

## **Schedule B Administrative Plan**

The term Local Program Administrator (LPA) shall refer to the awardee as the recipient of Housing Trust Fund Corporation (HTFC) NYS Homes & Community Renewal (HCR) funds. The Access to Home, Access to Home for Heroes, and Access to Home for Medicaid Members Local Program Administrator (LPA) Manual provides additional policies and procedures that must also be followed and are enforceable along with the Administrative Plan and all aspects of the Program Grant Agreement.

### **1. Outreach & Coordination**

#### **1.a. Marketing & Outreach**

The LPA shall document marketing and outreach in the awarded service area to make stakeholder organizations and potential participants aware of the availability of program funds. This includes the dissemination of program and application information through traditional (print, advertisements, etc.) and online outlets (email, social media, etc.). Outreach efforts should consider the socioeconomic character of the service area and provide equal opportunity to apply for program resources.

#### **1.b. Service Linkages & Referrals for Service**

The LPA shall document the process for making referrals to local service provider(s) for needs beyond the Access to Home program activities of adapting or retrofitting homes. The LPA must:

- Document incoming and outgoing referrals.
- Maintain records of up-to-date agreements with relevant local service provider(s), including housing service providers.
- Follow up on local service referrals and document outcomes.

### **2. Project Selection**

#### **2.a. Participant Intake, Eligibility and Selection**

The LPA must establish a formal procedure for application intake that documents eligibility confirmation and participant selection. This includes maintaining eligibility records that contain the calculation used to substantiate a participant's income eligibility. The LPA must develop and implement a policy to recertify income eligibility consistently throughout the Program Agreement, subject to OCR monitoring.

The LPA must retain documentation of the following, which is subject to periodic HCR Monitoring Review:

- Completed "Project File Checklist"
- Source of Referral (if applicable)
- Participant Application
- Verification of Primary Residence
- Documentation of Disability (substantial limitation caused by applicant's disability, as it relates to determining eligible program activities)
- Verification of Veteran Status (if applicable)
- Household Size (number of persons)

- Income Verification and Calculation (SSI, pay stubs, W2 Tax Form, etc.)
- Verification of Current Homeowners Insurance (policy effective at time of set up)
- Verification Current on all Property Taxes
- Award Letter from LPA to Participant

**Access to Home** -- Household income at or below 80 percent of area median income (120 percent of area median income for veterans who are certified by the U.S. Department of Veterans Affairs, or the Department of Defense as entitled to receive disability payments for a disability incurred in time of war).

**Access to Home for Heroes** – Qualified veteran with a household income not to exceed 120 percent of area median income.

**Access to Home for Medicaid Members** – Qualified Medicaid member with a household income at or below 80 percent of area median income (120 percent of area median income for veterans who are certified by the U.S Department of Veterans Affairs or the Department of Defense as entitled to receive disability payments for a disability incurred in time of war).

The LPA must collect and maintain documentation that establishes the eligibility of every applicant selected to participate in the program, and justification for each project selection decision. A completed “Project File Checklist” must be maintained with every applicant file. The LPA must advise applicants in writing of the status of an application within 30 days of a completed application and determination of eligibility.

## 2.b. Conflict of Interest Policy

The LPA shall maintain a conflict-of-interest policy that applies to any person who is an employee, agent, consultant, subcontractor, officer, participant, or elected official or appointed official of the state, the LPA, or a unit of general local government or any designated public agency. The LPA is responsible for determining if a conflict of interest exists and reporting it to HCR as necessary.

## **3. Project Development**

### 3.a. Work Write-up / Scope of Work

Once a project has been determined eligible and has been selected for assistance, the LPA must develop a written scope of work.

The LPA will inspect the property and identify adaptation or retrofitting activities necessary to enable individuals with physical disabilities to live at home safely and comfortably, rather than in an institutional setting. The scope of work will comply with respective Access to Home, Access to Home for Heroes, or Access to Home for Medicaid Members Program requirements.

The LPA will prepare an in-house cost estimate for the eligible scope of work and prioritize activities that maximize accessibility. All or a portion of the maximum grant amount of \$25,000 per unit may be awarded, dependent upon the eligible scope of work. Other funding sources may be leveraged as applicable.

### 3.b. Participant Agreement

The LPA must execute a Participant Agreement with the homeowner and participant specifying the award amount and outlining roles and responsibilities for the respective parties. At a minimum, the contract must specify:

- Agreed Upon Scope of Work
- Estimated Grant Amount
- Contractor Selection Process
- Completion Deadline
- Securing Permits (work may not begin until all required permits have been issued, or formally confirmed as not required)
- Site Inspections (LPA reserves right to inspect at any time to confirm eligibility of work, monitor progress, and inspect quality of work)
- Right to Terminate or Withhold Payment (LPA reserves right to terminate contract or withhold payment if work is not completed as agreed, change orders are implemented without approval, ineligible scope of work items are included on invoice, for failing to satisfy contract terms, or for violating program rules)
- Compliance Monitoring (LPA reserves right to share information about participant and project consistent with HCR monitoring)
- Dispute Resolution Policy
- Property Maintenance Declaration (participant must sign PMD agreeing to use and sale restrictions and ongoing monitoring for three (3) years after the date of the most recent repair completion)

Any exceptions require prior approval of HCR.

### 3.c. Funding Commitment & Environmental Review

The LPA must submit a Project Set Up Form, a written scope of work, and the Environmental Site Certification form with Appendix A to HCR prior to beginning renovation activities. HCR approval of the Project Set Up and Environmental Site Certification will serve as both the preliminary commitment of funds for a project site and approval to proceed with project activities.

### 3.d. Contractor Procurement

The LPA must establish a single process to procure contractors for the term of the Grant Agreement by either choosing to solicit bids by project or by using a Contractor Bid List. In all cases, the procurement process must be free of collusion or intimidation and the LPA must exercise appropriate oversight over the entire process to ensure that it is fair, efficient, and free of actual and perceived conflicts of interest.

- To obtain bids by project, the LPA must issue a request for contractor bids for each project detailing the work that will be required to adapt or retrofit the participant's primary residence. A clear, written, scope of work for the project must be the basis for the bids or proposals.
- The LPA may alternatively choose to develop a rotating Contractor Bid List system to procure contractors for a two-year period rather than procuring contractors for each project. This process is outlined in the Access to Home LPA Manual. The Contractor Bid list system must be approved by HCR prior to implementation. Additional contractors can be added to the list at any time, subject to LPA approval.

- The LPA must collect and maintain all documentation needed from the contractor to verify they are insured, and meet local requirements, codes, rules and/or regulations for contractors.
- If pre-1978 property with a scope that includes paint disturbance, the work must be conducted by an EPA RRP Certified Renovator. Determination of applicability should be documented. Certificates should be retained in program files.
- Proposals must be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. At a minimum, two bids must be received for each project to establish the reasonableness of costs.
- The LPA may establish bid selection criteria that consider cost and other factors. These criteria must be included in a written contractor selection procedure prior to initiating the bid solicitation process.
- The LPA must complete an internal cost estimate for each work scope for reasonableness comparison. Compare all proposals to internal cost estimates.
- A written agreement or contract must be executed with the selected contractor to describe the cost, agreed upon scope of work, time frames for start and completion, payment terms, change order policy, and required insurance coverage.

### 3.e. Equal Opportunity Requirements and Procedures

The Housing Trust Fund Corporation (HTFC) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”), and New York State Executive Article 17-B and 9 NYCRR Section 252 (“SDVOB Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

The LPA must follow the procedures noted below to comply.

- Prepare and submit a Contractor Bid Solicitation Plan. This Plan will outline the goals (percentages are included in the existing grant agreement Schedule C) and how the LPA intends to conduct marketing and outreach and make good faith efforts to include MWBE and SDVOBs in contracting opportunities. Costs for activities that cannot be bid out (internal admin) should be removed before preparing the calculations in this document.
- If an MWBE firm is contracted for a project, utilization information (FID and payment amount) and affirmation of payment to contractor will be reported when the LPA provides completion reports to HTFC. The Project Detail Sheet includes a drop-down box to note MWBE/SDVOB firms.

If the LPA is unable to reach the goals, a request for waiver must be submitted. The written request should be accompanied by a Certification of Good Faith Efforts form and supporting documentation to demonstrate its efforts. The documentation should demonstrate that the awarded organization followed the plan presented in the Bid Solicitation Plan and include documentation of each of the steps outlined above.

## 4. Construction Monitoring & Quality Control

#### 4.a. Construction Monitoring

The LPA must establish a standard practice for monitoring contractors (including documented periodic inspections) for progress, quality of workmanship, code compliance, adherence to approved scope of work, program rules, environmental compliance, and consistency with the approved construction timeline. Inspection reports must be consistently documented in the LPAs project files. All requests for progress payments, if allowable, must include photographs of the completed work.

#### 4.b. Final Inspection

A final inspection is required prior to the release of final payment to ensure the entire scope of work has been satisfactorily completed according to the Participant Agreement.

The LPA must develop and consistently apply a process to obtain participant sign off on completed work or to document if a Dispute Resolution Plan was applied. The LPA must retain documentation in the project files supporting the release of final payment.

#### 4.c. Dispute Resolution

Primary responsibility for resolving homeowner/participant and contractor disputes rests with the LPA. The Dispute Resolution Plan must establish a standard practice to administratively resolve disputes related to the Participant Agreement, contract, or written agreement with the contractor. Examples of common issues which may be amenable to conflict resolution include project timeline, quality of work, scope of work, inability, or failure of parties to uphold obligations, final homeowner/participant completion sign off, or contractor payment.

In the event there is a dispute between a homeowner/participant and contractor, whenever feasible the LPA should require notice in writing. The LPA must exercise best efforts to resolve the dispute as soon as possible. This may include conducting an inspection to evaluate claims and meeting with the parties in attempt to reach a satisfactory result through negotiation. All efforts must be documented in project files, and whenever possible include photos.

If the Dispute Resolution Plan is applied and documented, but efforts fail, then the LPA shall notify HCR and provide a recommended course of action for consideration.

### **5. Ongoing Maintenance**

#### 5.a. Obligations

Homeowners/participants, for a period of three (3) years after project completion ("Regulatory Period"), shall take all necessary steps to ensure the assisted property, or unit therein, shall be maintained in good operating order and condition, and all necessary repairs, renewals, replacements, additions, and improvements shall, from time to time, be promptly made.

During the Regulatory Period, the homeowner/participant must obtain consent from the LPA should the assisted property or the assisted unit therein be sold, moved, leased, demolished, or materially altered. If there is more than one Owner each will be held separately liable, and will include their heirs, administrators, successors and permitted assignees. In the event of non-compliance, or if the property is transferred, or its title or deed assigned during the Regulatory Period, including in

the event of death of the homeowner/participant, the amount of grant funds may be subject to repayment in accordance with a simple annual declining balance.

The LPA must clearly describe these obligations to the participating homeowner prior to beginning the project, including requirements in the Participant Agreement and then monitor compliance for each property for the duration of the three-year Regulatory Period. The LPA must then monitor compliance for each property for the duration of the three (3) year Regulatory Period.

#### 5.b. Property Maintenance Declaration

The LPA shall require every participant, who also owns the eligible property receiving Access to Home Program funds, including life tenants, and their remainderman, to execute a Property Maintenance Declaration (PMD), in the form provided by the Corporation, to be filed in the County Clerk's Office for the county in which the assisted property is located. If a PMD may not be filed with the County Clerk's office due to local policies, an HCR approved method must be used to secure the public funds and ensure compliance. HCR retains the right to require an updated PMD if more than one hundred and twenty (120) days has elapsed between the signing and completion of the project.

In the instance of rental properties, owners are not required to sign a Property Maintenance Declaration (PMD) but must sign an Owner/Participant Agreement accepting the scope of work and acknowledging the program requirements and responsibilities. Should the participant vacate the premises prior to the end of the three (3) year regulatory period, the LPA must provide guidance to the property owner relative to marketing to another qualified tenant. If the new tenant does not meet the program requirements, where practicable, the LPA must try to recoup any movable structures (i.e., modular ramp, stair lift) that may have resale value.

The PMD shall be based on the estimated program award amount for hard costs only and must not include project delivery costs. The LPA will reconcile the actual project cost if lower than the estimated program award amount. If the actual project cost exceeds the estimated program award amount, reconciliation is not required and repayment would be based on the lesser amount. The regulatory term would remain as three (3) years from the date the original PMD was signed and notarized.

The PMD must be filed immediately upon completion of program activities and after final sign off by the participant, the contractor, and LPA stating that all work has been completed to satisfaction and documented to meet NYS and/or Local Code. In the event of an irreconcilable dispute between the participant and contractor, the LPA must document that its Dispute Resolution Plan was followed and evaluative measures were taken to substantiate the project was satisfactorily completed prior to filing the PMD. The LPA then has discretion to file the PMD at the time it determines improvements to be complete.