation benchmark comparisons. Created a record retention policy compliant with federal requirements. Worked with vendors to outsource ergonomics, employee assistance plans, total compensation statements, and COBRA administration.

Reference: Lisa Kozinko, Peter Mayer Advertising - 504-722-3270

BEVOLO GAS & ELECTRIC LIGHTS, INC., NEW ORLEANS, LA 2002 - 2009

Director of Human Resources/Controller. Family owned manufacturer/retailer established in 1945. Reported to President of company. Transformed HR from administrative role to strategic business partner, including working with senior management to drive key business and implement performance initiatives. Conducted extensive analysis of existing HR organization and developed business plan to update all policies, procedures, services programs, and operations. Directed HR functions, including payroll, hiring practices, employee communication, benefits, and compensation. Led transformation of company perception from bureaucratic HR function to value added service. Oversaw all accounting functions, risk management functions, and product certification functions. Acted as liaison with outside counsel on all legal matters. Acted as authorized agent for President in all financial matters including banking, tax matters, contracts, real estate, and business operations. Rewrote Employee Handbook by revising outdated policies to ensure compliance and adding new policies to improve employee morale. Achieved 100% success in disputing unemployment claims. Doubled voluntary benefits options at no additional cost to employer. Created a Post Katrina disaster recovery plan. Conceived, developed, and implemented a series of innovative HR programs, services, and leadership initiatives including an HRIS program which allows employees to electronically access accruals thereby improving communication between employees, HR, and upper management. Streamlined employee communications through standardized interoffice mail



Amy T. Cannon, PHR - Director Human Relations

memorandums. Rebuilt benefits program by diversifying providers and renegotiating contracts. Successfully maintained benefit costs with minimal premium increase to employees and no increased cost to employer. Created comprehensive Summary Plan Descriptions to bring company into Section 125/ERISA compliance.

CUSTOM RISK SERVICES, INC., NEW ORLEANS, LA

1996 - 2003

Communications Coordinator. Managing general agent specializing in excess workers compensation insurance. Reported to Vice President of the company. Acted as liaison between insurers, reinsurers, and third party administrators. Created procedures for claims reporting; and trained insureds, reinsureds, and third party administrators as to the appropriate handling of claims. Assisted insurers and third party administrators in adjudicating claims, securing outside counsel when needed, and claims audits. Reduced claims liabilities by assessing reserves on a quarterly diary throughout the life of the claim. Developed book specific loss development factors based on historic experience. Assisted underwriters in evaluating risk and generating premiums based on historic experience. Performed reinsurance policy audits. Built and maintained book specific claims databases to facilitate the transfer of information between all involved parties. Verified coverage, determined compensability, reviewed statutory benefits, negotiated bill review when appropriate. Managed claim recoveries, including but not limited to subrogation, Second Injury Fund recoveries, and Social Security offsets.

Years of Experience:

With Firm: 6 Total Years:30

Education:

MBA, Operations
ManagementLouisiana State
University, 1980

BS, Psychology-Louisiana State University, 1977

Certification:

Prosci Change Management Certification (2012) Joan Greer is a Quadel Director who currently serves as the Program Director for the Quadel Processing Services center supporting the 13,000+ housing unit Miami Dade Public Housing and Community Development Housing Choice Voucher program. Ms. Greer has demonstrated success in executing large-scale initiatives in highly matrixed environments, and possesses extensive experience in leading disaster response operations. She served as Program Director for the Road Home, Louisiana's disaster recovery project for hurricanes Katrina and Rita, in addition to managing the Policy and Oversight team in the Louisiana Small Rental Property Program.

Relevant Contract Experience

Contract/Project Role:	Program Director	Company	Quadel Consulting Corporation
Contract/Project Period:	09/2012 - Present	Contract/Project Type:	Firm Fixed Price
	Management and	Contract Reference Address:	Miami-Dade Public Housing and Community Development 701 NW 1st Court, 16th Floor Miami, Florida 33136-3914
Description of Requirement:	Administration of 13,000+ unit Housing Choice Voucher (HCV) Program	Project Reference:	Craig L. Clay Deputy Executive Director/Chief Financial Officer Miami-Dade Public Housing and Community Development Tel: (786) 469-4192 Email: cclay@miamidade.gov

Description of Work Performed:

Direct start-up operations for Quadel Processing Services (QPS) transforming the Miami-Dade Housing Choice Voucher (HCV) program to allow tenants and landlords to complete transactions via multiple access channels including; on-line web portal, call center, kiosks and face-to face appointments. Responsible for day-to-day oversight and management of 13,000+ unit Housing Choice Voucher (HCV) program. Quadel performs all core HCV functions, annual and interim re-examinations, rent determinations, and HQS inspections and manage all fiscal responsibilities including budgeting of subsidies, Housing Assistance Payments to owners; PIC/EIV and other required reporting.

Responsibilities and Key Accomplishments:

Joan has directed the completion of the following tasks for the design, start-up and operations of QPS:

- Design and Development of QPS Business Model
 - Develop automated and manual Standard Operating Procedures to ensure compliance to HUD regulations and local Administrative Plan
 - Develop specialized procedures including Fraud prevention and reasonable accommodations
 - Development of communication materials for tenants and landlords
- Start-up Project Management
 - Leased office, set up telecommunications and computer network
 - Selection and training of QPS staff including processors, supervisors, QC, finance and reporting staff
 - Development and execution of internal and external communications and change management plans
 - Establish cross functional debrief sessions ensure successful launch
 - Trained professional Call Center staff on new program systems and appropriate responses to client requests
 - Established relationships with external vendors and sub-contractors

- Operationalization of Business Model
 - Direct Call Center operations, monitoring volume and trends to maximize first time call resolution and improve service.
 - Direct sub-contracted mail house and electronic document repository.
 - Direct day to day operations for timely processing of all HCV transactions.
 - Implemented a quality control plan to identify and correct areas of weakness; conduct monthly quality control file reviews using QualCheck
 - Conduct automated customer satisfaction surveys from Call Center and Kiosks to guage acceptance of changes and new systems.
 - Responsible for QPS budgeting and financial management.

Contract/Project Role:	Sr. Program Manager	Company:	Quadel Consulting Corporation
Contract/Project Period:	03/ 2009 - 03/ 2012	Contract/Project Type:	Time and Materials
Description of	Manage program to rebuild rental properties damanged in Katrina and Rita	Contract Reference Address:	Office of Community Development Louisiana Recovery Authority 150 Third Street, Suite 200 Baton Rouge, LA 70801
Requirement:	for rental to low to moderate income		Bradley R Sweazy Chief Operating Officer
	families.	Project Reference:	Louisiana Housing Corporation Tel: (225) 763-8700 Email: bsweazy@lhc.la.gov

Description of Work Performed:

The Louisiana Recovery Authority (LRA) developed the Road Home Program in response to the need for housing and neighborhood reconstruction following Hurricanes Katrina and Rita. The LRA charged the State's Office of Community Development (OCD) with responsibility for administering the Program, which has funding in excess of \$10 billion in Community Development Block Grant (CDBG) funding. OCD selected ACS as the prime contractor for the continuation of the Small Rental Property Program in 2009.

For this engagement, Quadel was a subcontractor to ACS with responsibility establishing and administering policies and procedures to ensure continued compliance with HUD and Community Development Block Grant (CDBG) requirements. The Small Rental Property Program has provided over \$350 million for restoration of over 8,000 rental units.

Responsibilities and Key Accomplishments:

- Developed and administered Small Rental Property Program (SRPP) policies and Standard Operating Procedures to ensure compliance with HUD and Community Development Block Grant (CDBG) requirements.
- Directed training for sub-contractors managing Eligibility, Income Verification, QC and Construction
- Directed Applicant Consultative Services to assist SRPP applicants through the construction process and with identification of income qualified tenants.
- Developed Section 3 Monitoring Process for General Contractors within the Construction Management Initiative Option.
- Oversaw Construction Monitoring process to validate Change Orders, monitor construction quality and property owner satisfaction.

Louisiana Road H	ome Program		
Contract/Project Role:	Program Director	Company:	Quadel Consulting Corporation (Quadel Housing Services)
Contract/Project Period:	06/ 2007 - 06/ 2009	Contract/Project Type:	Time and Materials
Description of	Administer the Homeowner Assistance Program, providing grants of up to	Contract Reference Address:	Office of Community Development Louisiana Recovery Authority 150 Third Street, Suite 200 Baton Rouge, LA 70801
Requirement:	\$150,000 per family to homeowners who agree to repair or rebuild their homes, or to sell their homes and relocate.	Project Reference:	Frank Abramcheck ICF International (Previously served as Program Executive for The Road Home Program) Tel: (703) 934-3840 Email: fabramcheck@icfi.com

Description of Work Performed:

The Louisiana Recovery Authority (LRA) developed the Road Home Program in response to the need for housing and neighborhood reconstruction following Hurricanes Katrina and Rita. The LRA charged the State's Office of Community Development (OCD) with responsibility for administering the Program, which has funding in excess of \$10 billion in Community Development Block Grant (CDBG) funding. OCD selected ICF International as its contractor to administer the Road Home Program, the largest housing reconstruction program in U.S. history.

For this engagement, Quadel was a subcontractor to ICF with responsibility for setting up and administering the Homeowner Assistance Program, providing grants of up to \$150,000 per family to homeowners who agreed to repair or rebuild their homes or sell their homes and relocate. Quadel conducted eligibility processing and benefit determination, pre-closing activities, appeals, and quality assurance and quality control during the course of this three-year engagement.

Joan Greer served as Quadel Program Director for the Road Home. Ms. Greer managed over 300 Quadel advisors employed throughout the Road Home program in a wide variety of positions and functions from conducting initial appointments through the appeals process.

Responsibilities and Key Accomplishments:

- Developed and administered Homeowner Grant policies; Interpreted program requirements and special conditions of the Community Development Block Grant (CDBG) program and provided direction to satisfy requirements.
- Managed 12 Homeowner Assistance Centers in southern Louisiana with over 300 advisors to
 provide initial appointments and process homeowner applications.
- Initiated program improvements that expand initial appointment advisory capacity to meet appointment performance metrics set forth by the state.
- Aligned staff responsibilities and assignments with the Program Communications Department and Outreach for all external communications ensuring the public is aware of program requirements, and understands how to access services, and understands application deadlines.
- Directed Applicant Consultative Services to assist SRPP applicants through the construction process and with identification of income qualified tenants.
- Develop and introduce new procedures to streamline the Appeals Process for homeowners who
 are seeking additional compensation.

Additional Experience:

DELL Inc., Round Rock, TX

04/2006-06/2007

Director

- Directed premium technical support for Home, Small Business and Consumer clients.
- Managed 1300 agents in Nashville and Oklahoma City contact centers, 300 technicians in Round Rock escalation teams
- Expanded Nashville center from 450 to 1000 technicians in six months, converting from temp hiring model to direct Dell Badge model, resulting in increased capacity, improved service, and reduced attrition
- Led adoption of technology to improve Customer Experience such as Dell Connect and Wikis
- Launched proactive service to respond to issues posted on Blogs and other internet media. And headed piloting software to automate monitoring of internet and enable expanded services

QUALEX Inc. /EASTMAN KODAK, Durham, NC

1989-2005

Vice President, Kodak Service Support

2003-2005

 Directed \$350 million business unit with 1,200 employees providing equipment sales/lease and technical service for 35,000 storefronts. Transformed the organization to align with strategic shift from traditional film-based services to new digital services. Streamlined infrastructure, developed innovative processes and established employee development programs. Organization included call center, national service technicians, equipment remanufacturing and warehousing operations.

Vice President, Engineering and Technology

2002-2003

- Directed technology advancements to enable manufacturing facilities to support new product innovation.
- Led staff of 75, providing centralized engineering, systems, quality and facility support for 35 facilities.

Senior Director/Director, Operations Research and Process Engineering

1997-2002

 Directed cross-functional team to re-engineer the end-to-end manufacturing process and champion change management. Provided vision and concepts for new processes to support product innovation and significantly reduce costs

Manager, Industrial and Cost Engineering

1996-1997

 Strengthened culture of continuous improvement through lean manufacturing techniques and introduction of advanced production tools.

Operations Consultant to Eastman Kodak, European, African and Middle East Region

1994-1996

 Contracted to work across all levels of the decentralized organization of newly acquired subsidiaries (27 manufacturing facilities in 13 countries) to identify and implement improvements to business processes and technologies to achieve operational effectiveness. Successful assignment extended from six months to two and one half years.

Consultant, Kodak Worldwide Consumer Imaging

1991-1994

Established world-class processes and benchmarking in Europe, Latin America and Australia.

Prior to 1991: Qualex, EktraPhoto and Fox Photo - Various Financial managerial positions, American Woodmark, Orange, Virginia - Plant Controller and MRP Manager

Denice Hairston - Manager

Denice Hairston has more than 20 years of experience in the health and human services arena, and has focused on housing and homeless services for more than 12 years. Ms. Hairston's skills include project management, program monitoring and assessment, project coordination, grants management, budgeting, reporting, strategic planning, training, and resource development in the not-for-profit, for profit, and government sectors. Ms. Hairston has expertise in the administration of large volumes of multi-focus HUD PIH and Department of Education competitive grants through the use of IT portals and customized web-accessible review tools. She is experienced in the development of system-wide standards, Standard Operating Procedures (SOPs), and best practices gleaned from lessons learned. She has a vast working knowledge of issues related to various low-income populations and more than 10 years providing meeting facilitation and training skills to proposal reviewers, volunteers, and staff from varying levels within the organization. Ms. Hairston also has her Assisted Housing Manager (AHM) Certification and ISO File Audit Certification.

Relevant Contract Experience

Manager	Company	Quadel Consulting Corporation 1200 G Street, NW Washington, DC 20005
11/2012 - 11/2015	Contract Type:	Firm Fixed Price
Set –up and training of staff for use of the Quadel-developed	Contract Reference Address:	Houston Housing Authority (HHA) 2640 Fountainview, Suite 301 Houston, TX 77057
Management Tool to conduct quality	Project Reference	Robin Walls, Director, HCV Program Houston Housing Authority (HHA Tel: (713)260.0633
	11/2012 – 11/2015 Set –up and training of staff for use of the Quadel-developed On-Line Performance Management Tool to	11/2012 – 11/2015 Set –up and training of staff for use of the Quadel-developed On-Line Performance Management Tool to conduct quality Contract Reference Address:

Description of Work Performed:

Implementation of QualCheck, Quadel's On-line Performance Management tool developed to enable a consistent and objective process for measuring performance with significant reporting capacity to support risk management and performance improvement initiatives.

Responsibilities and Key Accomplishments

- Incorporate HHA specific requirements into the review process.
- Update review checklists based upon new or changes in U.S. Department of Housing and Urban Development requirements.
- Develop customized training and train HHA-designated staff in the use of QualCheck and its three modules: Checklists, Reporting and Corrections
- Provide ongoing administration, user support and technical assistance for the HCV, Public Housing and Corporate Integrity departments as applicable

HUD Public and In	dian Housing (PIH) Gr	ants Management Center (GN	MC) Support Services
Contract/Project Role:	Project Director	Company	EDJ Associates, Inc. 13783 Park Center Road, Suite 301 Herndon, VA 20171
Contract/Project Period:	05/2007 - 05/2012	Contract/Project Type:	Firm Fixed Price

Years of Experience:

With Firm: 1

Total Years: 22

Education:

MS, Program

Management for

Family and Community

Development -

University of

Maryland, 1994

BS, Family Studies-University of Maryland, 1990

Certification:

ISO File Audit Certification, 2013

Assisted Housing Manager (AHM) Certification, 2012

Certified Life Coach (CLC), 2009

Management Training Letter of Recognition Program (2001-2002)

Excellence in Nonprofit Leadership and Management Certificate Program, (1999-2000)

Denice Hairston - Manager

Description of	Providing grant application, processing, and award support	Contract Reference Address:	HUD PIH Grants Management Center 550 12th Street, SW Washington, DC 20024
Requirement:	services for the administration of PIH categorical grant programs.	Project Reference:	Denise E. Clyburn, Government Technical Monitor (GTM) HUD PIH Grants Management Center Tel: (202) 475- 8967 Email:denise.e.clyburn@hud.gov

Description of Work Performed:

Managed the programmatic, personnel and budgetary aspects in support of the HUD PIH Grants Management Center's annual Notice of Funding Availability (NOFA) process. The applications were processed through a series of multiphase reviews utilizing a customized web-accessible review tool yielding more than \$800 million distributed nationwide.

Responsibilities and Key Accomplishments:

- Supervised and evaluated a core staff of up to 20 professionals and paraprofessionals tasked with
 management analysis, subject matter attainment, application intake processing, data entry,
 inventory management, quality control, production, training preparation and execution, reviewer
 recruitment and screening, deficiency processing, honoraria processing and payment, contract
 preparation and execution, logistics, award notification, archiving, and transition planning.
- Prepared weekly, monthly, and ad hoc program and financial progress reports and developed work
 plans for the management of a large volume of funding applications (more than 5,800 over a four
 year period) processed after submitted electronically or via mail.
- Handled purchasing and reimbursement actions in concert with the Controller, which consisted of
 reviewing and approving invoices and supporting documentation, obtaining and reviewing vendor
 quotes, monitoring financial activity, and project budget forecasting utilizing SharePoint, custom
 spreadsheets and the Deltek Budget and Planning tool.
- Assured contract compliance with FAR and OMB regulations directly with VP of Contract Administration and Finance and interfaced with the Contracting Officer as necessary.
- Managed subcontractor staff, project procurement and vendor selection and support.
- Retained 100% of staff project team transitioned to the new contract for a period of more than two
 years as a result of the rebid on the contract with EDJ serving as the prime.

Contract/Project Role:	Project Manager	Company	EDJ Associates, Inc. 13783 Park Center Road, Suite 301 Herndon, VA 20171
Contract Period:	#1- 05/2010 - 09/2010 (Bridge Purchase Order) #2- 09/2010 - 05/2011 (8-month Base Period)	Contract Type:	#1- Firm Fixed Price #2- Time and Materials
Description of Requirement:	Providing logistical and administrative support for OSERS discretionary grants programs to ensure a rigorous and thorough peer review process.	Contract Reference Address:	U.S. Department of Education Office of Special Education Programs 550 12th Street, SW Washington, DC 20024
		Project Reference:	Kim Savoy, Contracting Officer's Representative (COR) U.S. Department of Education Tel: (202) 245-7610 Email: kim.savoy@ed.gov

Denice Hairston - Manager

Description of Work Performed:

Provided project leadership for the U.S. Department of Education's Office of Special Education Programs (OSEP), Office of Special Education and Rehabilitative Services (OSERS) for the management and administrative logistical support for FY2010 and FY2011 competitive grant processes. Performed activities associated with the recruitment, training, evaluation, and management of peer reviewers; conducting remote teleconference peer reviews; reviewing and improving the current peer review system; designing and reproducing guidance documents; and conducting the discretionary grant competition for OSERS Discretionary Grant Competitions to include receipt and reviewer distribution of grant applications.

Responsibilities and Key Accomplishments:

- Assisted with the automation, standardization and customization to facilitate application receipt, reviewer recruitment/evaluation, remote orientation and peer panel reviews, funding slate preparation and applicant notification.
- Processed 20 FY2011 grant competitions with over 450 applications submitted vying for over \$97 million.
- Managed a pool of 8-10 staff persons providing customized support to over 20 federal competition
 managers operating as the subject matter experts (SMEs) for the programs.
- Worked to develop SOPs, form templates, and a robust peer and grant review database to support all aspects of the competition work plans and activities to include client deliverables and reporting templates.
- Introduced SharePoint as a tool for client and staff communication and as a document repository.
- Utilized the G5 electronic submission portal for applications which also has e-reader capability for electronic reviews.
- Commended by the COR for excellent report and invoice contents and formats submitted as
 deliverables which now serve as models required by other contractors.

Access to the second	Charles and the same		North American Management Business Co.
Contract/Project	Project Manager	Company:	2111 Eisenhower Avenue, Suite 300
Role:	(08/2004 - 05/2007)		Alexandria, VA 22314
Contract Period:	9/2002 - 05/2007	Contract Type:	Firm Fixed Price
			HUD PIH Grants Management Center
	Providing grant application, processing, and award	Contract Reference Address:	550 12th Street, SW Washington, DC 20024
Description of Requirement:	support services for		Denise E. Clyburn,
	the administration of		Government Technical Monitor (GTM)
	PIH categorical grant programs.	Project Reference:	HUD PIH Grants Management Center
		The Control of the Co	Tel: 202.475.8967 Email:denise.e.clyburn@hud.gov

Description of Work Performed:

Supported the HUD GMC in the administration of its NOFA process for multiple funding programs with a combined FY2004-FY2006 total of more than \$322M awarded nationwide for more than 5,000 applications utilizing a customized web-accessible review tool.

Responsibilities and Key Accomplishments

- Assisted the GMC in the development of the Support Plan itemizing the specific tasks, protocols
 followed and processes performed to assure timely, effective and efficient grant processing. Tasks
 included quality control measures for each stage, inventory control, and close-out procedures.
- Integral in the business processing reengineering (BPR) process for the intake activities to support
 the transition to an electronic submission environment through Grants.gov with HUD's Grants
 Information Managements System (GIMS) serving as the interface portal.

Denice Hairston - Manager

- Implemented internal lessons learned sessions to underscore continuous improvement and customer service to include cross training for various support functions as a strategy for succession planning and seamless client support.
- Prepared and submitted grant completion reports designed to be comprehensive yet at a glance convey the full grant cycle, to include funding determinations, of each grant program.
- Served on several subgroups tasked with updating the SOP and support plan contract deliverables for the GMC
- Handled purchasing and reimbursement actions to include reviewing and approving invoices and supporting documentation, obtaining and reviewing vendor quotes, monitoring financial and subcontractor activity, and project budget forecasting.

Additional Experience:

Prince George's County Department of Social Services, Landover, MD 04/2001-08/2004 Project Coordinator 04/2001-08/2004

- Coordinated all aspects of the agency's Welfare to Work Demonstration & Education and Training Services Project through a subcontract with Prince George's Community College's Center for Business and Industry Training (CBIT). The project had a two-pronged objective: 1) to provide education and training to customers as a means for them to obtain employment and 2) to provide career development, education and training to agency employees to enhance skills of the workforce. Over 250 clients receiving Temporary Cash Assistance (TCA/TANF) benefits accessed the program. From a staff of over 700, more than 50% of the employees (over 400) participated in the group and individual trainings/courses made available as approved by management or identified as departmental needs.
- Arranged more than 50 professional writing, computer, CPR, customer service, management,
 Spanish, and communication workshops for employees.
- Developed all project documents (application, statement of commitment and surveys) and processes and marketed project activities to employees, customers and the public at large (e.g., mentoring).
- Performed data collection, tracking, analysis, and reporting through project-specific ACCESS
 database created to capture and summarize the attainment status of performance objectives.
- Reviewed invoices and supporting documentation and monitored project budget financial activity.
- The project, which started out as a demonstration, is now in its 12th year of successful operations.

Human Service Administrator

- Researched, prepared, and co-conducted the agency-wide training on the Health Insurance Portability & Accountability Act (HIPAA) and its implications for staff tasks and client interaction.
- Served on the overall agency's newly formed Continuous Quality Improvement (CQI) Council focused on the maintenance of accreditation and operating as a high performing agency.
- Represented the agency on the Executive Committee/Board of Directors for the Human Services Coalition of Prince George's County and the statewide Performance Excellence Council and the Grants Team.
- Participated on the agency's project team for the development and implementation of HelpWorks Web Edition, an internet-accessible eligibility screening system.
- Served as staff trainer.
- Conceptualized the program design and authored a proposal for a new, 'innovative,' homeless transitional program awarded HUD funding of \$1.4M.

Community Partnership for the Prevention of Homelessness, Washington, DC Senior Program Monitor 06/1998-04/2001

- Monitored overall compliance with contract agreement terms and conditions of approximately 100
 District of Columbia and HUD funded programs provided by 45 subcontractors with combined
 annual grant amounts in excess of \$25M.
- Created the baseline monitoring procedures as The Community Partnership's (TCP) first full-time staff Program Monitor in its history.

Denice Hairston - Manager

- Reviewed monthly and quarterly statistical reports and conducted onsite visits which consisted of the inspection of facilities/program units, client/case management, and administrative files.
- Prepared written summary reports of monitoring visits for each subcontract with the aim to improve the subcontractors' deficient administrative, financial, and programmatic areas through corrective actions to address the cited issues within assigned deadlines.
- Facilitated a community-wide committee effort to improve the quality of services through the development of "Common Standards" for homeless services providers. Protocols were incorporated into all agency subcontracts and voluntarily adopted by other providers.
- Coordinated bi-monthly "Best Practices Seminars" designed for service provider and other stakeholder exchange to promote improvements in homeless and other District systems.
- Tracked subcontractor compliance with the District's Department of Employment Services (DOES) First Source Employment Agreement for contracts in excess of \$100K.
- In the temporary absence of a Contract/Grants Administrator, assumed the responsibilities of developing new contracts and preparing renewals, extensions, and modifications for all TCPfunded organizations.

United Way of the National Capital Area, Washington, DC

03/1996-06/1998

Grants Manager

- Staffed the grants process with more than \$10.5M allocated to 140 not-for-profits providing health and human services.
- Ensured accountability of funds by monitoring financial and program reports and conducting random sites visits.
- Developed a Request for Proposal (RFP) funding initiative. Tasks included researching major social issues, drafting the solicitation and grant application, and developing the evaluation tools.
- Managed the Gifts In Kind program by brokering corporate and community donations for local not-for-profits. Donations included computers and household items; donors included law firms, the IBM Corporation, and private residents.
- Served on a regional subcommittee charged with the compilation of an annual report on health and human services needs for the DC National Capital Area.

Xtria, Inc., (formerly Ellsworth Associates Inc.), Vienna, VA

01/1994-11/1996

Program Analyst/Research Associate

- Conducted site visits to Head Start Programs across the country to collect critical social services and medical data; entered, checked and analyzed data through the SPSS statistical program; submitted findings and conclusions for each visit to the Federal Project Officer.
- Assisted federal Priority Area Manager with the grants review process for funding of Head Start/University Partnerships and the Research Scholars Program for Graduate Students.
- Edited and created abstracts for the 10-year annotated bibliography of Head Start research.

Monica Taylor - Voucher Processing Manager

Years of Experience:

With Firm: 9

Total Years: 14

Education:

BS, Business and Management-University of Maryland University College, 1996

Certification:

Certified Occupancy Specialist (COS), National Center for Housing Management, New York, NY

Certificate, Time Management, The Management Development Program, New York, NY

Certified Assisted Housing Manager (AHM), Quadel Consulting Corporation, New York, NY

Certificate, HUD Housing Choice Voucher Program, Quadel Consulting Corporation, Newark, NJ

Certificate, HUD Housing Quality Standards, Quadel Consulting Corporation, Newark, NJ Monica Taylor, Voucher Processing Manager at New Jersey Quadel (NJQ), has more than 12 years of professional experience in the housing industry, with extensive experience in Federal housing. She is responsible for overseeing back office case processing activities, including managing a staff of Housing Specialists. Ms. Taylor is a dedicated and technically skilled business professional with a versatile skill set developed through her background as a property manager, compliance specialist, and voucher manager. She excels in resolving employer challenges with innovative solutions, developing systems and process improvements proven to increase efficiency, customer satisfaction and operational issues.

Ms. Taylor previously served as a Quadel Assistant Manager of a Housing Assistance Center under Louisiana's Road Home Program. In this position, she supervised five team leaders and more than 60 housing assistance center staff to process applications for grant funding for homeowners recovering from Hurricane Katrina. Ms. Taylor offers a strong organizational background in Section 8 program compliance and is proficient in housing management information systems, including Real Estate Maintenance System (REMS), Micro HUD/RENT, YARDI, and VisualHomes.

Relevant Contract Experience:

	W. C. B.		
Contract/Project Role:	Voucher Processing Manager	Company	Quadel Consulting Corporation
Contract/Project Period:	03/2008 - Present	Contract/Project Type:	Not-to-Exceed Cost Reimbursement
		Contract Reference	Newark Housing Authority 500 Broad Street
	Administer the 4800 unit Newark Housing	Address:	Newark, NJ 07102
Description of	Authority Housing		Marvin Walton
Requirement:	Choice Voucher		Deputy Executive Director
	(HCV) Program	AND THE REAL PROPERTY.	Newark Housing Authority
	12.57	Project Reference:	Tel: (973) 273-6670
			Email:mwalton@newarkha.org

Description of Work Performed:

As the administrator of the NHA's HCV Program, determine the applicant eligibility according to the guidelines established by HUD, inspect units under the program to ensure federal health and safety guidelines are met and overall operate a high-performing program with customer service as its top priority. The HCV Program has achieved the High Performer SEMAP status, administered assistance to over 5,000 families and continue efforts to improve Newark community's perception of the program.

Responsibilities and Key Accomplishments:

- Develop tools to track and monitor Section 8 program activity and the benchmarks, standards and timelines established by the agency.
- Supervise a team of eight housing specialists to perform duties associated with a HCVP serving over 4,000 families.
- Improved employee performance and accountability by tracking daily productivity, creating goals, and correcting identified errors through a quality assurance system.
- Consistently achieved a SEMAP Indicator #9 (Annual Re-certifications) score of 100% since March 2011 and cured issues causing a failing SEMAP Indicator #3 (Determination of Adjusted Income) since March 2012 resulting in an average score of at least 80%.
- Developed and monitored efficiency-enhancing workflow/process improvements that made it
 possible to accommodate increasing responsibilities necessitated by staff reductions.
- Manages voucher processing functions, which income verifications, scanning, data entry and portability.
- Acts as the liaison with the Housing Quality Standards contractor and inspection staff. In addition, ensures the security of the program's files and documents.

Monica Taylor - Voucher Processing Manager

- Communicates with owners/agents and HUD on matters pertaining to program compliance and policies.
- · Performs testing, interviewing and hire selection of staff.

Louisiana- The R			
Contract/Project Role:	Assistant Manager for Housing Assistance Center	Company	Quadel Consulting Corporation
Contract Period:	07/ 2006 - 08/ 2007	Contract Type:	Time and Materials
Description of	Administer the Homeowner Assistance Program, providing grants of up to \$150,000 per family to	Contract Reference Address:	Office of Community Development Louisiana Recovery Authority 150 Third Street, Suite 200 Baton Rouge, LA 70801 Frederick (Fred) Tombar, III
Requirement:	homeowners who agree to repair or rebuild their homes, or to sell their homes and relocate.	Project Reference:	Senior Advisor, Office of the Secretary US Department of Housing and Urban Development Tel: (202)-619-8012 Email: Frederick.TombarlII@hud.gov

Description of Work Performed:

Assisted the Manager in the operation of a single Homeowner Assistance Center, ensuring that the center is operational, fully staffed and provides all services required to the families being assisted through the LRA Homeowner Program. Aided with preparation of program procedures, documents and forms, coordinated hiring of staff, ensured appropriate and adequate office set up, worked closely with staff on initial rounds of application taking and processing, monitored work carefully to determine whether procedures result in appropriate outcomes, developed reporting formats and methods of data collection.

Responsibilities and Key Accomplishments:

- Supervised 5 team leaders and over 60 housing assistance center staff.
- Accomplished compliance work requirements by orienting, training, scheduling, and guiding
 employees.
- Ensured program standards by following productivity, quality, and customer-service standards.
- Resolved operational problems and identified work process improvements.
- Collaborate with Operations Center to ensure that operation services are being provided in a high quality and timely manner.
- Supervise all Housing Advisor Team Leaders, providing high quality leadership and guidance.
 Ensure that Team Leaders have the tools required to perform their jobs including appropriate equipment, supplies, and training.
- Monitor the overall performance of Assistance Center teams ensuring that goals are met and
 barriers to performance are addressed. Work with the Deputy Program Manager to refine program
 goals into Team and Individual goals for appropriate program service and outcomes. Devise and
 implement strategies to improve program performance and participation. Promptly address
 performance deficiencies.
- Report on Center activities and performance monthly, in accordance with established procedures.
 Analyze the data on performance identifying areas of strength, or vulnerability and provide recommendations to the Deputy Program Manager for process improvements.
- Coordinate efforts to develop action plans, ensuring that all program requirements and goals are included, and report on action plan activities.
- Strive for high levels of customer service while assuring regulatory compliance.
- Work with staff to improve program performance and refine systems and procedures for conducting work.
- Participate in budget planning and monitoring.

QUADEL CONSULTING M

Monica Taylor – Voucher Processing Manager

- Monitor the level of counseling provided to clients to ensure that the appropriate level of counseling is provided, and that it remains within the average time budgeted.
- Maintain a detailed level of knowledge of The Road Home program requirements and
 understanding of the processes and programs that must be understood by staff to complete the
 verification and computation of Homeowner Grants and Loans. Inform and train or assist in the
 development, design, and delivery of training for staff.
- · Monitor and facilitate staff development.
- Direct the maintenance of records and files.
- Perform regular and timely evaluations of work performance and reviews evaluations developed by subordinate supervisors.
- Collaborate with human resources to provide a full range of functions, including interviewing
 applicants, hiring employees, discipline, discharge, and performance
- Resolve Assistance Center problems and complaints from homeowners, local officials and others at the center level.

Contract/Project Role:	Program Compliance Specialist	Company:	Quadel Consulting Corporation
Contract Period:	02/2003 - 11/2005	Contract Type:	Performance Based
Description of Requirement:	Provide Section 8 Multifamily Contract Administration services throughout the State of New York	Contract Reference Address:	New York Multifamily Housing Hub U.S. Department of Housing and Urban Development, Room 3200 26 Federal Plaza New York, NY 10278
•	for over 90,000 Section 8 Multifamily low income units.	Project Reference:	Lakesha Miller Deputy Director- Bronx Leased Housing New York City Housing Authority (NYCHA Tel: (718) 329-7715 Email: Lakesha.Miller@nycha.nyc.gov

Description of Work Performed:

Under this contract, Quadel staff completed all day-to-day contract administration tasks, including management and occupancy reviews, rent adjustments and contract renewals, physical inspection follow-up, resident concern follow-up, and FHEO reviews. New York City based staff specifically performed management and occupancy reviews for the downstate New York City HUD portfolio as well as physical inspection follow-up and receipt and response to all tenant calls for the entire state.

Responsibilities and Key Accomplishments

- Responsible for the timely and accurate completion of on-site reviews of assisted housing communities.
- Managed a caseload of over 56 properties.
- Ensured owner compliance with HUD regulations through annual on-site reviews.
- Enforced required corrective action.

Additional Experience:

Related Management Company, L.P, New York, NY

2001-2003

Property Manager

- Independently responsible for Section 8 program compliance of 122 units and a 38 unit Low Income Housing Tax Credit facility.
- Handled leasing, occupancy functions, compliance, maintenance department, accounts payable and rent collection.
- Conducted annual recertifications including rent calculations and maintenance of tenant files.

Monica Taylor - Voucher Processing Manager

- Interviewed potential tenants and maintained a list of applicants.
- Processed all accounts payable for the properties.
- Increased rent collection by door-to-door tenant interaction which reduced legal fees.
- Created a maintenance inventory list that ensured spending according to needs of the company and decreased office expenditures.
- Quickly became a trusted manager to the executive staff, maintenance team and tenants and earned a reputation for maintaining a positive attitude and producing high-quality work.

US Bureau of the Census, New York, NY

1999-2001

Assistant Manager for Field Operation, Recruiting, and Field Operations Representative

- Prepared state and federal grant applications, wrote reports, created and maintained databases, informed business of federal requirements and coordinated review processes.
- Supervised 7 recruiters; Coordinated administration of recruiting, testing and selection of over 10,000 applicants to ensure sufficient staffing.
- Managed daily workload of 5-8 extensive interviews including interviewing household members and completion of detailed forms.

Years of Experience:

With Firm: 13 Total Years: 34

Education:

MPA- University of New Haven, thesis to be completed

BA Psychology – University of Maine, 1976

Certification:

Assisted Housing Management (AHM) Certification

Housing Quality Standards (HQS) Trainer

Certified Facilitator in several Franklin Covey Programs- 7 Habits of Highly Effective Individuals, Leadership Development, 4 Disciplines of Execution

American Society for Training and Development (ASTD) and Chicago Chapter (CCASTD) member Donna Gunther has more than 34 years of professional experience in affordable housing, and has successfully implemented procedures and processes needed to take over and correct troubled HCV programs. She is currently Deputy Program Director of Operations at Quadel's Housing Choice Voucher (HCV) management operation in Miami-Dade, overseeing Intake, Occupancy and Inspections divisions serving 13,500 families and 7,500 owners. For 10 years, Ms. Gunther served as Director of Compliance and Training at Quadel's HCV management operation in Chicago. In this position, she developed, managed and improved quality training and education programs for the company with offerings in technology, program regulations, legal, ethics, diversity and personal development.

A strategic, results-oriented leader, Ms. Gunther achieves organizational goals and maintaines high performance standards by utilizing key management tools, data and reports. She also contributes strong interpersonal and and supervisatorsy skills with Mangers, Team Leaders and subcontractors, and effectively collaborates with city governments, community organizations, real estate professionals and families to produce a positive social and economic change in the community. Ms. Gunther is also a Subject Matter Expert (SME) in the are of Lead based paint, including work on one class action lawsuit and several individual lawsuits and depositions.

Relevant Contract Experience:

Contract/Project Role:	Deputy Program Director	Company	Quadel Consulting Corporation
Contract/Project Period:	06/ 2010-Present Deputy Program Director 04/2009 – 06/2010 Consultant	Contract/Project Type:	Firm Fixed Price
Description of Requirement:	Management and Administration of 13,000+ unit Housing Choice Voucher (HCV) Program	Contract Reference Address:	Miami-Dade Housing and Community Development 701 NW 1 Court, 8th floor, Miami, Florida 33136-3914 Crystal Coleman Director of Contract Administrative Division Miami-Dade Housing and Community Development Tel: (305) 877-6572 Email:CRYSCOL@miamidade.gov

Description of Work Performed:

Provide direct administration of the Housing Choice Voucher Program, Family Self-Sufficiency Program and Homeownership Program for the Miami-Dade Housing and Community Development Agency. The HCV Program was in a troubled SEMAP Status with HUD and required operational improvements to ensure owners received HAP payments on time and the HUD programmatic requirements were met. As the Deputy Director of Operations I was responsible for implementing procedures and processes to ensure compliance with the HUD regulations for the program and improve the SEMAP Score. On time compliance with annual recertifications were met within 6 months and Standard Performer Status was met after 1 year. As of September 2012, the HCV Program had high SEMAP performer status.

Responsibilities and Key Accomplishments:

- Oversee the Operations Division of the Miami Dade County HCV Program including Client Services, Inspections, and Customer Service Departments
- Supervise 3 direct reports and an overall team of 50 staff; assist Program Director in the supervision of ADA Coordinator, Hearings Officer and Internal Audit

- Create and implement business procedures utilizing program knowledge and data analysis to
 establish efficient administration of the HCV program including, the Project Based Voucher
 (PBV), Family Self Sufficiency (FSS) and Homeownership components
- Evaluate key aspects of program operations including customer service, leasing, recertification
 processing, and inspections, and develop and implement business processes to meet organizational
 goals of high productivity and quality:
 - Changed from functional caseload to holistic caseload approach to reduce inconsistency in processing and increase efficiency;
 - Implemented a tiered-skill caseload approach for Housing Specialists to match skill level with transaction complexity and increased quality by 10% in 2012;
 - Assisted Program Director in restructuring organization to overcome loss of 25 positions due to funding cuts and successfully maintained established performance standards
 - Redesigned RFTA processing to decrease transaction time from over 50 days to an average of 35 days;
 - Redesigned leasing processes utilizing Elite modules to track all RFTAs through lease up; created reports to track aged vouchers, processing timeframes and success rates
 - Improved customer service and reduced the number of complaints
 - Organization progressed from HUD "troubled" status to "high performer" within three years, per HUD's Section Eight Management Assessment Program (SEMAP) score
- Assist Program Director with communication and coordination with Miami-Dade PHCD Contract Administration and Executive staff on proposed Administrative and PHA Plan changes
- Make recommendations on program issues such as changes in payment standards, utility allowances, HAP utilization, and compliance issues to senior management and Miami-Dade County
- Develop, review and monitor program compliance utilizing data and reports from system of record, PIC and EIV, monthly management reports, QualCheck, and other departmental reports.
- Establish and monitor Key Performance Indicators (KPI) and goals to improve and maintain quality and productivity
- Responsible for providing guidance and training to staff on HUD regulations, program changes, and identified areas of weakness
- Responsible for preparation, oversight and response to audits from Miami-Dade PHCD, financial
 auditors, and HUD SEMAP certification which have resulted in either none or minimal audit
 findings
 - Prepared organization for HUD Rental Integrity Monitoring (RIM) audit over a 9 month period with the goal of improving overall transaction quality and file health. Audit resulted in minimal findings attributable to FLQ's operation of the program.
- Oversee and monitor funding for Family Self Sufficiency as well as South Florida Workforce grants
- As an Independent Consultant in 2009, worked with the Miami Dade Public Housing Agency to develop and conduct training for new staff; served for 4 months as Acting Occupancy Manager; served for 8 months as Acting Deputy Program Director of Operations

	Deputy Director of		
Contract/Project Role:	Client Services and Inspections for 11 years and Director of Compliance and Training for 1 year	Company:	Quadel Consulting Corporation
Contract Period:	08/1998 -10/2008	Contract Type:	Time and Materials
Description of Requirement:	Management and	Contract Reference Address:	Chicago Housing Authority 60 East Van Buren, 10th Floor Chicago, IL 60605
	operation of the CHA's HCV program, including special programs		Abiola Bankole-Hamed (formerly Finance Manager at Chicago Housing Authority) Controller
		Project Reference:	Evangelical Lutheran Church in America Tel: (773) 380-2892 Email: Abiola.bankole@elca.org

Description of Work Performed:

Provide administration of the Chicago Housing Authority's (CHA) Housing Choice Voucher (HCV)
Program, Family Self-Sufficiency Program and Homeownership Program. The contract required
improvement and compliance with key HUD program requirements such as annual inspections and annual
re-certifications as well as timely Housing Assistance Payments to the owners. The role of Deputy Director
for Client Services and Inspections required oversight and leadership of more than 75 employees to ensure
policies and procedures for the HCV Program were met. The role of Director of Compliance and Training
required development of procedures, reports and training to ensure staff completed all transactions
accurately and in compliance with HUD and the CHA requirements.

Responsibilities and Key Accomplishments

- Member of the Executive Leadership Team responsible for executing the contract with the Chicago Housing Authority to administer the third largest subsidized low income housing program in the country assisting more than 35,000 families and over 200 home owners.
- Successfully worked with the Director of HR to develop, manage and improve quality training and education programs for the company with offerings in technology, program regulations, legal, ethics, diversity and personal development.
- Coordinated with partners such as the City of Chicago Public Health Department, Safer Pest
 Control, Community Investment Corporation, Legal Aide and HUD Office of Healthy Homes to
 provide training, educational and Speakers Bureau for property owners.
- Utilized technology to effectively measure and monitor the financial obligations, quality, compliance, and performance standards of the company.
- Acquired two grants (TIF and H1B Labor Grant) from the Chicago Workforce Development to
 offer technical training and certification programs for the IT staff and provide skill and
 professional development training to achieve a 50% reduction in staff turn-over.
- Ensured compliance with all contract requirements

Additional Experience:

Independent Consultant

1984-1998

 Provided consulting, training and technical assistance to private companies and public agencies in the administration and management of subsidized housing located in Georgia, New York, New Jersey, North Carolina, Connecticut, South Dakota and California.

Delivered training programs for Quadel Consulting in the area of Assisted Housing Manager, Financial & Occupancy Training for Auditors, Housing Choice Voucher Training and Housing Quality Standards Training throughout the United States

Connecticut Housing Finance Agency, Rocky Hill, CT Housing Management Officer

1980-1984

Ansonia (CT) Housing Authority, Ansonia, CT

1976-1980

Deputy Director

Duane Knight- Client Services Manager

Years of Experience:

With Firm: 5

Total Years: 10

Education:

MPP - Georgetown

University, 2002

BA- University of

Michigan, 2000

Certification:

Comprehensive Project Management, Florida International University, School of Business, Executive Education, 2012 Duane Knight has more than 10 years of experience working in the affordable housing and community development industry, and has managed projects serving Federal and local government clients. Most recently, Mr. Knight was the Client Services Manager at Florida Quadel (FLQ) on a 5-year project administering the Housing Choice Voucher Program. In this role, Mr. Knight managed a team of 37 that serviced approximately 13,500 families on an annual basis. Prior to being promoted to Client Services Manager, Mr. Knight was the Performance Manager, where he was responsible for FLQ's performance monitoring and reporting to Miami-Dade County government and the U.S. Department of Housing & Urban Development (HUD). In addition, he oversaw all of FLQ's Quality Control processes and ensured compliance with local, state and Federal rules and regulations. Before joining Quadel, Duane worked as a Senior Analyst at the QED Group LLC, where he managed a Performance Management Reporting Contract that supported HUD's Office of HIV/AIDS Housing.

Relevant Contract Experience

Contract/Project Role:	Client Services Manager	Company	Quadel Consulting Corporation
Contract/Project Period:	03/2012- 02/2013 Client Services Manager 02/2010 – 02/2012 Performance Manager	Contract/Project Type:	Firm Fixed Price
Description of Requirement:	Management and Administration of 13,000+ unit Housing	Contract Reference Address:	Miami-Dade Public Housing and Community Development 701 NW 1st Court, 16th Floor Miami, Florida 33136-3914 Bill Riley
	Choice Voucher (HCV) Program	Project Reference:	Project Director Quadel Consulting Corporation Tel: (202) 798-2500 Email:briley@quadel.com

Description of Work Performed:

Managed and implemented quality control and risk management processes for Miami-Dade Housing Choice Voucher Program. Developed training guides and tools that supported the improvement of quality scores by 15% and reduced the risk of incorrect payments in 2011.

Responsibilities and Key Accomplishments:

Management and Oversight

- Managed the Client Services Department of the Miami Dade Housing Choice Voucher (HCV)
 Program
- Managed FLQ's quality and risk management process to mitigate the risk of incorrect or fraudulent HAP payments to (7,000+) landlords and ensure accurate income and rent calculations for (13,000+) program clients.
- Assisted with managing relationships with external stakeholders including Miami-Dade county, HUD and Legal Services of Greater Miami
- Assisted in setting organizational goals and Key Performance Indicators (KPIs) and implemented work plans to meet FLQ's goals and KPIs
- Oversaw servicing approximately 13,500 HCV families, processing approximately 1,500-2,000 transactions (Form HUD 50058) and generating approximately \$11 million in Housing Assistance Payments to landlords on a monthly basis
- Managed HCV Family Self-Sufficiency and Homeownership Programs

Duane Knight- Client Services Manager

- Managed implementation of performance and quality assurance processes and compliance with HUD's Earned Income Verification (EIV) requirements to mitigate the risk of incorrect or fraudulent HAP payments
- Evaluated current and new HUD, State and Local regulations, HUD Voluntary Compliance Agreements, Administrative Plans and developed and implemented business processes to ensure FLQ compliance
- Developed and implemented workplans and trained staff on policies and procedures as part of
 performance and quality management improvement processes to ensure compliance with current
 HUD policies and procedures
- Developed and implemented initiatives for re-engineering business processes using process improvement methodologies to improve customer service and efficiency
- Served as key resource for staff and Miami-Dade Housing Community Development on HCV rules and regulations
- Worked closely with Information Technology Department to leverage technology to improve customer service and efficiency and ensure compliance with local, state and federal requirements
- Worked cross-departments to re-engineer business process to ensure compliance with customer service and efficiency
- Supported oversight and management of external vendors including Call Center and Mail House to ensure efficient and timely service delivery

Analysis and Reporting

- Performed analyses of data from HUD data from EIV and Miami-Dade Public Housing Community Development's System of Record and HUD to identify deficiencies and root causes and developed corrective action plans to address deficiencies
- Prepared and reviewed performance reports to ensure Housing Assistance Payments to landlords were processed accurately and within required timeframes
- Reviewed performance reports and used quality management improvement methodologies including Total Quality Management (TQM) and Define Measure Analyze Improve and Control (DMAIC) to develop and implement corrective measures to increase efficiency and customer service

Key Accomplishments

- Led Client Services team to improve quality scores by 10% that contributed to the agency's achievement of HUD "High Performer" status in 2012
- Contributed to the reduction of customer complaints by 10% in 2012
- Re-organized Miami-Dade's HCV Homeownership Program and increased clients served by 10%

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Contract/Project Role:	Project Manager	Company:	The QED Group LLC.
Contract Period:	08/2005 - 12/2007	Contract Type:	Time and Materials.
Description of	Performance Report & Data Services: Provided performance	Contract Reference Address:	The QED Group LLC. 1250 Eye Street NW Suite 1100 Washington, DC 20005
Requirement:	monitoring, analysis reporting and technical assistance services	Project Reference:	Wendy Bradford Director of Human Resources The QED Group LLC. Tel: (202) 521-1900 Email: wbradford@qedgroupllc.com

Duane Knight- Client Services Manager

Description of Work Performed:

The Performance Management Reporting Contract provided performance measurement and analytical services to the Housing Opportunities for Persons Living with AIDS/HIV (HOPWA) program in The U.S. Department of Urban Development's Office of HIV/AIDS Housing and its 300 local government and 200 non-profit grantees. As the Project Manager, Duane managed delivery of analytical and technical assistance services including: reviewing and monitoring grantee program data to ensure compliance with program requirements and completion of goals; conducting business and policy analysis to support program development; and supporting the implementation of outcome measures for the HOPWA program that earned the program the designation of "Effective" under the Office Management and Budget, Performance Assessment Rating Tool.

Responsibilities and Key Accomplishments

- Developed and implemented project plan to provide management and technical oversight services to implement Performance Management Reporting for the Housing Opportunities for Persons Living with AIDS (HOPWA) program in HUD's Office of HIV/AIDS Housing
- Analyzed and monitored grantee performance data reported in Consolidated Annual Performance Evaluation Report (CAPER) and in HUD's Office of Community Planning and Development (CPD) Integrated Disbursement Information System (IDIS) to ensure timely expenditures of funds and completion of grantee goals

Additional Experience:

QED Group LLC, Washington, DC

08/2005-12/2007

Analyst

- Provided technical assistance to 1,000 Community Development Block Grant (CDBG) grantees
 and field offices to improve data quality and reporting for performance outputs HUD's Office of
 Community Planning and Development (CPD) Integrated Disbursement Information System
 (IDIS)
- Analyzed and monitored CDBG grantee data to ensure accurate performance reporting

National Congress for Community Economic Development, Washington, DC 09/2002-11/2003 Analyst

- Performed research and issue tracking on housing and community development issues to support state and local housing and community economic development nonprofits
- Supported national network of 36 state community economic development associations and partners through conference planning, technical assistance, knowledge sharing and fundraising
- Assisted with proposal development and project planning for network of 36 state community development associations



Years Experience:

With Firm: I

Total Years: 30+

Education:

Florida State

University, 1977

Certification:

Certified Land

Closer, State of

Florida

Cathleen Carney – Title Program Manager

Ms. Carney has extensive experience in disaster related real estate disposition and closings. Her management experience working with the two of the largest mass real estate transactional projects in the nation, Louisiana Road Home Program and the Louisiana Land Trust Real Estate Disposition Project, provide the program the needed technical experience to rapidly start the program and ensure that all program goals are met. Her ability to accurately and quickly implement the programmatic rigor will ensure proper and compliant closing for all of all qualified applicants and assist the state with their revitalization efforts. Ms. Carney had administrative oversight for both large and small staff sizes shows her management acumen and talent to retain high quality individuals.

Recent Project Accomplishments:

Project Manager, Louisiana Land Trust Real Estate Disposition

New Orleans, LA

August, 2008 to

September 2012

Directed the real estate disposition operation for the Louisiana Land Trust (LLT). Managed over 10,600 parcels of real estate in the State of Louisiana. Led the design effort for the LLT-eGrants, a software platform to manage, track and report on property status updates. Wrote RFP's for services, including Title, Auction and Appraisal. Personally hired and trained staff of 9. Coordinated and managed the implementation of parish disposition plans and cooperative

services, including Title, Auction and Appraisal. Personally hired and trained staff of 9. Coordinated and managed the implementation of parish disposition plans and cooperative endeavor agreements between effected parishes and/or municipalities, The Louisiana Recovery Authority, (LRA) The Office of Community Development (OCD) and LLT Worked with 28 parishes to help guide the implementation of parish disposition strategies and policies for compliance with Community Development Block Grant, HUD and OCD requirements. Coordinated the resolution of title issues presented on LLT owned properties. Assisted the Executive Director in preparation and presentation of project status reports to state legislative committees, local government agencies and LLT Board of Directors. Successfully held 10 public auctions returning properties to commerce. Disposed of 57% of properties in Saint Bernard Parish, 99% in Orleans Parish and 99% of properties located in all other Parishes for a total disposition of 8,658 parcels.

Reference:

Adrienne Duncan, Disaster Recovery Unit Office Of Community Development, State of Louisiana 504.556.9798 Office

Cell

Project Manager, Road Home Program, Closing Division

New Orleans, LA

August 2008

February 2006 to

Directed the title and closing operations for the State of Louisiana Road Home Grant program from 2005 through 2008. During her tenure, the program successfully completed over 70,000 transactions in 2.5 years. Achieved a net profit of over 4 million dollars in 2007. Designed an innovative processes for reporting, program delivery and streamlined transaction processing. Incorporated stringent financial controls and strong waste, fraud and abuse monitoring. Instituted a Quality Control process unparalleled in the program. Oversaw a staff of 264 employees across the State of Louisiana.

Reference:

Robin Keegan, Past Deputy Director/Director Louisiana Recovery Authority

Cell



Cathleen Carney - Title Program Manager

Prior Experience:

Project Manager, Trainer, and Branch Manager, First American Title Insurance Co

New Orleans, LA 2002 - 2008

Responsible for training all closing agents for First American Title Insurance Company in their Southeast region. Special training classes included closing special projects and training new acquisitions in the use of the First American FAST closing platform. As a Branch Manager controlled daily operations of closing office and conducted marketing efforts with local Board of Realtors and Affiliates. Ran escrow desk and prepared and conducted closings. Wrote First American accounting department manual.

Escrow Officer, Smith, Thompson & Shaw, PA

Tallahassee, FL 1995-

Provided all aspects of title insurance closings from reviewing sales contracts to the clearing of objectionable flaws and defects in title. Obtained payoffs of existing mortgages, judgments and other encumbrances and obtaining their release. Insured that adequate hazard insurance has been obtained. Reviewed and approved surveys. Approving from a Title Insurers standpoint the contents, effect and execution of deeds, mortgages and other documents required by title insurance commitments. Experienced in preparing HUD-1 settlement statements for the various parties involved in the transaction, including the adjustment and pro-ration of all required items and accounting for funds received and disbursed. Thoroughly familiar with the closing requirements and drawing of documents for all types of loans, including FHA, VA and all types of conventional loans, Purchase Money and Wrap-around Mortgages.



Robert Cheney - Program Director, NOVACES

Years Experience:

With Firm: 3

Total Years: 24

Education:

Bachelor of Science

Mechanical

Engineering,

University of Toledo,

Toledo, Ohio - 1994

Certification:

Certified Project

Management

Professional

Engineer in Training

Summary Biography:

Mr. Cheney has 24 years of experience in engineering, construction and project management. He has held project leadership positions at several companies, including titles of Vice President, Program Manager, Group Leader, Project Manager, and Mechanical Engineer, and has consulted to Fortune 100 companies as well as major US government deployments. His project portfolio includes more than \$2B of projects ranging from disaster response & recovery to design and installation of new manufacturing lines to mission critical implementations. His creative command of project management methodologies led to the first ever application of PM in disaster response. He has provided leadership on large programs similar to this one including the Deepwater Horizon Oil Spill Cleanup, TSA 100% Checked Baggage Screening Deployment, USPS Dispatch Integration Program and Pharmacia Chicago Region Capital Improvements Program.

Relevant Contract/Project Experience:

Deepwater Horizon			
Contract/Project Period:	11/2010 - 09/2012	Contract/Project Type:	Time & Materials
Description of Requirement:	Project Management Services	Contract/Project Reference:	Floyd Sanders Branch Planning Lead BP 1250 Poydras Street, 15th Floor New Orleans, LA 70130 Tel: (850) 200-7492 Email: floyd.sanders@bp.com

Project Controls Lead, NOVACES 11/2010 - 09/2012

Description of Work Performed:

NOVACES was contracted to provide Project Management Support to the headquarters of the Incident Command in New Orleans, as well as up to six different operations branches across the spill cleanup operations theatre. The goal for NOVACES with this contract was to provide up to the minute program/project and operations planning information at the Branch and Incident Command levels. The challenge was that Gulf Cleanup Operations had been in a state of emergency response and that no other emergency in US history had employed project management techniques. Meticulous planning evolved daily based on the response environment, the spill itself, and customer requirements; all of which were extremely dynamic in nature and required constant modification to plans. In order to meet client expectations, initial assessments of cleanup plans and planning processes were performed. From that assessment, initial project plans were developed and reporting procedures and requirements were documented and implemented. With the baselines prepared, NOVACES supplied Project Schedulers at each of the branches reporting across the theatre. These Schedulers assisted each of the Branch Planners in determining the overall scope of work, necessary resource levels, and the work schedule for operations and supporting staff. It was up to the Schedulers to carefully document plans and changes to those plans in an environment with constantly changing requirements. All changes in scope, plans, and other critical project information were forwarded to the NOVACES Project Planning Manager for weekly reporting to headquarters of the Incident Command. After careful analysis, this information was fed back to the Branch Planners as valuable information that supported operations planning, resource deployment, cost budgeting and reporting requirements placed on the planners by Incident Command. End results included streamlined operations timelines, significant cost savings, and shared understanding of the program plan to completion across functional sections.

Responsibilities and Key Accomplishments:

- Creatively applied advanced project management techniques to disaster response/recovery
- Developed resource and cost-loaded project/program schedules with over 100,000 tasks, 45,000 resources at peak, and \$1.5B total cost
- · Introduced performance management through actual versus planned cost per operational period
- Led team of 7 project schedulers dispersed over 4 states



Robert Cheney - Program Director, NOVACES

Contract/Project Period:	06/ 2002 - 09/ 2003	Contract/Project Type:	Combination Firm-fixed Price / Time 8 Materials
Description of Requirement:	Project Management Services, Installation Services	Contract/Project Reference:	Jeffrey Gavenas Program Director Siemens Richardson, TX Tel: (972) 947-7754 Email: jeffrey.gavenas@siemens.com

Position on Contract, Organization

06/2002 - 09/2003

Description of Work Performed:

Served as program lead on the Homeland Security - Transportation Security Administration (TSA) 100% Baggage Screening Program as subcontractor to Siemens/Boeing. Directly responsible for customer interface, project sales, hiring and management of assigned program staff, as well as managing baggage screening equipment installations nationwide. Staff included 11 management level personnel and 200+ installation personnel covering 100+ airports.

Responsibilities and Key Accomplishments:

- Led team of 11 project managers dispersed across CONUS and OCONUS
- Achieved 100% on-time installations as per US Presidential mandate
- · Creatively applied advanced project management techniques to ensure program success

Contract/Project Period:	02/ 2001 - 05/ 2002	Contract/Project Type:	Firm-fixed Price
Description of Requirement:	Mechanical Installation Services	Contract/Project Reference:	Steve Alcaide Technical Manager USPS Merrifield, VA Tel: (207) 721-3269 Email: dalcaide@email.usps.gov

Contract/Project Period:	01/ 1998 - 01/ 2000	Contract/Project Type:	Time & Materials
Description of Requirement:	Program/Project Management Services	Contract/Project Reference:	Gary Debruin Engineering Director Pharmacia Skokie, IL Email: gary.debruin@pharmacia.com



Bruce Quinn

Years Experience:

With Firm: I Total Years: 27

Education:

BA, Business Administration -Northern Virginia Community College Highly accomplished, award-winning Sales & Operations Executive with solid record of delivering outstanding bottom-line results for a range of sales entities arena. A history of achieving #1 status in virtually all previous positions and markets. Demonstrated expertise in regional & semi-national market sectors. Adept at Direct Sales, hiring, sales training, and piloting large, high-performance teams to continuously exceed expectations. Business partner with proficiency in directing broad regional operations, providing keen, insightful market analysis and business development strategies. Proven ability to develop and coordinate multi-million-dollar budgets. Dedicated to achieving organizational goals and driving business to maximum profitability.

Areas of Expertise

- Sales & Operations Management
 In depth knowledge of Grant analysis
 Communications development
- Team Leadership / Development Direct Sales, Sales Training Training Program Development
- Problem Resolutions Market Analysis Business Development Multi-site Operations Management
- · Budget / P & L Development · Analytical Underwriting · Business Planning · Sales Origination
- Elevated Brand Recognition

CONSULTANT

MRN CUBED

Managing Director - 2012 to Present

Developed, managed, hired and contracted Underwriter's to underwrite, Frontline and due diligence files working with many client/partners on HARP, conventional, FHA, high risk credit reviews, pre-closing reviews and targeted reviews files. Dealing directly with executive and senior management on all levels, in addition to all third party vendors to confirm reps and warrants, SOW's and MSA's.

FREDDIE MAC

McLean, VA

Under Government conservatorship (12 month Contract)

Consultant /Senior Compliance Analyst/Underwriter - Project Manager 2009 to 2010

Contract Underwriter with Crosby Corporation to re-underwrite/due diligence lending partners conforming and non-conforming loans, by either accept/retained, or subject to repurchase. Dealing directly with Freddie Mac management on all levels, in addition to lending partners and third party vendors to confirm reps and warrants, per forward commitments and MSA's. Assisted in hiring and supervising a team of over 60 underwriters to effectively underwriter over 20,000 loans.

ICF INTERNATIONAL / PROVIDENCE

Fairfax, VA

Multi-Million Worldwide Consulting Firm (9 month Contract)

Deputy Director / Assistant Underwriting Title Manager - 2008 to 2009

Assisted in managing, training and underwriting development of organizational strategies that insure the overall completion of the Louisiana Katrina & Rita grant victims (Road Home) Program, while consistently exceeding IFC International organizational goals. Supervised all direct reports, coordinators, and team leads to devised long and short term strategies for the maintaining underwriting due diligence process-flow and program service outcomes necessary to meet program objectives. Established best practices in communications & strategy alignment.

Sales/ Operations Career

LENDERS ASSET MANAGEMENT CORPORATION

Denver, CO

Asset Management company, with \$10 million annual production

Senior Vice President/ Chief Operations Officer

Developed & implemented strategic/tactical short and long-term business plans, six-sigma, Hoshin planning along with fundamental development of asset process flows. Established & implemented SLA's/OLA's to meet minimum standards, in addition to audit quality review and achieved buy-in; subsequently adopted as best practices for company headquarters. Led entire operation through 21st century leadership practices, while meeting the demands of company's client requirements.



Bruce Quinn

INTERBAY FUNDING Fort Washington, PA

World's # 1 small commercial lender, with \$2B annual production

District Sales Manager / AVP - Western Region (16 states, 30% of the total volume origination for Interbay) - 2007 to 2008

Developed & implemented strategic marketing plans with Market Manager, Business Development Manager, and commercial Broker to develop vertical market referral sources; increased brand awareness 15% via elevated increase partner penetration. Developed, implemented and train to minimum standards and achieved buy-in; subsequently adopted as best practices for Western Region. Doubled volume from \$25M to \$50M for top accounts within five months by developing, implementing, and delivering client training initiative on new sales production strategies.

MERRILL LYNCH / dba -FIRST FRANKLIN FINANCIAL CORPORATION Baltimore, MD Salt Lake, UT Fresno, CA

#1 wholesale mortgage lender in the U.S., producing \$29B in loans annually

Vice President | Officer | Branch Manager

Created uncontested market space via detail marketing, Sales Account Executive/Broker training, and enhanced broker brand recognition in all regional markets. Lead and develop a Broker/client-focused staff of 50-60 staff personal spanning multiple offices to consistently exceed organizational goals. Improved market's cognizance of product understanding by elevating brand recognition; increased broker account penetration and amount of active producing brokers by .50% to minimum of 1.57% market share for each Company office.

FIELDSTONE MORTGAGE CORPORATION

One of the top 15 wholesale mortgage companies in the U.S., producing \$250M in loans annually

Southeast Area Sales Manager

Developed and supervised eight Account Executives for the Southeast Region from Virginia to Florida. Elevated production 536% above business plan and piloted Region to #1 in profitability.

SAXON MORTGAGE

Southeast wholesale mortgage company producing \$350M in loan originations annually

Area Sales Manager | National Sales Training Manager

Developed, Coordinated and delivered sales training throughout the United States, and trained the entire sales force. Trained and directed five Account Executives spanning Virginia, Delaware, Maryland, West Virginia and DC; additionally managed Florida and its four Account executives to double sales volume. Directed Area to attain nation's #1 position for individual Account Executive production (143 units per account Executive). Achieved status as second-highest producing Area Sales Manager in fundings for 1998.

EQUIVANTAGE, INC.

Wholesale mortgage lender producing \$150M in loan originations annually

Wholesale Sales Account Executive

As one of the top five Account Executives in the Country, originated A, B, and C mortgage loans in Maryland, Delaware and Virginia, and analyzed the needs / business practices of different correspondents. Played key role as primary link for Market strategy in the region and co-developed Company's marketing plans. Delivered sales calls to existing / potential accounts, orchestrated trade shows and broker meetings, conducted market research, planning, and analysis, and trained new correspondents.

FORD CONSUMER FINANCE

Wholesale mortgage lender producing \$10B in loans annually

Sales Account Executive | Underwriter / Assistant Branch Manger

Originated A, B, and C credit mortgage loans for the Northern Virginia region and part of southern Maryland. Collaborated with wholesale mortgage brokers as first Account Executive nationwide with underwriting authority in the field.

Underwriter / Assistant District Manger

Directed all operations of Northern Virginia district office, including processing, reporting, volume control, origination, underwriting, and communicating with retail / wholesale mortgage brokers on a daily basis. Collaborated with District and Regional Managers on purchase money, refinances, and major debt consolidation loans. Achieved monthly volumes of \$4-6M.



Bruce Quinn

TRUSTBANK FEDERAL SAVINGS BANK Fairfax, VA 37 Branches through the Mid-Atlantic Region

Senior Processing Agent /Mortgage Sales Counselor / Manager - Underwriter 1986 to 1991

Telecommunication application Division \ Home Equity Department accountable for quarterly training of branch managers, monitoring development and overseeing the performance of the Virginia branches related to Home equity loans. Responsibilities included processing REO's, auction loans, conversions, modifications and assumptions in the mid-Atlantic region. Solicited streamline refinance mortgages, modifications, conversions and Home Equity loans.



Years Experience;

With Firm: I

Total Years: 20

Education:

Bachelor of Business

Administration.

Accountancy -

Loyola University of

Chicago, 1979

Certifications:

CPA Licensed

Accountant

Len Kraig

Over 20 years experience in internal and external audit management with large CPA firms and in industry. Strengths include the identification and implementation of value-added recommendations to enforce accounting best practices and procedures, enhance internal controls, perfect processes, contain costs and promote efficiency. Also proficient in office leadership and operations. Skills and expertise include the following:

- · Internal Audit Transformation (Domestic and International)
- Accounting/ Audit (CPA)
- Audit Committee Reporting
- Sarbanes-Oxley/Corporate Governance
- · Fraud Investigations
- Process Re-design
- · Accounting/ Audit (CPA)
- Financial Management/ Staff Development and Office Leadership

LEN KRAIG, CPA, Chicago, IL (2012-Present)

Self-employed, performing contract projects in internal audit, business advisory services, interim accounting and specialized consulting projects.

Consultant

Sample projects include the following:

- Managed Sarbanes-Oxley section 404 certification project for a mid-sized Life Insurance client in preparation for an initial public offering. Coached client personnel, managed and reviewed risk analysis, process narrative creation, control design (using AS5 guidance to select key controls), test design and reviewed detail testing for a newly acquired company and for mature company operations. Also prepared Audit Committee summary and a report of recommendations for senior management.
- Summarized risks and internal controls for a real estate client and set up a relational database to house
 policies and procedures over construction and draw activities (\$800 million in sales).

FOOTPRINT RETAIL SERVICES Lisle, IL (May 2009-December2011)

A provider of end-to-end merchandising logistics services for a roster of nationally known retailers. Director of Operations I Inventory

Responsible for the leadership and oversight of company operations including enhanced management and client reporting.

- Led task force of cross-functional management to surface and successfully resolve operational issues
 within the corporate function and for a network of over 90 distribution centers across the United States
 and Canada.
- Authored and implemented standardized policies and procedures, maintaining an internal audit perspective, to ensure proper internal controls (COSO framework) and best practices over asset management for a host of clients (including Coca-Cola, Merck, Starbucks, Target and Wal-Mart).
- Performed client asset (inventory) lifecycle process review, identified and corrected control gaps, and delivered client presentations that stabilized and elevated independent customer satisfaction benchmarking to "exceeds expectations" ratings.

CORVUS/MCGLADREY/FDIC (2009, three month contract assignment) Contractor for FDIC

FDIC Resolution Asset Contractor/ Manager

Supported the FDIC team assigned to address troubled assets associated with a failed Florida bank; reviewed balance sheet to identify and communicate issues by account; stabilized operations by filling various accounting roles as accounting personnel under old bank management turned over and positions were filled with candidates selected by the new bank management; performed accounting for FDIC-assumed loans and maintained loan accounting records until troubled assets were packaged for resale. (A CPA designation was required for this role).

MCGLADREY Chicago, IL (2005-2008)

Fifth largest consulting, accounting and tax services firm.

Director, Risk Management Consulting/ Business Advisory Services

Sold and managed projects internal audit and SOX projects in the \$100k-\$600k range. Directed concurrent projects and supervised teams of managers and professional staff (up to ten



Len Kraig

professionals per project).

- Managed recurring annual contracts for outsourced/co-sourced internal audit in accordance with HA
 Standards, maintaining a high level of client satisfaction in delivery of services (risk management
 assessment, audit plan development and financial and operational audit execution) for a large non profit, manufacturing and insurance client.
- Supervised Sarbanes-Oxley (SOX) design, implementation and management of recurring annual testing for two manufacturing clients. Assigned to remedy the first SOX cornerstone project of the practice, and successfully turned around client satisfaction.
- Performed specialty consulting projects including fraud review for a school district (substantiation of
 theft, process review, gap analysis and recommendations), white collar productivity and incompatible
 function analysis of accounting department for a manufacturing client, controls reviews for non-profit,
 payroll compliance review for a hospital, procure-to-pay process review and expense policy for a law
 firm.
- Performed attest (CPA) audit services for a hotel client.
- Participated in practice development efforts, including proposal writing and delivery, enterprise-wide risk management educational consulting to clients and risk management/controls seminars.

ACCENTURE Chicago. IL (2004-2005. twelve month contract assignment)
A management consulting firm of 244,000 professionals in 120 countries.

Project Manager for Sarbanes-Oxley

- Led first-time-through design and implementation of Sarbanes-Oxley financial controls for the US and Canadian Shared Service centers on behalf of the US Controller and Director of Shared Services. Met all deadlines for successful implementation.
- Managed controls design for the global record-to-report process concurrent with an SAP implementation.
- Trained members of US Controller's team on controls testing and worked with IT team on specifications for test maintenance database.

NEW DIMENSIONS CENTER FOR COSMETIC SURGERY Chicago, IL (2002-2004) A physicians group, surgery center and medical spa with three locations. Chief Operating Officer

Responsible for strategic direction and leadership of operations and finance function with 25 direct reports.

- Enhanced controls and all front office and back office processes, including patient scheduling, expansion of ancillary services, human resources, insurance and finance.
- Negotiated leases and contracts to reduce costs.
- Launched an advertising campaign and implemented marketing tools that resulted in record profitability.
- Led a successful effort to obtain Joint Commission accreditation for in-house operating room, resulting in the ability to negotiate favorable rates with an outsourced surgical center.

CAREMARK RX. INC. Northbrook. IL (2001-2002)

The largest pharmacy health care provider in the United States.

Director, Audit Services

- Hired and directed a department of seven audit professionals.
- Developed the risk management strategy and annual plan of financial and IT audits.
- Presented formal reports to senior management on operations, accounting and controls.
- Responsible for department administration including budget and development of managers and staff.

ANDERSEN WORLDWIDE I ARTHUR ANDERSEN Chicago, IL (1988-2001 and 1979-1985) A former Big 4 accounting and management consulting firm (now Accenture).

Senior Manager Internal Audit, Attest Audit Senior

Co-Managed a department of 50 internal audit professionals in the conduct of domestic and international financial (GAAP), statutory and operational audits while firm grew from under \$1 billion to over \$10 billion in annual revenues and expanded its scope of global operations.

 Managed internal audits in 35 countries. Also reviewed deals for joint ventures, performed preacquisition due diligence, fraud investigations, white collar productivity and profitability reviews.



Len Kraig

- Implementation team manager for Accenture and Arthur Andersen Shared Service centers.
 Responsibilities included cost-modeling, user focus-groups, process re- engineering, controls review and implementation.
- Interim Controller for Switzerland practice and the firm-wide Systems Support division (18 months each). Practice assimilation for newly acquired practices including 6 month project in Malaysia.
 Year end close and special projects in Paris, Tokyo and Stockholm.
- Performed external audits (attest) and tax work to various Arthur Andersen (Big 4)
 Chicago office clients including a global architectural firm. (1979-1985)

FEDERAL RESERVE BANK Chicago. IL (1985-1988)

One of the twelve regional reserve banks within the United States banking system.

Bank Examiner (Manager), Supervision and Regulation Department, Lead Auditor, Internal Audit

- Assisted in development of methodology for review of bank holding companies.
- Managed internal audits of the Chicago Federal Reserve Bank operations and performed member bank regulatory and compliance examinations.
- Participated in development of a safety and soundness risk model.
- Received certification as Federal Reserve Bank Examiner.

PROFESSIONAL AFFILIATIONS

- Illinois CPA Society Served ten years on the Public Relations Committee and as Chairman
 of the Illinois Public Service Announcement Subcommittee. Received three Distinguished
 Service Awards for committee service.
- Institute of Internal Auditors
- Authored and recorded essays promoting the accounting profession for the National Public Radio series "What's Working."

Peggy Gregory - Manager of Conferences and Training

Ms. Gregory coordinates approximately 100 training workshops each year. Ms. Gregory also serves as an on-site expert for Department of Housing and Urban Development (HUD) Multifamily rules related to HUD Handbook 4350.3, and updates and edits various course books for Quadel training courses. In addition, Ms. Gregory offers first-hand experience in HCV Program operations. She provided technical support to Florida Quadel (FLQ) during the program's start-up phase, playing a key role in administering the Miami-Dade Public Housing Agency's (MDPHA) Program. She previously served as an on-site manager for a past contract to administer the Houston Housing Authority's (HHA) HCV Program.

Relevant Contract Experience

Contract/Project Role:	Training Manager	Company	Quadel Consulting Corporation
Contract/Project Period:	06/2012 - Present	Contract/Project Type:	Firm Fixed Price
Description of	Develop materials and provide training for the	Contract Reference Address:	Miami-Dade Public Housing and Community Development 701 NW 1st Court, 16th Floor Miami, Florida 33136-3914
Requirement:	implementation of the EasyVoucher web portal model	Project Reference:	Jason Wilson Project Manager Inktel Tel: (954) 523-1100 Email: Jason Wilson@inktel.com

Description of Work Performed:

EasyVoucher.com is a new web-based portal created by Quadel which allows tenants and landlords to complete most transactions related to the administration of the Housing Choice Voucher program via the internet, a kiosk, an IVF or the call center. The pilot of EasyVoucher.com, implemented on October 1, 2012, provided selected tenants with the ability to complete their annual reexaminations via a kiosk or the call center. Call center staff had to be trained on Housing Choice Voucher rules as well as the EasyVoucher.com software. Final training materials needed to be developed for the Call Center staff had to be created within two weeks of the initial training. Multiple training sessions were held between mid-September 2012 and January 2013. Training materials were continually updated as new functionality was added to EasyVoucher and additional staff were hired. All training materials were created by Ms. Gregory. The majority of the training for the call center staff was conducted by Ms. Gregory. Ms. Gregory's understanding of the task from the call center staff's perspective and the caller's perspective added significantly to the quality of the training. Her on-site support at the call center at the initial implementation in October 2012 ensured a relatively easy transition for both call center staff and the tenants to the EasyVoucher model.

Responsibilities and Key Accomplishments:

- Created and updated training materials for Call Center staff on Housing Choice Voucher rules and EasyVoucher software.
- · Coordinated with Inktel to ensure the proper training of the Call Center staff
- Conducted training of Call Center and kiosk staff as well the staff of DYONYX, the company in charge of the Help Desk function for the software.
- Served as on-site expert at the Call Center during the initial transition to EasyVoucher.

Years of Experience:

With Firm: 11

Total Years: 33

Education:

BA History -

University of

Rochester, May 1979

Certification:

Instructional Design, E-Learning, 2013

Assisted Housing Manager (AHM) Certification, 2004

Low Income Housing Tax Credit Compliance (TACCs) Certification, 2008

Housing Choice Voucher (HCV) Management Certification, 2003

Peggy Gregory - Manager of Conferences and Training

Rutgers Universit	y Training		
Contract/Project Role:	Training Manager	Company	Quadel Consulting Corporation
Contract Period:	05/2005 - Present	Contract Type:	Firm Fixed Price
Description of Requirement:	Provide training to Rutgers' University's Center for Governmental Services	Contract Reference Address:	Rutgers, The State University of New Jersey Center for Government Services Division of Continuing Studies 303 George Street, Suite 604 New Brunswick, NJ 08901-2020
		Project Reference:	Program Coordinator Center for Government Services Division of Continuing Studies Rutgers, The State University of New Jersey Tel: (732) 932-3640, ext. 654 chasnbox@docs.rutgers.edu

Description of Work Performed:

Ms. Gregory has coordinated the delivery of training to Rutgers' University's Center for Governmental Services since 2006. She is responsible for coordinating material updates and trainer logistics. During that time, Ms. Gregory coordinated an average of almost seven training sessions each year on up to five different subjects, including Maintenance Management, Asset Management, Tenant-Based Assistance, and Executive Housing Management. Trainings

Responsibilities and Key Accomplishments:

- Determines, in consultation with Rutgers staff, training dates for the various training offerings.
- Responsible for coordinating the curriculum design with Rutgers representatives
- Provides logistical support for Quadel trainers and evaluating their performance.
- · Updates course materials to reflect changes in HUD or State of New Jersey policies and legislation

Miami-Dade Cou	inty Housing Choice Vouch	er Program	
Contract/Proje ct Role:	Training Manager	Company:	Quadel Consulting Corporation
Contract Period:	04/2009 - Present	Contract Type:	Firm Fixed Price
Description of Requirement:	Administer the Housing Choice Voucher Program for the Miami-Dade County Housing Authority.	Contract Reference Address:	Miami-Dade Public Housing and Community Development 701 NW 1st Court, 16th Floor Miami, Florida 33136-3914 Craig L. Clay Deputy Executive Director/Chief Financial Officer Miami-Dade Public Housing and Community
		Project Reference:	Development Tel: (786) 469-4192 Email: cclay@miamidade.gov

Peggy Gregory – Manager of Conferences and Training

Description of Work Performed:

Ms. Gregory offers first-hand experience in HCV Program operations. In 2009, she provided technical support to Florida Quadel (FLQ) during the program's start-up phase, playing a key role in administering the Miami-Dade Public Housing Agency's (MDPHA) Program. Her role in the start –up was to coordinate the delivery of service to tenants and landlords who came to the office in the first weeks of our contract to manage the Housing Choice Voucher program for MDPHA. Approximately 200-300 people per day were coming to the office to determine the status of various transactions such as move requests, voucher issuance and rent increase.

Responsibilities and Key Accomplishments

- Managed a team of 4 working directly with clients to help resolve their concerns related to voucher issuance, move requests and rent increases.
- · Developed team processes for the delivery of service.

Additional Experience:

City of Rochester, Rochester, NY

05/1997-11/2001

Neighborhood Empowerment Team Administrator

- Operated in a high level, high profile capacity and assumed responsibility for interpreting, communicating, and implementing the Mayor's Neighborhood Empowerment Team (NET) Program Initiative.
- Coordinated extensively with the media, community neighborhood groups, citizens, and business
 and outside agencies in the promotion of the NET program and in developing and execution of
 strategies aimed at addressing neighborhood quality of life issues.
- Worked under the general direction of the NET Director and the Mayor.

Department of Community Development for the City of Rochester, Rochester, NY 05/1988-11/1997 Senior Administrative Analyst

- Coordinated personnel, technical support, and special report projects for the Bureau of Buildings and Zoning.
- Prepared budget and Capital Improvement Program submissions.
- Acted as chief contact and support for computer hardware and software concerns of the bureau.

Department of Economic Development for the City of Rochester, NY Administrative Analyst

11/1984-04/1988

 Prepared state and federal grant applications, wrote reports, created and maintained databases, informed business of federal requirements and coordinated review processes.

City of Rochester, Rochester, NY

01/1982-11/1984

Personnel Analyst, Civil Service

 Developed examinations, conducted job analyses, evaluated candidate qualifications, and directed informational and test preparation sessions for test takers.

CETA, Rochester, NY

12/1979-01/1982

Employment and Training Counselor

- Monitored training programs for compliance with contractual and U.S. Department of Labor regulations
- Compiled statistics and interviewed applicants



Jim Furfari

Years Experience:

With Firm: 1

Total Years: 30

Jim has 30 years Workers' Compensation claim management experience in carrier, broker, TPA, and managed care environments.7 years PBM, DME & Ancillary services sales management and business development experience.16 years of TPA, Managed Care, and IT business development and product management experience.14 years claim mgt., managed care, and IT project mgt. experience on behalf of Carriers, TPA's, PBM & Ancillary services. Successful track record for managing and leading project teams in the diverse cultures of carriers, TPA's, and PBM. Successfully conducted Carrier, TPA, PBM, and Ancillary Service market research activities to assess market demographics, buyer preference, product viability, and competitive analysis to identify emerging trends, and design innovative products and services to meet customer demand and for competitive positioning. Recruited 8 times by Carriers, TPA's, Managed Care, PBM, and Ancillary services entities to lead organizations through change processes resulting in successful new product and operating division implementations, without exception. Recruited by Chubb & Son to design WC & Managed Care TPA and IT strategy, develop and bring new product offerings to market, and provide leadership and management of new claim management TPA - Chubb Services Corporation. Proven leadership experience exceeding performance standards as claim adjuster, claim supervisor, claim manager, national claim manager, VP of Claims, COO, and Executive Director of PBM and Ancillary services. Complete P&L responsibilities for TPA, managed care, and DME & Ancillary services operations in excess of \$90M. Proven track record of sales performance and sales management as TPA/PBM/DME sales executive. Presenter at various industry conferences involving WC Claims & Med. Mgt., Image Processing, and TPA Best Practices. Center for Creative Leadership Graduate - selected by PMSI and AmerisourceBergen as one of two employees, from a pool of 11,000+ employees to represent PMSI at "High Impact Leadership" program. Responsible for design/build/implementation of PMSI's business development activity tracking system, increasing referral sources by 82% and revenue by 18%. Excellent team building, presentation, and verbal and written communication skills.

Consultant

HGI International, New Orleans, LA 10/12 - Present

Regional Sales Manager

myMatrixx, Tampa, FL 12/11 - 4/12

Recruited to develop new PBM business in an underperforming territory.

Executive Area Director, Northeast/Central Regions

Optimal Care Transportation & Translation, Jacksonville, FL 10/10 - 12/11

Responsible for leadership and management of 7 regional account managers, 13 states, \$15+M revenue budget. Increased revenue 23% year over year. Designed/developed/implemented MSC's T&T referral activity scorecard and reporting metrics. Developed new strategy to quantify financial impact of client transportation miss and additional indemnity costs.

Executive Director, Sales and Account Management

PMSI, Tampa, FL 7/06 - 8/10

Recruited to set direction, provide leadership, and manage medical services sales division. Promoted three times. P&L responsibility for \$92M revenue budget. Managed team of 6 regional sales managers with 40 sales associates, and Catastrophic Care Mgt. division. Met/Exceeded quarterly revenue target 7 consecutive quarters, and managed expenses under budget. Re-organized account management division and designed and implemented new staffing plan, stabilizing accounts. Sold \$4M+ PBM and DME services contract to #1 distributor of food service products in North America.

Director, Sales and Program Development

Horizon Health Care Consultants, King of Prussia, PA 1/05 - 7/06

Responsible for business development of managed care product. Increased new referrals by 337% vs. prior year. Designed new strategy to improve telephonic claim management workflow, reduce look up screens, and designed/built new on-line billing module to reduce end of month billing time from weeks to minutes.

Executive Vice President & Chief Operations Officer

Hammerman & Gainer, Inc., New Orleans, LA 2/02 - 12/04



Jim Furfari

Director, Integrated Products & Services

Colonial HealthCare, Inc., Norristown, PA 7/99 - 2/02

Responsible for the design and implementation of TPA new business development strategy increasing revenue \$1.3M. Developed new sales & marketing campaigns increasing web site traffic by 34%. Managed claim department in addition to sales responsibilities. Account manager for Potomac Electric Power Company and PA Turnpike Commission.

National Account Executive

Crawford & Company, Philadelphia, PA 7/95 - 5/96

Recruited to retain two leading managed care supermarket clients producing \$12M+ annual revenue.

Responsible for client relations and managed care sales in Mid-Atlantic Region. Selected as Mid-Atlantic Region Team Leader responsible for the re-training of sales staff in "Consultative Selling." Selected by Philadelphia Chapter CPCU Society 50th Anniversary Celebration as conference speaker, presenting "Claims Management Best Practices".

President, Integrated Claims & Managed Care Services

The Managed Care Alliance, Malvern, PA 7/95 - 5/96

Responsible for overall management & administration of claim staff. Designed/built/implemented new Integrated Care and Claim Management corporate strategy. Developed \$1.2M in new ICCM business.

Managing Director & Senior Vice President - Operations

Universal Holding Corporation, NY 9/93 - 2/95

American Pioneer Life & Health, Orlando, FL

WorldNet Services, Dallas, TX

Complete P&L responsibilities managing revenue budget of \$10+M. Assumed full leadership and management of call center operations. Successfully stabilized company resulting in 98% client retention and increased sales by 22%. Responsible for Life & Health operations and policy and claim system integration. Responsible for project management and implementation of new policy administration system.

Vice President

National Manager, Claim Management Services

Chubb & Son, Inc., Warren, NJ 1/90 - 9/93

Recruited by Chubb & Son to research and design new TPA claim management/managed care products and IT strategy. Responsible for leadership and management of claim management division for Chubb Services Corporation. Designed the industry's first successful, integrated RMIS and Image Processing Workflow Management System. Built sales from \$0 at start-up to \$2.2M. Developed and implemented automated cost accounting strategy to quantify and track "real-time" claim costs. Designed/built new claim reporting system to U.S. Olympic Committee's USA Hockey program securing \$7M+ revenue. Promoted 3 times, and twice selected to receive Chubb & Son Performance Incentive Awards.



Erica Abegbite (Financial Manager/Accountant)

EDUCATION:

George Mason
University
B.A. Sociology
(concentration in
Business
Administration) 2004

CERTIFICATES:

DOD Secret Clearance, PMP certification in process.

YEARS OF EXPERIENCE: 12 years Ms. Abegbite is a DOD cleared professional with a 12-year record of excellence, unwavering work ethics and accountability, in the fields of financial and operations management, business process re-engineering, and business analysis. She improved largest FFP contract, restoring program to 24% profitability by implementing cost control and reduction measures. She is proactive in anticipating obstacles in projects and program structures before they arise. She was responsible for projects reaching \$100M + DoD project portfolio. She possess forward thinking, with ten years experience in management analysis, maximizing and integrating staff talents to achieve the priorities of corporate business management and development.

- Experienced in managing projects worth \$100+.
- Analyzed, tracked, and monitored program financial metrics to assist management with investment decisions and overall health of the program budget
- Analyzed regulations to determine impact on program operations and management, conducts cost vs. benefit analysis for contract and subcontract teaming
- Maintained financial tracking systems, monitored expenditures and reviews profit & loss statements, and forecasts for accuracy and validates monthly, quarterly, and yearly financial report
- Developed annual financial plan derived from T&M, FFP, and FPLOE program forecasts and indirect functional budgets
- Participated in negotiations relating to Cost Accounting Standard (CAS) issues and monitored contract's cost control systems and practices.

Finance & Business Manager, VSE Corporation 3/22/2010-Present

Directorate Business Manager for the Engineering and Logistics Division, managing conus and oconus projects. Directorate Manager supporting Engineering & Logistics Division, Systems Division and Advanced Technologies Division. Responsible for \$100M + DoD project portfolio. Initiated regular program reviews of fixed-price contracts to improve revenue recognition and cost management. Improved largest FFP contract, restoring program to 24% profitability by implementing cost control and reduction measures, manpower planning and standardized operational procedures. Accountable for contract pricing and pricing review (T&M, CPFF, FFP, & IDIQ). Developed and evaluates the effectiveness of work methods, budget utilization and management controls. Conducts financial management system review and maintains acceptable accounting and budgeting systems. Ensures adequate reporting for all financial aspects of the program.

Finance & Business Manager, Northrop Grumman Corp. 5/2/2009-3/22/2010

Direct business management responsibilities for Army Intelligence Master Plan (AIMP) program, within the Defense Mission Systems Group. Driving force behind improving accuracy of forecasts, profitability, and cash flow. Analyze, track, and monitor program financial metrics to assist management with investment decisions and overall health of the program budget. Developed financial models to meet business requirements. Develops and drives comprehensive business plan recommendations, based on analysis and emerging trends. Analyze regulations to determine impact on program operations and management, conducts cost vs. benefit analysis for contract and subcontract teaming. Maintains financial tracking systems, monitors expenditures and reviews profit & loss statements, and forecasts for accuracy and validates monthly, quarterly, and yearly financial report. Responsible for directing the operations of accounting, budget programs, and internal corporate controls.

Finance & Business Manager, Northrop Grumman Corp 8/10/07-5/1/09

Business Manager for \$100M annual revenue for the State and Local division of Health & Human Services within the Federal Health and Human Services Information Technology group. Responsible for the tracking and management of all direct and overhead expenses under this contract, as well as revenue recognition for the business unit. Developed annual financial plan derived from T&M, FFP, and FPLOE program forecasts and indirect functional budgets. Provided analytical reconciliation of the two views and monthly updates to this plan. Reconciled monthly billing forecasts. Managed the preparation of financial plans to facilitate overall organizational objectives and program management. Prepared financial internal/external reports (Long Range Strategic Plan, Annual Operating Plan, Waterfalls, Indicated Final analysis, EACs/ETCs).



Erica Abegbite (Financial Manager/Accountant)

Managed invoicing and collections (DSO) analysis, indirect rate build/structure, continuous process improvement directives, and work authorization disbursements. Lead the business management team to achieve Federal compliance requirements during conversion of commercial programs.

Business Manager, Northrop Grumman Corp. 12/2004 - 8/2007

Business Manager for \$18.6-\$25M annual revenue under Clins 0001 (PMO), 0002 (Help Desk/NOC), Clin 0003 (Hardware Maintenance) and CLIN 5 (Infrastructure Deployment) for the Department of Homeland Security TEAMS Contract for the Commercial State and Local Group, reporting to the Program and Functional Manager on the program. Responsible for the tracking and management of all direct and overhead expenses for the T&M and FFP portions of the respective clins under this contract, as well as revenue recognition for the business unit. Served as a principal interface between the employees on the DHS program and accounting to resolve any financial or business related issues. Conducted extensive, indepth analytical evaluation of contract proposal. Provided recommendations in regard to proposals and cost/price competitiveness. Participated in negotiations relating to Cost Accounting Standard (CAS) issues and monitored contract's cost control systems and practices. Performed what-if analysis on the financial impacts of price changes, and margin impacts for the business unit. Served as secondary pricing analyst on commercial, government, and state proposals, implementing the appropriate pricing strategies and pricing tools. Priced and won key customer contract.

Assistant Project Manager, Intermec Technologies 3/2003-7/2003

Managed software, material delivery and IT hardware installation for United States Postal Service's Manual Scan Where You Band System. (SWYB). Conducted site survey for SWYB sites, tested and assembled main computer system and program. Defined and achieved client needs though briefing sessions, on-going communication, and project schedules designed using Microsoft project. Provided project leadership on million dollar + projects, including quality assurance and budget control. Served as help desk analyst for Scan Where You Band Project. Managed operations functions such as detecting, documenting, dispatching, and reporting incidents. Coordinated and ensured quality customer service. Created documentation for survey approval and technician requests to track proper equipment usage. Managed and oversaw administrative programs as they related to the various organizational entities. Executed cost/revenue analysis to increase improvement in business/tech relations. Maintained project expense report and payroll for technicians. Developed SOW's for project proposals. Guided administrative policies and procedures coordinated and integrated the work efforts of administrative support staff.

Program Manager/Assistant Director, George Mason University 8/1996-3/2003

• Successfully implemented academic and social projects within budget means and time constraints. Worked to gain funding to emphasize importance of Information Technology and its opportunities to the student community. Managed and tracked fundraising efforts, grants, and philanthropic foundations. Composed grants for integrative programming and business opportunities. Made presentations to state officials to receive approval and funding for innovative conference and training operations, as well as new office expansions. Coordinated proposals reflecting program priorities. Analyzed records and evaluated trends to develop organizational outcomes and assessments. Planned, developed, and monitored actions required to manage organization's administrative functions. Provided project evaluation, including overall project planning, scheduled meetings with project committee member, negotiated contracts and subcontracts, marketed analysis, utilized assessment analysis methods, and full implementation of assessment results. Developed an in-depth working knowledge of program and project development procedures and management principles through resource sharing with local business leaders and universities. Served as Project Manager for University's Diversity Initiative and developed interactive database and corporate network, as well as formed monetary partnerships with community businesses. Worked to form diversity "best practices" and form dispute resolutions committees.

Financial Manager, George Mason University 7/1997-6/1998

Established training guides for staff, as well as wrote yearly programming and training calendars. Forecasted and managed annual training and project budgets. Served as full-charge financial manager for



Erica Abegbite (Financial Manager/Accountant)

several department organizations, responsible for: bank reconciliation, general ledger, payroll taxes, accounts receivable and payable, budget forecasting, and financial reports/statements. Enlarged systems and procedures to formulate and execute administrative budget that included the planned and organized training in the application of new accounting practices for advancement and effectiveness in university and corporate budget administration.



Years Experience:

With Firm: 14

Total Years: 38

Education:

BA, History/

Political Science -

Utah State

University, 1971

Bruce Marler - Project Manager

Mr. Marler has more than 38 years of experience in the facilities and information technology industries, working extensively in a management capacity. For over seven years, Mr. Marler was based in Afghanistan where he was responsible for several large-scale Louis Berger Group (LBG) projects related to the infrastructure rehabilitation of this war-ravaged country, including the successful and secure design and/or ongoing operation of multiple base camps for expats/TCNs. His primary projects have involved facility operations and maintenance planning/execution, security operations, and logistics. He has extensive practical knowledge of the latest generation facility electronic monitoring and data systems, including fire alarm and suppression, closed circuit television, security/access control, data and telecommunications, local/wide area network, and information systems management.

Recent Accomplishments

- As Camp Facility Manager for the Afghanistan Infrastructure Rehabilitation Program (AIRP), Mr. Marler provided cost-effective management of a \$1.5 million annual Operations & Maintenance budget, supervising a support staff of 32.
- Working at the US Embassy in Kabul, Mr. Marler Oversaw all logistics related to security subcontractor scheduling, demand forecasting, purchase order management and distribution of armory inventories.

Experience

T08 08 Camp Facility Manager, Afghanistan Infrastructure Rehabilitation Program (AIRP), Gardez - Khost Road (Camps Eden/ Liz), Afghanistan

Mr. Marler initiated camp design, new construction, renovations, alterations, operations and maintenance of Louis Berger Group / Black & Veatch southeastern AIRP base camps located at kilometers 21 and 43, Paktia Province, Afghanistan. This encompassed camp operations & maintenance, including life support for more than 60 Expats/TCNs, power generation/distribution, warranty servicing, logistics and quality of life uplift for camp residences. He designed and implemented Preventative Maintenance procedures for all operational equipment, inventory benchmarks of required shelf stock items and reorder procedures. He provided cost-effective management of a \$1.5 million annual budget with an Operations & Maintenance support staff of 32. Mr. Marler managed all cash accounts and funding and supervised activities of the project accountant, coordinated with on-site security subcontractors to ensure a safe and secure work environment for employees and subcontractors, supervised daily activities of onsite personnel, and ensured that execution of management reporting requirements were consistently maintained in accordance with LBG/B&V quality assurance protocol for all daily, weekly, and end-of-month reports; and supervised the operations and activities of subcontractors to ensure compliance with contract requirements regarding quality, time and costs.

QRT Manager, AIRP, TO 21 Work Order No. 04 – Support Services and Security for Kajaki Dam Power Plan, Afghanistan

Responsible for the successful administration and implementation of Kajakai Camp's inclusive operations & maintenance support services via CCN tradesman including, but not limited to 1) expat house, 2) 40 living containers, 3) dining facility, 4) security porta cabins, 5) back-up generators, 6) potable water system. Initiatives personally assumed by QRT Manager include but not limited to 1) Kajakai Dam daily reservoir elevation data, monitoring irrigation valve(s) openings / closings, scrutinized pertinent data, recordation, and subsequent results reported to client daily, 2) helicopter logistical support planning / demand forecasting, 3) camp security subcontractor oversight and continual liaison with on-site ISAF forces, 4) multiple daily liaisons with Kajakai Dam hydro-power plant workers thereby ensuring LBG/B&V's capacity to initiate an effective response in the event of emergency maintenance requirement(s) for unit 1 & 3 turbine / generators, 5) ensured contract requirements of quality, time, and costs were fully satisfied, 6) comprehensive adherence to clients deliverables schedule for daily, weekly, and end-of-month reports.

TO 18 Camp Facility Manager, AIRP, Kandahar, Afghanistan

Initiated renovations / alterations, operations and maintenance of Louis Berger Group / Black & Veatch southern AIRP headquarters base camp. Camp operations & maintenance encompassed life support for 40 Expats/TCNs; power generation and distribution; new construction / alterations; warranty servicing;



Bruce Marler - Project Manager

logistics and quality of life uplift for camp residences. Designed and implemented Preventative Maintenance procedures for all operational equipment; inventory benchmarks of required shelf stock items and reorder procedures. Demonstrable cost-effective management of a \$1.3 million annual budget with a manpower support staff of 30. Responsible for managing all cash accounts / funding and supervised activities of project accountant; coordination with on-site security subcontractors to ensure a safe and secure work environment for employees and subcontractors; supervising onsite personnel; ensuring the execution of management reporting requirements were in accordance with LBG/B&V quality assurance protocol; and supervising operations and activities of subcontractors to ensure compliance with contract requirements.

Security Subcontract and Logistics Support Manager, U.S. Embassy Kabul ESF Security Services Bridging Contract, Kabul, Afghanistan

Responsible for the duration of two security sub-contractors, including compliance oversight of security subcontractors' adherence with JV's invoicing and documentation protocol, affirming all subcontractors' work plans and ensuring timely and accurate reporting to the JV and DOS. Mr. Marler liaised with security subcontractors' management, provided guidance and stringent subcontractor accountability of DOS inventory to include weapons, ammunition, vehicles, radios and all other accountable property. Oversaw security subcontractors' planning and coordination of inventory management thereby guaranteeing DOS goals and objectives were achieved within prescribed time frame and funding parameters. Oversaw all logistics related to subcontractor(s) scheduling, demand forecasting, purchase order management, and distribution of armory inventories. Performed scheduled and unannounced compliance reviews of security subcontractors' standard operating procedures for optimal conformance verification of all in-country security personnel. Mr. Marler executed comprehensive closeout procedures, ensuring seamless transition with all pertinent documentation as evidence to DOS and incoming security contractor.

Senior Security Analyst, A/E Support Services, US Department of State, Worldwide

Responsible for site investigations and comprehensive maintenance planning for construction of new embassy facilities. Tasks included operation and maintenance planning and programming, security/access control design, fire systems design and upgrade, facility planning and design, facility rehabilitation and system replacement projects, physical and technical security upgrades, and the construction and/or renovation of post communication centers at Foreign Service Posts worldwide.

Project Manager, New Jersey Turnpike Authority Assessment Project, New Jersey

Responsible for the successful completion of the Y2K program for one of the nation's most critical transportation arteries. Responsible for the complete assessment, evaluation and validation of 80 facilities, all computers, mainframes, 16 microwave towers, and electronic processing systems traversing 149 miles of roadway. Developed, defined, and verified operational contingency plans for all departments. Provided in-depth review and analysis of all facility electronic protective systems. Security systems included intrusion detection, closed circuit television, access control and fire alarm. Security contingency planning and reviews were predicated on state and local officials concern for potential millennium targeting. This roadway accommodates over 550,000 vehicles daily. Scope of work expanded to perform vulnerability assessments for 30 water and sewer treatment facilities, 102 fire departments and first aid squads.



Years Experience:

Total Years: 40

Education:

BA – University of Newark, 1969

JD – University of Pennsylvania Law School, Philadelphia, PA, 1972

Glenn Paulsen, JD

Managing Shareholder - Trenton Office; Shareholder and Chair, Regulatory & Governmental Affairs Group. Focuses practice in the areas of administrative law, environmental law and civil litigation.

Areas of Practice

- · Litigation & Appeals
- Environmental Law
- Administrative Law
- Government Agencies & Programs
- Regulatory Compliance & Auditing

Bar Admissions

New Jersey, 1973

Education

- University of Pennsylvania Law School, Philadelphia, Pennsylvania
 - o J.D. Degree, cum laude 1972
- · University of Delaware, Newark, Delaware
 - o B.A. Degree, cum laude 1969

Professional Associations and Memberships

- Burlington County Bar Association, Member
- · New Jersey Bar Association, Member
- New Jersey State Senate, Special Counsel, 1991 2005



Sheralynn Ries - Subcontracts Manager

Years Experience:

With Firm: 1

Total Years: 20+

Education:

MS in Education Montana State University

BS in Education, Montana State University A dynamic leader with a history of sustained performance demonstrated by having successfully led multiple organizations to heightened levels of performance and productivity. An innovative problem solver who develops growth strategies and processes across multiple functional areas. Strives for and secures operational excellence in practice and inspires the same in others.

Related Project Experience:

Consultant, Gulf Coast Claims Facility

New Orleans, LA

2011

Analyzed, assessed and reengineered the operations processes and procedures for the VOO(Vessels of Opportunity Program) Payment Processing Center. Provided consulting to one of the companies that made payments to the fisherman involved in using their vessels to clean-up after the Deep Horizon oil spill. The deliverables included a full assessment of the project, recommendations for process and procedures to improve productivity and claims accuracy as well as a plan for quality control and auditing. Additionally, trained more than 150 personnel on the process to maximize market penetration and ensure all eligible individuals and businesses were contacted. Developed a community outreach program for the Gulf Coast Claims Facility for the states of Louisiana, Alabama, Texas, Mississippi and Florida. Led a team of ten to develop an outreach program for the five states affected by the Deep Horizon oil spill.

Reference: Kenneth Feinberg, 202-371-1110, kfeinberg@feinbergrosen.com

Sr. Manager, Louisiana Road Home Program

New Orleans, LA 2009 2007 to

Established department for appraisals, titles and closings for \$13B Road Home Louisiana Housing Recovery Program, the largest Community Development Block grant (CDBG) utilized for disaster recovery in US history. Developed necessary procedures to implement policies for internal staff and subcontractors. Major mission was to secure, review and monitor 210K appraisals, 250K titles and 123K closings in 2 years to meet state deadlines; a 1000% increase over typical state yearly output. Directed staff of 65+; provided guidance and training to hundreds of others and managed subcontractors billing in excess of \$300M.

Reference: Paul Rainwater, 225-342-7000, paul.rainwater@la.gov

Prior to HGI:

CEO/Owner, CMI, Ltd.

1996 to 2012.

Provided consultant services to businesses with revenues from one million to fifty-five million dollars. Assess processes, procedures and organizational structure. Lead sales development teams. Lead proposal writing teams. Introduce change. Originally a mortgage company, as CEO of CMI led all operational aspects of the day to day operations and provided strategic direction for company growth; including business planning and development, marketing, sales, budgets and finance, HR, vendor relations, and technology. Supervised loan officers and processors as well as originated millions of dollars of loans (A paper, subprime, VA, FHA and Board of Housing) over a ten year time frame. Developed branches in MT, NM, and VA. Grew company until mortgage portion was acquired by Wells Fargo. Worked for Wells Fargo for one year transitioning customers to that entity.

Subsequently, reframed company into a Small Business Consultancy providing clients with training and leadership. The array of services encompassed all the operational elements of a small to medium size business, Specific training included; organizational development, organization charts, employee manuals, leadership training, team building, conflict resolution, vendor negotiation, strategic planning, business plans, business analysis, strategic investments,



Sheralynn Ries - Subcontracts Manager

disaster recovery, marketing and business research: Demographics and market share, sales, collateral development, marketing venues, financing, technology infrastructure, hardware, software, telecommunications, office equipment. Accounting and Bookkeeping, Systems, A/P and A/R, payroll, tax rules and regulations.



Matthew L. Patterson - Vice President

Years Experience:

With Firm: I Total Years: 13

Education:

MBA – University of New Orleans, 2004

BA, Business Management – Southeastern Louisiana University, 2000 Matthew Patterson is an MBA graduate with experience in project management, contracting, advocacy, public policy interpretation, business process improvement, and market analysis. He is skilled in coordinating various business units to align contracts with corporate values and objectives. He has an excellent knowledge of community development and healthcare policy at the state and federal level. Mr. Patterson has demonstrated accomplishments in project coordination and revenue management. His proven and recognized integrity and results-driven leadership in both corporate and governmental environments give him the ability to work collaboratively with a wide variety of people with different ideologies to bring strategic initiatives to reality.

Licensing and Regulatory Compliance Program

Hammerman & Gainer, Inc. Project Dates: January 2013 to present
Hammerman & Gainer, Inc. is licensed in all 50 states, plus Washington DC, as a Third Party
Administrator. This requires myriad licenses in each state, according to each state's statutes. Mr. Patterson is responsible for complying with all 51 jurisdictional requirements and keeping all licenses up to date. In
2012, Hammerman and Gainer, Inc. paid over \$8.5 million in claims. Mr. Patterson created and instituted a unique database tracking system, utilizing both internal quality controls and an external vendor, to ensure a 100% compliance rate in each jurisdiction.

Project Reference: Cherie Pinac, COO, Hammerman & Gainer, Inc. - 504-681-6135

Contract Database and Initiation Program

North Oaks Health System

Project Dates: October 2010 to October 2011

With over 3000 separate contracts in an antiquated database system, Mr. Patterson, serving as the Contracts
Coordinator, initiated a system-wide project with the goals of making the contracting process both more
streamlined for end-users and less susceptible to variations during the contracting process. Mr. Patterson
worked collaboratively with both external contracted vendors and internal stakeholders to establish a
system with a quality threshold exceeding 99.7%. An entirely new contract initiation process was designed
and implemented, which delivered more consistent results and cut the process time almost in half. Using
the standard deviation model, over 30 contracts were identified that accounted for over 3x the effort needed
to negotiate a standard contract. A system was created specifically to focus on these contracts, which
resulted in standard terms being negotiated, reducing process time for these contracts by almost 80%.

Project Reference: Ann Mobley, AVP, North Oaks Health System – 985-345-2700

I-12 / US Hwy 51 Interchange Redesign

North Oaks Health System

Project Dates: September 2005 – June 2008
The intersection of Interstate 12 and US Hwy 51 had been designed 20+ years ago, and was handling 250% of its design capacity, including the 2nd largest Petro truck stop in the nation and the largest hospital on the Northshore of Lake Ponchartrain. Mr. Patterson, fulfilling his role heading the Government Relations department for North Oaks, worked with and through local business and residents, local elected officials, state elected officials, LADOTD and USDOTD officials to secure funding exceeding \$2.5 million in order to expand the intersection to meet current demand.

Project Reference: Senator Dale Erdey, Louisiana State Senator – 225-686-2881

2008 "Baby Bill"

North Oaks Health System Louisiana Hospital Association

Louisiana Hospital Association Project Dates: March 2008 – June 2008

The Governor of Louisiana included in his 2008 budget a measure to reduce Medicaid funding to local hospitals for care in infants and children. As part of a cost-cutting measure, this bill had widespread support in the fiscally-conscious House and Senate. Mr. Patterson coordinated the efforts of several of the state's largest pediatric care providers in opposition to the bill, eventually sending over 10,000 faxes, 40,000 e-mails, securing 40 meetings with legislators and coordinating the testimony of 7 witnesses before the House Health and Welfare Committee. As a result, not only was funding restored to these hospitals, but it was actually increased to a higher level than in the previous 5 years.

Project Reference: Sean Prados, EVP, Louisiana Hospital Association - 225-928-0026



Matthew L. Patterson - Vice President

Prior to HGI

Contracts and Government Relations Coordinator

North Oaks Health System

September 2005 - May 2012

Mr. Patterson was responsible for oversight of the corporate contracting process for all corporate entities when initiating a contract. This process involved negotiating all aspects of over 300 contracts per year. He maintained control of the contract process to ensure that all needs of the health system were being met: operational objective, financial goals, and within acceptable legal and corporate compliance parameters. He educated and advocated on behalf of North Oaks, and monitored all local, state and federal legislative and executive activity which may impact North Oaks. He was in charge of identifying issues likely to affect the health system and coordinating efforts to educate lawmakers and/or administrative officials of the possible outcomes for the health system.



Years Experience:

STR, LLC: 28 years Total Years: 38 years

Education:

Degree – MS – Air Force Institute of Technology, 1969, BS – Carroll College, 1967

Scott K. Meyer - Manager, IT Services

Mr. Meyer is the President of STR and is responsible for the *eGrantsPlus* software implementations. Mr. Meyer has been involved in all phases of grant management system projects for the last ten years, and has over thirty year of project management and complex system's analysis, design, and development. Most recently, Mr. Meyer was the Project Manager for the Mississippi Development Authority's Katrina Recovery Homeowner Grant Program project and is currently the program manager for the Road Home Grant Program in Louisiana, Louisiana Land Trust program, and the New Orleans Redevelopment Authority program.

Relevant Contract Experience

Louisiana Road	Home Program		
Contract Period:	July 2006 to Present	Contract Type:	Time and Materials
Description of Requirement:	Develop grants management solution for the Road Home project. 708139 (Task Order #22 & 23) and prior contract	Contract Reference:	State of Louisiana, Office of Administration, Office of Community Development/Disaster Recovery Unit 150 North 3rd Street, Suite 700 Baton Rouge, LA 70801 Tom Burkes 225.219.9600 Tom.Burkes@Ia.gov

Project Manager

Description of Work Performed:

Responsible for project to provide grants management software used for Katrina and Rita recovery program in Louisiana. Using the version of eGrants developed in Mississippi, STR implemented a pilot version of eGrants for Road Home in less than a month. During Road Home, over 200,000 people applied and 125,000 awards were made through eGrants. Responsible for IT staff supporting all contractors working on the program and state officials. Responsible for managing all STR support activities including DBA support, application support, reporting, training, and customer interface.

- Managed all eGrants related design, development, testing, customer support
- Implemented pilot version of eGrants is less than 30 days
- Continuous availability of eGrants 24/7 for over 7 years with up time in excess of 99.5%
- 26 major releases of software in one year to respond to changes in policies
- 30,000 applications accepted in last week of program
- · Over 2,000 users at height of program

Contract Period:	October 2008 to Present	Contract Type:	Time and Material
Description of Requirement:	Develop solution to manage properties bought by Louisiana through Road Home. 708139 (Task Orders for LLT)	Contract Reference:	Mike Taylor Louisiana Land Trust 11601 South Fork Ave, Suite D Baton Rouge, LA 70816 Tel: (225) 395-0781 mtaylor@lalandtrust.us



Scott K. Meyer - Manager, IT Services

Project Manager

Mr. Meyer has managed STR's work with the Louisiana Land Trust (LLT) since 2008 to provide software capabilities to support the management of programs under its Road Home recovery program. eGrants supports complex work flows based on multiple program options. In supporting end-to-end processes, STR has incorporated management and reporting features into the eGrants software platform and is focused on providing LLT with visibility, from a program oversight perspective, into post-award activities undertaken to ensure that the expected outcomes are ultimately achieved. STR provides product implementation, configuration, training, enhancement development and ongoing post-launch application and database management support.

Responsibilities and Key Accomplishments

- Implemented new version of software LLT.eGrants within 3 months to meet requirements of LLT
- Seamless interface with Road Home to pass data and documents required by LLT
- Interfaced with vendors to provide demolition, survey, maintenance, title, and closing services
- Workflow tailored to LLT policies and procedures
- Disposed of over 10,000 properties purchased by Louisiana as part of Road Home

New Orleans Ke	development Authority		
Contract Period:	November 2011 to present	Contract Type:	Time and Materials
Description of Requirement:	Develop solution to manage Road Home owned by NORA 708139 (Task Orders for NORA)	Contract Reference:	New Orleans Redevelopment Authority 1340 Poydras St, Suite 600 New Orleans, LA 70112 Kristin Melberg (504) 658-4418 kmelberg@nola.gov

Project Manager

Description of Work Performed:

For the New Orleans Redevelopment Authority (NORA), Mr. Meyer managed the implementation of eGrants to support the needs of NORA in managing Road Home properties. eGrants accepts applications of interest, supports the eligibility and review process, supports the decision making process, post award monitoring activities, and extensive standard and ad-hoc reporting. Each program has defined requirements that must be met, to include post award monitoring specifics for each program. Each program has requirements in terms of both the time intervals and the reporting requirements that must be met. Requirements can be defaulted to a set of pre-determined values, but can be set differently if required. eGrants will track when activities are due and when they are completed. When the monitoring activity is completed, the data and attachments will be in eGrants and the activity is marked as completed. STR.Grants provides product implementation, configuration, training, enhancement development and ongoing post-launch application and database management support. During the life of the project, there have been no problems or delays to schedule or performance. There have been no unexpected costs resulting from problems, delays, or contractor errors.



Scott K. Meyer - Manager, IT Services

- · Implemented first release in two months
- Seamless interface between Louisiana Land Trust and NORA
- · Developed new workflow unique to NORA
- Developed new sets of reports and queries allowing data to be passed between eGrants and other systems at NORA

mississiphi nev	elopment Authority Reco	very riogram	
Contract Period:	April 2006 to 2009	Contract Type:	Time and Materials
Description of Requirement:	Develop grants management system for the Mississippi Recovery program.	Contract Reference:	Mississippi Development Authority/Project Number 36305 Donna Sanford / Director of Disaster Recovery 501 North West Street Jackson, MS 39201 Tel: (601) 714-7440 Email: DonnaSanford@KPMG.com

Project Manager

Description of Work Performed:

When hurricanes Katrina and Rita hit the Gulf Coast in the fall of 2005, unprecedented damage was caused to homes in Mississippi and Louisiana. Mr. Meyer led the team to implement *eGrantsPlus* in Mississippi to support the Mississippi Development Authority's Homeowner Assistance Program. This program awarded grants to approximately 30,000 homeowners. The Program ended in Mississippi in 2009.

- · Implemented first release in less than 60 days
- Approximately 30,000 grants awarded
- · eGrants was backbone of all intake, verification, and award activities



Robert L. Kuhnle Ph.D. – Application Manager

Years of Experience:

With Firm: 15

Total Years: 40

Education:

BS - Engineering -

USCG Academy

MS - Aerospace

Mechanical

Engineering, USAF

Institute of Technology

MS - Systems

Management, USAF

Institute of Technology

Ph.D - Industrial/

Organizational

Psychology, Old

Dominion University

Certifications:

Oracle Database

Administrator - Oracle

8, 8i, 9i

Summary Biography:

Dr. Kuhnle is the General Manager of the STR.Grants Grants practice. He has served as Chief Technology Officer and chief software architect within STR responsible for the *eGrantsPlus* application software and the eGrants software deployed in Louisiana. Dr. Kuhnle has over fifteen years experience in all phases of the SDLC, including requirements definition, design, development, testing, implementation, documentation, training and support. His experience with database systems and applications spans the past twenty+ years. His web experience includes HTML, DHTML, JavaScript, PERL/CGI, and JAVA components. His programming experience includes object-oriented languages such as C++, Visual Basic, and JAVA to write applications programs. Dr. Kuhnle has been an Oracle Certified Professional since 2000, working with Oracle database (Release 7.3.4, 8, 9i, 10g, and 11g) and application server (9iAS, 10iAS, and 11g) products.

Relevant Contract/Project Experience:

[Chronological, last 2-3 positions, back at least 10 years, latest first]

Contract/Project Role	Lead Architect	Company	STR.Grants, LLC
Contract/Project Period:	06/2006 - present	Contract/Project Type:	O&M Time and materials with ceiling
Description of Requirement:	Stand-up, manage operation, provide enhancements to disaster recovery software in support of Hurricane Katrina relief	Contract/Project Reference:	State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit Tom Burkes / Project Director 10049 North Reiger Road, Baton Rouge, LA 70809 Tel: (225) 219-9600 Email: Tom.Burkes@la.gov

Position on Contract/Project, Organization

Project Dates 06/2006 - present

Description of Work Performed:

Dr. Kuhnle was the technical lead on incorporating changes, installing, configuring, and implementing STR's eGrantsPlus for the Louisiana Office of Community Development's Katrina Recovery Homeowner Grant Program project. His responsibility was for the oversight of all technical activities related to software and systems development and delivery. He also served as the organizations primary technical contact with the customer organization(s). He was involved with the development of the data feeds used to transfer data to and from third parties.

- Designed, rapidly configured and installed the baseline grant application module to launch a pilot program within the first month after project initiation.
- Responsible for the direct oversight of the development, testing and implementation of many software releases
- Provided oversight for both application and database support to respond to requests for information, enhancements, and reports.

Contract/Project Experience 2 (Mississippi Development Authority (MDA) Katrina Disaster Relief)				
Contract/Project Period:	02/2006 - 02/2009	Contract/Project Type:	Fixed Price, T&M (O&M)	



Robert L. Kuhnle Ph.D. - Application Manager

Description of Requirement:	Stand-up, manage operation, provide enhancements to disaster recover software in support of Hurricane Katrina relief	Contract/Project Reference:	Mississippi Development Authority/Project Number 36305 Donna Sanford / Director of Disaster Recovery 501 North West Street Jackson, MS 39201 Tel: (601) 714-7440 Email: DonnaSanford@KPMG.com
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Position on Contract, Organization

Project Dates 02/2006-02/2009

Description of Work Performed:

[The first few sentences should outline the general scope of the project – what was expected of both the firm and the individual. Then, conclude with how the individual met and exceeded those expectations. If appropriate, end with one sentence illustrating a quantifiable outcome of the person's performance.]

Responsibilities and Key Accomplishments:

- Performed a key role in the design of the overall MDA application requirements, including hardware, software and hosting environment requirements.
- Provided expertise in designing the Oracle database and the infrastructure required by the hosting company.
- Contributed to the development of an implementation schedule.

Contract/Project	12/ 2008 - present	Contract/Project Type:	le Indefinite Quantity Contract,
Period:	12/ 2006 – present	Contractirioject Type.	re indefinite Quantity Contract,
Description of Requirement:		Contract/Project Reference:	Louisiana Land Trust / Michael Taylor / Executive Director 1515 Poydras Street, Suite 1320 New Orleans, LA 70112 Tel: (504) 799-4330 Email: MTaylor@lalandtrust.us

Additional Experience:

STR has been working with the Louisiana Land Trust (LLT) since 2008 to provide software capabilities to support the management of programs under its Road Home recovery program. eGrants supports complex work flows based on multiple program options. In supporting end-to-end processes, STR has incorporated management and reporting features into the eGrants software platform and is focused on providing LLT with visibility, from a program oversight perspective, into post-award activities undertaken to ensure that the expected outcomes are ultimately achieved. STR provides product implementation, configuration, training, enhancement development and ongoing post-launch application and database management support.

STR provides release notes, analyses, reports, and briefings in response to change requests, help desk tickets, and other requests from LLT. STR provides the results of STR testing as part of delivery of software into the QA environment. STR provides weekly status reports. In addition, on a monthly basis STR provides a report with hours expended by individual and job category. STR provides project management support to develop, test, and implement each application Release. STR has provided all aspects of the project on time and on budget. During the life of the project, there have been no problems or delays to schedule or performance. There have been no unexpected costs resulting from problems, delays, or contractor errors.



Thomas Palmieri – Principal, Co-founder Quadrix Solutions, Inc. PO Box 6413, Hillsborough, NJ 08844

Years Experience:

With Firm: 19 Total Years: 27

Education:

Physics, Computer Science, Music – Rutgers University, 1986 - 1989 Thomas Palmieri is a seasoned technology entrepreneur and successful business builder, and has long been a highly sought-after technology expert with broad computing expertise, superior troubleshooting and problem-solving skills, and extensive large-scale operational and engineering experience. He is a well-respected executive with strong leadership and mentoring capabilities, and has designed, built and led many successful professional services and technical support teams at many scales of operation. Mr. Palmieri has over 7 years experience in providing services to government organizations at the US federal level, and for governments of other countries and principalities. His relevant specialties include: data-center operations and management; enterprise-wide application management, monitoring and governance; enterprise-wide IT infrastructure, facilities and help-desk management; software and systems architecture and design; cloud-based technologies and service offerings; software development life-cycle management; and all manner of Internet technologies.

Selected Quadrix Solutions Projects:

Application Performance Management, Architecture and Implementation

City of Boston Project Dates: Jan, 2013 to present

The City of Boston IT department is redesigning their ITIL operations to improve adoption of their
monitoring services by application owners. Mr. Palmieri conducted a business process and technical
analysis of the current state, re-designed the infrastructure and practices, and is engaged in change
management around the implementation of these changes.

Project Reference: Donald Rockhead, Project Manager, City of Boston - 617-961-1040

Application Performance Management, Architecture and Implementation

Paychex Project Dates: 2011 to present

Paychex is a recognized leader in the payroll, human resource, and benefits outsourcing industry, with over 100 locations across the US, servicing over a half-million US businesses. Their portfolio of over \$2 billion in revenue from such services depends entirely on the availability and performance of critical Internet-facing and intranet applications. Mr. Palmieri leads a team that designed and implemented, and now maintains, key application monitoring and infrastructure management solutions that enable Paychex to respond quickly to outages or degradations of these critical services.

Project Reference: Andy Spencer, Paychex - 585-203-4132

Application Performance Management, Architecture and Implementation

Royal Bank of Canada Project Dates: 2007 to 2012

Royal Bank of Canada is the largest financial institution in Canada, serves over 18 million clients, and has over 80,000 employees worldwide. Mr. Palmieri and his team have worked with RBC's IT department over many years helping them design new monitoring and event management solutions, implementing critical banking-application monitoring systems, and managing their relationship with software vendors (such as HP Software) to elicit faster and better support responses.

Project Reference: Kevin Phillips, Sr. Manager, Technology & Operations, Royal Bank of Canada – 416-348-5124

Application Performance Management, Architecture and Implementation

Social Security Administration Project Dates: 2006 to 2010

The Social Security Administration administers the US Social Security program from a central office in Maryland, 10 regional offices, 8 processing centers, and over 1300 field offices. Mr. Palmieri and his team designed and implemented an ITIL-based application management solution that monitors the critical systems that process the millions of disability claims handled by the agency each year. The system also monitors the availability and performance of SSA's Internet-facing applications and other critical interdepartmental web services. Mr. Palmieri was instrumental in mentoring the agency's staff in ITIL best-practices for monitoring and event management techniques.

Project Reference: Alan Rosenblatt, Team Lead, Web Capacity Branch, Social Security Administration – 410-966-0456



Thomas Palmieri – Principal, Co-founder Quadrix Solutions, Inc. PO Box 6413, Hillsborough, NJ 08844

E-Commerce Infrastructure Management

Bookspan/Yes Solutions Project Dates: 2005 to 2007

Bookspan, a partnership of Bertelsmann AG and Time Warner, was a publisher that ran over 35 book clubs with over 7 million members. Quadrix Solutions was retained to guide data center infrastructure and software architecture, as well as business process re-engineering, for software development and e-commerce site maintenance. Mr. Palmieri built and led the team that delivered these services. Project Reference: Rich Truitt, VP & CTO, Yes Solutions – 317-523-5212

E-Commerce and Record Label Infrastructure Design and Management

Bertelsmann Music Group Project Dates: 1998 to 2004

Bertelsmann Music Group (BMG) was at the time the fourth largest record company, with a 17 percent share of the \$38 billion music business. Mr. Palmieri redesigned the infrastructure for both BMG's record labels and its e-commerce music sales and led a team that managed that infrastructure as an outsourced service to maintain 24x7x365 availability.

Project Reference: Rich Truitt, VP & CIO, BMG Music - 317-523-5212

Activities Outside Quadrix Solutions:

VP, Services and Support

Cloudmter, Inc. (formerly Atomic Labs, Inc.)

Dates: 2008 to present

Mr. Palmieri serves as a management team member of this software start-up, focusing on internal IT operations for the company's offices (including internal help-desk services), customer/technical support for end-users of the company's products, and professional services sales and delivery to users with complex solutions based upon Cloudmeter's technologies. He is also a contributor to the technology's design and implementation, and is a key evangelist for the company's technology, participating in sales activities, marketing campaigns and public relations activities, and reports to investors and board members.

Reference: Mike Dickey, CEO – 650-388-8901

VP, Technology (then Principal Consultant)

BeatBox Technologie, Inc.s (acquired by Mercury Interactive, HP Software)

Dates: 2004 to 2007

Mr. Palmieri served as a key management team member and technology leader of this software start-up that produced a network-based application monitoring solution still in-use today as the foundation of real-user monitoring solutions from HP Software. He was instrumental in the acquisition of this company by Mercury Interactive in 2005, and continued as the subject-matter expert in the technology through HP Software's acquisition of that company.

Reference: Mike Dickey, CEO - 650-388-8901

Notable Awards and Publications:

- Business News New Jersey's 40 Under 40
- · The Search For Commitment: BMG Direct seeks a sense of urgency... (InformationWeek)
- Reduce risk and simplify maintenance via minimal installs (ComputerWorld)

Outreach Plan

The Department is charged with administering the implementation of Community Development Block Grant Disaster Recovery Funds in an extremely complex post-Superstorm Sandy environment. To ensure that this program rapidly restores the New Jersey State housing stock and positively impacts the economy as it is intended to do, a robust and meaningful array of strategic communication and outreach services - across numerous and varied constituencies - must be a priority.

The HGI Team believes that the success of this program hinges on simplifying the message, emphasizing the uniqueness of the program and the importance of partnership. The communication will embrace our themes of:

- Simplicity All outreach specialists and collateral materials will include simple eligibility instructions that are easily understood by all audiences.
- Customized Program The communication will indicate that the program is a customized design and unique to New Jersey.
- Partnership Communications will stress partnership across all parties; the applicants, the State, HUD, the SSHIP contractor and the construction contractors.

HGI Outreach Specialists are bilingual and some multilingual; our specialists can provide services in Spanish. In addition to being bilingual, our specialists are also bicultural; meaning that they live and understand the culture of the languages they speak. Members of the HGI Team and Monmouth University have already been working in and amongst local

community stakeholders across Monmouth and Ocean Counties and with various other organizations including the NJ Shore Partnership, Action Alliance and NJ Chamber of Commerce, etc. to ensure that a robust results oriented public engagement process can be rolled out.

The HGI Team will utilize in-depth research from Monmouth University's Rapid Response Institute of our target population groups to ensure that we truly understand the target audience - who they are and how they think, act, and feel. The HGI Team includes residents of New Jersey who understand the cultural sensitivities, community trends and attitudes that must be considered throughout the public engagement process. The Department will benefit from fresh ideas and the relationships the HGI Team brings.

Some key reflections from stakeholders with whom we have already engaged that may inform the Department outreach plan development include the following:

- Need development of a "Total Community Recovery" plan that is developed with community inputs;
- Need someone to talk to and reassure "me" someone who understands;
- Need dynamic leadership that is accessible;
- Honesty (give us both the bad and good news concerning the recovery);
- Cooperation between the political actors- Politics out of it;
- Accountability; and,
- Show me it will be different than Katrina's "forever recovery".

Experience of Bidder on Similar Contracts

Contract Descriptions

APPLICANT ASSISTANCE PROGRAM (HAP), STATE OF LOUISIANA

Contractor: HGI

Client Type: State (Federally Funded)

Project Role: Prime Contractor
Project Location: Baton Rouge, LA

Award Date March 2009
Completion Date Ongoing
Award Amount: \$83.3 Million
Reference: Lara Robertson

State Program Manager

lara.robertson@la.gov

225-219-9600
Paul Rainwater
Commissioner of
Administration
(Chief of Staff)

Paul.rainwater@la.gov

(225) 342-7000

In August and September 2005, Hurricanes Katrina and Rita devastated South Louisiana, destroying more than 200,000 homes, 18,000 businesses, and causing approximately \$ 32 billion in losses. As a result of these disasters the Applicant Assistance Program, under the direction of the Louisiana Division of Administration's Office of Community Development, Disaster Recovery Unit (OCD-DRU), was tasked to oversee the largest single housing recovery program in U.S. history

In March, 2009 HGI was selected as the Prime contractor for the Applicant Assistance Program for a 24-month term. The Contract was extended for 12 months to allow for AACG processing, IMM processing, and Compliance and Monitoring changes.

HGI is responsible for successfully transitioning (in conjunction with the State, its designees, and the incumbent contractor) into the prime contractor role and completing processing on all open applications, disbursing Grant award funds to qualified applicants, and closing out all applications and associated activities, to include verification of all final statuses.

HAP encompasses 11 Core Service Areas (CSA):

- Program Operations and Administration
- Eligibility and Benefit Determination
- Closing and Disbursement of Funds
- Quality Assurance/Quality Control
- Appeals
- Compliance and Monitoring
- Issue Tracking and Fraud, Waste, and Abuse
- Document Management and Records Retention
- Accounting and Reporting
- Applicant Relations
- Limited Legal Services

Since Assuming the Prime Contractor Role in April, 2009 HGI has:

- Assumed operational control of the project after 20 days of transition effort from the incumbent contractor
- Staffed Call Center and Appeals Team prior to beginning Transition
- Staffed various outreach facilities including: Baton Rouge HAC, UNO, New Orleans City Hall and various legislative offices
- Assisted HMGP staff with outreach and letter generation activities
- Disbursed approximately \$950 million to 41,000 plus applicants across a variety of funding programs including,
 - 13,600 applicants for \$484.5 million in AACG
 - 18,000 applicants for 134.8 million in IMM
- Processed over 95,000 files for Program Compliance
- Assisted approximately 7,000 applicants through various outreach locations and events
- Fielded over 486,000 calls in our call center
- Handled north of 2,500 records requests
- Mailed over 475,000 letters to applicants
- Received and processed over 230,000 documents

THE ROAD HOME, STATE OF LOUISIANA

Contractor: HGI

Client Type: State (Federally Funded)

Project Role:
Project Location:
Award Date
Completion Date
Award Amount:
Reference:
Sub Contractor
Baton Rouge, LA
January 2006
January 2009
Award Amount:
\$55 Million
Paul Rainwater

Paul Rainwater Commissioner of Administration (Chief of Staff)

Paul.rainwater@la.gov

(225) 342-7000 Lara Robertson

State Program Manager lara.robertson@la.gov

(225) 219-9600

The Road Home program is the largest single housing recovery program in U.S. history. The program's objective is to provide compensation to Louisiana applicants affected by Hurricanes Katrina or Rita for the damages to their homes. The program is designed to disburse over \$7B in federal funding to eligible applicants affected by Hurricanes Rita or Katrina with up to \$150,000 in compensation for losses that enable the applicants to rebuild their homes or relocate within Louisiana. With more than 123,000 homes and 82,000 rental units in Louisiana damaged or destroyed, a housing assistance program of the scope and complexity required by Louisiana had never before attempted, anywhere.

In July 2006 ICF International was awarded the \$756 million project to manage the program for 36 months at the Prime Contractor.HGI was chosen as a key subcontractor to ICF international to provide much needed on –the –ground resources for the Program. HGI quickly hired over 250 staff, including 150 Licensed Appraisers, 60 Notaries, and 60 project management and administrative personnel to provide processing accounting, quality control, IT support and other tasks. HGI staffed more than a dozen disaster help centers to counsel residents and educate them on the program and the claims process. Along with ICF,

HGI managed more than 165,000 claims with millions of pages documents. Over the course of the project, HGI appraised over 115,000 homes, worked with seven different companies to complete over 62,000 title searches and abstracts, performed over 23,000 property evaluations, and managed payments to more than 50,000 residents. HGI has disbursed over \$3.5 billion for the Road Home Project.

In Summary, our contribution to the program included:

- 50,000 + closings supported
- \$3.5 Billion in grant funds disbursed
 62,000 + title searches conducted
- 115,000 + home evaluations conducted
- Closing Agent
- Call Center Support
- Inspections, Appraisals, and Evaluations
- Subcontractor Management

BENEFIT GUARANTY CORPORATION'S BENEFITS ADMINISTRATION

Contractor: HGI Client Type: Federal

Project Role: Prime Contractor
Project Location: Atlanta, GA
Award Date August 2009
Completion Date Ongoing
Award Amount: \$25 Million

Reference: Redmont Smith, BAPD, PDBG

COTR

Smith.redmontedna@pbqc.gov

(202) 326-4160 X68471

Javed Bashir

COTR

bashir.javed@pbgc.gov

(202)326-4053 Debra Trott

Contracting Officer trott.debra@pbgc.gov

(202) 326-4053

The Pension Benefit Guaranty Corporation (PBGC) is a Government-owned corporation, established under Title IV of the Employee Retirement Income Security Act (ERISA) of 1974. The Benefits

Administration & Payment Department utilizes Field Benefits Administrators (FBAs) to provide a vital role in performing almost 100% of the participant administration on PBGC's trustee plans. HGI was selected as the Prime Contractor through a "fair and open bid" process to support the mission and goals of PBGC by providing the highest caliber professional pension benefit administrative services support through measureable activities such as, (a) Participant Services, (b) Case Processing Support Services, (c) Customer Service, and (d) Special Projects.

HGI's contract supports PBGC's strategic goal #2 to provide exceptional services to customers and stakeholders y providing timely, accurate, and responsive customer service and self service tools. Additionally, HGI exercises effective and efficient stewardship of PBGC resources by creating efficient operational processes, procedures, and systems that enable HGI to handle variable workloads. This collaborative effort goes on with 8 BAPD's Trusteeship Processing Divisions (TBDs).

HGI Team, comprised of 45 management, administrators and IT support personnel, is responsible for administering pension funds to more than 72,000 plan participants from 46 companies that cannot pay promised benefits. In addition to providing monthly communication with participants, HGI maintains constant communication with each payee via quarterly benefits letters and annual statements to ensure all payees understand their benefits and can see long-term fund changes. HGI also staffs a call center for plan participants so they have a single point of contact (POC) when they have questions or do not completely understand their benefits.

HGI's primary responsibilities performed in the Atlanta Field Benefit Office include:

a) Gathering and maintaining participant data: HGI assists in locating, organizing, updating, converting and entering data into PBGC systems or database tool, from plan and administrative files, i.e., personnel files, payroll records, pension files and any other files and records obtained, through data collection field trips, and information received through oral and written correspondence which may be obtained to clarify and expand on partici-

- pant data obtained from plan administration files.
 b) Processing applications: HGI processes all applicants received by mail or within PRGC's
- applicants received by mail or within PBGC's electronic systems. A component of HGI's QA/QC process includes follow up with applicants for missing or incomplete data in order to ensure timely notifications and, untimely payments.
- c) Processing administrative changes and authorizing payments: HGI routinely provides traditional administrative services such as processing electronic direct deposits forms, bank changes, address changes, income verification, and Social Security Earnings Requests. HGI also reviews and processes new retirement applications and processes applicable benefits adjustments.
- d) Issuing benefit determination letters: HGI schedules and issues Benefit Determination letters and benefit statements, as well as processes benefit changes (step down, temporary supplements, pop ups, and disabilities, etc.), final benefit adjustments, deceases notifications, and address and direct deposit.
- e) Maintaining participant documentation: HGI processes all participant documents received from customer inquiries received by mail (date/time stamped receipt) or fax. All participant records are properly indexed and scanned /converted into PBGC's systems.
- f) Handling oral and written inquiries from plan participant: HGI provides support in the appeals process from participants, as well as those generated by Congressional inquiries, presented to FBA BY PBGC.
- g) Performing plan closing: HGI's involvement in the highly detailed plan closing process includes verification that all Benefits Determination Letters have been issued to all locatable participants and that all benefits amount have been documented within the systems.

GULF OF MEXICO OIL SPILL, 2010 – GULF COAST CLAIMS FACILITY

Contractor: HGI

Client Type: Commercial Sub Contractor Project Role:

LA and FL Project Location:

Award Date December 2010

Completion Date Ongoing Award Amount: Confidential

Reference: Kenneth R. Feinberg

kfeinberg@feinbergrozen.com

(202) 371-1110 Camille S. Bios

cibros@feinbergrozen.com

(202) 371-1110

In 2010, an explosion on a Gulf Coast offshore drilling rig resulted in the largest accidental marine oil spill in the history of the petroleum industry. Hammer and Gainer, Inc. (HGI) was called upon to begin ramping up its catastrophe response, ultimately participating in opening and staffing a centralized claims center and fields office locations within a 30-day period. Operating from the Louisiana coast to Clearwater Florida, HGI assisted in providing location selection, lease execution, permitting, and full operational functionally to facilitate community outreach and claims intake.

HGI personnel participate in town hall meetings, community expos, radio and television broadcasts, and special interest group meetings to answer questions, disseminate information, and assist the public in the claims process. HGI interacted with local, State, and federal government representatives conducting site tours, providing claimant information, ad supplying liaisons to provide a single POC.

In June 2010, President Obama appointed Attorney Kenneth Feinberg to act as the independent claims administrator of a \$20 billion fund for those impacted by the oil spill. Feinberg assembled a team of private law firms and third-party administrators to author and manage a claims processing plan. HGI was selected to join Mr. Feinberg's team as the claims service provider in the formation and implementation of the Gulf Coast Claims Facility (GCCF).

The GCCF consists of 35 claims offices located in five states, employing over 3,200 people including claims evaluators, claims intake specialists, call centers, accountants, lawyers, administrative managers, and other support personnel. As of November 2011, approximately 1,022,222 claims have been submitted to the GCCF. The GCCF has dispersed approximately \$5.6 billion in claims.

Additional Experience of Bidder (Subcontractors)

LOUISIANA SMALL RENTAL PROPERTY PROGRAM

Contractor: Quadel

Client Type: State
Project Role: Sub Contractor
Project Location: Baton Rouge, LA
Award Date March 2009

Completion Date March 2012 Award Amount: \$5,500,000

Reference: Bradley R Sweazy

COO, Louisiana Housing

Corporation

bsweazy@lhc.la.gov (225) 763-8700

Quadel provided general consulting and technical assistance as a subcontractor to the Louisiana Office of Community Development Small Rental Property Program Project Management Office for the U.S. Department of Housing and Urban Development (HUD) in affordable housing, rental assistance and Community Development Block Grant (CDBG) policy and program areas. We provided consultation and referral services to Small Rental Property Program (SRPP) applicants/property owners seeking to restore affordable rental units including construction consultation, tenant identification, and support and title services.

Key Accomplishments

- Drafted and submitted for approval 20 Policy changes to improve application processing.
- Documented all Program Policies, Procedures, Change Control for process flows, Standard Operating Procedures and Desk References
- Provided subject matter expertise for Small Rental Property Program rent and income limits.
- Provided Section 3 monitoring for construction projects.
- Provided Uniform Relocation Act (URA) staffing services including compliance reviews, eligibility determinations, tenant relocation plan development, and site assessment reviews.
- Established applicant referral service to match SRPP rental property owners with appropriate Tenant services.

LOUISIANA PERMANENT SUPPORTIVE HOUSING PROGRAM

Contractor: Quadel Client Type: State

Project Role: Prime Contractor Project Location: Baton Rouge, LA

Award Date: May 2012
Completion Date: Ongoing
Award Amount: \$3,420,000
Reference: Nicole Sweazy

Executive Director, Louisiana Housing Authority- Office of

Community Development

nsweazy@lhc.la.gov (225) 763-8608

Quadel was awarded a contract in 2009 to administer a unique regional Permanent Supportive Housing Project-Based Voucher Program (PSH-PBV) for 2000 households across the southern half of Louisiana. In 2012, Quadel was awarded a second 3-year contract. This program serves at-risk and homeless people with disabilities, with a preference for families displaced by Hurricanes Katrina or Rita. Eligible individuals and families are very low income, have a disability, and need the supportive housing services provided by the program in order to live independently in the community. The Louisiana Housing Authority has partnered with several social service agencies throughout the state to ensure that supportive services are available to each Permanent Supportive Housing (PSH) participant family.

Specific responsibilities include:

- Perform all client-related functions including determination of eligibility, applicant briefings, interim and annual re-examinations, informal reviews and hearings, and termination of assistance.
- Ensure compliance with all fair housing, Section 504, and reasonable accommodation responsibilities; adherence to the PSH PBV Administration Plan and recommend appropriate revisions.

- Coordinate PBV administrative activities with the activities of six regional Local Lead Agencies and their Housing Support Teams that determine PSH eligibility and provide supportive services to participants.
- Market the PBV Program to property owners, track applicant properties through solicitation and LIHTC properties with commitments to the PSH PBV Program, conduct property clearance reviews, determine qualification and bring units under contract.
- Perform all PBV owner and unit-related functions including program briefings, HQS inspections, rent reasonableness determination, rent increase process, review of utility costs and utility allowance schedules, and amendment and/or termination of contracts as necessary.
- Manage all fiscal responsibilities including budgeting of subsidies, Housing Assistance Payments to owners; report activities and outcomes to OCD and HUD at least monthly.

The Louisiana Permanent Supportive Housing Program is a unique partnership between Quadel as administrator of the Project Based Voucher Program and experienced and professional Housing Support Teams that provide supportive services to PSH Program participants. Support may include assisting tenants to identify area resources, resolve tenant – landlord issues, manage their family budget, maintain their unit, or develop new skills. Housing Support Teams are a resource to owners as well as tenants and help to provide program participants with stability. Property owners expand the market for their units by providing eligible individuals and families with good quality housing.

LOUISIANA ROAD HOME PROGRAM

Contractor: Quadel Client Type: State

Project Role: Sub Contractor Project Location: Baton Rouge, LA

Award Date June 2006
Completion Date June 2009
Award Amount: \$74,000,000

Reference: Frank Abramcheck

Senior Vice President, ICF

International

(previously served as Program Executive for The Road

Home Program)

fabramcheck@icfi.com

(703) 934-3840

The Louisiana Recovery Authority (LRA) developed the Road Home Program in response to the need for housing and neighborhood reconstruction following Hurricanes Katrina and Rita. The LRA charged the State's Office of Community Development (OCD) with responsibility for administering the Program, which has funding in excess of \$10 billion in Community Development Block Grant (CDBG) funding. OCD selected ICF International as its contractor to administer the Road Home Program, the largest housing reconstruction program in U.S. history. For this engagement, Quadel was a subcontractor to ICF with responsibility for setting up and administering the Applicant Assistance Program, providing grants of up to \$150,000 per family to applicants who agreed to repair or rebuild their homes or sell their homes and relocate. Quadel conducted eligibility processing and benefit determination, pre-closing activities, appeals, and quality assurance and quality control during the course of this three-year engagement. This project demonstrates Quadel's capacity to rapidly respond to the need for housing and neighborhood reconstruction following Hurricanes Katrina and Rita.

Key Accomplishments

- Set up and staffed a Pilot Program that opened one month following contract execution and processed more than 400 applicants. 96 percent of the applicants indicated in customer service surveys that the service they received met or exceeded their expectations
- Assisted ICF to determine the location of twelve Applicant Assistance Centers (HACs), identify appropriate office space and develop space plans and equipment requirements for the Centers
- Working with ICF, developed organization and staffing and recruitment plans, and hired more than 350 staff, including all top management positions, to operate the Housing Assistance Centers.
- Played a key role in designing program policies and procedures, developing Program training materials and conducting staff training in three locations, within two months of contract execution
- Worked in a coordination role with ICF in creating a Call Center and an MIS system fully automating all functional areas of the program
- Participated in the opening of nine Applicant Assistance Centers during the week of August 21, 2006, assuming responsibility for overall program direction and management of seven of the Centers. Centers were open seven days a week, with extended hours requiring multiple shifts
- Participated in the development of "downstream" processes to move applicant applicants through rough spots from intake through to closing of their grants
- Developed Standard Operating Procedures to support program requirements including applicant appointments, Quality Assurance (QA), Quality Control (QC), and Appeals
- Provided staff for the Small Rental program
- As of April 2009, Road Home had conducted 124,119 closings.

GALVESTON COUNTY (TX) DISASTER RECOVERY PROGRAM

Contractor: Quadel Client Type: County

Project Role: Sub Contractor
Project Location: Galveston, TX
Award Date: October 2010
Completion Date October 2012
Award Amount: \$300,000

Reference: Ernie DeHoyos

Vice President, Government

Solutions, Affiliated Computer Services, Inc. Ernie.DeHoyos@acs-inc.com

(210) 479-5581

As a subcontractor to ACS, Quadel supported Galveston County's disaster recovery program in response to Hurricanes Gustav and Ike. Quadel provided subject matter expertise on Community Development Block Grant (CDBG) policies and procedures. The work also included: documentation of program policies and procedures; update control and related process flows; and developing desk references, policy manuals, and program guides.

Key Accomplishments

- Developed the draft Galveston County Rental Program Policy for the Landlord Assistance Program, designed to assist in the rehabilitation and reconstruction of rental units in structures of 1-4 units.
- Prepared the application form for the rental program; developed or reviewed, for compliance, other related forms; and developed a training course for staff who will implement the rental program.
- Developed policy and procedural language for proposed changes to the Policy Manual governing the Housing Assistance Program for applicants.
- Conducted research on regulations and advises on various CDBG compliance issues including activities related to slum and blight clearance, income limits, eligible activities, duplication of benefits, documentation requirements, and preparation for reviews and program audits.

NEWARK HOUSING AUTHORITY – HOUSING CHOICE VOUCHER (HCV) PROGRAM

Contractor: Quadel Client Type: Local

Project Role: Prime Contractor

Project Location: Newark, NJ
Award Date April 2008
Completion Date December 2013

Award Amount: \$11,800,000 Reference: Marvin Walton

> Deputy Executive Director, Newark Housing Authority mwalton@newarkha.org

(973) 273-6670

Quadel has a contract with the Newark Housing Authority to provide the management and daily operations of its 4800 unit Housing Choice Voucher (HCV) program and Newark's Family Self Sufficiency, Applicantship, Project-based voucher and Public Housing relocation program. Quadel provides all intake, eligibility determination, income verification, housing benefit calculations, annual reexaminations, Quality Control (QC), and document management services for the HCV program. As part of this program, Quadel implemented a quality management system using our QualCheck quality and performance management software for monthly QC monitoring and the new reporting and monitoring enabled management to identify processing and compliance improvements, timely file corrections and staff retraining where appropriate.

In 2011, new operating procedures were developed and implemented in key operating areas including move requests, Request for Tenancy Approval (RTA) processing, annual re-certifications, and rent increases. Additional key benchmarks include:

- Increased voucher utilization from 3,260 vouchers to 4,800 vouchers. Newark earned all Section Eight Management Assessment Program (SEMAP) points for leasing based on utilization of all available Housing Assistance Payment (HAP) funds.
- Improved Newark's SEMAP status from Troubled to High Performer
- Achieved timely annual re-certifications exceed the SEMAP standards monthly with a year-to-date average of 99%.
- Obtained an additional \$2.223 million in HAP funding in 2011, enabling the program to increase the number of households being served in Newark.

BALTIMORE REGIONAL HOUSING PARTNERSHIP-BALTIMORE REGIONAL HOUSING MOBILITY PROGRAM

Contractor: Quadel

Local- Not for Profit Client Type: Project Role: Prime Contractor Project Location: Baltimore, MD Award Date October 2011 Completion Date October 2013 Award Amount: \$3,800,000

Reference: Regina Stone-Mitchell

Executive Director,

Baltimore Regional Housing

Partnership

Quadel administers a special allocation of vouchers under a court-mandated mobility program created in partial settlement of a desegregation lawsuit against the U.S. Department of Housing and Urban Development (HUD) and the Housing Authority of Baltimore City (HABC). Quadel is currently assisting over 2000 Special Mobility Housing Choice Voucher (HCV) Program families to rent or purchase homes in

low poverty, high opportunity areas of the Baltimore region. Since October 2002, Quadel has fully administered, on behalf of HABC, a special allocation of tenant-based, project-based and applicantship vouchers. The program has 2,156 current participants and increase by 400 families per year until it reaches its full allocation of 4,388 vouchers. The program includes a comprehensive case management and mobility counseling program to advise and assist families, meet landlord screening criteria and assist families with housing searches. The program also includes a applicantship counseling program, counseling services for project-based tenants and obtaining new project-based units through owner outreach to the landlord community.

NORTH CAROLINA TENANT BASED RENTAL ASSISTANCE SUPPORTIVE HOUSING PROGRAM

Contractor: Quadel Client Type: State

Project Role: Prime Contractor

Project Location: Raleigh, NC
Award Date February 2013
Completion Date February 2015
Award Amount: \$1,480,000
Reference: Jessica Bradley

Special Advisor on

Americans with Disabilities

Act (ADA)

Department of Health and

Human Services

Jessica.Bradley@dhhs.nc.gov

(919) 855-4809

Quadel is the state-wide administrator for a contract in North Carolina for a Tenant Based Rental Assistance Supportive Housing Program designed to provide housing counseling, tenant support services, and rental subsidies in permanent supportive housing to individuals with Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI). The program is designed to satisfy the terms of the Olmstead Settlement Agreement between the State and the U.S. Department of Justice (USDOJ), and is being conducted in coordination with the North Carolina Department of Health and Human Services (DHHS).

The North Carolina DHHS contracts with service providers to offer a flexible array of comprehensive services, including medical and wellness, mental health, and substance use management and recovery. These services are individualized and available when the person needs them, and where the person lives. The program has been developed to enable up 2000 individuals currently residing in (or applying to reside in) adult care homes or NC state psychiatric hospitals to transition to community living, with appropriate supportive services.

In addition to administering a housing subsidy for the state-wide program, Quadel provides Housing Counseling and Tenancy Support Services to program participants including instruction and assistance with unit cleaning and maintenance, grocery shopping, managing money, communicating with landlords, and complying with the terms of the lease.

LOUISIANA ROAD HOME PROGRAM

Contractor: STR.Grants

Client Type: State

Project Role: Sub Contractor Project Location: Baton Rouge, LA

Award Date June 2006 Completion Date Present Reference: Tom Burkes

Contracting Officer and

Project Officer Tom.Burkes@la.gov (225) 219-9600

Faced with the unprecedented recovery effort caused by Hurricanes Katrina and Rita, the State of Louisiana's Office of Community Development (OCD) turned to STR to provide a software platform to support disbursement of rebuilding grants to its applicants affected by the devastating storms. This groundbreaking Road Home compensation program, with some \$10+ billion in Federal Housing and Urban Development (HUD) Community Development Block Grant funding, represents the largest single housing recovery program in U.S. history. Originally installed in 2006, eGrants provides the processing backbone for managing some 150,000 residential grant applications through the intake, eligibility review and verification, grant award calculation and approval, and closing processes. Providing online application submission and status review capabilities, eGrants provides compensation options for which applicants were eligible based on key variables, including home value, damage assessments and previously received insurance and Federal benefits. State internal audit, approval and quality control procedures were incorporated along with critical interfaces to support financial transparency, budget and third party closing/check disbursement.

STR continues today to provide operational support, specialized reporting and analysis to the State for the core Road Home program as well as delivering further system enhancements to support the Additional Compensation Grant (ACG). The ACG, with benefit eligibility based on applicant household income levels, is intended to assist with any gap between the Road Home estimated cost of damage and the amounts the applicant receives from the original Road Home compensation grant and other assistance such as insurance or FEMA. STR provides software implementation, configuration, training, enhancement services, application and data base management support, new program development along with program planning assistance.

STR was able to rapidly install and configure its baseline grant application module to support a pilot program launched within the first month after project initiation. Despite subsequent policy and programmatic shifts and significant changes to applicant application and third-party data verification needs, this pilot implementation was easily adapted to provide full grant administration lifecycle support. During the life of the project, there have been no problems or delays to schedule or performance. There have been no unexpected costs resulting from problems, delays, or contractor errors.

LOUISIANA LAND TRUST

Contractor: STR.Grants

Client Type: State

Project Role: Sub Contractor
Project Location: Baton Rouge, LA
Award Date November 2008

Completion Date Present Reference: Tom Burkes

> Contracting Officer Tom.Burkes@la.gov (225) 219-9600

STR has been working with the Louisiana Land Trust (LLT) since 2008 to provide software capabilities to support the management of programs under its Road Home recovery program. eGrants supports complex work flows based on multiple program options. In supporting end-to-end processes, STR has incorporated management and reporting features into the eGrants software platform and is focused on providing LLT with visibility, from a program oversight perspective, into post-award activities undertaken to ensure

that the expected outcomes are ultimately achieved. STR provides product implementation, configuration, training, enhancement development and ongoing post-launch application and database management support.

STR provides release notes, analyses, reports, and briefings in response to change requests, help desk tickets, and other requests from LLT. STR provides the results of STR testing as part of delivery of software into the QA environment. STR provides weekly status reports. STR provides project management support to develop, test, and implement each application Release. STR has provided all aspects of the project on time and on budget. During the life of the project, there have been no problems or delays to schedule or performance. There have been no unexpected costs resulting from problems, delays, or contractor errors.

NEW ORLEANS REDEVELOPMENT AUTHORITY

Contractor: STR.Grants Client Type: Municipality Project Role: Prime Contractor Project Location: New Orleans, LA Award Date November 2011

Completion Date Present

Reference: Kristen Melberg

Project Manager kmelberg@nola.gov

(504) 658-4418

For the New Orleans Redevelopment Authority (NORA), eGrants has been implemented and supports multiple programs. eGrants accepts applications of interest, supports the eligibility and review process, supports the decision making process, post award monitoring activities, and extensive standard and adhoc reporting. Each program has defined requirements that must be met, to include post award monitoring specifics for each program. Each program has requirements in terms of both the time intervals and the reporting requirements that must be met. Requirements can be defaulted to a set of pre-determined values, but can be set differently if required. eGrants will track when activities are due and when they are completed. When the monitoring activity is completed, the data and attachments will be in eGrants and the activity is marked as completed. STR.Grants provides product implementation, configuration, training, enhancement development and ongoing post-launch application and database management support. During the life of the project, there have been no problems or delays to schedule or performance. There have been no unexpected costs resulting from problems, delays, or contractor errors.

STR provides release notes, analyses, reports, and briefings in response to change requests, help desk

tickets, and other requests from NORA. STR provides the results of STR testing as part of delivery of software into the QA environment. STR provides weekly status reports. STR provides project management support to develop, test, and implement each application Release. STR has provided all aspects of the project on time and on budget.

STR Disaster Recovery Experience

In the fall of 2005, two major hurricanes, Katrina and Rita, struck the Gulf Coast of the United States. The States of Mississippi and Louisiana were hardest hit. Within months of the storms, STR.Grants (STR) software was selected to be part of the recovery effort in Mississippi. The eGrantsPlus^{TM3} software was enhanced for use with major disasters where large numbers of applicants are involved and large amounts of money are being distributed to applicants to help them recover from the damage of the "disaster."

Our eGrants software was built on the highly scalable eGrantsPlus platform. During peak operation in Louisiana, the software processed over 30,000 applications in one week without any system outages or degradation in performance. The available workflow engine and configurable gateway checks were used to meet the ever-changing requirements of the programs for the two states. The software provides end-to-end functionality for processing applications for assistance including Workflow management control across application, eligibility, rules-based grant calculation, correspondence/case tracking, and closing. The software has been used by applicants, many of whom had little computer skill, staff members, title companies and managers.

STR is in a unique position to help any municipality faced with recovery from a natural disaster like Katrina, Rita or Sandy. STR's grants management software and database are the system of record in both Mississippi and Louisiana. STR has the experience of the largest recovery program to date – Hurricanes Katrina and Rita in Louisiana. We know what works and what doesn't work. We know the pitfalls to be avoided. STR has an existing grant management system that has been proven with Katrina and Rita – 225,000 applicants, 125,000 awards, \$8.8 billion disbursed. STR's system was built for CDBG recovery programs and has existing logic to address all the items likely to be required for any natural disaster, including pre-storm values, estimated cost of damage, other compensation (FEMA, insurance, SBA, etc.), lawsuits.

STR's system tracks the applications from initial submission, through verification and validation of data (interfaces with FEMA, SBA, insurance companies), to calculation of award, to disbursement of funds to title company, to requisition for funds from HUD, to compliance monitoring. STR's grant program is robust having higher than 99% availability over six years, having handled 30,000 applications submitted on-line during the last week when applications were being accepted, having over 2,500 users processing applications at peak. Because there had never been a disaster like

Katrina and policies were being formed and changed very rapidly, STR was able to provide 26 releases of software in one year as the program evolved and new processing procedures were required.

STR is uniquely qualified to understand the pressures that any municipality is under and the media attention associated with the recovery efforts. Just like Katrina and Rita response, this is an historic effort. An immediate and "correct" response under the scrutiny of the national media was critical then and it is critical now. We believe that you will need a vendor who can modify or reconfigure the software as the requirements of the software change. At Road Home, there were periods where updates to the software (either the software or the configuration) occurred weekly instead of the normal annual release cycle of traditional COTS vendors. All of these updates were done without down-time and without security issues. STR has received consistent praise from those who have worked with STR and used the STR software.

DEEPWATER HORIZON OIL SPILL RESPONSE

Contractor: Novaces
Client Type: Commercial
Project Role: Sub Contractor
Project Location: LA, MS, AL and FL
Award Date December 2010

Completion Date Ongoing

Reference: Kenneth R. Feinberg

kfeinberg@feinbergrozen.com

NOVACES was contracted to provide Project Management Support to the headquarters of the Incident Command in New Orleans, as well as six different operations branches across the spill cleanup operations theatre.

The goal for NOVACES with this contract was to provide up to the minute program/project and operations planning information at the Branch and Incident Command levels. The challenge was that Gulf Cleanup Operations had been in a state of emergency response and that no other emergency in US history had employed project management techniques. Meticulous planning evolved daily based on the response environment, the spill itself, and customer requirements; all of which were extremely dynamic in nature and required constant modification to plans. In order to meet client expectations, initial assessments of cleanup plans and planning processes were performed. From that assessment, initial project plans were developed and reporting procedures and requirements were documented and implemented. With the baselines prepared, NOVACES supplied Project Schedulers at each of the branches reporting across the theatre. These Schedulers assisted each of the Branch Planners in determining the overall scope of work, necessary resource levels, and the work schedule for operations and supporting staff. It was up to the Schedulers to carefully document plans and changes to those plans in an environment with constantly changing requirements. All changes in scope, plans, and other critical project information were forwarded to the NOVACES Project Planning Manager for weekly reporting to headquarters of the Incident Command. After careful analysis, this information was fed back to the Branch Planners as valuable information that supported operations planning, resource deployment, cost budgeting and reporting requirements placed on the planners by Incident Command. End results included streamlined operations timelines, significant cost savings, and shared understanding of the program plan to completion across functional sections.

US DEPARTMENT OF COMMERCE – ECONOMIC DEVELOPMENT ADMINISTRATION DISASTER RECOVERY PROGRAM

Contractor: Novaces
Client Type: Federal

Project Role: Prime Contractor Project Location: Lincroft, NJ

Award Date Post Superstorm Sandy

Completion Date Ongoing

NOVACES was contracted to provide deployable subject matter expertise to the Economic Recovery Support Function located within the FEMA Joint Field Office in Lincroft. This activity was awarded under a Task Order to our competitively awarded Blanket Purchase Agreement with EDA.

The goal for NOVACES with this Task Order was to provide analysis, expertise, and training in fulfillment of the Economic Recovery Support Function (ERSF) of the National Disaster Recovery Framework (NDRF). The scope of work included assisting with recovery efforts, including sharing information and reports from Hurricane Katrina, co-drafting the Economic Recovery Support Strategy, and providing speakers for and facilitating in a workshop for the tourism sector. Additionally, we provided critical information on building capacity for business capital, and a complete case history on the recovery of the fisheries industry in southeast Louisiana. This program is ongoing.

Subcontractors

Contents of Tab 10				
Page(s)	Subcontractor name	Subcontractor Responsibilities		
2-5	SBE Plan			
4-6	Quadel	Operations		
7-10	STR.Grants, LLC	Software		
11-12	Novaces, LLC	PMO		
13-16	OPP, LLC	Communications		
17-18	MRN Cubed	Personnel		
19-21	Deltha	QA/QC, AFWA		
22-24	Industrial Staffing Services	Personnel		
25	Chicago Title	Title Closings		
26	Capehart Scatchard	Legal		
27-29	The Louis Berger Group	Facilities		
30-31	Quadrix	IT		
32-38	Angari	Finance		
39	Do-WAP	Communications		
40-72	Sample Subcontractor Agreement			
73-80	Sample Teaming Agreement			

Subcontractor Management

The Subcontract Management Plan establishes the methods which HGI uses to manage and administer its program involving subcontractors and suppliers. This document is HGI's guideline for evaluating the need for selecting, coordinating, integrating, and controlling its subcontractors. It is essential that subcontractor goals, responsibilities, and reporting are initiated and discussed with each subcontractor prior to subcontract performance to minimize any potential risks to the program. Prime contract requirements will flow down to the subcontractor as required and monitored to ensure acceptable subcontract performance.

Direct lines of communication and authority will be implemented through the Program Director. The subcontractor will facilitate and encourage direct lines of communication at the working levels to promote interaction between all disciplines. HGI and subcontractor personnel will have direct access to each other through formal and informal discussions about program contractual issues. Frequent discussions with the subcontractor will enable issues to be resolves expeditiously.

The subcontractor's authority to commence performance will be upon final subcontract award to ensure performance of prime contract requirements within schedule. The subcontract will delineate that the HGI Contracts Representative is the only individual authorized to bind HGI for all performance and contractual issues. Verbal communications will be followed with written documentation through the Contracts organization detailing all direction in order to minimize misunderstandings. Out-of-scope changes will be managed through mutual negotiation utilizing the changes clause provision of the subcontract. The Program Support Services Team will communicate with the subcontractor directly concerning any inspection and acceptance issues.

Subcontractor Utilization Plan

Key to any recovery effort is the revitalization and recovery of the areas economy and the impact on Small Businesses. In an effort to utilize qualified, and certified Small Businesses in the state of New Jersey as subcontractors on the HGI Team, we have been continuously monitoring the New Jersey Selective Assistance Vendor Information (NJ SAVI) website to find registered SBE, MBE, and WBEs that fit the service delivery model that HGI has developed. We have called approximately 50 registered Small businesses from the NJ SAVI website to gauge their level of interest in our program and ascertain their level of compliance with the NJ Small Business program. Our efforts have yielded several companies that are interested in participating in our program when awarded, as listed in our Sub-Contractor Utilization plan.

We have not stopped with NJ SAVI searches. We have developed a plan to canvas the 9 highly impacted counties and Trenton to develop relationships with business leaders to find additional qualified small businesses to bring onto the HGI Team for the Superstorm Sandy Housing Incentive Program. HGI's plan is provided below:

- Immediately contact local Chambers of Commerce in the 9 Counties to advise them of our opportunities to for the program.
- Advertise in local niche media and foreign language circulars for services that will positively impact the program service delivery (e.g. translation and security services).
- Post "Opportunity notices" on the program website and post in the reception areas of the Housing Service Centers.

Upon Contract award, HGI will notify all listed, and potential, sub-contractors in writing advising them of our award and assist them in completing all necessary contracts so they may begin to work on the project at inception. HGI is committed to diversity, local sourcing and the use of disadvantaged business enterprise participation in all projects. HGI is a Louisiana Disadvantaged Businesses Enterprise (DBE) and, as such, we understand and value the importance of inclusionary and incentive programs and are standard bearers for them and all local business development efforts.

Subcontractors of Team

Subcontractor name	Headquarters	Contact name
Quadel	Washington, DC	Joan Greer
STR.Grants, LLC	Fairfax, VA	Scott K. Meyer
Novaces, LLC	New Orleans, LA	Robert Cheney
OPP, LLC	Toms River, NJ	Ana Maria Pena
MRN Cubed	Frisco, TX	Bruce Quinn
Deltha	New Orleans, LA	Len Craig
Industrial Staffing Services	East Brunswick, NJ	Bruce Rosen
Chicago Title	Toms River, NJ	Ralph Romano
Capehart Scatchard	Trenton, NJ	Glenn Paulson
The Louis Berger Group	Morristown, NJ	Bruce Marler
Do-WAP	New Orleans, LA	Anthony Patton
Quadrix	Branchburg, NJ	Thomas Palmieri
Angari	Greenbelt, MD	Erica Adgebite

Quadel

Quadel's work over the last several years in disaster recovery programs in Louisiana and Texas has provided the firm with deep understanding of the complexities in administering housing recovery programs to communities and families in crisis. In addition to the LA Road Home Program, we have worked with several other CDBG-funded programs. Below are brief write-ups of each project.

LOUISIANA SMALL RENTAL PROGRAM Description of Work Performed

Quadel provided general consulting and technical assistance as a subcontractor to the ACS Small Rental Property Program Project Management Office for HUD affordable housing, rental assistance and CDBG policy and program areas. We provided consultation and referral services to SRPP applicants/property owners seeking to restore affordable rental units including construction consultation, tenant identification, and support and title services.

Key Accomplishments

 Drafted and submitted for approval 20 Policy changes to improve application processing.

- Documented all Program Policies, Procedures, Change Control for process flows, Standard Operating Procedures and Desk References
- Provided subject matter expertise for Small Rental Property Program rent and income limits.
- Provided Section 3 monitoring for construction projects.
- Provided Uniform Relocation Act (URA) staffing services including compliance reviews, eligibility determinations, tenant relocation plan development and site assessment reviews.
- Established applicant referral service to match SRPP rental property owners with appropriate Tenant services.

LOUISIANA PERMANENT SUPPORTIVE HOUSING – GALVESTON, TX

Description of Work Performed

As a subcontractor to ACS, Quadel supported Galveston County's disaster recovery program in response to Hurricanes Gustav and Ike. Quadel provided subject matter expertise on Community Development Block Grant (CDBG) policies and procedures. The work also included: documentation of program policies and procedures; update control and related process flows; and developing desk references, policy manuals, and program guides.

Key Accomplishments

- Developed the draft Galveston County Rental Program Policy for the Landlord Assistance Program, designed to assist in the rehabilitation and reconstruction of rental units in structures of 1-4 units
- Prepared the application form for the rental program; developed or reviewed, for compliance, other related forms; and developed a training course for staff who will implement the rental program.
- Developed policy and procedural language for proposed changes to the Policy Manual governing the Housing Assistance Program for homeowners.
- Conducted research on regulations and advises on various CDBG compliance issues including activities related to slum and blight clearance, income limits, eligible activities, duplication of benefits, documentation requirements, and preparation for reviews and program audits.

NEWARK HOUSING CHOICE VOUCHER PROGRAM

Description of Work Performed

Quadel has a contract with the Newark Housing Authority to provide the management and daily operations of its 4800 unit HCV program and Newark's Family Self Sufficiency, Homeownership, Projectbased voucher and Public Housing relocation program. Quadel provides all intake, eligibility determination, income verification, housing benefit calculations, annual reexaminations, quality control, and document management services for the HCV program. As part of this program, Quadel implemented a quality management system using our QualCheck quality and performance management software for monthly QC monitoring and the new reporting and monitoring enabled management to identify processing and compliance improvements, timely file corrections and staff retraining where appropriate.

These outstanding payments were associated with records that had been inactive for years. In 2010, as described above, the implementation of Qual-

Check for monthly QC monitoring and new reporting enabled management to identify processing and compliance weaknesses for timely correction and staff retraining. In 2011, new operating procedures were developed and implemented in key operating areas including move requests, RTA processing, annual recertifications, and rent increases.

Key Accomplishments

- Increased voucher utilization from 3,260 vouchers to 4,800 vouchers. Newark earned all SEMAP points for leasing based on utilization of all available HAP funds.
- Improved Newark's SEMAP status from Troubled to High
- Achieved timely annual re-certifications exceed the SEMAP standards monthly with a year-to-date average of 99%.
- Obtained an additional \$2.223 million in HAP funding in 2011 enabling the program to increase the number of households being served in Newark.

RUTGERS, STATE UNIVERSITY OF NEW JERSEY

Description of Work Performed

Since 2003, Quadel has conducted training sessions in Asset Management, Maintenance Management, Executive Housing Management, Procurement, and PHAS/SEMAP. We have trained New Jersey public housing administrators, Commissioners, and Executive Directors. We have provided customized training materials in PHAS, affordable housing development, personnel management, executive management, maintenance management, and occupancy policies and procedures. In 2007, Quadel's contract was renewed and expanded to include a course in Tenant-Based Assistance.

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

Page 1 of 1



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NOVACES, LLC.

Trade Name:

Address: 650 ?PUDRAS STREET STE 2320

NEW ORLEANS, LA 70130-6190

Certificate Number: 1537729

Effective Date: January 21, 2010

Date of Issuance: April 25, 2013

For Office Use Only:

20130425102102212

STR.Grants, LLC

LOUISIANA'S OFFICE OF COMMUNITY DEVELOPMENT

Period of Performance: June 2006 to Present Description of project and work performed

Faced with the unprecedented recovery effort caused by Hurricanes Katrina and Rita, the State of Louisiana's Office of Community Development (OCD) turned to STR to provide a software platform to support disbursement of rebuilding grants to its homeowners affected by the devastating storms. This groundbreaking Road Home compensation program, with some \$10+ billion in Federal Housing and Urban Development (HUD) Community Development Block Grant funding, represents the largest single housing recovery program in U.S. history. Originally installed in 2006, eGrants® provides the processing backbone for managing some 150,000 residential grant applications through the intake, eligibility review and verification, grant award calculation and approval, and closing processes. Providing online application submission and status review capabilities, eGrants® provides compensation options for which applicants were eligible based on key variables, including home value, damage assessments and previously received insurance and Federal benefits. State internal audit, approval and quality control procedures were incorporated along with critical interfaces to support financial transparency, budget and third party closing/check disbursement. STR continues today to provide operational support, specialized reporting and analysis to the State for the core Road Home program as well as delivering further system enhancements to support the Additional Compensation Grant (ACG). The ACG, with benefit eligibility based on applicant household income levels, is intended to assist with any gap between the Road Home estimated cost of damage and the amounts the homeowner receives from the original Road Home compensation grant and other assistance such as insurance or FEMA. STR provides software implementation, configuration, training, enhancement services, application and data base management support, new program development along with program planning assistance.

STR was able to rapidly install and configure its baseline grant application module to support a pilot program launched within the first month after project initiation. Despite subsequent policy and programmatic shifts and significant changes to homeowner application and third-party data verification needs, this pilot implementation was easily adapted to provide full grant administration lifecycle support. During the life of the project, there have been no problems or delays to schedule or performance. There have been no unexpected costs resulting from problems, delays, or contractor errors.

Contracting and Project Officer: Tom Burkes, 225-219-9600, Tom.Burkes@la.gov

LOUISIANA LAND TRUST

Period of Performance: November 11, 2008 to Present Description of project and work performed

STR has been working with the Louisiana Land Trust (LLT) since 2008 to provide software capabilities to support the management of programs under its Road Home recovery program. eGrants® supports complex work flows based on multiple program options. In supporting end-to-end processes, STR has incorporated management and reporting features into the eGrants® software platform and is focused on providing LLT with visibility, from a program oversight perspective, into post-award activities undertaken to ensure that the expected outcomes are ultimately achieved. STR provides product implementation, configuration, training, enhancement development and ongoing post-launch application and database management support.

STR provides release notes, analyses, reports, and briefings in response to change requests, help desk tickets, and other requests from LLT. STR provides the results of STR testing as part of delivery of software into the QA environment. STR provides weekly status reports. STR provides project management support to develop, test, and implement each application Release. STR has provided all aspects of the project on time and on budget. During the life of the project,

there have been no problems or delays to schedule or performance. There have been no unexpected costs resulting from problems, delays, or contractor errors. Contracting Officer: Tom Burkes, 225-219-9600, Tom.Burkes@la.gov

Project Officer: Michael Taylor, Executive Director, 504-799-4330, mtaylor@landtrust.us

NEW ORLEANS REDEVELOPMENT AUTHORITY

Period of Performance: November 16, 2011 to Present Description of project and work performed

For the New Orleans Redevelopment Authority (NORA), eGrants® has been implemented and supports multiple programs. eGrants® accepts applications of interest, supports the eligibility and review process, supports the decision making process, post award monitoring activities, and extensive standard and ad-hoc reporting. Each program has defined requirements that must be met, to include post award monitoring specifics for each program. Each program has requirements in terms of both the time intervals and the reporting requirements that must be met. Requirements can be defaulted to a set of pre-determined values, but can be set differently if required. eGrants® will track when activities are due and when they are completed. When the monitoring activity is completed, the data and attachments will be in eGrants® and the activity is marked as completed. STR.Grants provides product implementation, configuration, training, enhancement development and ongoing post-launch application and database management support. During the life of the project, there have been no problems or delays to schedule or performance. There have been no unexpected costs resulting from problems, delays, or contractor errors.

STR provides release notes, analyses, reports, and briefings in response to change requests, help desk tickets, and other requests from NORA. STR provides the results of STR testing as part of delivery of software into the QA environment. STR provides weekly status reports. STR provides project management support to develop, test, and implement each application Release. STR has provided all aspects of the project on time and on budget.

Contracting Officer: Tom Burkes, 225-219-9600, Tom.Burkes@la.gov

Project Officer: Kirsten Melberg, 504-658-4418, kmelberg@nola.gov

STR DISASTER RECOVERY SOFTWARE

Our *eGrants*® software was built on the highly scalable *eGrants*®*Plus* platform. During peak operation in Louisiana, the software processed over 30,000 applications in one week without any system outages or degradation in performance. The available workflow engine and configurable gateway checks were used to meet the ever-changing requirements of the programs for the two states. The software provides end-to-end functionality for processing applications for assistance including Workflow management control across application, eligibility, rules-based grant calculation, correspondence/case tracking, and closing. The software has been used by applicants, many of whom had little computer skill, staff members, title companies and managers.

STR has an existing grant management system that has been proven with Katrina and Rita – 225,000 applicants, 125,000 awards, \$8.8 billion disbursed. STR's system was built for CDBG recovery programs and has existing logic to address all the items likely to be required for any natural disaster, including prestorm values, estimated cost of damage, other compensation (FEMA, insurance, SBA, etc.), lawsuits.

STR's system tracks the applications from initial submission, through verification and validation of data (interfaces with FEMA, SBA, insurance companies), to calculation of award, to disbursement of funds to title company, to requisition for funds from HUD, to compliance monitoring. STR's grant program is robust having higher than 99% availability over six years, having handled 30,000 applications submitted on-line during the last week when applications were being accepted, having over 2,500 users processing applications at peak. Because there had never been a disaster like Katrina and policies were being formed and changed very rapidly, STR was able to provide 26 releases of software in one year as the program evolved and new processing procedures were required.

STATE OF NEW JERSEY DEPARTMENT OF TREASURY CERTIFICATE OF AUTHORITY

STR.GRANTS, LLC 0600397814

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Foreign Limited Liability Company organized under the laws of Virginia, has complied with all the requirements of Title 42:2B of the New Jersey Statutes, and that the business or activity of said Foreign Limited Liability Company to be carried on within the State of New Jersey is such as may be lawfully carried on by Foreign Limited Liability Company filed under the laws of this State for similar business or activity. The Certificate of Authority was duly filed April 1st, 2013.

CREAT SEATON OF THE STATE OF TH

Certificate Number: Verify this certificate online at

https://wwwl.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this at Trenton, this 2nd day of April, 2013

Andrew P Sidamon-Eristoff

State Treasurer

Novaces

DEEPWATER HORIZON OIL SPILL RESPONSE US Gulf Coast

Description of Work Performed

NOVACES was contracted to provide Project Management Support to the headquarters of the Incident Command in New Orleans, as well as six different operations branches across the spill cleanup operations theatre.

The goal for NOVACES with this contract was to provide up to the minute program/project and operations planning information at the Branch and Incident Command levels. The challenge was that Gulf Cleanup Operations had been in a state of emergency response and that no other emergency in US history had employed project management techniques. Meticulous planning evolved daily based on the response environment, the spill itself, and customer requirements; all of which were extremely dynamic in nature and required constant modification to plans. In order to meet client expectations, initial assessments of cleanup plans and planning processes were performed. From that assessment, initial project plans were developed and reporting procedures and requirements were documented and implemented. With the baselines prepared, NOVACES supplied Project Schedulers at each of the branches reporting across the theatre. These Schedulers assisted each of the Branch Planners in determining the overall scope of work, necessary resource levels, and the work schedule for operations and supporting staff. It was up to the Schedulers to carefully document plans and changes to those plans in an environment with constantly changing requirements. All changes in scope, plans, and other critical project information were forwarded to the NOVACES Project Planning Manager for weekly reporting to headquarters of the Incident Command. After careful analysis, this information was fed back to the Branch Planners as valuable information that supported operations planning, resource deployment, cost budgeting and reporting requirements placed on the planners

by Incident Command. End results included streamlined operations timelines, significant cost savings, and shared understanding of the program plan to completion across functional sections.

US DEPARTMENT OF COMMERCE – ECONOMIC DEVELOPMENT ADMINISTRATION DISASTER RECOVERY PROGRAM

New Jersey

Beginning/End Date: March 2013 – present Description of Work Performed

NOVACES was contracted to provide deployable subject matter expertise to the Economic Recovery Support Function located within the FEMA Joint Field Office in Lincroft. This activity was awarded under a Task Order to our competitively awarded Blanket Purchase Agreement with EDA.

The goal for NOVACES with this Task Order was to provide analysis, expertise, and training in fulfillment of the Economic Recovery Support Function (ERSF) of the National Disaster Recovery Framework (NDRF). The scope of work included assisting with recovery efforts, including sharing information and reports from Hurricane Katrina, co-drafting the Economic Recovery Support Strategy, and providing speakers for and facilitating in a workshop for the tourism sector. Additionally, we provided critical information on building capacity for business capital, and a complete case history on the recovery of the fisheries industry in southeast Louisiana. This program is ongoing.

Reference: Joshua Barnes, 202.642.0581, joshua.j.barnes@eda.gov

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

Page 1 of 1



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NOVACES, LLC.

Trade Name:

Address: 650 ?PUDRAS STREET STE 2320

NEW ORLEANS, LA 70130-6190

Certificate Number: 1537729

Effective Date: January 21, 2010

Date of Issuance: April 25, 2013

For Office Use Only: 20130425102102212

Outreach Process Partners

Outreach Process Partners (OPP) was founded by professionals who enjoy working together and want to give back. OPP believes in the mission of our government and prime contractor clients, and understands the importance of effective, integrated communication in a project or program's success.

OPP specializes in helping government agencies and their contractors apply integrated outreach and new media strategies to communicate effectively with their stakeholders and partners. We translate complex technical and scientific information into easily understood language and images for the general public. To do this, we apply award-winning audio/visual communication approaches to complement traditional text-based communication approaches.

We use new media technologies to manage information, encourage feedback, and solve the real world communication challenges facing government clients, including Facebook, YouTube, Twitter, Flickr, Doodle, Sharepoint, Web Content Management Systems, RSS feeds, eMail marketing, blogs, podcasts, and more. But most importantly, we listen.

OPP is a woman-owned small business with MBE certifications in Maryland, Baltimore City, Pennsylvania, Virginia, and Louisiana. We are also on the consolidated GSA Schedule.

Outreach

Communications strategy that builds trust educates stakeholders secures buy-in

Effective outreach begins with a plan ...

What are your program goals? Who are your key stakeholders? What do you want them to do, say or think about your program? Are there misperceptions that your organization must overcome? Is it an educational issue? What are the key messages to convey? What is your "brand"? Does your brand need to be refreshed?

And an analysis of the infrastructure to execute the plan

What outreach vehicles currently exist for the program (Web site, stakeholder e-mail lists, media lists, etc.) What additional lists are needed? Who will send this communication and how frequently? How do stakeholders voice their opinion?

And the performance measures to monitor impact and fine tune the message.

Are web visits increasing? Are stakeholders taking the actions you desire (lending resources, implementing your recommendations, supporting your decisions, funding your program)? Is feedback identifying additional needs that must be addressed?

OPP's team brings deep experience in strategic communications planning for effective outreach and stakeholder relations. And then we apply all the tools in our tool belt to implement the plan. We bring niche expertise in collaborating with scientists, engineers and technologists to create information that is both technically correct, yet easily understood by a non-technical audience. This fosters an understanding between the project/program team and its stakeholders for a smoother and more successful project.

Outreach Services:

- Strategic outreach planning and development of performance measures
- Surveys, interviews, stakeholder research
- Key messages including tag line, mission statement and talking points
- Branding services including logo and letterhead/ PowerPoint templates
- Collateral including brochures, newsletters and web content
- Stakeholder e-mail/mail list development and maintenance
- Press releases, articles, and media relations
- Document Editing/Production Services
- Meeting facilitation
- Conference and trade show planning, logistical coordination, displays and handouts

- PowerPoint presentations and executive report
- Customer service support including call center/hotline management and stakeholder tours

PROGRAM SUPPORT

Meeting support information, management tools, program documentation, and reporting

Meeting support including:

- PowerPoint presentations and handouts
- Invitations and RSVP management
- Logistics including site location scouting, A/V and handouts
- Displays, kiosks, and booth exhibit designs
- Meeting summaries, minutes and stakeholder followup
- Strategic outreach planning and development of performance measures

Information management tools including:

- Microsoft Sharepoint collaboration sites
- Document usage tracking tools
- Issue tracking databases
- Meeting/conference calendars
- E-mail stakeholder correspondence support/tracking

Program documentation and reporting including:

- Strategic plan and mission statement
- OMB Exhibit 300
- Monthly progress reports
- Scorecard reports
- Executive Status briefings in PowerPoint

NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF REGISTRATION

OUTREACH PROCESS PARTNERS LIMITED LIABILITY COMPANY

0400559947

The above-named FOREIGN LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey state law on 03/25/2013 and was assigned identification number 0400559947. Following are the articles that constitute its original certificate.

1. Name:

OUTREACH PROCESS PARTNERS LIMITED LIABILITY COMPANY

2. Registered Agent:

BRIAN MACCLAREN

3. Registered Office:

8 ROBBINS STREET SUITE 101 TOMS RIVER, NJ 08753

4. Business Purpose:

PUBLIC RELATIONS

5. Incorporated Under the Laws of:

MARYLAND on 10/05/2005

6. Effective Date of this Filing is:

03/25/2013

7. Date FLC intends to start business activity in NJ:

03/25/2013

8. Main Business Address:

2521 RIVA ROAD SUITE P1 ANNAPOLIS, MD 21401

Signatures:

JANICE ROPER-GRAHAM
AUTHORIZED REPRESENTATIVE

NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF REGISTRATION

OUTREACH PROCESS PARTNERS LIMITED LIABILITY COMPANY

0400559947



Certification#

Verify this certificate at https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of March, 2013

Andrew P Sidamum-Eristoff State Treasurer

MRN Cubed

MRN Cubed, (MRN3) formerly Mortgage Resource Network, is a full service mortgage industry outsource provider. Mortgage Resource Network was formed as a spin-off from a firm, which had provided similar services since 1991, becoming a top five vendor to the RTC and the largest due diligence provider to the RTC. The principals of MRN3 have extensive finance, consulting, traditional and mortgage banking experience. They have been specifically involved with MRN3 's core business activities since 1991, successfully completing over 3,000 engagements for more than 400 clients. Our staffing and expertise spans the entire gamut of mortgage operations providing origination support services from Underwriting through Investor Delivery, Government insuring and Secondary Marketing support services.

MRN3 adds value to both special situations and "business-as-usual" origination, investor or servicing support services. We have extensive experience in origination and post-closing services, institutional, whole loan, and servicing acquisition due diligence, collateral recovery, HMDA and forensic compliance reviews, whole loan sales, agency deliveries and securitizations. We are an industry leader in mortgage outsourcing and provide state of the art eMortgage expertise, imaging and web based workflow applications allowing us to work virtually on any of our engagements, minimizing travel expenses and file shipment expenses for our clientele. Many of our clients utilize our technologies in their organizations allowing for a seamless integration with MRN3 while enhancing their productivity.

We have a robust closed loan due diligence platform performing due diligence services for investors on all product ranges for industry leaders in the mortgage conduit market. In addition to the production support services, our servicing support division expertise includes custodial support services, pool certification support, document recovery, MERS services research and integration and assignment preparation as well as portfolio due diligence services. MRN3 also provides HMDA data scrub, capture and LAR facilitation.

Outsourcing Experience

MRN3 's experience in the related services is unequaled among service providers. Our client base includes many of the top companies in the mortgage industry. Our customers achieve many of the advantages associated with outsourcing utilizing our services. This allows our clients to concentrate their efforts on their core competencies

Our years of experience combined with the size and scale of our process in front-end mail, imaging, and data collection has given MRN3 a competitive advantage in the capture and management of source documents and information, data capture, manipulation and transmission.

Deltha

THE LOUISIANA ROAD HOME PROGRAM – QUALITY ASSURANCE AND QUALITY CONTROL FUNCTION

Deltha Corporation worked as a subcontractor to help deliver the Louisiana Road Home program. Deltha performed quality assurance and quality control functions for the Road Home program and served in an advisory capacity to the state and the prime contractor. From the inception of the Road Home program, Deltha Corporation was engaged to monitor program compliance with established policies and procedures as well as requirements of the United States Department of Housing and Urban Development ("HUD"). In order to fulfill its role, Deltha was required to become knowledgeable on the Road Home program's policies and procedures as well as the requirements and expectations of oversight agencies. Deltha reviewed the State of Louisiana's Disaster Recovery action plans and updates to those action plans, disaster waivers and special provisions granted by HUD, waivers of certain 24 CFR requirements, the Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (Public Law 100-707), Memorandums of Understanding ("MOUs") and other pertinent documentation to ensure compliance with the unique circumstances and requirements. Since the disasters that precipitated the formulation of the Road Home program were unprecedented, the State of Louisiana was required to develop the program from the ground up. Deltha's team members served as advisors to program developers to help "build" the program. Deltha routinely collaborated with other subcontractors including First American Title, STR, and KPMG to evaluate draft policies, procedures and processes. Deltha provided feedback to program officials and provided recommendations related to internal controls procedures. Deltha also assisted in developing and analyzing the program's standards of ethics, conflict of interest and information security policies.

Deltha was also a member of the program's Change Control Board ("CCB") to provide comments

on the impact of proposed program changes and ensure that changes complied with established program, CDBG and other requirements. Additionally, Deltha team members served as a resource to HUD auditors to explain and demonstrate the design and functionality of controls built into the Road Home program's processes and procedures. Deltha also provided internal control information and consulted with Road Home's Program management to document controls for the Statement of Auditing Standard 70 ("SAS 70") reviews conducted by external independent auditors.

Deltha Corporation provided support to identify data requirements for capture and inclusion in grants management computer applications and performed user acceptance testing on eGrantsPlus, HDS and other computer applications.

Deltha assisted in the development and capture of program metrics and other data requirements for the weekly pipeline report delivered to the Louisiana Office of Community Development/Disaster Recovery Unit (OCD/DRU) and the Louisiana Recovery Authority (LRA). Deltha team members assisted the program with evaluating whether documentation collected successfully evidenced and supported meeting the CDBG national objective of assisting low-tomoderate income families. Deltha was also initially responsible for the creation of the daily governor's report designed to provide the governor and other stakeholders with up-to-date dashboard and scorecard type program data. Further, Deltha met on a routine basis with OCD/DRU officials to report observations based on program reviews and to provide insight and recommendations regarding opportunities for program improvements.

CITY OF NEW ORLEANS – SUB-RECIPIENT MONITORING OF COMMUNITY DEVELOPMENT BLOCK GRANT AND OTHER FUNDING

For ten years, Deltha Corporation assisted the City of New Orleans ("the City") in executing its responsibility to monitor its sub-recipients' compliance with federal and state regulations. The City engagement is

specifically related to monitoring federal funds provided by HUD to ensure compliance with various grant provisions. The predominant funding source monitored during this engagement was CDBG funds. This funding source allows community-based development organizations to undertake a wide range of activities directed toward neighborhood revitalization, economic development, provision of improved community facilities and services and other activities to achieve the national objectives of the CDBG program. The City engagement required monitoring over 200 grants, including CDBG, Home Investment Partnership Act ("HOME") Grants, Economic Development Grants and Emergency Shelter Grants for compliance with federal, state, and local regulations along with specific grant/contract provisions.

The execution of the work performed on the City engagement required extensive knowledge of the provisions to comply with federal funding including, but not limited to: OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments," OMB Circular A-122, "Cost Principles for Non-Profit Organizations," OMB Circular No. A-133, "Audits of State and Local Governments and Nonprofit Organizations," Administrative Regulations for CDBG, and various Parts of Title 24 of the Code of Federal Regulations (24 CFR) "Housing and Urban Development." These and other guidelines were considered when developing the agreed-upon procedures to be applied when reviewing documentation presented by the city's sub-recipients of grant funding.

In order to ensure that monitoring was performed on an adequate number of sub-recipients and that sufficient coverage of the City's grant funding was obtained, Deltha Corporation developed risk assessment criteria to identify the most critical agencies for monitoring. After performing the agreed-upon procedures, Deltha developed findings and questioned costs as considered necessary. Findings generated from agreed-upon procedures reviews and exit conferences were presented to the Budget and Audit Committee of the New Orleans City Council on a periodic basis.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – MAINTENANCE AND DEACTIVATION OF TEMPORARY HOUSING UNITS

Deltha Corporation, as lead firm in a joint venture, provided maintenance and deactivation of temporary housing units services to FEMA in the aftermaths of Hurricanes Katrina and Rita in Louisiana. This effort provided technical assistance in the area of temporary housing as authorized pursuant to the Disaster Relief and Emergency Assistance Act. Deltha facilitated implementation of the Individual Assistance (IA) program. Relevant tasks included:

- Phase-In activities completed within 30 days of contract award to develop and establish procedures for performing the scope of work; establishing professional relationships and familiarity with the coverage areas and FEMA requirements; establishing an organizational structure with sufficient staffing; obtaining necessary office space, storage space, shop facilities and equipment; and establishing a 24-hour maintenance and dispatch call center,
- Developing and executing a Customer Service and Quality Assurance program to establish performance and quality assurance measures to ensure timely assistance to disaster impacted individuals and households; compliance with Federal Regulations; and compliance with contract requirements, the Performance Work Statement and Quality Assurance Surveillance Plan,
- Maintaining records of monthly housing inspections in a databases compatible with FEMA systems,
- Providing staffing resources available on-call for 24 hours a day, 7 days a week, 365 days per year,
- Maintaining privacy and safeguarding applicant information,
- Preparing and submitting periodic contract status reports, and
- Providing presentations and recommendations to FEMA on process improvements.

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF REVENUE AND ENTERPRISE SERVICES SHORT FORM STANDING

DELTHA CORPORATION

0400562280

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Louisiana Foreign Profit Corporation was registered by this office on April 3, 2013.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

Incorp Services, Inc. 208 West State Street Trenton, NJ 08608 1002



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 27th day of April, 2013

A. G.

Andrew P Sidamon-Eristoff State Treasurer

Verify this certificate at https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Page 1 of 1 148

Industrial Staffing Services

COMPANY QUALIFICATIONS

The Industrial team recognizes that as a human capital solution for our clients, we hold ourselves to two main forms of standardized measure. By looking at the overall service experience provided and the results accomplished, ISSI can ensure we successfully provide for our clients.

Our Process

We completely familiarize ourselves with each client's internal culture, rules, procedures, and desired outcomes. Afterwards, we utilize our strong foundation as a service based organization in conjunction with our flexible nature to establish the perfect solution for each individual client.

Industrial strives to consistently ensure that each deliverable is reached with 100% satisfaction in a timely fashion. Whether this is analyzing the human resources structure for consulting, creating and implementing a unique payroll service option, or sourcing, screening, interviewing, and on boarding prospects, we're always working with you and for you.

Good communication and client interaction is paramount for satisfied clients, productive people, and a positive working environment. ISSI maintains constant communication and knowledge sharing to implement and maintain a pro-active approach for all things related to our client's needs.

While people are our most important asset, our strong relationships with our clients are the lifeblood that allows us to successfully and continually make a positive impression on the world and provide work and other opportunities to people.

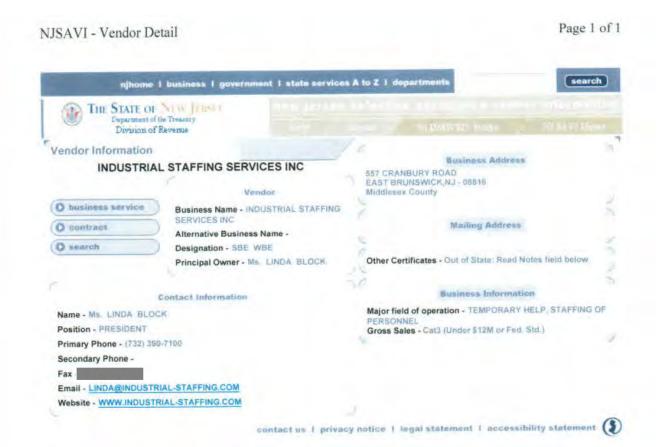
With our vision and mission in mind, we utilize our carefully developed strategy to provide a variety of flexible and dynamic Human Capital Solutions for our clients. These solutions include:

- Staffing Services Contract, Temp to Perm, Direct/ Permanent Placement
- Payroll Servicing
- Human Resources Compliance and consulting

Our People:

People are our most important asset. As such, we believe that proper screening, validation and verification of information, credentialing, and training of our candidates and employees is of the utmost importance. Some of these services that we offer in order to maintain people above the industry standard include:

- Screening
- Background testing
- Drug testing
- Skill verification and validation
- Interview preparation
- Reference checks
- Training
- Ergonomic assistance
- OSHA Certification
- HIPPA Certification



THE PORT AUTHORITY OF NY & NJ

David Samson Chairman Patrick J. Foye Executive Director

Industrial Staffing Services, Inc.

PA ID Number - 25656

This certificate acknowledges that the above-named firm is certified as a Women-owned Business Enterprise.

Certification Date: February 21, 2013 Re-Evaluation Date: February 20, 2018 Lash Green, Director

Office of Business Diversity and Civil Rights

Chicago Title

Chicago Title offers customers the most comprehensive and accurate real estate-related services in the nation. With its rich history over 160 years, Chicago Title provides assurance and security for all real estate transaction and title insurance needs.

STEPS IN THE TITLE PROCESS

Initial Request for Title Insurance

An order for title insurance is opened with a title officer who produces the initial response promptly within 24 to 48 hours. A preliminary report can be issued with the minimum of information; without even identifying the buyer or the terms of the sale. It shows the record title as it presently exists and is only an offer to provide insurance.

On-Site Searching and Examining

Your title officer performs three searches: Property, Name, and Tax searches. From that information, a preliminary report is created. Our on-site customer service center expedites the process of obtaining hard copies of recorded documents. Imaging helps to expedite searches with the ability to obtain documents on-line.

Technical Review

The skill and expertise of our title officer is the key to providing you with a useful, accurate title report. Once the report is issued the review begins by making a technical analysis of the documents of record. An interpretive view of all recorded matters is made to evaluate their impact on the title to the property. Among the questions the examiner asks are: Would any of the recorded matters prevent the buyer from using the property for its intended purpose? Can antiquated leases be eliminated from the policy per a review of the current leases?

Inspection Analysis

In anticipation of ALTA coverage, a site inspection is ordered. From the inspection report, the initial title product is supplemented to show any encroachments or other off-record matters which would ultimately impact the title.

Co-Insurance, Re-Insurance, Other Details

If co-insurance or re-insurance is needed for a transaction, we expedite the confirmation of approval. You, the customer, are never bogged down or delayed by the action on the part of our title unit. To the contrary, as a resource and as a facilitator of the transaction, we assume the responsibility for as many details as possible and are able to direct you to other resources where necessary (such as for a lost instrument bond).

We Earn Your Respect with our Skills, Service and Solutions

We try not to point out impediments to the close of a transaction without also offering assistance and solutions. By understanding the sometimes delicate balance of the interests of the parties to a transaction, and by professionally and courteously handling issues as they arise, we can capably guide a transaction to a successful conclusion.

Documents in the Title Process

- Preliminary Report
- Commitment Shows the condition of title in the way we are willing to issue it.
- Pro Forma Specimen of what the requested policy, as requested, will look like.
- Policy Final product. Contract of indemnity between named insureds and the company.

Capehart Scatchard

Located in the Philadelphia Metropolitan Statistical Area, Capehart Scatchard is one of the oldest law firms in New Jersey founded in 1876. The Firm is a full-service, diversified law firm of more than 70 attorneys practicing in seven offices throughout NJ, PA, NY, and DE, in more than a dozen major areas of law. We serve large and small businesses and, often, those who own or manage them; public entities, non-profit organizations and academic institutions, governments and individuals.

Our Firm's commitment of providing clients with superior legal services in a prompt manner and at a reasonable cost is based on a three-tier approach: first, a sound technical knowledge of the law; second, a practical understanding of how to work efficiently and with a "can do" attitude and not create obstacles; and third, the interpersonal skills needed to communicate well and frequently with clients. That commitment is still firmly in place today.

In an era when clients must justify every expense, we pursue cost-efficiency without sacrificing positive legal results. Capehart Scatchard has a long-standing commitment to staffing client matters according to the task at hand, utilizing shareholders and associates where appropriate to deliver the best work product and service in an effective and cost-efficient manner. We avoid needless paperwork and procedures, and concentrate instead on charting smart courses of action, either to avoid lawsuits or lay a solid case foundation.

Our primary areas of practice are:

- Banking and Financial Services
- Bankruptcy/Creditors' Rights
- Business and Tax
- Commercial
- Construction
- Environmental
- Family Law
- Franchising
- Insurance
- Labor and Employment
- Litigation
- · Professional Liability
- Public Finance
- Real Estate and Land Use
- Regulatory & Governmental Affairs
- School Law (including special education)
- Transportation
- Wills, Estates & Trusts
- Workers' Compensation

Every matter is assigned and supervised by a skill-ful attorney. Legal teams including attorneys, paralegals, and support staff are formed in order to properly handle complex and unique legal challenges, as well as repetitive matters.

The Louis Berger Group

The Louis Berger Group is an internationally recognized consulting firm that provides engineering, architecture, program and construction management, environmental planning and science, and economic development services. For nearly 60 years, we have been a devoted and trusted partner to U.S. federal, state, and local government agencies; national, provincial, and local governments; multilateral institutions; and commercial industry. To this diverse client base we bring strategic vision and an entrepreneurial spirit, developing innovative solutions to the world's most challenging problems.

Around the world, we operate with a commitment to integrity and hold ourselves to the highest standards of ethics, quality, and accountability. From our president to our teams in the field, we share a genuine sense of respect and stewardship for the places where we work and the people whose lives we impact.

The Louis Berger Group is one of 10 firms that make up Berger Group Holdings. With a resource base of 6,000 dedicated employees and affiliate employees in more than 50 countries, we are able to respond to local conditions while providing clients with the technical resources and rapid response capabilities of a leading global organization.

SOUTH JERSEY TRANSPORTATION ENERGY AUDIT, ENERGY EFFICIENCY, AND CARBON FOOTPRINT REDUCTION

The Louis Berger Group created a "Five Point Energy Challenge" for the South Jersey Transportation Authority, a comprehensive energy strategy and plan that aims to reduce energy consumption by more than 20% and increase the use of renewable energy to supply five to 15% of SJTA's energy demand. In response to the New Jersey Energy Master Plan and the Governors Executive Order #11, LBG assisted SJTA to meet its energy goals by performing several key energy activities. The plan involved an energy audit, a carbon footprint analysis and identification of proposed alternative energy projects that will reduce the SJTA's energy costs and reliance on fossil fuels. SJTA owns and operates the Atlantic City Airport

and the 43-mile Atlantic City Expressway extending from Philadelphia, PA, to Atlantic City, NJ. SJTA also operates the various rest areas, parking facilities, and administrative offices required to support their broad spectrum of air and land transportation operations. The energy audit/carbon footprint study investigated and analyzed how SJTA uses energy, calculated the associated carbon footprint, identified the sources of inefficiency, and developed recommendations on how to address energy savings opportunities. The energy audit encompassed all major areas of energy consumption, including: indoor and outdoor lighting, HVAC, computer systems, and vehicle-fleet operations. LBG also conducted an energy conservation methods (ECM) study that identified more than 50 ECMs that could be employed that would allow SJTA to reduce its energy consumption, lower its energy bills, and decrease its overall carbon footprint. LBG also assessed the SJTA facilities for their potential to generate solar and wind energy and recommended alternative energy projects that would optimize energy production within the constraints of the respective facilities. LBG experts proposed programs to reduce patron and employee carbon footprint through educational awareness, technology recommendations, and potential behavioral changes that reduce emissions and resource consumption. LBG also created a media kit with various presentation materials to educate the public on various components of the Five Point Energy Challenge.

TRENTON-MORRISVILLE TOLL BRIDGE REHABILITATION AND WIDENING

The Trenton-Morrisville Toll Bridge, which spans from Trenton, NJ to Morrisville, PA across the Delaware River, was an aging structure desperately in need of increased peak-hour capacity and a structural overhaul. The Delaware River Joint Toll Bridge Commission initiated this project to widen and rehabilitate this critical link along the US Route 1 corridor as the largest capital project undertaken since its establishment in 1935. Further, the 1,325-foot long, 12-span bridge needed to be widened without any negative impacts to the environmentally sensitive Delaware River. The Louis Berger Group provided feasibility study, design and post-design services for this project. Using

an innovative approach to minimize environmental impacts, LBG designed cantilever pier cap extensions, which allowed the widening of the bridge with no pier construction in the river, resulting in a major reduction in time, cost and environmental impacts. The challenge of maintaining two open lanes of traffic during all peak traffic periods was addressed with three stages of construction, thus providing uninterrupted traffic flow throughout the project. Rehabilitation of the bridge increased the load-carrying capacity of the existing steel girders by installing shear connectors for composite design. LBG also designed noise walls to mitigate adverse noise impacts to adjacent residential communities. The project relieves local traffic and reduces environmental impacts from traffic congestion with improved movement along this busy corridor. The final design for the \$102 million innovative and sustainable project was completed under budget and in one year, on an accelerated schedule. This project has been recognized with multiple awards from the American Council of Engineering Companies.

ENGINEERING & ENVIRONMENTAL SERVICES FOR NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

The Louis Berger Group performed comprehensive engineering and environmental services in support of site feasibility, property acquisition and development in support of New Jersey's \$8 billion school construction program for urban schools districts. LBG provided this support for more than 10 school districts throughout the state under separate contracts with the New Jersey Schools Development Authority (formerly New Jersey School Construction Corporation). Our multidisciplinary team prepared environmental assessments, building evaluation services and the conceptual

designs. LBG's responsibilities varied by site but included civil engineering, existing building evaluations, utility and environmental investigations, asbestos and lead surveys, abatement and demolition services, permitting, geotechnical evaluations, site planning, and cost estimating to determine suitability of the properties to be acquired, and prepare pre-development documents for property acquisition. The preliminary site plans incorporated any unique site features, such as shallow bedrock or garage parking, for approval by local planning boards. Architectural pre-design services included an analysis of educational programming requirements for the Department of Education Model Program, development of schematic design alternatives for site and building utilization for the proposed school properties.

10/12/07

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service Industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (809)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

Director

New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 98646-9252

TAXPAYER NAME:

THE LOUIS BERGER GROUP, INC.

ADDRESS:

412 MOUNT KEMBLE AVE MORRISTOWN NJ 07960 EFFECTIVE DATE:

05/08/63

TRADE NAME:

SEQUENCE NUMBER:

0098251

ISSUANCE DATE:

10/12/07

Acting Director New Jersey Division of Revenu

EODM DDC/08-04)

Tura Certificate ja NOT assignable or Kensteration. Ulmust be conspicuously displayed at about address.

Quadrix

Quadrix Solutions, Inc. is a strategic IT consulting firm that treats its customers as partners in the struggle to squeeze cost-effective and high-value results from today's complex, varied and hype-driven technology landscape.

Our approach to every customer is to understand and internalize their needs and constraints so clearly that we can act as an extension of their team, always working with their best interests in-mind and treating their bottom-line as if it were our own. That begins with helping our customers get to the heart of what a technology offering truly can and cannot do for them and what it will really cost to implement quickly, and without allowing hype to control the outcome. And it often culminates in helping our customers implement the chosen solution, within budget, on schedule, and with as much nimble, creative and specialized engineering as is needed to pull it off.

Quadrix was twice named a Deloitte and Touche Fast 500 company. Also, Quadrix was named in Network World's list of the top 22 enterprise outsourcing vendors and earned a place on NJ Biz's list of "NJ's Finest" companies.

Key clients include U.S. and international enterprises in insurance, financial, entertainment, travel, government, HR services, retail, pharmaceutical and telecommunications industries.



CHRIS CHRISTIE

Governor

KIM GUADAGNO Lt. Governor DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034

PHONE: 609-292-2146 FAX:

ANDREW P. SIDAMON-ERISTOFF

State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges The Quadrix Solutions, Inc. as a Category 2 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.1

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Issued: 4/25/2013

Certification Number: A0005-66

Andrew Pantelides Assistant Director

Expiration: 4/25/2016

Angarai

ANGARAI is a professional management consulting firm with a project management center of excellence, specializing in organization change management, oversight, and compliance. Identified as one of the fastest growing small businesses from Prince George's County, Maryland, it was established in 2003. ANGARAI's management drives the company to seek holistic solutions for its global customers. It provides business advisory services, resource augmentation for technology strategy, enterprise architecture and implementation. With its headquarters in Greenbelt, Maryland, ANGARAI is American owned.

ANGARAI provided solution sets include engagement activities such as Project, Program, Portfolio, Change and Risk Management, with an emphasis on Business Transformation. Our critical success factors are drawn from an intellectual pool of professionals with demonstrated experience and living expertise in our key competency areas. A 360° value philosophy offers a collegial work atmosphere that includes our clients in our team. We are experts in the adoption of flexible global business practices which enable our clients to operate with increased effectiveness and produce more value. With a unified focus in identifying pragmatic, reliable, dependable, and scalable solutions, we strive to develop win-win partnerships with our customers.

Trade Name ANGARAI Business Location: (Do not use P.O. Street 7331 Hanover Parkw City Greenbelt Zip Code: 2 0 7 7 7 (See instructions for providing alternat Beginning date for this business: Type of ownership (check one):	usiness to new location (isting business ication: cation: cation: cation: cation: Cation: cation of an existing registration Certificate ATIONAL ,INC. Box for Location Address) ay Suites C&D State O 3 6 2 1 Give 8-digit Zp) te addresses)	F. Mailing N Name_ Street_ City_ Zip Code	give eggag name: IF-NO), give name or Name and Address: (if different fr	
Check Box it "Applied for Name ANGARAI INTERNA (If your business Trade Name ANGARAI Business Location: (Do not use P.O. Street 7331 Hanover Parkw City Greenbelt Zip Code 2 0 7 7 (See instructions for providing alternative Beginning date for this business. Type of ownership (check one):	Box for Location Address) ay Suites C&D State O 3 6 2 1 Give 9-digit Zp) te addresses)	F. Mailing N Name City Zip Code	gve enung name. IF NO), give Name or Name and Address: (if different fr	rom business address)
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County / Municipality Code County / Municipality Code Will this business be SEASONA If YES - Circle months business JAN FEB MAR If an ENTITY (Item C) complete Date of Incorporation: Mai month Is this a Subsidiary of another or If YES, give name and Federal I. Standard Industrial Code	(1085 Filer) LLC (see ins (see ins (see ins No will be open: APR MAY JUN the following: 1 17 1 20 year Orporation? YES & 1	ership K Out-of-State 1120 Filer) LLC (Sing tructions) Instructions) K. County JUL AUG JUL AUG NJ Business/ NO O. NAICS	(New Jersey only) SEPT OCT NO poration M D Fiscal (Corp. #	MV DEC month 0 3
NAME (Last Name, First, MI)	8	The state of the s		DDRESS PERCE
JBRAMANIAN, VENKAT, AI		ident & CEO		
	If YES, give name and Federal I Standard Industrial Code Provide the following information NAME (Last Name, First, MI)	Standard Industrial Code (If known) Provide the following information for the owner, partners NAME (Last Name, First, MI) BRAMANIAN, VENKAT, AR	Is this a Subsidiary of another corporation? If YES, give name and Federal ID# of parent: Standard Industrial Code (If known) Provide the following information for the owner, partners or responsible corporate of the NAME (Last Name, First, MI) NAME SOCIAL SECURITY NUMBER TITLE	Is this a Subsidiary of another corporation? TYES K NO If YES, give name and Federal ID# of parent: Standard Industrial Code (If known) O. NAICS 5 4 1 6 0 0 Provide the following information for the owner, partners or responsible corporate officers. (If more space is ner NAME SOCIAL SECURITY NUMBER HOME A (Last Name, First, MI) TITLE (Street, City BRAMANIAN, VENKAT, AR

IN#	:				NAME: ANG	ARAI INTERNA	TIONAL,	NC.	N.	J-REG
1.	a. Have you or will yo	u be paying wa	Each Question	on Must Be A	Answered Complete to employees work	ely ing in New Jersey with	hin the next 6	months?	Yes	No
	Give date of first wag	e or salary pay	ment		1 1					1000
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	b. Give date of hiring	first NJ employ	00:	Month	Day Y	ear				
	c. Date cumulative gr	oss payroll exc	eeds \$1000	_	_//_					
	d. Will you be paying	wages, salaries	s or commissions	Month is to New Jers		ear ig outside New Jersey	/?		Yes	X No
	e. Will you be the pay	ver of pension of	or annuity income	e to New Jers	sey residents?				Yes	X No
	f. Will you be holding	legalized gam	es of chance in f	New Jersey (a	as defined in Chapte	er 47 Rules of Legaliz	ed Games of 0	Chance) where	Yes	⊠ No
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									Tyes	X No
	Did you acquire Sif answer is "No", go to	question 4.								[V]
	or acquired unit and th	e date busines	s was acquired !	by you. (If me	ore than one, list se	parately. Continue or	n separate she	et if necessary.)		
	Name of Acquired Uni	t			_		_ A	CQUIRED		ENTAGE
					NJ Emp	oloyee ID		Assets		
	Aubtenia						Ī	Trade or Business	_	
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(Continue on separate sheet, if necessary)
BE SURE TO COMPLETE NEXT PAGE
- 18 -

	NAME: ANGARAI INTERNATIONAL, INC.	(8-0	REG
	Each Question Must Be Answered Completely		
11. 2	a. Will you collect New Jersey Sales Tax and/or pay Use Tax?	☐ Yes	₩ No
1	b. Will you need to make exempt purchases for your inventory or to produce your product?	□ Yes	K No
	c. Is your business located in (check applicable box(es)):		
	☐ North Wildwood ☐ Wildwood Crest ☐ Wildwood Do you have more than one location in New Jersey that collects New Jersey Sales Tax? (If yes, see instructions)	☐ Yes	K No
	e. Do you, in the regular course of business, sell, store, deliver or transport natural gas or electricity to users or customers in this state whether by mains, lines or pipes located within this State or by any other means of delivery?	□ Yes	R No
2.	Do you intend to sell cigarettes? Note: If yes, complete the REG-L form on page 45 in this booklet and return with your completed NJ-REG.	☐ Yes	K N
	To obtain a cigarette retail or vending machine license complete the form CM-100 on page 47.	□ Vae	E N
	a. Are you a distributor or wholesaler of tobacco products other than cigarettes?	☐ Yes	K No
,	b. Do you purchase tobacco products other than cigarettes from outside the State of New Jersey?	I res	3. 1
- 1	Are you a manufacturer, wholesaler, distributor or retailer of "litter-generating products"? See instructions for retailer	_	K No
	Are you an owner or operator of a sanitary landfill facility in New Jersey? IF YES, indicate D.E.P. Facility # and type (See instructions) a. Do you operate a facility that has the total combined capacity to store 200,000 gallons or more of petroleum products?		E N
	요. 이 기계가 여러하는 것이 얼마는 어떻게 먹지? 이 얼마나 되지 않아 되었다면 하게 되었다면 하게 되었다면 하는 것이 되었다면 하는데 되었다면 하다.	17 109	14
-	b. Do you operate a facility that has the total combined capacity to store 20,000 gallons (equals 167,043 pounds) of hazardous chemicals?	☐ Yes	K N
3	c. Do you store petroleum products or hazardous chemicals at a public storage terminal?	☐ Yes	K N
7.	Will you be involved with the sale or transport of motor fuels and/or petroleum? Note: If yes, complete the REG-L form in this booklet and return with your completed NJ-REG. To obtain a motor fuels retail or transport license complete and return the CM-100 in this booklet.	☐ Yes	K N
- 9	b. Will your company be engaged in the refining and/or distributing of petroleum products for distribution in this State or the importing of petroleum products into New Jersey for consumption in New Jersey?	☐ Yes	₩ N
-	c. Will your business activity require you to issue a Direct Payment Permit in lieu of payment of the Petroleum Products	Gir.	
8.	Gross Receipts Tax on your purchases of petroleum products? Will you be providing goods and services as a direct contractor or subcontractor to the state, other public agencies	☐ Yes	KN
	including local governments, colleges and universities and school boards, or to casino licensees?		DN
	or non-commercial freight?	☐ Yes	N ON
	Is your business a hotel, motel, bed & breakfast or similar facility and located in the State of New Jersey? Do you hold a permit or license, issued by the New Jersey Department of Transportation, to erect and maintain an outdoor advertising sign or to engage in the business of outdoor advertising? Fee expired effective 7/1/07.	☐ Yes	€ N
2.	Do you make retail sales of new motor vehicle tires, or sell or lease motor vehicles?	☐ Yes	N N
3.	Do you provide "cosmetic medical procedures" or goods or occupancies directly associated with such procedures? (See description of Cosmetic Procedures Gross Receipts Tax in the list of Taxes of the Stale of New Jersey, page 5.) Type of Business	☐ Yes	⊠ N
4.	Do you self voice grade access telecommunications or mobile telecommunications to a customer with a primary place of use in this State?	□Yes	K N
25.	Will you make retail sales of "fur clothing"? (See full description of Fur Clothing Retail Gross Receipts Tax in the list of Taxes of the State of New Jersey, page 5)	☐ Yes	K N
26.	Contact Information: Person VENKAT SUBRAMANIAN Title: President & CEC)	
9.	Daytime Phone: (410) 472 - 5000 Ext_1034 E-mail address: njbids@angarai-intl.com		
	Signature of Owner, Partner or Officer: A Deut ata Subraward	8	
	Title President & CEO Date: Apr 25, 20		

NO FEE IS REQUIRED TO FILE THIS FORM

IF YOU ARE A SOLE PROPRIETOR OR A PARTNERSHIP WITHOUT EMPLOYEES - STOP HERE - IF YOU HAVE EMPLOYEES PROCEED TO THE STATE OF NJ NEW HIRE REPORTING FORM ON PAGE 29

IF YOU ARE FORMING A CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR A LIMITED LIABILITY PARTNERSHIP YOU MUST CONTINUE ANSWERING APPLICABLE QUESTIONS ON PAGES 23 AND 24

Mail to: PO Box 308 Trenton, NJ 08646

STATE OF NEW JERSEY DIVISION OF REVENUE

Overnight to:

33 West State St. 5th Floor Trenton, NJ 08608-1001

"FEE REQUIRED" PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered <u>public</u>. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1.	Business Name: ANGA	RAI INTERNATIONAL ,INC.					
2.	Type of Business Entity: (See Instructions for Code			3. Business Purp (See Instruction			vices for Public E
4.	Stock (Domestic Corporat	ions only; LLCs and Non-Profit leave blan	nk):	5. Duration (If In	definite or	Perpetual, le	eave blank):
6.	State of Formation/Incor Maryland	poration (Foreign Entities Only):		7. Date of Forma March 17,		rporation (Fo	oreign Entities Or
8.	Contact Information: Registered Agent Name:	Venkat Subramanian					
	Registered Office: (Must be a New Jersey stre	eet address)	Main	Business or Principal	Business A	Address:	
	Street Not Applicable		Street	7331 Hanover F	arkway	Suites C&	D
	City	Zip	City	Greenbelt	State	MD Z	ip 20770
	Name Not Applicable	Street Address		City		State	Zip
-	The signatures below certify t	that the business entity has complied with all a	applicable	filing requirements purs	uant to the	laws of the S	tate of New Jerse
),	Incorporators (Domestic	Corporations Only, minimum of 1)					
	Name	Street Address		City		State	Zip
	Not Applicable						
	Sign	nature(s) for the Public Record (See instr	ructions f	or Information on Sig	nature R	equirements)
	Signatu	are Na	me	1	Title		Date

Public Records Filing for New Business Entity (continued)

		a mone records a mile for their president comments		
11.	Add	ditional Entity - Specific Information		
	A.	Domestic Non-Profit Corporations (Title 15A) - For IRS exemption considerations, see instructions. 1a. The corporation shall have members: □ Yes If yes, qualification shall be: □ As set forth in the by-laws or, □ As set forth herein:	□No	
		1b. The rights and limitations of the different classes of members shall be: □ As set forth in the by-laws or, □ As set forth herein:		
		 The method of electing the trustees shall be:		
		 The method of distribution of assets shall be: □As set forth in the by-laws or, □ As set forth herein: 		
	В.	Foreign Corporations - Profit, Non-Profit and Foreign Legal Professional (Titles 14A and 15A) Attach a certificate of good standing/existence from the state of incorporation not greater than 30 days old to this foreign	orm.	
	C.	Limited Partnerships (Title 42:2A) 1. Set forth the aggregate amount of cash and a description and statement of the agreed value of other property or services contributed (or to be contributed in the future) by all partners:		
		2. Do the limited partners have the power to grant the right to become a limited partner to an assignee of any part of their partnership	□No	
		3. Do the limited partners have the right to receive distributions from a partner which includes a return of all or any part of the partner's contributions?	□No	
		4. Do the general partners have the right to make distributions to a partner which includes a return of all or any part of the partner's contributions?	□No	
		5. What are the rights of the remaining general partners to continue the business in the event that a general partner withdraws? List below:		
	D.	Foreign Limited Partnerships (Title 42:2A) Set forth the aggregate amount of cash and a description and statement of the agreed value of other property of contributed (or to be contributed in the future) by all partners:	r services	

STATE OF MARYLAND Department of Assessments and Taxation

I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT ANGARAI INTERNATIONAL, INC., INCORPORATED MARCH 17, 2003, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS APRIL 26, 2013.

Paul B. Anderson Charter Division



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

crbln

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Do-WAP

WAP HISTORY AND OVERVIEW

In a little more than ten years WAP has become Louisiana's pemier Digital Media, Marketing, & Consulting (Project Management) Firms. All of our work is touched with urgency, advocacy, sustainability and optimism.

In 12 years, we have become one of the most sought after public outreach firms simply because we attract staff and clients who share our vision of doing what works, what makes a difference, ensures a fair profit and at the same time, have fun. We are passionate about helping clients identify their marketing and outreach initiatives and building action plans that will enable them to achieve success in the long-term and short-term.

OVERVIEW

Since Hurricane Katrina crippled our city on August 29, 2005, WAP has been focused on doing its part, working at the center of the recovery, not merely providing advertising services, but as a strategic partner to organizations effecting change in economic development (Bring New Orleans Back Commission, Small Business & Diversity Expo, the Minority Report Publication, NOCVB, GNO Inc., Idea Village), education (Department of Education, Recovery School District, School Facilities Master Planning, & Sarah T. Reed High School), urban/community planning (Lafitte Redevelopment, UNOP, Redistricting for the City Council, NOLA Bound, & First Fridays) and various other public/private partnerships all across the region. We have aggressively focused our strategic capabilities and innovation planning on what we consider to

be critical inflection points in the region. WAP was formed as an entrepreneurial, business-focused communications firm, cofounding and incubating various successful businesses within its offices, and continuing to necessarily evolve while remaining true to our core principles.

More precisely, WAP is a Project Managemant & Brand Studio, studying problems and designing solutions, that helps its clients commit to business opportunities. Katrina honed our business model. We believe that New Orleans is a startup laboratory, and for the last two years we've worked at the center of the reinvention of our city, from social entrepreneurship to urban planning, economic development, public education, health care and culture.

DO-WAP VENTURES:

- MINORITYREPORTONLINE.com (3rd Edition 2012)
- BUSINESSANDDIVERSITYEXPO.com (2nd Edition 2013)
- FIRSTFRIDAYSLIFE.COM (Re-Launch Spring 2012, including Monthly Events)
- CAJUNDAILYDEALS.COM (Future Markets in 2012)
- SOCIALIFE.us (Launching May 2013)
- WAP has been responsible for creating OVER 200 Public, Private, and Non-Profit Marketing/Outreach Campaigns since 1999

BASIC ORDERING SUBCONTRACT AGREEMENT

princip	oal office	es at	eement") dated the day of, 20 is between, with (referred to as "SUBCONTRACTOR"), and Hammerman & Gainer, se address is 1010 Common Street, Suite 2600, New Orleans, LA 70112.
ment a	nd PRI	ME ma	ONTRACTOR PRIMESUBCONTRACTOR and PRIME executed a Teaming Agreeded a bid to the ("Client") for the Program with R proposed as part of PRIME's team;
			mes referenced in this agreement, the SUBCONTRACTOR will provide as B, and only those services specified in task orders issued by Prime; PRIME
vices to progra includi	supporms yet t	rt the _ o be det	entered into an agreement with Client to provide implementation and administration ser————————————————————————————————————
	agree as		RE , in consideration of the mutual covenants and promises contained herein, the parties s:
1.	BASIC	CORD	ERING AGREEMENT NUMBER: 12-001
2.1 time to herein.	time, d	irpose o	of this Basic Ordering Agreement is to provide a mechanism whereby the parties may, from Task Assignments for services to be performed within the terms and conditions set forth
3.1 attache	Genera	ıl terms	TERMS AND CONDITIONS and conditions applicable to this Basic Ordering Agreement are set forth in Appendix A, accorporated by reference herein.
SOW	The Go by refer and shal	eneral S ence. Ti ll be cle	WORK Scope of Work ("SOW") is set forth in Appendix B, attached hereto and incorporated the individual services to be performed on a task basis ("Services") shall be within the arly defined in each Task Assignment. PRIME has no obligation to issue Task Assign-RACTOR. Any Task Assignments will be made at the sole discretion of the PRIME.
5.		PRIM	ALTERMS & CONDITIONS E CONTRACT CLAUSES SUBCONTRACTOR shall perform the Services in accordance with the applicable prime contract clauses. SUBCONTRACTOR's attention is specifically directed to the list of applicable prime contract clauses set forth in Appendix C, attached hereto and incorporated herein by reference.
	5.2	CONF	FLICT OF INTEREST/BUSINESS ETHICS

5.2.1 SUBCONTRACTOR warrants that neither its entering into this Agreement nor its performance of any Services hereunder will result in an actual or apparent conflict of interest

on its part. SUBCONTRACTOR shall perform the Services in accordance with the Conflict of Interest/Business Ethics Agreement attached hereto and incorporated herein by reference as Appendix D. Failure of SUBCONTRACTOR to promptly disclose a conflict of interest shall constitute a material breach of this Agreement

- 5.2.2 SUBCONTRACTOR will report to PRIME whenever any partner is related (directly or by marriage) to any elected official of the State of Louisiana. The SUBCONTRACTOR is to provide on a timely basis the following:
 - 1. The names and titles of all partners at their company who are actually involved in the _____ project.
 - 2. A "Yes" or "No" as to whether that partner is related (directly or by marriage) to an elected official at any level of government in the State of Louisiana.
 - 3. The name and title of the elected government official if the answer was "Yes".

6. TERM OF AGREEMENT

6.1 This Agreement shall commence on the date first written above and remain in effect for as long as the Prime Contract is in effect or until terminated

6.2 TERMINATION FOR CAUSE

Client or Prime may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the Client or Prime shall give the Subcontractor written notice specifying the Subcontractor's failure. If within thirty (30) days after receipt of such notice, the Subcontractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Client or Prime may, at their unilateral option, place the Client or Prime in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the contract. Where the Client or Prime has determined the Contractor to be in default, the Client or Prime reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the Subcontractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting subcontractor will be considered.

Subcontractor may terminate this Contract for cause based upon the failure of Prime to comply with the terms and/or conditions of the Contract; provided that the Subcontractor shall give Prime written notice specifying the State's failure. If within thirty (30) days after receipt of such notice, Prime shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place Prime in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the contract.

5.2 TERMINATION FOR CONVENIENCE

State or Prime may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Subcontractor of such termination or negotiating with the Subcontractor an effective date.

Prime may immediately terminate the Contract at any time if the Client terminates the Contract with Prime

Subcontractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract if Prime is paid by the Client.

5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the applicable statutes to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

7. TASK ORDERING PROCEDURES

- 7.1 Task Assignments shall be developed by the Parties for each specific project. PRIME shall hold verbal discussions with the SUBCONTRACTOR to develop a mutually agreed upon Task Assignment Statement of Work. Task Orders may be Firm Fixed Price (FFP) or Time and Materials (T&M) type.
- 7.2 Changes to the Task Assignments shall be made in writing.
- 7.3 Deliverables shall conform to the technical requirements and time schedules set forth in the Task Assignment.

8. TIME AND MATERIAL RATES

- 8.1 The personnel and their hourly rates associated with services provided under this Agreement shall be detailed in Appendix "E".
- 8.2 Subcontractor will be responsible for all performance penalties to the extent that it is the cause of the failure to perform. In this regard, all pay reductions will be reduced from pay to Subcontractor.

9. **INVOICES**

- 9.1 SUBCONTRACTOR shall submit a separate invoice for each Task Order. All invoices under this agreement shall be submitted electronically to PRIME's Project Manager designated herein.
- 9.2 SUBCONTRACTOR shall submit invoices by the tenth (10th) day of each month following the month in which the Services were performed.

- 9.3 SUBCONTRACTOR agrees to maintain separate records of expenses (other direct charges) separately charged for services rendered as required for SUBCONTRACTORs in the Prime Contract agreement.
- 9.4 Each invoice shall contain the following certification signed by an authorized representative of the SUBCONTRACTOR:
 - "I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement."
- 9.5 SUBCONTRACTOR shall be paid within thirty (30) days of PRIME's receipt of payment from the Client for SUBCONTRACTOR's services. Each invoice shall contain all invoice data required in the prime contract as it relates to the Services. No payment will be made unless PRIME receives payment for SUBCONTRACTOR's services from Client.

10. **NOTICE**

- 10.1 Contractor's Project Manager, _______, or his/her designee, is the only representative of PRIME who is authorized to approve changes in the Services or approve any change to the payment terms or amounts. Such changes made by SUBCONTRACTOR without written authorization by PRIME's Project Manager shall be performed at SUBCONTRACTOR's sole risk and expense.
- 10.2 Invoices and shall be submitted to the Project Manager and all questions concerning payment of invoices shall be referred to the Project Manager.
- 10.3 Notice given by any party shall be in writing and shall be deemed given when actually received as shown by the United States Postal Service, postage prepaid, return receipt requested, or with a commercial courier service for overnight delivery.

Contractor:

SUBCONTRACTOR:

Hammerman & Gainer, Inc. 1010 Common St. Suite 2600 New Orleans, LA 70112

11. ENTIRE AGREEMENT

11.1 Both parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms, and further agree that it and the named attachments is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

12.	Rules	of Professional Conduct: Independent Judg	gment/Conflict of Interest
	12.1	ment shall be conducted by attorneys and the Conduct for the State of Louisiana. Under the are not the clients of the SUBCONTRACT ship. SUBCONTRACTOR's attorneys are ment regarding the provision of services to the TRACTOR is responsible for identifying and	services provided under this Agree- neir staff governed under the Rules of Professional this Agreement, the State of Louisiana and PRIME TOR within the scope of an attorney-client relation- responsible for exercising their independent judg- the individual clients referred to them. SUBCON- ny conflict of interest which prevents representation ement, SUBCONTRACTOR shall not undertake the State of Louisiana.
	12.2	Scope of Engagement by Client beyond Fun	nding of this Agreement
	or provice the cline engag	Services partner for led under this Agreement. In such instances, the ent regarding the limitation of funding under the ement for such additional services.	services broader than those services the handling attorney shall be responsible for advising this Agreement and the terms and conditions of the PRIME have caused this Agreement to be executed written above.
FOR:	PRIM	E	FOR:
Signat	ture		Signature
Name	(Турес	l or Printed)	Name (Typed or Printed)
Date			Date

APPENDIX A

SUBCONTRACT GENERAL TERMS & CONDITIONS INCORPORATED INTO SUBCONTRACT NO. 12-001

BETWEE	EN Hammerman & Gainer, Inc. ("Contractor")
and	("SUBCONTRACTOR")

1.	WARRANTIES. SUBCONTRACTOR hereby warrants that the Services shall be	e of professional
	quality and performed consistent with generally accepted in the	profession and
	consistent with the standards of ethics and professionalism established by the Louis	siana Bar Association.
	SUBCONTRACTOR warrants that none of the Professional	Services that it will
	provide infringe on any intellectual property rights of any third party. In addition, S	UBCONTRAC-
	TOR warrants that the prices charged hereunder are not in violation of law or regul	lation and that SUB-
	CONTRACTOR's assigned members of the SUBCONTRACTOR are well quality	fied to perform the
	Professional Services. For a warranty period equal to that of	the Prime Contract
	(as defined below), Subcontractor shall promptly correct any defect or deficiency rel	ated to its Services at
	its sole expense. The above warranties shall also extend to PRIME's Prime Contrac	t Client.

- 2. INCORPORATION OF THE PRIME CONTRACT.
 - SUBCONTRACTOR assumes toward PRIME all of the obligations and responsibilities that PRIME assumes toward its Client in the contract between the PRIME and its Client ("Prime Contract"). The Prime Contract is incorporated herein by reference.
- 3. TAXES. Except as otherwise specified herein, the prices for Services shall include all applicable federal, state, local and other taxes.
- 4. CONTRACTOR-SUPPLIED ITEMS. PRIME shall provide to SUBCONTRACTOR such data, site access and other items as are expressly set forth in this Agreement as being provided by PRIME.
- 5. CONFIDENTIAL INFORMATION. All information developed or disclosed by PRIME or its Client under this Agreement shall, unless otherwise stated by PRIME, be deemed to be PRIME's and/or the Client's Proprietary and Confidential Information ("Confidential Information"). Oral communications pertaining to the Services shall be presumed to be Confidential Information unless otherwise indicated by PRIME.

Confidential Information shall not be disclosed by SUBCONTRACTOR to any other person except to its employees who need access to such Confidential Information to the extent necessary to ensure proper performance of the Services and who have agreed to abide by the provisions of this section.

Confidential Information shall not be used by SUBCONTRACTOR for any purpose other than as reasonably necessary for the proper performance of the Services.

SUBCONTRACTOR shall not be liable for disclosure or use of Confidential Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the PRIME; or (3) is required to be released by law or court order (but only after actual prior written notice has been delivered to PRIME).

SUBCONTRACTOR shall return all Confidential Information relating to this Agreement to the PRIME upon request of the PRIME or upon termination of this Agreement, whichever occurs first. This Section shall survive termination of this Agreement.

DELIVERABLES. All documentation, software, ideas and all other material first produced by SUB-CONTRACTOR and paid for directly under this Agreement (collectively, "Deliverables" shall be the sole and exclusive property of the PRIME. Subcontractor agrees that the Deliverables shall be deemed works made for hire and that PRIME shall retain and own all copyright, patent, trade secret, trademark and any other intellectual property right in the Deliverables. If for any reason the Deliverables are not considered works made for hire owned by the PRIME by operation of law, SUBCONTRACTOR hereby irrevocably assigns to PRIME all right, title and interest in the Deliverables. Upon request, SUBCONTRACTOR agrees to execute all written documents necessary for PRIME to establish, preserve or enforce its rights to the Deliverables. SUBCONTRACTOR agrees not to assert and hereby irrevocably waives any moral rights that it may have in the Deliverables. SUBCONTRACTOR hereby irrevocably assigns to PRIME all moral rights in the Deliverables.

Notwithstanding the paragraph immediately above, the PRIME acknowledges that in the course of its performance under the Agreement the SUBCONTRACTOR may use pre-existing products, materials and methodologies proprietary to the SUBCONTRACTOR ("Pre-existing Works"). To the extent SUBCONTRACTOR provides any Pre-existing Works hereunder, SUBCONTRACTOR hereby grants to PRIME a nonexclusive, worldwide, perpetual, irrevocable, paid-up license to prepare and have prepared derivative works of the Pre-Existing Works, and to use, have used, publish, execute, reproduce, transmit, display, perform, transfer, distribute, and sublicense the Pre-Existing Works and such derivative works, in any medium or distribution technology, and to grant others the rights granted herein. Such rights to preexisting Works are limited to fulfilling obligations as required by the Client in a task order issued under this Agreement and will be negotiated on a task order basis.

- 6. CONFLICTS OF INTEREST. SUBCONTRACTOR warrants that neither its entering into this Agreement nor its performance of any Services hereunder will result in an actual or apparent conflict of interest on its part. For purposes hereof, a conflict of interest includes, but is not limited to, circumstances under which SUBCONTRACTOR may become biased with respect to the Services, gain an unfair competitive advantage or otherwise not be in the best interest of the Client with respect to the Services. SUBCONTRACTOR further warrants that it will promptly notify PRIME of any such actual or apparent conflict of interest of which it becomes aware after the execution of this Agreement. Failure of SUBCONTRACTOR to promptly disclose a conflict of interest shall constitute a material breach of this Agreement.
- 8, BRIBES. SUBCONTRACTOR shall not directly or indirectly offer, promise or pay any compensation or give anything of value to any official, agent or employee of any government, governmental agency or political party or any candidate for political office on behalf of or for the benefit of the PRIME or Client.
- 9, LICENSES AND PERMITS. SUBCONTRACTOR warrants that it has or shall, at its sole expense, obtain all licenses, certifications, permits, approvals, inspections and other authorizations required to perform the Services. Inability or failure to obtain such items shall not excuse SUBCONTRACTOR's failure to strictly comply with the terms hereof.

- 10. CONTACTS WITH CLIENT. Except to the minimum extent required in the Prime Contract, SUB-CONTRACTOR shall not communicate with PRIME's Client regarding the Services except as expressly authorized by PRIME.
- 11. SITE CONDITIONS. Subcontractor represents that it has had an opportunity and/or has carefully examined all applicable drawings, specifications, Governmental restrictions, permits and license requirements, and all laws and rules applicable to the work to be done under this Subcontract, has examined the site of the work, its surroundings and the local conditions; has made all investigations based on reasonably available information that are necessary to develop a full understanding of the hazards and difficulties which may be encountered and are likely to impact the cost or schedule to perform the Services; and has special qualifications for performing the Services in strict accordance with the Prime Contract requirements as well as those requirements under this Agreement.
- 12. CHANGES. No change in the Services ("Change" or Changes") shall be made without the express written authorization of PRIME. SUBCONTRACTOR shall make all claims for Changes within ten (10) calendar days of the date that SUBCONTRACTOR knew or should have known of the basis for such claim. Such notice shall clearly state the nature of the asserted Change, the action proposed by the SUBCONTRACTOR to implement the Change and the proposed equitable adjustment in cost and/ or schedule. Out-of-scope services performed by SUBCONTRACTOR without such written authorization from PRIME shall be at SUBCONTRACTOR's sole risk and expense. PRIME may require Changes within the general scope of work of the Services or as required by its Client under the Prime Contract. Subject to PRIME's review of SUBCONTRACTOR's justification, an equitable adjustment, if appropriate, may be made in the Subcontract price and/or schedule. In the event of a dispute relating to a claimed change, the dispute shall be addressed in accordance with the Disputes provisions of this Agreement. Pending final resolution of the dispute, SUBCONTRACTOR shall proceed with the Services as directed by the PRIME.
- 13. EMPLOYEE PERFORMANCE. SUBCONTRACTOR shall immediately remove from performing the Services any employee (including employees of lower tier SUBCONTRACTORs or consultants) that PRIME deems unresponsive, uncooperative or a hindrance to the performance of the Services and shall promptly recommend a suitable replacement for PRIME's approval. Persons so removed shall not be used in the future for the Services without the express written authorization of the PRIME. SUBCONTRACTOR warrants that it will only utilize personnel and lower tier SUBCONTRACTORs who are adequately trained and experienced to properly perform the Services in a safe and efficient manner.
- 14. SEXUAL HARASSMENT. SUBCONTRACTOR, its employees and agents shall not engage in sexual harassment or make lewd or derogatory comments during the performance of the Services or while on the work site. Failure of the SUBCONTRACTOR to take immediate and forceful action to prevent sexual harassment shall subject SUBCONTRACTOR to penalty up to and including termination of this Agreement for cause.

- 15. INSPECTIONS. PRIME or its Client may inspect and otherwise evaluate the Services at any reasonable time and place but such review or approval is for PRIME's sole benefit and shall not relieve Subcontractor from its representations and obligations set forth in this Agreement. If any of the Services fail to meet the requirements hereof, PRIME shall notify Subcontractor of such fact, stating the nature of the deficiency. Subcontractor shall promptly correct any such deficiencies at no additional cost to PRIME. Subcontractor shall maintain complete and accurate working files, including but not limited to, calculations, interpretations, assumptions, estimates, togs, drawings, equipment calibrations and other records pertaining to the Services. Subcontractor shall provide PRIME with unrestricted access to such items and dispose of them only as directed by PRIME. Subcontractor shall strictly comply with all applicable protocols, procedures, specifications and other guidelines or requirements for performing the Services.
- 16. ACCEPTANCE. Acceptance of the Services is conditioned upon final acceptance by PRIME's Client under the Prime Contract. Payments, including final payment, shall not constitute acceptance, nor does any payment or final acceptance release SUBCONTRACTOR from any warranty hereunder.
- 17. DOCUMENTATION. Upon request by PRIME, Subcontractor shall provide legible copies of equipment logs, field notes, research notes, purchase orders, labor logs, lien waivers, proof of payment of lower-tier subcontractors, if applicable, and other applicable supporting documentation with each invoice sufficient to justify the amount claimed in the invoice.
- 18. OF PAYMENT. All payments shall be in United States Dollars (\$US).
- 19. PAYMENT/RELEASE. SUBCONTRACTOR's acceptance of final payment hereunder constitutes a release of all claims and liabilities which the SUBCONTRACTOR may have against the PRIME or Client relating to this Agreement. Such release does not apply to: claims, together with incidental expenses based on the liabilities of the Subcontractor arising out of performance of this Contract.
- 20. LIENS. Subcontractor hereby waives its right to file any lien in connection with the Services and shall not enter into any agreement creating such a right in any other party.
- 21. TERMINATION FOR CONVENIENCE. PRIME may at its sole convenience terminate this Agreement or an individual Task Order issued hereunder, in whole or in part, and require SUBCONTRACTOR to cease performance of the Professional ________ Services. In event of such termination event, SUBCONTRACTOR shall be paid only for the Services properly performed prior to such termination; and for any actual and reasonable costs associated with such termination. Post-termination payments shall be made subject to the terms defined in the Basic Ordering Agreement. SUBCONTRACTOR waives all claims for profits not earned as a result of such termination.
- 22. TERMINATION FOR DEFAULT. PRIME may terminate this Agreement or an individual Task Order issued hereunder, in whole or in part:
 - a) If SUBCONTRACTOR fails to make progress so as to endanger the timely completion of the Professional ______ Services and fails within ten (10) calendar days to initiate appropriate corrective action.
 - b) If any proceeding by or against the SUBCONTRACTOR in bankruptcy or insolvency or appointment of a receiver or trustee or assignment for the benefit of creditors is made

- c) If PRIME notifies SUBCONTRACTOR of specified service or quality problems and SUB-CONTRACTOR fails to cure said problems or make substantive progress towards curing the problems within ten (10) days of receiving notice of the problems;
- d) If SUBCONTRACTOR materially breaches the terms of this Agreement, and such breach is incapable of remedy, or is not remedied within ten (10) days of receiving notice of such breach.

In event of such termination event, SUBCONTRACTOR shall be paid only for the Professional

Services properly performed prior to such termination and post-termination payments shall be made subject to the terms defined in the Basic Ordering Agreement.

- 23. STOP-WORK. Notwithstanding any other provision hereof, PRIME may, by notice to SUBCON-TRACTOR, suspend all or any portion of the Services. SUBCONTRACTOR shall stop all such Services immediately upon receipt of PRIME's stop- work order and shall promptly resume the Services after receipt of direction from the PRIME to proceed. Stop-work orders issued for conditions or circumstances unrelated to the SUBCONTRACTOR's fault or negligence shall result in a reasonable adjustment in the contract schedule. Stop Work orders issued for conditions unrelated to the SUBCONTRACTOR's fault or negligence shall result in a reasonable adjustment in the contract schedule and fee.
- 24. INDEMNIFICATION. SUBCONTRACTOR shall defend, indemnify and hold the Client, PRIME, PRIME's subsidiaries, affiliates, directors, officers, agents and employees, and each of them harmless against any injury, death, damages, suit, claim or other loss ("Loss"), including expenses and actual attorneys fees, arising from or related to personal injury, death, damage to real or tangible property, or intellectual property infringement caused by SUBCONTRACTOR's negligence or willful misconduct related to the Services provided under this Agreement.

The obligations under this section 24 shall survive termination of this Agreement.

- 25. INSURANCE. During the term hereof, SUBCONTRACTOR shall maintain the minimum insurance coverage specified in Appendix C Prime Contract Terms and Conditions.
- 26. REMEDIES. For any Deliverable or Service that is not accepted by the PRIME and / or the Client, the SUBCONTRACTOR shall re-perform. If SUBCONTRACTOR is unable to perform as warranted, or performs untimely, the SUBCONTRACTOR shall be liable for all related damages or penalties assessed by the Client.

In no event shall the PRIME be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under this Agreement, even if advised of the possibility of such damages.

If any claims made or penalties imposed by the Client against the PRIME based on the SUBCONTRACTOR's performance hereunder, SUBCONTRACTOR shall indemnify and hold the PRIME harmless from any Loss caused by such a claim made by the Client against the PRIME based on SUBCONTRACTOR's performance hereunder.

27. DISPUTES. Should any dispute arise between PRIME and Subcontractor relating to this Agreement, pending any decision, appeal, suit or claim pursuant to this Agreement, the Subcontractor shall proceed diligently with the Services.

- 28. INDEPENDENT CONTRACTOR. For purposes hereof, SUBCONTRACTOR is an independent PRIME, and shall not be deemed to be an employee or agent of PRIME. SUBCONTRACTOR shall indemnify and hold PRIME harmless against all liability and loss resulting from SUBCONTRACTOR's failure to pay all taxes, contributions, fees and other amounts imposed by any government under employment insurance, social security and income tax laws, and with respect to any injury or loss, including death, of any of SUBCONTRACTOR's employees.
- 29. ASSIGNMENT/SUBCONTRACTING. SUBCONTRACTOR shall not assign this Subcontract nor any rights or obligations herein, nor subcontract any of the Services, without PRIME's prior written consent. SUBCONTRACTOR shall remain liable to PRIME for all obligations and liabilities set forth in this Agreement without regard to whether SUBCONTRACTOR directly performs the services or delegates performance to lower tier SUBCONTRACTORs or consultants.
- 30. PUBLICITY AND PUBLICATIONS. SUBCONTRACTOR shall obtain PRIME's written approval prior to the release of any publicity, publication or information of any nature in connection with this Subcontract.
- 31. ORDER OF PRECEDENCE. In the event of a conflict in the terms and conditions of the contract documents, the following order of precedence shall apply:
 - A) Prime Contract Terms and Conditions between Prime and Client
 - B) Basic Ordering Agreement between Prime and Subcontractor
 - C) Task Orders
 - D) General Terms and Conditions (Appendix A)
 - E) Fee Schedule
 - F) Other contract documents
- 32. REMEDIES AND NON-WAIVER. Failure of PRIME to insist upon strict conformance with the provisions of this Agreement shall not constitute a waiver of any of the provisions hereof. Except as otherwise expressly stated herein, the remedies provided herein shall be non-exclusive and in addition to any other remedies in law or equity. Any waiver must be in a writing designated as such and signed by PRIME, and shall be applicable only to the extent set forth therein.
- 33. COURSE OF DEALING. No course of dealing between the parties hereto nor failure by the PRIME at any time, or from time to time, to enforce any term or condition of this Agreement or of a work order shall constitute a waiver of such term or condition, nor shall such course of dealing or failure affect such term or condition in any way or the right of the PRIME at any time to avail itself of such remedies as it may have for any breach of such term or condition.
- 34. SEVERABILITY. The invalidity of any provision hereof shall not affect the validity of any other provisions or this Agreement as a whole.
- 35. COMPLIANCE WITH LAW. SUBCONTRACTOR shall indemnify PRIME for any liability, penalty or other loss incurred or imposed by reason of a violation or asserted violation by SUBCONTRACTOR of laws applicable to the Services. SUBCONTRACTOR shall comply with all laws applicable to SUBCONTRACTOR, including without limitation, the Fair Labor Standards Act of 1938, laws relating to equal employment opportunity, utilization of small business concerns and small disadvantaged business concerns, employment of the handicapped, employment of veterans of the Vietnam era and to the environment.

SUBCONTRACTOR shall immediately notify the PRIME of any asserted violations of applicable law by the SUBCONTRACTOR or its lower-tier SUBCONTRACTORs or consultants; a previously undisclosed release or threatened release of a Hazardous Substance; a governmental inspection or request for information related to the Services; or the discovery of any condition or circumstance likely to impair the ability of the SUBCONTRACTOR to properly perform the services within the established budget and schedule.

- 36. DRAFTING PARTY. Each party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both parties.
- 37. GOVERNING LAW. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the Louisiana without regard to Louisiana's conflict of laws principles. Both parties unless prohibited by law hereby consent to personal jurisdiction and venue in the courts of Orleans Parish, or a federal court located in Louisiana if any Suit is brought under the terms of or relating to this Agreement.
- 38. NO AGENCY. Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or on behalf of the other.
- 39. CAPTIONS. The Captions and headings of this agreement are intended for convenience and reference only, shall not affect the construction or meaning of this Agreement
- 40. ENTIRE AGREEMENT. The parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof, and contains the entire agreement of the parties. No modification or other change to this Subcontract shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.
- 41. FEDERAL LAW. The parties acknowledge that all work performed under this Agreement and any Task Orders issued as a result of this Agreement are subject to strict compliance with Federal Law.

Appendix B to Hammerman & Gainer, Inc., ("Contractor") Basic Ordering Agreement No. 12-001

NTRACTOR")
services to applicants of imple- gram and potentially expand those services programs occurring as a result of past and may include:
3

Appendix C to Hammerman & Gainer, Inc., Basic Ordering Agreement No. 12-001

Prime Contract Terms Incorporated by Reference

The Parties agree that the following sections are incorporated into the above service agreement for subcontractors by reference. Further, the parties agree that for all sections below, "Contractor" will apply to "Subcontractor" in this agreement.

3.4 SECURITY

Contractor's personnel and subcontractors will always comply with any applicable security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. The State is responsible for providing written copies of the State's security regulations to the Contractor. Contractor is responsible for reporting any known breach of security to the State promptly.

3.6 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are
confidential and Contractor agrees that they shall not be made available to any individual or organization with-
out the prior written approval of the New Jersey This does not extend to information that was ob-
tained from the public domain such as public agencies or sources of information available to the general public.
Under no circumstance shall the Contractor discuss and/or release information concerning this project without
prior express written approval of New Jersey

The obligations under Section 3.6 and its Subsections shall survive the termination or expiration of the Contract.

3.6.1. CONFIDENTIAL INFORMATION OF APPLICANTS

All information (including, but not limited to, an applicant's photograph, photographic likeness, and thumb scan image) acquired by the Contractor or its Subcontractors, from whatever source, relating to individual ap-

plicant's application and related processing for any grant, or other program administered under this Contract ("Confidential Applicant Data") shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the State by the Contractor in its performance of this Contract.

Other than as directed in writing by the State, only the Contractor's employees and Subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in Section 3.6.2. below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

3.6.2. STATE'S PROCEDURAL REQUIREMENTS

The State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from Open Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the Contractor's own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of use. The Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, the Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 3.6 and the Subsections thereof. The obligations under Section 3.6 are in addition to, and not in place of, the items outlined under Attachment I Scope of Services.

3.6.3. DUTIES TO MONITOR AND REPORT SECURITY BREACH OR UNAUTHORIZED RELEASE, USE OR RELEASE OF INFORMATION

The Contractor and its Subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. The Contractor and its Subcontractors shall provide State Project Director and State Program Manager immediate notification (not more than 24 hours) of the Contractor's awareness of any security incident ("Security Incident") involving Confidential Information. The reference to Security Incident herein may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Information or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized use or disclosure, whether intentional or otherwise, of Confidential Information.

In the event of unauthorized access to or disclosure of information, the Contractor, as well as any Subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable state or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Data.

3.6.4. THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION

_____ service fees of law firms associated with this Section may not be "marked up" by the Contractor as it is against the law for a non-law firm to share in _____ fees.

3.6.5. SUBCONTRACT AGREEMENTS

The Contractor shall require agreements with all Subcontractors include the provisions of Section 3.6 and its Subsections. NEW JERSEY ______ shall be provided copies of such Subcontractor agreements upon request.

3.6.6. NON-CONFIDENTIAL DATA AND DATA OBTAINED FROM THIRD PARTIES

In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, the Contractor and Subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Data may be obtained from insurance companies and other third parties.

3.6.7. LIMITATIONS ON COPYING: DELIVERY OF CONFIDENTIAL INFORMATION TO THE STATE; DESTRUCTION OF DATABASE; OBLIGATIONS AGAINST USE AND DISCLOSURE

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the State. The Contractor and Subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with Section 29 of the Contract, as between the Contractor and the State, all Confidential Information is deemed to be the property of the State.

Upon termination of expiration of the Contract, all databases and other storage media containing Confidential Applicant Data shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. The Contractor and Subcontractors shall not keep any copies of the Confidential Applicant Data in any

forth above.

medium format; upon delivery of the Confidential Applicant Data to the State under this provision, the Contractor and applicable Subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by SPD and SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

3.7 CONTRACTOR PERSONNEL
The Contractor represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with
the NEW JERSEY Contractor shall submit an organizational chart to the NEW JERSEY detailing the identity of each person (whether employed by Contractor or a Subcontractor)
who shall perform any services required under this Agreement or otherwise work on the Program pursuant to this Agreement. Contractor shall not allow any person who is not on the organizational chart and approved by NEW JERSEY to perform any services required under this Agreement or otherwise work on the Program. Any person, even if an employee of the Contractor or any Subcontractor, who is not identified on the organizational chart and approved by the NEW JERSEY to be on the organizational chart shall be deemed not to be a person with a defined need to know (established in the written protocols and procedures specified in Section 3.6.2 above), and shall neither be provided any Program information or applicant data protected from disclosure under this Agreement, nor provided access to State facilities that are not accessible to the general public, unless the SPM authorizes in writing with original signature the identity of the Contractor's employee or Subcontractor's employees and limits of information or access that shall be made available.
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.
Background Check
The Contractor must, at its expense, arrange for a background check for each person who will be working on the Program through the Contractor (identified on the organizational chart submitted to the State for approval, which may include but is not necessarily limited to Contractor's employees or independent contractors, as well as the employees of any other company working through Contractor as a Subcontractor or otherwise). Contractor shall submit to NEW JERSEY for approval the Contractor's Background Check Procedure to include the type of background checks to be conducted, the definition of what constitutes a "finding" that must be reported by Contractor, and the procedures for certification and reporting to NEW JERSEY Upon approval of the procedures, Contractor shall conduct background checks required by this provision in accordance with the procedures approved by NEW JERSEY
Provident in accordance with the procedures approved by 11211 June 21
The State may require, at its expense and at its discretion, an updated background check under the process set

Drug Screening

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its Subcontractor, who will be working on the Program and for whom a background check is required as set forth above. The Contractor must provide written confirmation that the drug tests have been conducted and no "findings" resulted.

Finding: No person may be eligible to work on the Program if the person has been convicted in any jurisdiction of any of the following offenses within ten years prior to the date on which the person begins working on the Program, or less than ten years has elapsed between the date on which the person begins working on the Program and the successful completion or service of any sentence, deferred adjudication, or period of probation or parole for any of the following:

- Any felony
- Acts related to dishonesty, embezzlement, stealing or fraud whether a misdemeanor or felony

Note: The "Finding" criteria is consistent with Louisiana State Police's strict regulations per La. R.S. 27:310.

8 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the New Jersey Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Contractor and all Subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

17 DOCUMENTATION AND RECORD KEEPING

Contractor shall maintain all records required by the Federal regulations specified in 44 CFR §13.42, 24 CFR §570.506, 24 CFR §570.402, 24 CFR §84.21, and/or 24 CFR §85.21 that are pertinent to the activities to be funded as proposed.

Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after final contract payment. The Contractor is responsible for having all Subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after final contract payment.

18 PROHIBITED ACTIVITY

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all Subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

18.1 HATCH ACT

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324¬7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained in 44 CFR§ 13.36, 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Agreement or in any activity or benefit, which is part of this Agreement.

However, upon written request of Contractor, the State may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

20 LABOR STANDARDS

For the CDBG Programs: Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act {29 CFR Part 3}, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

For the FEMA Programs: Contractor shall agree to comply with the requirements of 44 CFR § 13.36 (1(i) to 6(i)), as it pertains to Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon (40 U.S.C. 276a to 276a-7), § 103 and 107 of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

21 ENVIRONMENTAL CONDITIONS

For CDBG Programs: Contractor shall comply, insofar as they apply to the performance of this agreement, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58 (for CDBG Programs). Contractor shall also comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B; and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470). In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition and construction purposes.

For FEMA Programs: Contractor shall comply, insofar as they apply to the performance of this agreement, with all applicable environmental standards, orders or regulations issued pursuant to

FEMA Environmental Review Procedures, 44 CFR Part 10 (for FEMA Programs). Contractor shall also comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (h) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§127I et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

22 HISTORIC PRESERVATION

Contractor shall assist the Office of Community Development in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

23 UNIFORM RELOCATION ACT

Will comply, or has already complied, with the requirements of Titles II and HI of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

24 CLOSE-OUTS

Contractor shall agree to comply with the requirements of 44 CFR § 13.50 and 44 CFR § 13.42 (FEMA) and/ or 24 CFR §570.509 (CDBG) for project closure. Contractor's obligation to New Jersey ______ shall not end until all close out requirements are complete. These may include but are not limited to:

- 1. Final performance or progress report
- 2. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)
- 3. Final request for payment (SF 270) (if applicable)
- 4. Invention disclosure (if applicable)
- 5. Federally-owned property report
- 6. Disposing of program assets

25 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only. Throughout the effective period of this Contract, Contractor shall provide certificates of insurance to the State which evidence compliance with the requirements of this Section.

- A. Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required for the Subcontractor has been obtained and approved. Said policies shall not hereafter be canceled or allowed to expire without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide. Changes to the policies may be made with the State's prior knowledge and consent so long as the policies remain in compliance with the provisions required under this Section.
- B. Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all Subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.
- C. Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any Subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract,

whether such operations be by himself or by a Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contactor or his Subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of Five Million Dollars (\$5,000,000).

- D. Professional Liability Insurance: The Contractor shall maintain during the life of the Contract such Professional Liability Insurance which shall protect it, the NEW JERSEY _______, and any Subcontractor during the performance of work covered by the Contract from claims for damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from the professional services provided by Contractor or its Subcontractor pursuant to this Agreement. In the absence of specified regulations, the amount of coverage shall be as follows: Professional Liability Insurance: Combined single limits of no less than \$1,000,000.
- E. Insurance Covering Special Hazards: Special hazards as defined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
- F. Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of Two Million Dollars (\$2,000,000) per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
- G. Subcontractor's Insurance: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Crime Insurance, which incorporates fidelity bond insurance: The Contractor or any Subcontractor involved in the handling of State, HUD, FEMA funds shall be required to maintain Commercial Crime Insurance in the amount of not less than Five Million Dollars (\$5,000,000). Such insurance shall provide coverage for claims due to employee dishonesty forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall include the State as a joint loss payee as its interests may appear. Evidence of insurance shall be in the form of a standard ACORD form certificate of insurance. Upon request, the State reserves the right to obtain a certified copy of the applicable insurance.

25.1 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages — The State, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out

of activities performed by or on behalf of the Contractor products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the State, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the State, its officers, officials, employees, Boards and Commissions or volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- B. Workers' Compensation and Employers Liability Coverage The insurer shall agree to waive all rights of subrogation against the State, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the State.
- C. All Coverages Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the State.
- D. Verification of Coverage. The Contractor and each Subcontractor shall furnish the State with standard ACORD form certificates of insurance affecting coverage required by this clause and listing the State as an additional insured or loss payee where applicable. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State may upon written request, examine but not copy complete versions of all required insurance policies.
- E. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the State. At the option of the State, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions for the State of Louisiana, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. For purposes of this Contract, the Contractor may carry deductibles in the amount for \$250,000 or less.

26 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

The work to be performed under this contract 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.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 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 CFR 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 CFR part 135.

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 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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 contract. 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 contract 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).

27 APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

28 DRUG-FREE WORKPLACE REQUIREMENT

Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 24 CFR part 24, subpart F.

29 OWNERSHIP OF DOCUMENTS

All records, reports, documents, or other material or data, including electronic data, related to this Contract
and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of th
source of information included therein, kin connection with performance of the Services Contracted for herein
shall become the property of the NEW JERSEY, and shall, upon request, be returned by
Contractor to the NEW JERSEY at termination or expiration of this Contract. Cost incurred
by Contractor to compile and transfer information for return to the NEW JERSEY shall be
billed on a time and materials basis, is subject to the maximum amount of this Contract. Software and other
materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and
remain the property of Contractor. The NEW JERSEY will provide specific project informa-
tion to Contractor necessary to complete Services described herein.
All records, reports, documents and other material delivered or transmitted to Contractor by the NEW JER-
SEY shall remain the property of the NEW JERSEY and shall be returned
by Contractor to the OCD, upon request, at termination, expiration or suspension of this Contract.

30 DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

31 ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24 and 44 CFR part 17.

32 LEGAL AUTHORITY

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the Contractor is obligated to perform under this Agreement.

33 ENERGY EFFICIENCY

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its Subcontractors. The New Jersey ______ will provide such standards and policies to Contractor as a pre-condition of this stipulation.

34 COVENANT AGAINST CONTINGENT FEES

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

35 CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The Contractor agrees to immediately notify

the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

36 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

37 ENTIRE AGREEMENT CLAUSE

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

38 ORDER OF PRECEDENCE

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

42 SAFETY

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

43 COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this Con-
tract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced
as a result of this Contract that might be subject to copyright shall be the property of the NEW JERSEY
and all such rights shall belong to the NEW JERSEY

44 PROVISION 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 request of either Party the Contract shall forthwith be amended to make such insertion or correction.

45 NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

46 ADVERTISING

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the Division of Administration. t hider no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

47 ATTORNEY GENERAL'S RIGHT TO REVIEW

The State and Contractor acknowledge and agree that the New Jersey Department of Justice has the right to review all records. reports, worksheets or any other material of either party related to the _______ services provided under this Contract. The State arid Contractor further agree that they or either of them will furnish to the New Jersey Department of Justice, upon request. copies of any and all records, reports_ worksheets, bills, statements or any other material of Contractor, sub contractors or State related to this contract.

Appendix D to Hammerman & Gainer, Inc., ("Contractor")
Basic Ordering Agreement No. 12-001
Conflict of Interest/Business Ethics Agreement
("Subcontractor")
PRIME and the Subcontractor hereby agree as follows:

1. Conflict of Interest.

- 1.1 The Subcontractor hereby agrees that it will not undertake any work on behalf of any of its management, employees, subcontractors, independent PRIMEs or agents in connection with claims or potential claims against the PRIME and/or its management and employees ("Contractor Parties") and which are related to or arise out of the performance of the Program Services ("Program-related Claims").
- 1.2 The Subcontractor agrees that in the event a Conflict of Interest exists, none of its management, employees, subcontractors, independent PRIMEs or agents shall, in furtherance or support of any Program-related Claim, be permitted to utilize any contacts or position with the Subcontractor or any information or other resources available to the Subcontractor as a result of the performance of the Services.
- 1.3 Subcontractor agrees to undertake a continuing obligation to disclose to the PRIME any actual, apparent, or potential Conflict of Interest relating to the Subcontractor's performance of the Services and will diligently seek to identify any potential organizational Conflicts of Interest that Subcontractor may encounter during the performance of the Services. The Subcontractor agrees to notify the PRIME immediately in writing upon receiving knowledge that a Conflict of Interest exists or may exist. Such notification will include a description of the Conflict of Interest and the Subcontractor's proposal to resolve it.
- 1.4 The PRIME agrees that, in the event there is a Conflict of Interest with respect to the PRIME and any of the Subcontractor's management, employees, subcontractors, independent PRIMEs or agents, such management, employee, subcontractor, independent PRIME or agent shall be permitted to assist the Subcontractor in the performance of Services hereunder to the extent that such assistance shall not conflict with the Subcontractor's obligations and ability to perform the Services.
- 1.5 Contractor and Subcontractor recognize and acknowledge that some of their management, employees, subcontractors, independent PRIMEs and agents will, in their individual, personal capacities, have Program-related Claims which may arise and which are potentially adverse to the interests of PRIME. Subject to the limitations and restrictions set forth in this Agreement, including the prohibitions against the use of Subcontractor personnel and resources in support of such claims, the PRIME and Subcontractor recognize and acknowledge the right of such individuals to pursue such claims.

2. Existence of Conflict.

2.1 In the event a Conflict of Interest exists and becomes known to the Subcontractor, the Subcontractor shall promptly notify the PRIME of such Conflict of Interest and the Parties shall attempt to resolve the Conflict of Interest on such terms and in such a manner as can reasonably be agreed between the Parties. If the Parties are unable to reach an agreement resolving such Conflict of Interest to the reasonable satisfaction of the PRIME, the PRIME reserves the right to terminate the Agreement.

2.2 In the event the Subcontractor fails to timely disclose a Conflict of Interest in accordance with Section 1.3, the PRIME may:

Declare the Subcontractor to be in default of its obligations under the Agreement and seek appropriate remedies; terminate the Agreement; and/or seek damages.

No failure by the PRIME to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any order or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by this Agreement or applicable law.

- 3. Compliance with Laws, Governmental Approvals and Policies.
- 3.1 In connection with the performance of the Services, the Subcontractor agrees to comply in all respects with any and all statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, mandates, directives, codes, standards or guidelines (to the extent such are mandatory), policies (to the extent such are mandatory) or requirements, or any similar form of decision of or determination by, or any interpretation or administration of, any of the foregoing (collectively, "Laws") by any central, national, federal, state, provincial, regional, municipal, or local government, any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity having jurisdiction over the Subcontractor or the Services, whether now or hereafter in effect.

Subcontractor and its management, employees, subcontractors, independent PRIMEs and agents will at all times strictly obey, abide and comply with any and all Laws applicable to this Agreement. The Subcontractor will, and will use its best efforts to cause its management, employees, subcontractors, independent PRIMEs and agents to, at all times strictly obey, abide and comply with any and all clearance, authorization, consent, approval, license, lease, ruling, permit, certification, exemption or registration, including without limitation those necessary, appropriate or applicable to Services performed hereunder (collectively, "Governmental Approvals). The Subcontractor agrees to immediately notify the PRIME if potential violations of any Laws or Governmental Approvals arise at any time during the term of this Agreement.

- 3.2 Without limiting the foregoing obligation, and to the extent applicable to this Agreement, the Subcontractor will, and will use its best efforts to cause its management, employees, subcontractors, independent PRIMEs and agents to, comply with the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, et seq.).
- 4. Indemnification. The Subcontractor shall, and does hereby indemnify, defend and hold harmless each of the PRIME Parties from and against any and all liabilities, claims, demands, debts, damages, fines, penalties, losses, causes of action, suits, expenses and costs of any nature whatsoever (including but not limited to court, arbitration and attorney's costs and fees) suffered by the PRIME and directly or indirectly arising out of or incurred as a result of the failure of the Subcontractor and/or its management, employees, subcontractors, independent PRIMEs or agents to comply with the provisions of this Agreement.
- 5. Survival. The provisions of Section 3 and Section 4 of this Agreement shall survive the termination or expiration of this Agreement.
- 6. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Louisiana without regard to principles of conflicts of laws.

- 7. Entire Agreement. This Agreement sets forth the entire agreement of the Parties with respect to the matters which are the subject hereof, and supersedes all agreements, understandings and communications between the Parties related to the subject matter hereof. This Agreement may be modified only by written amendment, duly executed by both Parties hereto.
- 8. Enforceability. Should any one or more of the provisions of this Agreement be determined to be il______ or unenforceable as to one or both of the Parties hereto, all other provisions nevertheless shall remain effective and binding on the Parties hereto.
- 9. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the PRIME and the Subcontractor and their respective successors and assigns.
- 10. Counterparts. This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

Appendix	E to	Hammerma	an &	Gainer,	Inc.,	("Contra	actor")
• •	Basic	Ordering A	Agree	ment N	lo. 12	-001	

_____. ("SUBCONTRACTOR")

Personnel and Rates

TEAMING AGREEMENT

Between

[[Formal Company Name]]

and

Hammerman & Gainer, Inc.

This TEAMING AGREEMENT, effective upon signature by both parties, is entered into by and between [[Formal Company Name]], hereinafter referred to as [[Company]], a ["corporation type"] having a place of business at ["company address"], and Hammerman & Gainer, Inc., hereinafter referred to as HGI, a Louisiana corporation, located and doing business at 1010 Common Street, Suite 2600, New Orleans, Louisiana, 70112.

WITNESSETH:

WHEREAS, [[Company]] and HGI will be providing products and services, as described in Exhibit A, to ["insert customer here"] (hereinafter referred to collectively and/or separately as Customer), the purpose of which is to fulfill the scope of the project, as described in Exhibit B (hereinafter referred to as Project).

WHEREAS, the expertise and capabilities possessed by [[Company]] and HGI are complementary;

WHEREAS, [[Company]] and HGI desire to work together to obtain a contract from Customer; and

WHEREAS, [[Company]] and HGI desire that any resultant contract from Customer be shared based on the expertise and capabilities that [[Company]] and HGI each possess.

NOW THEREFORE, to effectuate the foregoing recitals, which are expressly incorporated into the body of this Teaming Agreement, and in consideration of the premises, covenants and conditions contained herein, [[Company]] and HGI do hereby agree as follows:

1. PURPOSE OF TEAMING AGREEMENT

The purpose of this Teaming Agreement is to set forth the terms and conditions of the shared arrangement between [[Company]] and HGI to obtain a contract from Customer.

2. SCOPE OF THE TEAMING AGREEMENT

a. This Teaming Agreement shall apply to the Project for Customer.

- b. This Teaming Agreement shall not confer any right or impose any obligation or restriction on [[Company]] or HGI with respect to any other effort at any time undertaken which does not pertain to the Project.
- c. This Teaming Agreement shall not preclude [[Company]] or HGI from independently soliciting or accepting any contract or subcontract not related to the Project.
- d. This Teaming Agreement shall not limit the rights of [[Company]] or HGI to independently promote, market, sell, lease, license, or otherwise dispose of its services or products apart from the Project.
- e. This Teaming Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the prior written consent of the other party.

3. RELATIONSHIP OR THE PARTIES

- a. During the term of this Teaming Agreement, [[Company]] and HGI agree to work together in good faith to obtain a contract for the Project as defined herein.
- b. This Teaming Agreement does not constitute, create, or give effect to a partnership, joint venture, or any other type of formal business entity. [[Company]] and HGI are independent contractors. Neither is the agent of the other and neither may bind the other.
- d. Neither party shall issue a news release, public announcement, advertisement, statement in an annual report, or any other form of publicity concerning efforts in connection with this Teaming Agreement without obtaining prior approval from the other party, except as may be required in reports filed pursuant to Federal securities regulations. In the event such approval is granted, any resulting publicity shall give due consideration to the role and contributions of the other party. Neither party shall be precluded from revealing the contents of this Teaming Agreement to any U.S. or other governmental entity.
- e. During the term of this Teaming Agreement each party will bear the respective costs, risks, and liabilities incurred by it as a result of its activities and obligations, except as specified in future agreements. Neither party shall have any right to any reimbursement, payment, nor compensation of any kind from the other party during the term of this Teaming Agreement for efforts related to the Project, except as specified in future agreements.
- f. During the term of this Teaming Agreement and any resultant contract between the parties to the Agreement and for a period of one year after the expiration or other termination of such Agreement, the parties agree that neither shall solicit any technical or professional employee of the other party assigned to work on the Project, without written prior approval of the party whose employee is being considered for employment.
- g. Inventions shall remain the property of the originating party. In the event of joint inventions, the

parties shall establish their respective rights by means of a separate written agreement. In this regard, it is recognized and agreed that the parties may be required to and shall grant licenses or other rights to Customer to inventions, data, and information under such standard provisions which may be contained in the prime contract contemplated by this Teaming Agreement, provided, however such license or other rights shall not exceed those required by said contract.

h. This Teaming Agreement shall be governed by and interpreted under the laws of the State of Louisiana, Parish of Orleans.

4. PERFORMANCE

- a. Each party will act in good faith and exert its best efforts to obtain a contract for the Project with Customer.
- b. [[Company]] and HGI will recognize and identify the other in any proposal or other response to Customer.
- c. [[Company]] and HGI will act in good faith and exert its best efforts to obtain approval to include the other in the Project.
- d. [[Company]] and HGI will advise the other of changes in the Project, which affect the other.
- e. In the event [[Company]] or HGI is awarded a contract for the Project, [[Company]] and HGI agree to negotiate in good faith and proceed in a timely manner to execute a mutually acceptable agreement for the work to be performed by each. Without restricting the terms and conditions of the agreement, the contemplated agreement will contain provisions passing down those terms and conditions of the contract order to comply with such prime contract. The agreement will be negotiated at a fair and reasonable price(s). Further, price consideration for the work going to be performed will be based on the parties' ability to perform the services requested and negotiations with the Customer. It is understood between [[Company]] and HGI that any such agreement may be subject to the approval of the Customer regardless of the provisions hereof.

5. TERMS OF TEAMING AGREEMENT

This Teaming Agreement shall be effective upon signature by both parties. It shall terminate effective upon the earliest occurrence of any of the following:

- a. Written agreement of both parties to terminate this Teaming Agreement.
- b. The expirations of two (2) years from the effective date of this Teaming Agreement, except that this Teaming Agreement may be extended by written agreement of both parties.
- c. The failure of either [[Company]] or HGI to provide timely and acceptable input for the Project; provided however, that written notice is given to the officer of each party identified in paragraph 6.

- d. Written notice from Customer that the Project has been canceled or that the Project has been changed to eliminate all or substantially all of the work contemplated for either [[Company]] or HGI.
- e. Inability of [[Company]] or HGI to successfully negotiate rates acceptable for the work contemplated for the other.
- f. Award of contracts for the Project to a party other than [[Company]] or HGI.
- g. The written refusal of the Customer to approve [[Company]] or HGI as a Contractor or Subcontractor.
- h. The execution of an agreement between the parties for the Project.
- i. The commencement, voluntary or involuntary, of proceedings in reorganization or bankruptcy for one of the parties, including filing under chapter 7 or 11 of the U.S. Bankruptcy Code.
- j. The debarment or suspension of one of the parties by the U.S. Government.
- k. The failure of the parties to reach agreement on an agreement after a reasonable period of good faith negotiations; provided, however, that such good faith negotiations include the participation of a senior management officer for each party.

6. NOTICES

Any notice or written submission required or permitted shall be directed to the specific person designated below to represent the Contractor and the Subcontractor. Communications which are not properly directed to the persons designated shall not be binding. The individuals designated below shall be the only individuals eligible to receive any and all written notices under this Teaming Agreement.

Company Name [[Company]] HGI

Contact Person "Name"
Title "Title"

Address 1 1010 Common St.

Address 2 Suite 2600

City, State, Zip New Orleans, LA 70112

7. PROPRIETARY DATA

a. The parties anticipate that under this Teaming Agreement it may be necessary for either party to transfer to the other information of a proprietary nature. All information transferred shall be considered proprietary to the company of origin, unless specifically noted otherwise.

- b. Each of the parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the Program and efforts identified herein.
- c. Neither party shall make any reproduction, disclosure, or use of such proprietary information except as follows:
 - 1. Such data furnished by [[Company]] or HGI may be used by the other in performing its obligations under this Teaming Agreement.
 - 2. Such data may be used in accordance with any written authorization received from the disclosing party.
- d. The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and neither party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:
 - 1. If the information has been developed independently by the party receiving it, or has been lawfully received from other sources, including the U.S. Government, provided such other source did not receive it due to a breach of this Teaming Agreement or any other agreement.
 - 2. If the information is published by the party furnishing it or is disclosed by the party furnishing it to others, including the U.S. Government, without restriction, or it has been lawfully obtained by the party receiving it from other sources, including the U.S. Government, or such information otherwise comes within the public knowledge or becomes generally known to the public.
 - 3. If any part of the propriety information has been or hereafter shall be disclosed in a United States patent issued to the party furnishing the proprietary information hereunder, after the issuance of said patent, the limitations on such proprietary information as is disclosed in the patent shall be only that afforded by the United States Patent Laws.
- e. Neither the execution and delivery of this Teaming Agreement, or the furnishing of any proprietary information by either party shall be construed as granting to the other party either expressly, by implication, estoppels, or otherwise, any license under any invention or patent, hereafter owned or controlled by the party furnishing same.
- f. Notwithstanding the expiration of the other portions of this Teaming Agreement, the obligations and provisions of this paragraph shall continue for a period of two (2) years from the expiration or other termination of this Teaming Agreement.

8. CHANGES

Any modification or amendment to this Teaming Agreement shall be agreed to in writing by both parties.

9. ENTIRE AGREEMENT

This Teaming Agreement, including attachments, constitutes the entire, complete and final understanding and agreement between the parties and supersedes any prior oral or written agreements with respect to the Program. Each party covenants that there is no agreement between itself and any other person, firm, or corporation, which would cause this Teaming Agreement not to have full force and effect, or which would constitute a conflict of interest.

IN WITNESS WHEREOF, the parties hereto have, through duly authorized representatives, executed this Teaming Agreement effective upon signature by both parties.

[[Company]]	Hammerman & Gainer, Inc.
Ву:	By: "Name"
Signature:	Signature:
Title:	Title: "Title"
Date:	Date:

Attachment 1

Disclosure

HGI hereby discloses that on January 23, 2013 a Memorandum of Understanding was executed with CDM Smith to jointly pursue the program management of the integrated suite of Coastal Restoration Projects included in the 2012 Louisiana Coastal Master Plan funded by the RESTORE Act.

NOVACES has a Master Service Agreement with Louis Berger Group, who is providing disaster recovery consulting services to the State of New Jersey as well as to Ocean County.

Knowledge Transfer

The HGI Team will be prepared to begin work and for key staff as identified in the RFQ to be present in Trenton within one week of contract execution. However, in order to meet the requirements to begin outreach 10 days after contract award and to begin taking applications 30 days after contract award, the following (as a minimum) must be accomplished during the first two weeks following contract award concurrent with any needed contract negotiations.

WEEK ONE – from contract award	WEEK TWO – from contract award
All draft policies finalized	Final policies translated into operating procedures
Initial outreach strategy approved	
	Initial outreach materials created, approved and released
Begin modifications of eGrants application to create the HP-CMIS	Complete HP-CMIS modifications
Define requirements for website and network	Website must be operational
Obtain FEMA and other data bases and define requirements for data warehouse	Establish data warehouse
Recruitment of local staff must begin	Initial hiring offers made
Potential Center locations must be identified	Decision on Center Locations made and requirements for furnishing and equipment identified

This means that rapid knowledge transfer is essential and that both the HGI Team and DCA will need multiple teams working in parallel. We recommend initial planning sessions attended by all key DCA and HGI Team representatives. These sessions should accomplish the following:

- Identify DCI and HGI Team key staff and their roles
- Confirmation of DCA goals and expectations
- Define communication and approval channels
- Briefing on the status of program design and policies
- Update on expected volume of program participants
- Update on the status of other contractors that also play a role in providing RREM and Small Rental assistance

After this general knowledge transfer/planning sessions, both HGI and the state will need to field several teams to accomplish more in-depth knowledge transfer and coordination. As a minimum the following teams will be needed:

- Policy, Procedure, Training, Outreach [all are related to communicating internally and externally about program requirements
- Information Technology
- Facilities

We recommend that initially an off the shelf collaboration tool such as drop box or boxnet be established to facilitate sharing of documents.

Hazard Mitigation Procedural Recommendations

HAZARD MITIGATION GRANT PROGRAM ADVISORY SERVICES

Our approach and methodology for grant management integrates program management, outreach, data management and reporting, field operations, appeals, and quality control functions into a cohesive process. Figure __ on the following page provides a flowchart of the grant management and monitoring process. Our clearly defined process for grant management and monitoring results in efficient and expeditious support to applicants.

INITIAL ELIGIBILITY REVIEW

Initial Eligibility Review involves the following activities, which can either be conducted by call center operations or Case Managers.

- Collect and verify documentation needed for the application
- Review with applicants the list of completed/needed documents (Initial documents required to determine if applicants are eligible for an HMGP award)

Once all eligibility checks have been conducted and initial award calculation documents have been obtained, the Case Manager will conduct a review to determine if the applicant is eligible to receive an award. Additionally, applicants will be provided access to a website so they can check status on their application/grant. With an assigned login and password for each user, the applicant can check the status of various information including approvals, milestones, approved payments for construction, or appeals.

ENVIRONMENTAL / HISTORICAL PROGRAM (EHP) AND BENEFIT COST ANALYSIS (BCA)

The HGI Team has experience in FEMA requirement for Environmental/Historical Program (EHP) Clearance and Benefit Cost Analysis (BCA) approval. We can assist with clearance for residents and conduct BCA's where necessary to the FEMA standard.

Requirements for grant funding need to be compliant with:

- National Environmental Policy Act (NEPA)
- Related environmental and historic preservation legislation
- Any relative Executive Orders
- Cost Effectiveness

PAYMENT PROCESSING

Once an applicant/applicant has been deemed eligible to receive an award, the Case Manager works with the applicant to inform them of the process going forward and begins processing them for an initial payment.

There are two categories of payments for applicants. Applicants who have begun their mitigation activity and funded the construction via their own finances can be reimbursed for the eligible work which has been completed. Those applicants who need funds to begin their project can receive alternative funding which will advance a portion of the grant to get their projects started. The Case Manager is responsible for determining what type of initial payment will be processed for the applicant and obtains the proper documents for processing. Upon completion and processing of necessary documentation, the payment will then be processed.

Subsequent payments are processed in the same manner as the initial payment. Typically applicants should receive two payments, an initial and a final. However, depending on the project and the needs of the applicant, interim and supplemental payments may be processed in order to complete construction and closeout of the project.

Lessons learned from our previous experience and projects is that change and flexibility is necessary and most times, inevitable, as each project is different and the needs of each applicant may be different. HGI's approach is a collaborate partnership with DCA to adjust policies as needed to speed the process of program delivery and increase payment disbursements.

CONSTRUCTION MONITORING

The HGI Team is comprised of Construction Managers and Liaisons who have been working in programs such as this and are experienced with program construction requirements. Having experienced construction program staff available to explain the construction process to applicants makes applicants more comfortable when working with contractors. We can be available to conduct pre-construction site visits, monitor progress and may conduct interim site visits to validate work completion at specified milestones.

PROGRAM ESTABLISHED COMPLETION TIMEFRAMES

Upon promulgation of established timeframes of completion for each type of mitigation activity, HGI's Construction staff and Case Managers will work side by side with the applicants and contractors to complete projects within the established timeframes; however, we recognize that some projects do take longer and require special assistance and HGI and its Team can assist the applicant in each step.

Special teams of Construction staff and liaisons and Case Managers will be established and dedicated to the outliers, or projects that fall outside of the established timeframes. An applicant Contractor Assistance Team and Aged Payment team will be established to monitor any project which has had an initial payment disbursed but has not been completed within the allotted timeframe. They specially trained teams understand what is take to work with difficult projects and are skilled in assisting applicants and contractors in completing those projects.

HMGP APPLICATION CLOSEOUT/ FINAL FILE REVIEW

Closeout information should be submitted with an approved closeout checklist certifying that the project has been completed in accordance with the terms of the Grant Agreement executed with the applicant and HMGP rules and regulations. We understand that our role should be and is to verify and document work in accordance with HMGP requirements and not an active construction management role. Therefore, we propose a streamlined approach to inspections at required timeframes be utilized by the program.

CONSTRUCTION MONITORING PROCESS

We propose to provide experienced construction inspectors to verify and document construction activities. Qualified construction inspectors will provide inspections at the defined milestones. Assignments should be based on the service area to minimize travel times and ensure efficient work assignments. The inspector contacts the Case Manager and schedules a time that is convenient to the applicant.

The inspectors place the completed inspection and photographs for each applicant into the system. Construction photographs are also uploaded into the database.

Outreach Plan

COMMUNICATION OBJECTIVE:

Drive 37,500 residents to apply for the DCA Community Development Block Grant Disaster Recovery Funds Housing Program in 132 days.

- Phase 1 First 72 days, 12,500 applicants will be driven to apply through strategic alliances, community outreach, online outreach and partnership with other federal agencies.
- Phase 2 First 102 days, more than 25,000 applicants through increased traditional media buys, community outreach and increased internet advertising.
- Phase 3 First six months, more than 37,500 applicants through the strategies of increased traditional media buys, community outreach, increased internet advertising, earned media and testimonials.

SITUATIONAL ANALYSIS:

The state of New Jersey Department of Community Affairs (DCA) is charged with administering the implementation of Community Development Block Grant Disaster Recovery Funds in an extremely complex post-Superstorm Sandy environment. To ensure that this program rapidly restores the New Jersey Shore economy as it is intended to do, a robust and meaningful array of strategic communication and outreach services – across numerous and varied constituencies – must be a priority.

The HGI Communications Process, refined over many years of award-winning practice, can readily be applied to the services under this DCA contract. Effective strategy development is an on-going, continuous effort and we share a well-honed ability to understand DCA's concerns and objectives and subsequently drive achievement of this program. HGI and its communications team members are listeners and problem solvers. Through administration of similar programs, such as the Road Home Program in Louisiana, the HGI team has gained an excellent command

of key issues, what needs to be communicated and how it should be communicated.

The HGI team believes that the success of this program hinges on simplifying the message, emphasizing the uniqueness of the program and the importance of partnership. The communication would adhere to the following overarching key themes:

- Simplicity The program and how it is communicated must be as simple as possible so that it is attractive to prospective applicants. All outreach specialists and collateral materials must include very simple eligibility instructions that are easily understood by all audiences.
- Customized Program This program is not a cookie cutter disaster recovery program; the communication must indicate that it is a customized design and unique to New Jersey.
- Partnership The program must be done in partnership across all parties; all partners and stakeholders are working together to achieve one purpose.

A knowledgeable and experienced team with localized expertise is critical to cultivating key stakeholder relations and building public trust in the New Jersey DCA's ability to successfully deliver this program. Following Superstorm Sandy, the HGI team immediately mobilized and became engaged by dozens of municipalities and Ocean County as their Public Assistance and recovery consultants. This on-the-ground experience stretching from the Shore to North Jersey- has uniquely positioned this team to successfully implement the public engagement component that is vital to this effort.

HGI Outreach Specialists are bilingual and some multilingual; our specialists can provide services in Spanish. In addition to being bilingual, our specialists are also bicultural; meaning that they live and

understand the culture of the languages they speak. This would be an integral part of successfully reaching multicultural audiences, delivering key messages to minority groups of stakeholders and ultimately getting these groups to apply to the program. Our outreach specialists understand how to communicate the criteria to varied stakeholder groups, so they will be able to minimize the time spent with applicants that do not meet the eligibility requirements.

In addition to gaining community support, state agencies, local governments, elected officials, non-governmental organizations, academia, etc. must also be engaged so that they can become effective partners of the federal government. Outreach efforts must tailor information and present it in language appropriate to each community or group, but more importantly, it must involve listening to the concerns and providing DCA with suggestions for modifications or alterations to the plans to better meet the needs of stakeholders.

The HGI team brings extensive relationships in the community such as a strategic alliance with the Rapid Response Institute at Monmouth University, which has established itself as a national model for leveraging technology in rapid recovery response. Monmouth University's Institute would play a leading role in anchoring the DCA public engagement process, as well as providing various solutions modeling and technical assistance services.

The HGI team and Monmouth University have already been working in and amongst local community stakeholders across Monmouth and Ocean Counties and with various other organizations including the NJ Shore Partnership, Action Alliance and NJ Chamber of Commerce, etc. to ensure that a robust results oriented public engagement process can be rolled out. This process would be part of the HGI Team's design and action deliverables to DCA if it is retained as the administrator. Some other key reflections from these stakeholders that would guide the HGI team's DCA outreach plan development include the following:

• Need development of a "Total Community Recovery" plan that is developed with community inputs.

- Need someone to talk to and reassure "me;" someone who understands
- Need dynamic leadership that is accessible
- Honesty (give us both the bad and good news concerning the recovery)
- Cooperation between the political actors- Politics out of it
- Accountability
- Show me it will be different than Katrina's forever recovery

Timing or sequencing of engagements with the groups requires strategic thinking and planning to assure that the different parties are informed about this program before enrollment begins. The HGI team understands the consequences of inappropriate outreach messages, or poorly executed sequencing of those efforts and the potential project and cost implications to DCA. Therefore, coordination must start within the organization and then extend upward and outward according to a carefully outlined plan. To the extent possible within the given timeframe, soliciting input, inviting suggestions and asking for support must occur early in the planning process to avoid adverse reactions later on when changes are more costly and harder to implement.

HGI and its assembled team provide the range of technical and outreach expertise needed to leverage existing relationships with stakeholders and educate the public about this disaster recovery fund program. Together with our team members, we bring a strategic, integrated approach and innovative media capabilities to enhance and extend the good work currently being conducted by the Department in New Jersey.

CHALLENGES:

- Distinguishing the benefits of this DCA program with other governmental and non-governmental programs targeted toward assisting residents.
- Creating a sense of urgency among target audiences to encourage enrollment in the program.
- Helping potential applicants to overcome the fear of not meeting the eligibility requirements of the program.

TARGET AUDIENCE:

Governmental (statewide) and non-governmental audiences within the following New Jersey damaged counties:

- Atlantic*
- Monmouth*
- Ocean*
- Bergen
- Cape May
- Essex
- Hudson
- Middlesex
- Union

GOVERNMENTAL AUDIENCES

- New Jersey local, state and Congressional representatives
- Other Federal Agencies
- State and local agencies

Within the nine abovementioned counties - with emphasis on the three most damaged (Atlantic, Monmouth and Ocean) - the following non-governmental audiences would be targeted:

Non-Governmental Audiences

- General public
- Louisiana educational institutions
- Business (contractors)
- Industry (user groups)
- Non-profit organizations
- Environmental groups
- Influencers / Opinion Leaders (key stakeholders)
- Media

TARGET MARKETS (INTERNET / PAID ADVERTISING):

- New Jersey
- Atlantic County
- Monmouth County
- Ocean County
- New York
- Pennsylvania

STRATEGY DEVELOPMENT (OUTREACH PLAN):

The HGI team will work with DCA to articulate the issues and goal around the program; what support, partnerships and approvals are needed to achieve the goal; what are the goals of the key stakeholders and how do they align (or misalign) with DCA goals. With this information, an Outreach Plan and key messaging can be defined. Those key messages will ensure that there is consistency across all communications for the program.

Once drafted and approved by the Department, the Outreach Plan should be validated by key stakeholders. This is a listening effort. The HGI team will utilize in-depth research from Monmouth University's Rapid Response Institute of our target population groups to ensure that we truly understand the target audience - who they are and how they think, act, and feel. The HGI team includes residents of New Jersey who understand the cultural sensitivities, community trends and attitudes that must be considered throughout the public engagement process in order for it to be a success.

After the Outreach Plan is realized, the HGI team will begin to implement the communications strategies. Ongoing monitoring of these efforts will enable proactive identification of issues and concerns so they can be addressed before they become obstacles or present challenges.

The Department will benefit from fresh ideas and the new relationships the HGI team brings.

SOLUTION OVERVIEW:

Database Research

• Work with complementary agencies and groups, such as the Rapid Response Institute, to identify / utilize existing databases to promote this program.

Community Outreach

• Community outreach efforts will be targeted primarily to Atlantic, Ocean and Monmouth counties in order to drive 80 percent or 30,000 of 37,500 total applications for the program.

All educational literature used for community outreach will be done in English and Spanish and all will state the HUD Fair Housing program guidelines.

Stakeholder Engagements

 Engage local elected officials and opinion leaders to educate them about this program so that they understand the benefits and relay that information to their constituents and followers.

Public Engagements

- Meetings / Town Halls
- Educate the public about the DCA Community
 Development Block Grant Disaster Recovery Fund
 program. The outreach team would aim to host
 three public meetings, one in each of the three most
 damaged counties. NOTE: Public meetings should
 only be held if the DCA Construction Contractor is
 also available to staff during meetings and respond to
 questions.

Neighborhood Association / Civic Association Visits

- Send a representative to already scheduled neighborhood association / civic association meetings to distribute educational literature about the program.
- Encourage association leadership to pass along DCA Housing Program information to their constituents.

Canvassing

- Distribute educational literature (door hanger or flyer) on DCA Housing program. Go door to door in the damaged areas of Atlantic, Monmouth and Ocean counties.
- Distribute DCA Housing Program educational literature and flyers at the below gathering places in selected target markets.

Target locations within markets include:

- Churches
- Social & Family Service Offices
- Businesses
- Restaurants
- Community Centers
- Health Centers

- Libraries
- Schools
- Shopping Centers

Targeted Mass Mailing

The HGI team understands the geographic and demographic qualifiers needed to run a successful direct mail campaign. Direct mail pieces would be sent out two weeks prior to opening the program and would be designed to drive participants to submit an eligibility application via internet or telephone.

Telephone Campaign

An aggressive telephone campaign to educate residents about the program will follow the targeted mass mailing. The telephone campaign will primarily be targeted to Atlantic, Ocean and Monmouth counties and would take place in three phases: 1.5 weeks prior to opening the program, 4 days prior and 1 day prior. Calls for the most part will be made between the hours of 6:00 – 9:00 pm and will follow a preestablished script.

Toll-Free Hotline

A Toll-Free Hotline would be established one week prior to open enrollment so that citizens can ask questions about the program. HGI bilingual team members would monitor the hotline from 8:00 a.m. to 8:00 p.m., seven days per week and coordinate responses to calls. The Toll Free Hotline would be included on the web site and all printed educational materials.

CREATIVE APPROACH & MESSAGE DEVELOPMENT:

- Reach out with sympathetic, positive headlines and traditional media copy that are written and delivered in a conversational style.
- Create the demand for a single, preferred point of contact for target audiences i.e. web sit, telephone and walk-in locations—800.
- In all media treatments, place qualifiers and call to action in the sub-head. Anchor with clear graphic of phone number and tag line.

- Utilize the first-come, first-serve timeframe as a method to encourage consumer action and applications.
- Encourage target audiences to contact toll-free hotline and web site for informed decision-making support.

Materials:

- Logo treatments
- Tagline and positioning statement
- Toolkit
- Website & Internet Production
- Television Production
- Radio Production
- Print Production
- Earned Media/Press Production

Message Development:

- Focus on messages that encourage action on behalf of the consumer, while distinguishing New Jersey Recovery as a program that can help our target audiences deal with the personal, professional and emotional factors of how to best return home.
- Revise messages as displaced residents move through the New Jersey program successfully. Gather success stories and testimonials that can serve as the basis for future radio ads and media stories.

Base messages on the following guidelines:

- Displaced New Jersey residents are reaching a point where they need to make a decision about their future..."Do I stay or do I go?" Currently, a large number of displaced citizens are not receiving or do not have access to this information.
- New Jersey Recovery Program offers information through personal attention and support ("tele-case" management) that a displaced resident can use to make THEIR OWN decision on how to best return home. New Jersey Recovery programs family liaisons can walk a resident through a process of information gathering and planning, so that a resident can acquire the specific information that they need about the state of the neighborhood and future in their municipality so that they can move through the information gathering process themselves using the New Jersey Recovery Toolkit.

- Home is a state-of-mind, not necessarily a destination. We are giving people information that they can use to determine whether the "home" they remember is the "home" they may find if they return and how to best rebuild.
- New Jersey Recovery can hopefully help displaced residents find "piece of mind" about their rebuilding decisions.

COLLATERAL MATERIALS

Develop collateral materials that are consistent with the graphic treatments of the New Jersey Recovery logo, including:

- NJRecovery toolkit Folder with a series of inserts based on the readiness questionnaire and caller needs assessments;
- NJRecovery promotional poster.
- NJ Recovery flyer Based on the promotional poster and used for canvassing.

EARNED MEDIA

- Generate consistent media coverage to drive displaced residents to call in target markets, including newspaper interviews, radio and TV segments.
- Leverage paid advertising dollars to secure spokesperson interviews and PSAs on primary, secondary, and diverse media outlets.
- Schedule a series of media tours in key markets that complement the special events for NJ Recovery in those selected markets. These media tours would feature the NJ Recovery spokesperson meeting with print and broadcast media, including TV news show appearances.
- Schedule up to 3 satellite media tours featuring the NJ Recovery spokesperson participating in a series of television interviews via satellite from various municipalities.
- Utilize real world stories of NJ Recovery success stories to frame feature stories for news media.
- Identify a primary and secondary spokesperson, who can participate in media interviews across the region.
- Once displaced residents have a positive experience with NJ Recovery, identify and encourage a resident, who has moved back to New Jersey, to draft a letter to the editor or an op-ed submission emphasizing

the need to make a decision about where a displaced resident's "home" may be. Use that successful testimonial to maintain media interest and generate additional media coverage.

MATERIALS

- Media List Outlining news media contacts in target markets and key national media – print and broadcast.
- News Releases Distributed on a regular basis to announce call numbers, if appropriate, or other news about NJ Recovery
- Public Service Announcements 30-second and 60-second PSA scripts for distribution to radio stations in target markets.
- Fact Sheets Including the readiness questionnaire and moving checklist.
- Toolkit Distributed to key media at meetings and interviews.

PAID ADVERTISING

- Develop a paid television, radio, outdoor, print, and internet advertising campaign to build awareness of NJ Recovery.
- Air radio campaign in target markets, beginning with affected areas and regional diaspora, revising the placement schedule and target market schedule based on resident applications results in target market.
- Target consumer: Primary: Affected Residents
- Secondary: Displaced Affected Residents

MATERIALS

- 30-second television & radio script & produced spot
- 60-second television & radio script & produced spot

INTERNET OUTREACH & GRASSROOTS--NJRECOVERYNOW.ORG (POSSIBLE NAME)

- Create a program website that includes information from the NJRecovery toolkit.
- Utilize the site to drive callers to the phone number for NJRecovery.
- Create a blog on the website during the second portion of the NJRecovery marketing effort that features success stories from NJRecovery applicants who have moved to New Jersey.

ONLINE PROMOTIONS

- Create e-newsletter to be developed and emailed regularly to displaced and out-of-state families database.
 The messages will be sent via a vibrantly designed and engaging email newsletter, which will highlight the call center and provide information of interest to our displaced citizens.
- Increase database contacts by encouraging readers to pass this newsletter to friends and family.

ONLINE GRASSROOTS

- Post NJRecovery kickoff announcement and additional information on selected Sandy-related blogs and community bulletin boards, including New Jersey neighborhood organizations and selected media outlet websites in target markets.
- Create a viral grassroots campaign by encouraging readers to pass the NJRecovery website & phone number to friends and family. Later versions of these emails can include testimonials from NJRecovery respondents or could be sent from or posted by these respondents.
- Target Websites for Posting & Promotions

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP) SUBCONTRACTOR UTILIZATION PLAN			DPP Solicitation No.: RFQ774882S DPP Solicitation Title: Mgmt and Other Related Services for the SSHIP				
							dder's Name and Address:
Hammerman & Gainer, Inc. 1010 Common St., Suite 2600 New Orleans, LA 70112				Bidder's Telephone No.: 5046816135 Bidder's Contact Person: Cherie Pinac			
STRUCTIONS: List all businesses				m may be duplicated for ex	tended lists.		
SUBCONTRACTOR'S NAME	CHECK H	CHECK HERE IF CONTRACT		TYPE(S) OF GOODS	ESTIMATED		
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TR.Grants, LLC 975 Fair Ridge Drive, Suite 125 S airfax VA 22033				Software	TBD		
rovaces 50 Poydras St., Suite 2320 lew Orleans LA 70130 537729				РМО	TBD		
outreach Process Panners, LLC 8 Robbins St., Suite 101 Foms River NJ 08753.				Communication	TBD		
MRN Cubed 5136 Fisco Square Blvd., Suite 400, MC #34 Frisco TX 75034 (filed for NJ Business Registration)				Personnel	TBD		
For those Bidders listing Small Business subcontractor listed. If bidder has not achie relevant category in accordance with NJAC	17:13-4 and the Not	ice to All Bidd	ers.				
I hereby certify that this Subcontractor Utiliz been listed on this Plan and that each sub shall notify each subcontractor listed on the of Purchase and Property upon request.	Plan, in writing, if the	ne award is gr	anted to my firm	m, and I shall make all document	ation available to the Divis		
of Purchase and Property upon request. I further certify that all information contained in awarding the contract.	in this Plan is true	and correct a	nd I acknowled	ge that the state will rely on the			
PRINCIPAL OF FIRM:	4		CEO (Title)		4/28/2013		

PB-SA-3 Revised 10/11

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

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Delina Corporation 3250 General de Gaulle Dr., Suite 5060 New Orleans LA 70114				QA/QC, AFWA	TBD		
industrial Staffing Services, Inc. 557 Cranbury Rd. East Brunswick NJ 08816 PAID# - 25656			×	Personnel	TBD		
Chicago 11te 2446 Church Rd. Toms River NJ 08753				Title Closings	TBD		
Capehart Scatchard 142 West State St. Trenton NJ 08608				Legal	TBD		
The Louis Berger Group 412 Mount Kemble Ave. Morristown NJ 07960 Tax ID Sequence # - 0098251				Facilities	TBD		
* For those Bidders listing Small Business Sub- subcontractor listed. If bidder has not achieved relevant category in accordance with NJAC17:1	3-4 and the Not	ice to All Bidde	rs.				
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Hammerman & Gainer, Inc. 1010 Common St., Suite 2600 New Orleans. LA 70112				Bidder's Telephone No.: 5046816135 Bidder's Contact Person: Cherie Pinac			
NSTRUCTIONS: List all businesses t	o be used as s	ubcontract					
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Angarai International, Inc. 7331 Hanover Pkwy, Suites C&D Greenbelt MD 20770 (Filed for N.I Business Registration)				Finance.	TBD		
Do-WAP, LLC 201 St. Charles Ave., Suite 2500 New Orleans LA 70170 (Filed for NJ Business Registration)				Communications	TBD		
* For those Bidders listing Small Business Susubcontractor listed. If bidder has not achieve relevant category in accordance with NJAC17 I hereby certify that this Subcontractor Utilizat been listed on this Plan and that each subcoshall notify each subcontractor listed on the P	:13-4 and the Not	ce to All Bidd	ders. tted in good faith	. I certify that each subcontractor	r has been notified that it		
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Communications Master Plan New Jersey Recovery

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