

SCO ID:

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER 22-OORHC-00003	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Garden State Consumer Credit Counseling Services, Inc. dba Navicore Solutions		2. FEDERAL I.D. NUMBER N/A
3. AGENCY TRANSMITTING AGREEMENT Department of Housing and Community Development	4. DIVISION, BUREAU, OR OTHER UNIT Financial Assistance	5. AGENCY BILLING CODE N/A
6a. CONTRACT ANALYST NAME Shannon Miller - Contracts Office	6b. EMAIL LoanGrantContractsIntake@hcd.ca.gov	6c. PHONE NUMBER (916) 263-6872

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME: N/A PRIOR AGREEMENT NUMBER: N/A

8. BRIEF DESCRIPTION OF SERVICES
 HUD-certified housing counseling service provider; meant to provide housing counseling services to OOR Applicants.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 The ReCoverCA Owner-Occupied Rehabilitation/Reconstruction Program provides grants to reconstruct disaster-damaged homes primarily focused towards low-income survivors. Since the Program's compliance requirements may burden survivors with financial obligations such as carrying fire insurance, the OOR Program needs to procure an outside housing counseling service to advise applicants in order for them to make an informed decision about whether to proceed with the Program or not. Therefore, the Program needs this agreement to procure three HUD-certified housing counseling agencies to provide in-person and remote counseling coverage to all 13 disaster-impacted counties.

10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed
 Reimbursement / Revenue _____ or _____ %
 Other (Explain) monthly payments based on costs incurred by contractor

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
+ Federal Trust Fund - <input type="checkbox"/>	2240-1012-0890	22/23	06	2020	\$434,991.00
+ <input type="checkbox"/>					
+ <input type="checkbox"/>					
+ <input type="checkbox"/>					
+ <input type="checkbox"/>					
+ <input type="checkbox"/>					

OBJECT CODE 5432500-Grants and Subventions-Non-Governmental	AGREEMENT TOTAL	\$434,991.00
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OPTIONAL USE 22402000/46445-\$208,796.00 22402000/46446 -\$226,195.00	AMOUNT ENCUMBERED BY THIS DOCUMENT \$434,991.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE	\$434,991.00
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ACCOUNTING OFFICER'S SIGNATURE Vinod.Chauhan Digitally signed by Vinod.Chauhan Date: 2022.11.18 15:11:40 -08'00'	ACCOUNTING OFFICER'S NAME (Print or Type) Vinod Chauhan	DATE SIGNED 11/18/2022
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	2/8/2023 Upon HCD app	08/15/2025	\$434,991.00	Exempt
+ - Amendment 1				
+ - Amendment 2				
+ - Amendment 3				
TOTAL			\$434,991.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) *(Attach justification if secondary method is used)*
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding *(Give authority for exempt status)*
 Sole Source Contract *(Attach STD. 821)*
 Other *(Explain)* SCM 5.80, B.2.b

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
 N/A

17a. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable *(Interagency / Public Works / Other Grant)*

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*

AUTHORIZED SIGNATURE	SIGNER'S NAME <i>(Print or Type)</i>	DATE SIGNED
	N/A	N/A

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: N/A	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes if any)*
 No *(Explain below)* Yes _____ % of Agreement
 N/A - Grant Agreement with no opportunity for subcontractor

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?
 No Yes *(If Yes, provide justification below)*

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I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE Shannon.Miller 	NAME/TITLE <i>(Print or Type)</i> Shannon Miller / Contracts Analyst	DATE SIGNED Nov 18, 2022
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Digitally signed by Shannon.Miller
Date: 2022.11.18 15:55:20 -08'00'

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JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE <i>(Print or Type)</i>	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. **Authority & Purpose**

The California Department of Housing and Community Development (hereinafter “Department” or “HCD”) is the lead and responsible entity for administering the Community Development Block Grant – Disaster Recovery (hereinafter “CDBG-DR”) funds appropriated under the Supplemental Appropriations for Disaster Relief Requirements (Appropriations Act), under United States Public Laws 115-56, 115-123, 115-254, and 116-20 to provide assistance in long-term recovery from the following 2017 and 2018 qualified federally declared natural disasters: DR-4344, DR-4353, DR-4382, and DR-4407.

2. **Scope of Agreement**

A. Grant Funds

Subject to the terms and conditions of this Standard Agreement (hereinafter “Agreement”), the Department has allocated and agrees to provide grant funds in the maximum amount identified in Exhibit B, Section 1 – Budget herein to the subrecipient identified as “Contractor” on page 1, Section 1 of the STD 213 form (hereinafter “Subrecipient”) for all Work (defined below) identified in this Agreement (hereinafter “Subrecipient Award”). All payments made to the Subrecipient will adhere to the provisions described in Exhibit B herein. In no instance shall the Department be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses.

B. Implementation of Agreement

By entering into this Agreement and thereby accepting the Award of grant funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the Department and HUD and consistent with all applicable laws, regulations, policies and procedures as may be required from time to time as a condition of the Department providing the grant funds, including but not limited to, all applicable CDBG-DR Program Administration and Compliance requirements set forth by this Agreement, and in accordance with the Application documentation previously provided by the Subrecipient and made a part hereof. The Department’s providing of grant funds under this Agreement is specifically conditioned on Subrecipient’s compliance with this provision and all terms and conditions of this Agreement, as well as the final Program policies and procedures, once completed, and the most recently published version of the Department’s CDBG-DR Action Plan for 2017 disasters (<https://www.hcd.ca.gov/community-development/disaster-recovery->

EXHIBIT A

[programs/cdbg-dr/docs/March-2019-HCD-CDBG-DR-ActionPlan-APPROVED.pdf](#)) and for 2018 disasters (https://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbg-dr/cdbg-dr-2018/docs/HCD-CDBG-DR-2018_AP-Final-ADA-English.pdf) and any amendments thereto, related Federal Register notices, and the requirements of the authorities cited above, as the same may be amended from time to time.

This Agreement is subject to written modification and termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. **Subrecipient Scope of Work**

- A. The Subrecipient shall provide the funded housing counseling activities (hereinafter “Work”) as described in 24 CFR, part 214 to ReCoverCA Homeowner Assistance program clients to assist them in improving their housing conditions and in meeting the responsibilities of tenancy or homeownership, as well as assisting clients in determining if rebuilding, homeownership, or tenancy is the best outcome for them. The housing counseling activities shall consist of:
- i. **Counseling.** The Subrecipient must offer and be able to provide counseling, as opposed to just education, to current and potential homeowners or tenants to assist them in improving their housing conditions and in meeting the responsibilities of homeownership or tenancy. Participating agencies must provide counseling on the topics outlined in Section 3(D) herein.
 - ii. **Education.** All Subrecipients that offer group educational sessions must also offer individual counseling on the same topics covered in the group educational sessions.
 - iii. **Setting/Format.** HCD will refer clients to the Subrecipient based on where, geographically, the client is currently located. Counseling services may take place in the office of the Subrecipient, at an alternate location (for example at a public library), or through an alternative format, as long as the alternative format or location is mutually acceptable to the housing counselor and client. Alternative formats can include telephonic counseling or remote counseling systems designed using virtual meeting technology such as Skype, Teams, Zoom, etc., video cameras and the internet. Virtual meeting technology systems can also be used to deliver group education workshops and sessions. If a referred client requests in-person counseling in a geography outside of the in-person geographic service area specified by the Subrecipient in Exhibit F, the Subrecipient

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will immediately inform HCD and HCD shall refer the client to a housing counseling service provider that provides in-person services in the client's geographic area.

- iv. Work Plan. A Subrecipient must be in compliance with the scope of work as described in Section 3(D) herein as well as the approved work plan set forth in the Subrecipient's application included in the Agreement herein labeled Exhibit F. The Subrecipient shall deliver housing counseling services consistent with the Subrecipient's housing counseling work plan which must address all items listed here in Section 3.
- v. Geographic Scope. For the purposes of this Agreement, the Subrecipient has specified in their response to the Housing Counseling Notice of Funding Availability (NOFA), herein and set forth in Exhibit F, the geographic scope they will provide in-person services and remote services in and must provide all Work in those areas.
- vi. Civil Rights. The Subrecipient must administer their housing counseling programs in accordance with and remain in compliance with all corresponding State and Federal regulations and guidance and the following nondiscrimination regulatory and legislative requirements:
 - a. Title VI of the Civil Rights Act of 1964,
 - b. Title VIII of the Civil Rights Act of 1968,
 - c. Executive Order 11063,
 - d. Section 504 of the Rehabilitation Act of 1973,
 - e. The Age Discrimination Act of 1975
 - f. Americans with Disabilities
 - g. Title IX of the Education Amendments of 1972.
 - h. The Fair Employment and Housing Act (federal)
 - i. The Unruh Civil Rights Act of 1959
 - j. California Fair Employment and Housing Act

The California requirements expand upon the federal requirements and are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion, sex/gender, gender identity, gender expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability (mental and physical), genetic information, or age (over 40).

- vii. Fair Housing. In accordance with Section 808(e)(5) of the Fair Housing Act, the Subrecipient must affirmatively further fair housing for classes protected under the Fair Housing Act (Protected classes include race,

EXHIBIT A

color, national origin, religion, sex, disability, and familial status.) the Subrecipient is expected to help remedy discrimination in housing and promote fair housing rights and fair housing choice.

- viii. Accessibility and Facilities. In accordance with 24 CFR 214.103 the Subrecipient, its branches, affiliates, and sub-grantees must (1) Have a clearly identified office, with space available for the provision of housing counseling services. The office should operate during normal business hours and offer extended hours when necessary; (2) Provide privacy for in-person counseling and confidentiality of client records; (3) Provide accessibility features or make alternative accommodations for persons with disabilities, in accordance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), 24 CFR parts 8 and 9, and the Americans with Disabilities Act (42 U.S.C. 12101 et seq).
- ix. Religious Discrimination and Influence. The Subrecipient and their affiliates and branches are prohibited from:(1) discriminating on behalf of or against any segment of the population in the provision of services or outreach, including those of other religious affiliations; and, (2) requiring religious instructions or religious counseling, conducting mandatory religious services or worship, engaging in religious proselytizing, and exerting religious influence in the provision of assistance under the Subrecipient's or its affiliate's or branch's housing counseling Work.
- x. Limited English Proficiency (LEP). The Subrecipient must make reasonable efforts to provide language assistance to persons who are LEP. See guidance in "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" published in the Federal Register on January 22, 2007, or an updated version, to determine the extent of the assistance the Subrecipient should offer based on the client's circumstances.

All clients referred to the Subrecipient by the ReCoverCA Homeownership Assistance program must be served. In cases where the Subrecipient does not offer the unique services requested by the client, is unable to communicate effectively with the client or does not have sufficient resources, the Subrecipient must inform the ReCoverCA Homeownership Assistance program immediately.

- B. Client Intake.** The Subrecipient's housing counselor(s) or administrative staff who is/are trained in requirements of the Privacy Act may obtain basic information to determine if the Subrecipient can assist a client referred by the

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ReCoverCA Homeownership Assistance Program, schedule an appointment with a housing counselor or refer the potential client to other resources. This client intake process is not housing counseling.

- C. Information Dissemination and Correspondence.** In accordance with 24 CFR 8.6 (Effective Communication and 214.103(l)(3)), Subrecipients should indicate on correspondence materials disseminated to clients and prospective clients how to access information through alternative means if they have an impairment, disability, or language barrier, etc. For example, written communications may include instructions on how to contact the Subrecipient via TTY, Relay services or access translation or interpreter services. Additionally, written communication should ask clients and prospective clients whether they need assistance for mobility impairments, visual or hearing impairments or other disabilities.
- D. Counseling Services.** In order for a client to be classified as counseled under HUD's Housing Counseling program, the client must receive all of the basic services outlined in 24 CFR §214.300(6)(b) and Items i – iv below. A housing counselor must perform and document these activities.
- i. Housing counseling. The client must have received counseling on at least one of the topics described in subparagraph I below that enables them to make informed and reasonable decisions to achieve his or her housing goal.
 - ii. Discussion of Alternatives. Counseling must include a reasonable discussion of alternatives and options available to the client. To accomplish this, counselors may discuss specific products, features, properties or programs.

For example, this type of discussion may occur if a recipient of pre-purchase counseling asks questions about a specific loan product or feature, or if the counselor feels that having information about a specific product, feature, property or program is in the best interest of the client.

However, if a counselor discusses specific products, features, properties or programs, they must provide at least three reasonable and comparable alternatives. Therefore, in the example provided the counselor should have given the client the opportunity to consider products from at least three different lenders.

Additionally, when discussing specific loan products or features, at least one of the alternatives discussed by the counselor must be Federal Housing Administration (FHA) products or features, the Federal Government's safe and affordable options for home finance.

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Counselors must not advise clients, or promote specific products, features or programs. Their role is to simply make counseling recipients aware of their options and empower them with the information they need to help them make smart choices. Any discussion of alternative options should be documented in client files.

- iii. Action Plan. Housing counselors and clients must establish an action plan. The action plan outlines what the housing counselor and the client will do in order to meet the client's housing goals and, when appropriate, addresses the client's housing problem(s).
- iv. Financial Analysis. Every housing counseling session requires an analysis of the client's unique financial situation. This includes but is not limited to:
 - a) A review of the client's income, expenses, spending habits, home values and use of credit.
 - b) A comparative analysis of the client's spending habits to determine if the client's habits are more suitable for renting than owning.
 - c) The establishment of a household budget that the client can afford.
- E. Referrals. If a Subrecipient is unable to provide a service and the Subrecipient is aware of a local, state, and federal resource that would help meet the client's needs, the Subrecipient should make the ReCoverCA Homeownership Assistance program aware of this and make referrals to such resources. Referrals made by counselors should be documented in the client file. Examples of referrals may include social service programs, energy assistance programs, fair housing agencies, legal services, etc. In no event or circumstance will the Department have any liability to the client or any other party for any referrals made by the Subrecipient.
- F. Follow-up. Subrecipients must make a reasonable effort to have follow-up communication with the client, to assure that the client is progressing toward his or her housing goal, to modify or terminate housing counseling, and to learn and report outcomes. Client follow-up should be conducted by a qualified housing counselor. Per the most recently published version of the ReCoverCA Housing Counseling Policies and Procedures.
- G. Client File. Set up a confidential client file documenting the activities required by this Work in accordance with applicable HUD approved housing counseling program requirements.

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H. Termination of Counseling. In alignment with Sections F and G, herein, the Subrecipient must document in the client's file when housing counseling services are terminated. The housing counselor must notate the client's file with the date and cause/explanation of termination. Client files must not remain open indefinitely. All terminations of counseling must follow the requirements as set forth in the most recently published version of the ReCoverCA Housing Counseling Policies and Procedures and associated federal requirements for contact attempts, form of contact attempts and documentation.

NOTE: Pursuant to Exhibit B, Section 3A, if the Subrecipient does not have any client contact within a 90-day period, the Subrecipient must not bill or count the nonresponsive client as an active file against any future billing periods.

The Subrecipient should not bill a client file against this ReCoverCA Housing Counseling Grant or continue to count the file as activity under the grant solely because the Subrecipient maintains the file in an open status. Actual counseling, education, preparation, or follow-up activity must occur to justify billing the ReCoverCA Housing Counseling Grant. If a client file remains open over multiple reporting cycles or quarters, the initial counseling or education activity is only billed once against the Housing Counseling Grant, in the quarter it occurred. Even if follow-up occurs in the next billing cycle, it is still a part of the initial counseling interaction already recorded in the previous quarter and must not be counted again. The Subrecipient can, however, bill the grant for follow-up activity that occurs as part of subsequent sessions.

Termination of counseling occurs or may occur under any of these conditions:

1. The client meets his or her housing need and the client has been referred to the appropriate ReCoverCA Homeownership Assistance program, or along with the client, determines, tenancy is the best housing option;
2. The Subrecipient determines that further housing counseling will not meet the client's housing need or resolve the client's housing problem;
3. The Subrecipient attempts to, but is unable to locate the client;
4. The client does not follow the agreed upon action plan;
5. The client otherwise terminates housing counseling;
6. Client fails to appear for housing counseling appointments or fails to respond to Subrecipient inquiries concerning the client's progress in resolving his or her housing need or problem within the timeframe and protocols set forth in the most recently published version of the ReCoverCA Housing Counseling Policies and Procedures; or
7. Other circumstances beyond the participating Subrecipient's or client's control such as a natural disaster that might prevent continuation of counseling.

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I. Approved Housing Counseling, Education topics. The following are examples of approved housing counseling, education topics that the Subrecipient may provide to, and discuss with, clients:

- i. Pre-Purchase/Home Buying/Home Reconstruction. This includes but is not limited to: advice regarding readiness and preparation for maintaining homeownership following reconstruction, and/or new homeownership; Federal Housing Administration insured financing; housing selection and mobility; search assistance; fair housing, fair lending and predatory lending; budgeting and credit; loan product and feature comparison; purchase procedures and closing costs; money management (does not include debt management plan programs); selecting a real estate agent; and home inspection. Home maintenance and financial management for homeowners including the preservation of accessible housing features.

This also may include guidance on: alternative sources of mortgage credit; down payment assistance; locating housing that provides universal design and visibility; how to apply for special programs available to potential homebuyers; how to purchase a home using the Section 8 Homeownership Voucher Program; and referrals to community services and regulatory agencies.

Additionally, for homeownership or tenancy, counseling must include guidance on homeowner and rental insurance for multiple perils and/or standalone fire insurance such as the California Fair Plan. Counseling will include the different coverage levels and features including value coverage, replacement coverage, extended replacement coverage, and additional living expenses coverage, as well as providing information on what the different coverages mean in terms of the ability to recover from another fire or disaster, what the cost is, and how that cost may impact the client's finances.

- ii. Resolving or Preventing Mortgage Delinquency or Default. This includes but is not limited to the consequences of default and foreclosure; loss mitigation, budgeting, and credit; restructuring debt; obtaining re-certification for mortgage subsidy; and establishing reinstatement plans. It may also include helping clients affected by predatory lending; foreclosure prevention strategies; explaining the foreclosure process; providing referrals to other sources; and assisting clients with locating alternative housing.

The earlier that the housing counselor and lender establishes contact with the client, identifies the cause of default and begins to discuss reinstatement options, the more likely it is that the default will be cured,

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and the homeowner will be able to retain ownership. Efforts to assist the client should ideally begin as soon as the loan becomes delinquent. The housing counselor should conduct follow-up housing counseling with the client on an as-needed basis until the default is corrected or the mortgage lender completes foreclosure, and the client has found alternate housing.

- iii. Non-Delinquency Post-Purchase, including Improving Mortgage Terms and Home Improvement. Home maintenance and financial management for homeowners, including, but not limited to: escrow funds; budgeting; refinancing; home equity; home improvement; insurance costs; utility costs; energy efficiency; and rights and responsibilities of home owners.

It may also include: loan and grant options; housing codes and housing enforcement procedures; accessibility codes and how to design features to provide accessibility for persons with disabilities; non-discriminatory lending and funding for persons who modify their dwellings to accommodate disabilities; visibility and universal design; how to specify and bid construction work; and how to enter into and manage construction contracts including actions to address the non-performance of contractors.

- iv. Locating, Securing, or Maintaining Residence in Rental Housing. This refers to rental topics including, but not limited to: HUD rental and rent subsidy programs; other federal, state, or local rental assistance; fair housing; housing search assistance; landlord tenant laws; lease terms; rent delinquency; budgeting for rent payments and renters insurance; and providing assistance with locating alternate housing.
- v. Homeless Assistance. This includes but is not limited to information regarding emergency shelter; other emergency services; and transitional housing.

J. Fair Housing and Other Civil Rights Requirements and Guidance

- i. **Nondiscrimination under 24 CFR §§ 5.105 and 214.503**

Pursuant to 24 CFR § 214.503, all participating agencies must comply with HUD's general nondiscrimination and equal opportunity requirements at 24 CFR § 5.105. For additional information on fair housing, please visit the Office of Fair Housing and Equal Opportunity (FHEO) on HUD's website at www.hud.gov.

- ii. **Promoting Fair Housing and Protecting Civil Rights.** All participating agencies must take reasonable steps to affirmatively further fair housing and to ensure that persons are not denied housing counseling services or

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treated differently on the basis of race, color, sex, religion, national origin, disability, or familial status:

- iii. **Identify Impediments to Fair Housing Choice.** Participating agencies should review the Consolidated Plan and Analysis of Impediments (AI) that cover the jurisdictions in their service area. Another activity that participating agencies may undertake to identify barriers to fair housing choice is a review of their own policies, procedures, and facilities to see if they pose barriers to particular groups receiving housing counseling services.
- iv. **Fair Housing Counseling and Education Activities.** The following are examples of fair housing counseling, education, and outreach topics that participating agencies may provide to, and discuss with, clients in accordance with HUD's regulations at 24 CFR § 214.300 – especially clients in groups that have experienced impediments to fair housing choice:
 1. **Pre-purchase/Home buying--** including, but not limited to: advice regarding readiness and preparation, fair housing rights of clients, identifying housing and lending discrimination and predatory lending;
 2. **Resolving or preventing mortgage delinquency--** including, but not limited to: default and foreclosure, rights of clients, identifying discriminatory or predatory loan terms, loss mitigation, budgeting, and credit;
 3. **Home maintenance and financial management for homeowners--** including, the preservation of accessible housing features; and
 4. **Rental topics--** including, but not limited to: HUD rental and rent subsidy programs; other federal, state or local assistance; fair housing laws; housing search assistance; landlord tenant laws; lease terms; rights of Subrecipients and clients, rent delinquency; reasonable accommodations and modifications for persons with disabilities.
- v. **Responsibilities of intermediaries and sub grantees---** HUD funded grant recipients are obligated under various laws not to discriminate in housing or services directly or indirectly based on race, color, religion, sex, national origin, familial status, or disability. HUD regulations further require that recipients of Federal financial assistance comply with Civil Rights-Related Program Requirements (CRRPRs) that affect nearly every aspect of each program. The Subrecipient must adhere to these CRRPRs whether they receive Federal financial assistance or not as a condition of their participation in ReCoverCA Housing Counseling Program.) All intermediaries and sub grantees are held to the same nondiscrimination and equal opportunity responsibilities of direct recipients of ReCoverCA

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Housing Counseling Services program funds or resources, including but not limited to:

1. Maintaining records and actions taken.
2. Training of staff with applicable civil rights laws and their applications.
3. Counseling and Education and Activities.

Contracts and agreements between the Subrecipient and their affiliates or sub grantees, if any, must include terms to this effect.

- vi. **How to File a Discrimination Complaint with HUD.** For complaints under the Fair Housing Act (42 U.S.C. § 3601, *et seq.*) (nondiscrimination because of race, color, national origin, sex, religion, disability, or familial status), clients of the Subrecipient and the ReCoverCA Homeownership Assistance program may file a discrimination complaint if they believe that they have been subjected to unlawful discrimination. The Subrecipient or a client's representative may file a complaint on the client's behalf. For complaints filed with HUD, the complaint must be filed no later than one year after the last alleged discriminatory act occurred.

If a Subrecipient has a client that needs fair housing assistance the Subrecipient should refer the client to a state, county, or municipal fair housing agency. Discrimination complaints that arise in a jurisdiction that administers a law that HUD has certified as substantially equivalent to the Fair Housing Act will be referred by HUD to the respective state or local government agency. For these certified agencies, the statute of limitations for filing a complaint may vary. For other civil rights complaints such as: Title VI of the Civil Rights Act, 42 U.S.C. § 2000d *et seq.*, (prohibits discrimination on the basis of race, color, and national origin, codified at 24 C.F.R. part 1); **Section 504 of the Rehabilitation Act of 1973** (prohibits discrimination based on disability in any program or activity receiving federal financial assistance, codified at 24 C.F.R. part 8); and Executive Order 11063 (prohibits discrimination on the basis of race, color, religion, national origin and sex, codified, 24 C.F.R. part 107), clients of participating agencies may file a discrimination complaint if they believe that they have been subjected to unlawful discrimination. Participating agencies or a client's representative may file a complaint on the client's behalf.

Complaints filed pursuant to Title VI of the Civil Rights Act and Section 504 of the Rehabilitation Act of 1973 shall be filed within 180 days of the alleged act of discrimination, unless the time limit is extended for good cause shown. Complaints filed pursuant to Executive Order 11063 must

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be filed within one year of date of the alleged act of discrimination unless the time for filing is extended by the Assistant Secretary for FHEO.

HUD offers multiple ways to file a complaint. The client, Subrecipient or a representative may: (1) File a written complaint with the nearest HUD office; or (2) Call the nearest HUD office or (3) Use the following link to access HUD's Fair Housing complaint form:

<http://www.hud.gov/offices/fheo/nov108online-complaint.cfm>. Please note that the TTY numbers listed for those offices are not toll free, or call the toll free national TTY hotline at 1-800-927-9275. Please contact HUD's Office of Fair Housing and Equal Opportunity for additional information at 1-800-669-9777 or for the hearing impaired TTY 1 (800) 927-9275. A list of HUD local offices is available at <http://www.hud.gov/complaints/housediscrim.cfm>.

- K. Industry Standards.** HCD may require, promote or incentivize the adoption of, and implementation of, housing counseling and education standards, by the Subrecipient. These standards may include minimum acceptable counseling and education content and activities, training and testing. These industry standards may be developed or implemented by HUD or by other entities and endorsed by HCD.
- L. Debt Management or Liquidation.** HCD considers debt management service as an activity related to, but apart from, the ReCoverCA Housing Counseling Program process. Negotiating payment plans with creditors and handling the client's money and making payment to the creditors for the client are usually done under a separate client-counselor contract. If the Subrecipient provides this service, the Subrecipient must assure HCD in writing that they comply with all state and local laws, including agency bonding, that govern these services. Fees charged for this service must meet HUD's guidelines and are not related to or connected in any way at all to the ReCoverCA Housing Counseling Program being funded through this Agreement. HCD recognizes that a client may enter a debt management plan as a result of housing counseling. Administration of client debt management plans is not housing counseling and must not be included in an Subrecipient's housing counseling work plan or counseling activity reporting. The Department shall have no liability or obligation of any nature arising from the provision of any debt management services to a client by a Subrecipient or any of its housing counselors.
- M. Knowledge of HUD Programs.** The Subrecipient's housing counselors must have an up-to-date working knowledge of HUD housing and fair housing programs including FHA Single Family mortgage programs.

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- N. Referrals to Community Resources.** The Subrecipient must have established working relationships with private and public service agencies or provide HCD with a plan to actively develop and engage local public service agencies in the geographic area the Subrecipient is completing the Work in, and commensurate with the timing of the Work as described in Exhibit F, that could assist clients, when additional services not offered by the Subrecipient are needed.
- O. Discussion of For-Profit Entities.** Helping clients resolve their housing problems may include discussing for-profit entities such as lenders or real estate professionals. If a client requests information or asks questions about a particular for-profit entity, or if the counselor feels that having information about a specific for-profit entity is in the best interest of the client, the Subrecipient may discuss the entity but must also identify and discuss a minimum of three reasonable alternative for-profit entities, if available.

In the case of lenders, the alternatives must include a discussion of FHA mortgage insurance programs and features.

NOTE: Counselors must not advise clients or promote specific for-profit entities. Their role is to simply make counseling recipients aware of their options and arm them with the information they need to help them make smart choices. Safeguards and disclosures must be used as described in The HUD Housing Counseling Handbook 7610.1 REV-5 Chapter 6, Paragraphs 6-1, Items F and G to avoid conflict of interest.

- P.** The Subrecipient shall perform the funded housing counseling activities described herein. All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by the Department are hereby incorporated as part of the Application as set forth in Exhibit F. The Department reserves the right to require the Subrecipient to modify any or all parts of the Application in order to comply with CDBG-DR and ReCoverCA Homeownership Assistance program requirements. The Department reserves the right to monitor all Work to be performed by the Subrecipient, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.
- Q.** For the purposes of performing the Work, the Department agrees to provide the amount(s) identified in Exhibit B Budget. Unless amended, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or costs not deemed reasonable and necessary by the Program (see Definitions in Exhibit D).

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- R. Housing Counseling Work carried out pursuant to this contract shall meet one of the two CDBG-DR National Objectives:
1. Benefit to Low/Moderate Income Persons; or
 2. Urgent Need
- S. Subrecipient shall collect data and submit reports to the Department in accordance with the reporting requirements detailed in Exhibit D.
- T. If the Subrecipient uses subcontractors to carry out the Work, the Subrecipient shall monitor all housing counseling activities in accordance with the requirements of 2 CFR 200.300-200.346.

4. Effective Date and Commencement of Work

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213 (the "Effective Date").
- B. Subrecipient agrees that no Work toward the implementation of the Program activity or program activity, as identified herein, shall commence prior to the execution of this Agreement by the Department without prior written authorization from the Department .

5. Term of Agreement and Performance Milestones

- A. Term of Agreement:

All grant funds, including grant closeout, must be expended by: **08/15/2025, unless expressly extended by the department in writing.** If CDBG-DR activity funds are not expended by the aforementioned deadline, the Department reserves the right to disencumber the Subrecipient's Award amount in this Agreement by the amount then unspent.

This Agreement will expire on: **08/15/2025**

- B. Performance Milestones: Subrecipient shall adhere to the performance milestones below. Time is of the essence with respect to all such milestones.

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1. Subrecipient must submit monthly report data. The contents of the report shall comply with the requirements set out in Exhibit D.
2. All HCD-referred clients must be contacted within 7 calendar days from the date of referral.
3. Subrecipient will make every effort to ensure completion of the client's action plan within 90 calendar days from the date of referral. Subrecipient will report on the progress of all clients whose action plans have not been completed within 90 calendar days.

Failure to meet performance milestones:

If any performance milestones listed above are not met, the Department reserves the right to withhold further payments to Subrecipient until such time as satisfactory progress is made toward meeting the performance measures. Subrecipient shall diligently work with CDBG-DR staff to submit: (a) a written mitigation plan specifying the reason for the delay; (b) the actions to be taken to complete the task that is the subject of the missed measure deadline; and, (c) the date by which the completion of said task will occur.

The Department reserves the right to reallocate unobligated grant funds within the CDBG-DR program, in its sole and absolute discretion if the Department determines the Subrecipient is unable to meet the performance milestones in a timely manner following the failure to meet said milestones. The Department reserves all rights and remedies available to it in case of a default by Subrecipient of its responsibilities and obligations under the terms of this Agreement. All remedies available to the Department are cumulative and not exclusive.

- C. The Subrecipient and its Contractors, as applicable, shall adhere to all Program performance and milestones as established above.

8. CDBG-DR Program Contract Management

- A. Department Contract Manager: The Department Contract Manager for this Agreement is the CDBG-DR OOR Program Manager or the Program Manager's designee. Written communication regarding this Agreement shall be directed to the Department Contract Manager at the following address:

CA Department of Housing and Community Development

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Division of Financial Assistance – Disaster Recovery Branch
P.O. Box 952054
Sacramento, CA 94252-2054

- B. Contract Management: Day-to-day administration of this Agreement shall take place via Grants Network, including but not limited to:
1. Financial Reports (Funds Requests)
 2. Activity Reports
 3. Other Reports, as required
 4. Submittal of any and all requested supporting documentation
 5. Standard Agreement Issuance and Amendments
- C. Subrecipient Contract Administrator: The Subrecipient Contract Administrator (must be a Subrecipient employee) is identified in the Profile attached to Exhibit F. Unless otherwise directed by the Department, any notice, report, or other communication required by this Agreement shall be directed via Grants Network or written to the Subrecipient's Contract Administrator.

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

- A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section VI.
- B. Program Income: All Program Income is considered a part of state administered CDBG-DR funding and is subject to the same federal requirements for financial administration as grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the state's accounting system.

Funding in this Agreement may include, as applicable, either or both:

- 1) The total new grant award from the NOFA to be encumbered by the Department from grant funds; and/or
- 2) The total locally held Program Income acquired as a result of grant-funded activities by the Subrecipient that will **not** be encumbered by the Department.

This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts, if applicable, must be reported no less frequently than quarterly.

- C. Other Non-State CDBG-DR Funding Sources: The Subrecipient shall report on the value of other contributions included as leverage for each activity via the Funds Request (Financial Report) required for such activity. In Grants Network, funds

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request is called a financial report. The Financial Reports shall be accessed through Grants Network portal, the online grant management system. Disaster Recovery Grant Reporting System (DRGR), Department of Housing and Urban Development (HUD) System.

2. Availability of Funds

The Department's provision of funding to Subrecipient pursuant to this Agreement is contingent on the continued availability of CDBG-DR funds and continued federal authorization for CDBG-DR activities, as well as the conditions set forth in Exhibit D, Section 34. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

- A. No activity costs may be incurred, or funds reimbursed, until the Subrecipient has documented compliance with all applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq.

Activity Delivery costs may be incurred prior to documented NEPA and CEQA compliance. See Section 4(A)(3) below for reimbursement requirements of Activity Delivery costs.

- B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR 200.400 through 475, and as identified in the Subrecipient's application and as detailed in Exhibit E, Section VI, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR 200.317, et seq. and be

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costs required for the activity in this Agreement to meet a National Objective.

- C. **Priority of Funds:** The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Subrecipient must disburse funds from locally held funding intended for the same purposes prior to using CDBG-DR grant resources such as, but not limited to, Program Income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.
- D. **Duplication of Benefits:** Subrecipients may not use CDBG-DR funds for activities or expenditures that have been previously reimbursed or provided for by another federal, state or local agency or any other potential sources of assistance. If a duplication of funding occurs, the Subrecipient must return the CDBG-DR funds expended that resulted in the duplication.
- E. **Withholding Funds:** The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Subrecipient's financial management system meeting the requirements of 2 CFR 200.302, and the internal control requirements of 2 CFR 200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Subrecipient, including without limitation, the failure of Subrecipient to meet any Performance Milestone deadlines set forth herein.
- F. **Disencumbering Funds:** The Subrecipient agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent by Subrecipient prior to the expenditure deadline will be subject to disencumbrance by the Department.
- G. **Indirect Costs:** If Subrecipient wishes to charge for indirect costs, the Subrecipient must develop an indirect cost allocation plan for determining the appropriate CDBG-DR share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.

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- H. Pre-Agreement Costs: Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Section VI, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria.

The Subrecipient agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Section VI, Project Budget, will **not** be paid by the Department.

- I. Administration Funds: Costs related to the management, oversight and administration of a grant-funded project are considered administrative costs under CDBG-DR. Inclusion of eligible administration costs for the Subrecipient will be at the sole discretion of the Department. The Subrecipient may request reimbursement of administration costs incurred from the administration of any project under this agreement only if included in the activity budget.

4. Method of Payment

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Financial Report through must be for a minimum of \$1,000.00, with the exception of the final funds request, which must be marked "Final". Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Subrecipient to the Department.

- A. Reimbursements: The Department will reimburse the Subrecipient its allowable costs for the services identified in this Agreement in Exhibit E, Section VI, upon presentation of invoices which Subrecipient certified are true and correct copies of payments due on behalf of the Subrecipient for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Subrecipient may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

- 1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Subrecipient must submit a

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“Reimbursement Request,” which shall include all Department required forms as according to the applicable deadlines. Financial Reports and Activity Reports are to be submitted once per month.

Activity Reports capture milestones and the progress of the reporting period. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Subrecipients must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.

- 2) Subrecipients shall submit funds requests (Financial Reports), as defined in 1(C), according to the schedule selected above. If no funds have been expended, the Subrecipient shall provide a description of work completed and an explanation of why no funds have been expended.
 - 3) Financial Reports shall be paid only after such costs are incurred for Work completed, provided the Department determines that the Project Milestones (see Exhibit E) in this Agreement are on track. Subrecipient may expend up to the indicated Activity Delivery amount as identified in Exhibit E.
- B. Advances: The Subrecipient must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department’s consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.
- C. Final Payment Requests:
- 1) Funds Requests (Financial Report): All requests for final reimbursement must be submitted through Grants Network before the Expenditure Deadline referenced in Exhibit A, Section 4 of this Agreement.
 - 2) Reimbursement of Advance Payment: The last advance payment must be submitted to the Department through Grants Network no later than sixty

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(60) days prior to the Expenditure Deadline of this Agreement.

- 3) **Return of Unexpended Funds:** All funds received in advance by the Subrecipient but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State CDBG-DR Grants Management Manual. All returned funds will be disencumbered and unavailable to Subrecipient.
- 4) **All Funds Not Previously Requested:** If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department before the Expenditure Deadline, and the Subrecipient has not requested an extension per Exhibit A Section 4, (Term of Agreement and Performance Milestones), the Department may disencumber any funds remaining and such grant funds will no longer be available for the Subrecipient.
- 5) **Recapture of Improper Payments:** If any review of funds disbursement determines that payment was made for ineligible expenses, pursuant to this Agreement, the amount of CDBG-DR funds provided to reimburse the expenses must be recaptured by the Department. The reasons for a recapture of funds by the Department include, but are not limited to, the following:
 - The Subrecipient does not comply with the terms of this Agreement or any agreement executed by the Subrecipient and the Department in connection here with;
 - The Subrecipient withdraws from the Program prior to completion of the Approved Project(s); and/or
 - The Subrecipient fails to meet a National Objective as defined under 24 CFR § 570.208

The Subrecipient must return the amount determined ineligible by the Department no less than thirty (30) days from the written notification. The potential recapture of funds pursuant to this provision is in addition to, and not in lieu of, any other rights and remedies of the Department under this Agreement (see also Exhibit D, Section 4).

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5. **Budget Revisions and Amendments**

Budget line item adjustments may be made in accordance with the following:

- A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:
- 1) Adjustments that reallocate funds between budget line items, including between Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving Administration funding are subject to applicable Administration caps identified in the Notice of Funding Availability.
 - 2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing the overall budget.

Budget Revisions must be approved by the Department in its sole discretion prior to implementation. Submission and approval for budget revision shall be executed either through HCD's Grants Network system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.

- B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Subrecipient and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Subrecipient to proceed.

6. **Grant Closing Requirements**

- A. Expenditure Deadline:

- 1) All Program funds shall be expended no later than the Expenditure

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Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted no later than 30 days prior to the Expenditure Deadline.

- 2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

Closeout Procedure: The Subrecipient must submit the following at the completion of the activity:

- 1) A Final Activity Report that includes all required reporting data for the activity;
- 2) A filed Notice of Completion (if applicable);
- 3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto; and,
- 4) A resolution from the governing body acknowledging the accomplishments of the activity and confirming that the activity is complete and that all outstanding funds have been reimbursed by the Department.

If the Subrecipient identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within twenty-four (24) months after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in DRGR for final reporting to HUD.

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CDBG-DR PROGRAM TERMS AND CONDITIONS

1. Definitions

- A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305, 24 CFR 570.482, or as identified within the applicable waivers and alternative requirements provided in the applicable Federal Register Notice.
- 1) Acquisition (§ 5305 (a)(1))
 - 2) Public Improvements (§ 5305 (a)(2))
 - 3) Public Facilities (§ 5305 (a)(2) and (5))
 - 4) Code Enforcement (§ 5305 (a)(3))
 - 5) Housing Rehabilitation (§ 5305 (a)(4))
 - 6) Public Services (§ 5305 (a)(8))
 - 7) Planning and Technical Assistance (Section 105(a)(12), (14) and (19))
 - 8) Business Financial Assistance (§ 5305 (a)(17))
 - 9) Microenterprise Assistance (§ 5305 (a)(22))
 - 10) Homeownership (§ 5305 (a)(24))
- B. "Activity Budget" means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.
- C. "Activity Delivery" (AD) means any reasonable and necessary costs that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Subrecipient may expend up to the indicated AD as identified the NOFA that is associated with this Agreement or any relevant CDBG or CDBG-DR Management Memo. CDBG-DR funds for AD cannot be drawn

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down unless CDBG-DR activity costs have previously been drawn down or are being drawn down on the same funds request.

- D. "Activity Reports" are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.
- E. "Area Median Income (AMI)" means the median family income for specific geographic areas, adjusted for household size, as calculated by HUD, and published annually by the Department at <https://www.hcd.ca.gov/grants-funding/income-limits/state-andfederal-income-limits.shtml>.
- F. "California Environmental Quality Act (CEQA)" is a state statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.
- G. "Contractor" is a properly licensed person or company who is procured competitively that Subrecipients hire to undertake a contract to provide materials or labor to perform a service or do a job for a project.
- H. "Department" means the California Department of Housing and Community Development.
- I. "Disaster Recovery Grant Reporting System (DRGR)" is the electronic system primarily used by the Department to access Grant Funds from HUD and report performance accomplishments for grant-funded activities to HUD. The DRGR system is used by HUD to review grant-funded activities, prepare reports to Congress and other interested parties, and monitor program compliance.
- J. "Duplication of Benefits (DOB)" occurs when financial assistance received from another source is provided for the same purpose as the CDBG-DR funds, in accordance with Federal Register Notices 84 FR 28836 and 84 FR 28848.
- K. "Funds Request" is also identified as a Financial Report and refers to the forms and processes required to request the drawdown of CDBG-DR funds (requests

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for funds must be a minimum of \$1,000.00 unless it is the final Financial Report for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.

- L. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. 5305(a)(13).
- M. "Low- to Moderate- Income (LMI)" refers to individuals or households having incomes not more than the "moderate-income" level (80% Area Median Family Income) set by the federal government for the HUD-assisted programs. This income standard changes from year to year and varies by Household size, county and the metropolitan statistical area.
- N. "National Environmental Protection Act (NEPA)" is the federal law and associated regulations which establishes a broad national framework for protecting the environment. NEPA's basic policy is to assure that all branches of government consider the environment prior to undertaking any major federal action that could significantly affect the environment.
- O. "Pre-Agreement Costs" are pre-award costs as defined at 2 CFR 200.458 and 24 CFR 570.489(p) and are costs that are eligible per 2 CFR 200.400 et.seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.
- P. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.
- Q. "Program Guidelines" means the CDBG-DR Program Guidelines as adopted or amended that detail the operation of the State CDBG-DR program, as per Health and Safety Code 50826.1(a) that states that the regulations are repealed upon adoption of guidelines.
- R. "Program Income", as defined in 24 CFR 570.489(e), means gross income

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- received by the Subrecipient that is directly generated from the use of CDBG-DR funds. When such income is generated by an activity that is only partially assisted with CDBG-DR funds, the income shall be prorated to reflect the percentage of CDBG-DR funds used.
- S. "Project" means eligible public service program, planning effort, housing rehabilitation, or capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities. A project may be made up of more than one eligible activity.
- T. "Subrecipient" means the jurisdiction that applied for CDBG-DR funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR 200.

2. **Eligible Activities**

Subrecipient will only use funds under this Agreement for the activities identified in Exhibit E. All activities must be eligible CDBG activities as authorized under 42 U.S.C. 5305 and 24 CFR 570.482.

3. **National Objectives**

Subrecipient will only use funds in support of the National Objective identified in Exhibit E, Section IV. All CDBG-DR funded grant activities must meet a National Objective as defined in 42 U.S.C. 5304(b)(3), as amended, and 24 CFR Part 570.208.

Real property acquired in whole or in part with CDBG-DR funds must be used to meet the same National Objective for which it was purchased for no less than five years after project closeout. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG-DR funds.

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4. Termination and Remedies for Noncompliance

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR 200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

- A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Subrecipient. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the portion to be terminated and the effective date.
- B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Subrecipient's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR 200.339(b).
- 1) The Department may initiate remedies for noncompliance as identified in 2 CFR 200.338 at any time it has been determined that the Subrecipient is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.
 - 2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Subrecipient shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Subrecipient is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must

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be communicated in writing by the Department.

- 3) The Department's remedies for Subrecipient's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:
 - Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
 - Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - Wholly or partly suspend or terminate the current award for the Subrecipient's program or project, as applicable.
 - Withhold further and/or future awards of CDBG-DR funds.
 - Request that HUD initiate federal suspension debarment proceedings.
 - Take other remedies that may be legally available, including, but not limited to:
 - (a) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.
- 4) In taking an action to remedy noncompliance, the Department will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.341 and/or the Department's Monitoring Plan and associated exhibits.

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- C. Effects of Suspension and Termination: Subrecipient costs resulting from obligations incurred by the Subrecipient or any of the Subrecipient's contractors during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR 200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Subrecipient or any of the Subrecipient's contractors from being subject to non-procurement debarment and suspension requirements at 2 CFR 2424. CDBG-DR funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(l).
- D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

5. **Severability**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Subrecipient shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

6. **Waivers**

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. All waivers must be in writing signed by the waiving party in order to be effective. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Subrecipient of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

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7. Uniform Administrative Requirements

The Subrecipient, its agencies or instrumentalities, and contractors shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

- A. Single Audit Compliance: Funds will not be disbursed to any Subrecipient identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.
- B. Accounting Standards: Subrecipient agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300 et seq, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- C. Suspension and Debarment: By executing this Agreement, Subrecipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

8. Compliance with State and Federal Laws and Regulations

- A. Subrecipient, its agencies or instrumentalities, and contractors shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG-DR program.
- B. Subrecipient shall comply with the requirements of 24 CFR 570.480 et seq., the Housing and Urban Development (HUD) regulations concerning State administered Community Development Block Grants, 2 CFR 200, Uniform

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Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 2400, Title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. § 12701 et seq.) and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

9. **Affirmatively Furthering Fair Housing**

Subrecipient shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.), as the same may be amended from time to time. Subrecipient shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430), as the same may be amended from time to time.

10. **Equal Opportunity Requirements and Responsibilities**

Subrecipient agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG-DR certifications. The obligations undertaken by Subrecipient include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

- A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;
- B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving

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federal funding; Section 104(d) regarding relocation and displacement and Section 109 of Title 1 of the Housing and Community Development Act of 1974 prohibiting discrimination in CDBG-DR funded programs, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

- C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

11. Procurement

The Subrecipient shall comply with the procurement provisions in 2 CFR Part 200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et al, as applicable. All procurements must be conducted in a fair, open, and competitive manner in compliance with both the spirit and the letter of applicable federal and state procurement laws.

12. Contractors and Subrecipients

- A. Subrecipient shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG-DR funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

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- B. Any agreement between the Subrecipient and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR 200.
- C. Subrecipient shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Subrecipient is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.
- D. Subrecipient shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

13. **Construction Standards**

The Subrecipient and its contractors shall ensure that any construction activity as part of this agreement complies with the following requirements:

A. California Building Codes (CBC) (Cal. Code Regs., Title 24):

All residential construction projects shall comply with the housing construction codes of the State of California.

B. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157):

The Architectural Barriers Act (ABA) stands as the first measure by Congress to ensure access to the built environment for people with disabilities. The law requires that buildings or facilities that were designed, built, or altered with federal dollars or leased by federal agencies after August 12, 1968 be accessible.

C. California Green Buildings Standards Code (CALGreen) (Title 24, Part 11 of the California Code of Regulations):

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All new construction of residential buildings or reconstruction of substantially damaged buildings must incorporate California Green Buildings Standards Code (CALGreen).

D. Sustainability Requirements:

All rehabilitation, reconstruction, and new construction must be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Wherever feasible, the Subrecipient, Subrecipient's Developers and Contractors must follow best practices, such as those provided by the U.S. Department of Energy, Home Energy Professionals: Professional Certifications and Standard work specifications.

E. National Floodplain Elevation Standards:

Subrecipients and contractors must comply with the national floodplain elevation standards for new construction, repair of substantially damaged structures, or substantial improvements to residential structures in flood hazard areas. All structures designed for residential use within a 100-year (or one percent annual chance) floodplain will be elevated with the lowest floor at least two feet above the base flood elevation level and comply with the requirements of 83 FR 5850 and 83 FR 5861.

F. Wildland-Urban Interface Building Codes (WUI Codes):

All Approved Projects under this program that are located in a CAL FIRE high fire zone must comply with applicable WUI codes, found in Title 24, Chapter 7a of the California Building Code, which offer specific material, design and construction standards to maximize ignition- resistance.

14. Requirements for Economic Development Activities

- A. Public Benefit Standards for Economic Development Activities: Per 24 CFR 570.482 (e) (f), (g) and 570.483(b)(4), the Subrecipient must comply with federal underwriting standards and must meet the public benefit standards for all CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of

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public benefit standards is mandatory.

- B. Anti-Job Pirating Certification: Pursuant to 24 CFR 570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

15. **Rights to Inventions Made Under a Contract or Agreement**

Subrecipient shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulation issued by the awarding agency.

16. **Prohibition Against Payments of Bonus or Commission**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,
- B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

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17. Reporting Requirements

- A. Requirements: During the term of this Agreement, the Subrecipient must submit all CDBG-DR program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Subrecipient's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.
- B. Reporting Period: Subrecipient shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Expenditure Deadline as defined in Exhibit A.
- C. Final Reporting Deadline: Subrecipient shall complete all required reporting for this activity no later than five (5) years from the execution date of this Agreement as identified on the STD 213.
- D. Asset Reporting: Subrecipient shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG-DR funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

18. Fiscal Controls

Subrecipient shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Subrecipient shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Subrecipient under this Agreement.

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- A. **Deposit of Funds:** Subrecipient shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG-DR funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.
- B. **Fund Management:** Subrecipient shall deposit funds in an account requiring two signatures for disbursement and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;
- C. **Fiscal Liability:** Subrecipient shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are the result of Subrecipient's or its contractor's conduct under this Agreement. Subrecipient shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.
- D. **Fiscal Records:** All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.
- E. **Program Income:** Any and all Program Income received by Subrecipient during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG-DR grant funds in a single account. Program Income funds must be reported monthly to show source, amounts, expenditures, and remaining balance. Program income remaining at the end of each quarter is remitted to the state.

19. **Reversion of Assets**

Upon expiration of this Agreement, Subrecipient shall transfer to the Department any CDBG-DR funds, excluding Program Income, in Subrecipient's control at the time of expiration. Further, any real property under Subrecipient's control that was acquired

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and/or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the Subrecipient in the form of a loan and Program Income) in excess of \$25,000.00 shall be either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.
- B. Disposed of in such manner that Subrecipient is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Subrecipient provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

20. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the CDBG-DR grant no less than once during the period of this Agreement. The Subrecipient shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Subrecipients and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Subrecipient that the HCD contract has been closed according to the record retention requirements at 2 CFR 200.333.

Subrecipients and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of

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monitoring, auditing, or otherwise examining said materials.

21. Inspections of Grant Activity

The Department and HUD reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

- A. The Subrecipient shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
- B. The Subrecipient agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

22. Signs

If the Subrecipient places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG-DR Program.

23. Insurance

Subrecipient shall comply with all requirements outlined in the (A) General Provisions section and (B) Contract Insurance Requirements outlined in this section. No payments will be made under this Agreement until the Subrecipient fully complies with all requirements.

A. General Provisions Applying to All Policies

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- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original terms of the Agreement.
- 2) Policy Cancellation or Termination & Notice of Non-Renewal – Subrecipient is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Subrecipient agrees no work or services will be performed prior to obtaining such approval. In the event Subrecipient fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- 3) Premiums, Assessments and Deductibles – Subrecipient is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VII. If the Subrecipient is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

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- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor’s obligations under the Agreement.
- 8) Available Coverages/Limits – All coverage and limits available to the Subrecipient shall also be available and applicable to the State.
- 9) Satisfying an SIR - All insurance required by this Agreement must allow the State to pay and/or act as the contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion.
- 10) Use of Contractors and Subcontractors - In the case of Subrecipient’s utilization of contractors and subcontractors to complete the contracted scope of work, the Subrecipient shall include any prime contractor as insured’s under Subrecipient’s insurance or supply evidence of the contractor’s insurance to The State equal to policies, coverages, and limits required of the Subrecipient.

B. Contract Insurance Requirements

Subrecipient shall provide evidence of the following on a certificate of insurance evidencing the following coverages:

- 1) **Commercial General Liability** – Subrecipient shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Subrecipient’s limit of liability.

The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.

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- 2) **Automobile Liability** – Subrecipient shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.

- 3) **Workers Compensation and Employers Liability** – Subrecipient shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. In addition, employer’s liability limits of \$1,000,000 are required. By signing this Agreement, Subrecipient acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

24. **Force Majeure**

A Force Majeure is an unforeseeable event outside of a Subrecipient’s reasonable control which prevents or delays performance of that Subrecipient’s obligations under this Agreement. Such event does not include the normal risks a Subrecipient assumes when it enters a contract. A Force Majeure event is a natural disaster such as an earthquake, flood, hurricane, pandemic, an Act of God, act of war, act of public enemies of this state or of the United States, or other similar event.

Force Majeure also includes actions or measures taken by any governmental authority, including executive orders, public health orders, other governmental orders, laws, regulations, or other government actions taken in response to a “Force Majeure” event, such as a quarantine or other restriction which prevents or delays the performance of a Subrecipient’s obligations under this Agreement.

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If a Subrecipient chooses to assert "Force Majeure", it must give notice to the Department under this Agreement within ten (10) days of the occurrence of the Force Majeure event. Notice is to be given in accordance with the notice provisions of this Agreement, and must include a description of the Force Majeure event, how said event has prevented or delayed the Subrecipient's ability to perform its obligations under this Agreement, a description of reasonable measures the Subrecipient proposes to take to resume performance of its obligations under this Agreement, and a date by which the Subrecipient anticipates it will resume performance of its obligations. Any changes or extensions to the term of the agreement due to a "Force Majeure" notice will require the Department's approval as described in Exhibit A, Section 3.

25. Anti-Lobbying Certification

Subrecipient shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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26. **Conflict of Interest**

Pursuant to 24 CFR 570.489(h) and 2 CFR Part 200.112, no member, officer, or employee of the Subrecipient, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

27. **Obligations of Subrecipient with Respect to Certain Third-Party Relationships**

Subrecipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Subrecipient. The Subrecipient shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Subrecipient, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)].

28. **Energy Policy and Conservation Act**

This Agreement is subject to 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 (Pub. L. 94-163, 89 Stat. 871).

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29. **State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03)):**

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:
- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - 4) The Department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of

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Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

Applications: Lauren Lovett - Navicore Solutions

EXHIBIT E

Award Number

22-OORHC-00003

PO Number**Record Title**

Lauren Lovett - Navicore Solutions

Organization Name

Garden State Consumer Credit Counseling, Inc. dba Navicore Solutions

Profile

llovett@navicoresolutions.org

Section 1: Threshold Eligibility Requirements

This section asks about basic threshold eligibility requirements that must be met before submitting an application. Please read all questions carefully.

Is your organization certified by HUD to offer housing counseling services with a certificate date prior to the NOFA issue date?

Yes

If yes, please upload HUD certification showing date organization was certified

HUD Certification_Navicore Solutions.pdf

Is your organization a Tax-exempt organization under Internal Revenue Code (IRC) section 501 (a) as described in IRC section 501(c) (26 U.S.C. 501 (a) and (c))?

Yes

If yes, please upload evidence of the Tax Exempt Status

IRS Tax Exempt Status Affirmation Letter_Navicore Solutions.pdf

Is your organization in good standing under the laws and regulations of the organization's home state?

Yes

Is your organization authorized to do business in the State of California?

Yes

Is your organization in good standing with the California Department of Housing and Community Development?

Yes

Has your organization, any intended sub-Applicants, contractors, subcontractors, program partners, staff, or Team Members ever been (or currently) debarred, suspended, proposed for debarment, or are declared ineligible or voluntarily excluded from participation from federally assisted programs?

No

If no, please upload a SAM.gov screenshot showing the date of generation that demonstrates your organization is in good standing with the Federal Government, has a registered and active DUNS number, and is not debarred or prohibited from receiving federal funds.

SAM Screenshot_Navicore Solutions.pdf

To reduce delays in the application review, award, and contracting processes applicants are required to use the HCD Board Resolution Document in Exhibit D of the NOFA announcement. A copy can also be downloaded from the solicitation listing:
https://gn.ecivis.com/GO/srmng_downloadSolicitationFileExt/SOLICITATIONFILEID/_nE9W4_PKxs~

Upload fully executed Board Resolution

Board Resolution_Navicore Solutions_04.18.21.pdf

Are there single audits of your organization on file?

Yes

If yes, upload your organization's most recent single audit (single file, PDF or Word format)

Single Audit Filing_Navicore Solutions.pdf

In your organization's most recent single audit, were there any findings by the auditing entity?

No

Please complete and upload the form STD 204 found in the solicitation listing:

https://gn.ecivis.com/GO/srmng_downloadSolicitationFileExt/SOLICITATIONFILEID/o62ovzbuf14~

STD 204 - Payee Data Record_Navicore Solutions_.pdf

You have provided information to the Department about your organization's experience, processes, policies, and procedures related to the management of federal funding. If this application is selected, these submissions, in addition to discussions you have with the Department, have been used to inform this Agreement and are being materially relied upon by the Department in agreeing to enter into this Agreement.

LL

Should there be substantive changes to your organization, key personnel, methods, capacity, policies, or processes that impact the implementation of this Agreement, your organization shall promptly notify the Department of said changes

LL

During the term of this Agreement, your organization agrees to timely provide documents and information to facilitate the Department's Subrecipient monitoring risk assessment process. Your organization further agrees to comply with the requirements, requests, and results of the Department's risk assessment, including participation in Subrecipient monitoring events

LL

Section 2: Mandatory Requirements

2.1 Applicant must submit to HCD organizational documents, and all amendments thereto, as well as related documents, all of which will vary depending on the Applicant's organization-type, and may include (but are not limited to) Articles of Incorporation, Certificates of Limited Partnership, Articles of Organization, Bylaws, Operating Agreements, Partnership Agreements, Joint Venture Agreements, Certificates of Good Standing

Please upload all organizational documents as one PDF or Word file

Organizational Documents_Navicore Solutions.pdf

2.2 Financial Controls

Please upload your organization's proposed policies and procedures to show how the organization maintains sufficient internal financial controls

Please upload all policies and procedures as one PDF or Word file

Accounting Policies and Procedures_Navicore Solutions.pdf

If financial management policies and procedures are included in another document reference the document name, if they are not available provide status of development.

2.3 Conflict of Interest Policies and Certification

Applicant must certify that no officer, agent or employee of the Government of the State of California, HCD, or its Government Entities and instrumentalities, has a monetary interest in the Application or has participated in contract negotiations on behalf of the Government of the State of California or HCD; that the Application is made in good faith without fraud, collusion, or connection of any kind with any other Applicants; that the Applicant is competing solely in its own behalf without connection with, or obligation

to, any undisclosed person or firm; and that the Applicant has not been convicted or has plead guilty in a state or federal court or any other jurisdiction of the United States of America.

Upload Conflict of Interest Policies and Procedures and/or Conflict of Interest certification

Conflict of Interest Policies and Certification_Navicore Solutions_.pdf

If conflict of interest policies and procedures and/or certification are included in another document reference the document name, if they are not available provide status of development.

Section 3: Qualification Requirements

3.1 Capacity to Provide Services

Provide a brief history (Profile) of your organization's history of performing the housing counseling activities you indicated in the eligibility section.

Navicore Solutions, a Garden State Consumer Credit Counseling 501 (c) (3) non-profit organization, was founded in 1991 and “strengthens the well-being of individuals and families through education, guidance, advocacy and support.” Our HUD approved main office is located in Manalapan, NJ with additional HUD approved counseling branch locations in Hammonton, NJ, Mansfield, MA, Raleigh, NC, Dallas, TX, Roseville, MN, Henderson, NV, San Diego, CA, Peoria, IL, St, George, UT, Bensalem, PA, and Stamford, CT. We have served the communities and counties surrounding San Diego since 2008.

Initially approved by the U.S. Department of Housing and Urban Development (HUD) in 2003, our agency became an approved Housing Counseling National Intermediary in 2013 and has adopted the National Industry Standards for Homeownership Education and Counseling. Our organization is an active member of the New Jersey affiliate of the JumpStart Coalition for Financial Literacy and the Coalition of National Intermediaries. In addition, we are a National Foundation for Credit Counseling (NFCC) member and became accredited by the Council on Accreditation (COA) in 2011, after maintaining ISO certification since 2000. COA’s commitment to maintaining the highest level of standards and quality improvement is designed to identify providers that have set high performance standards for themselves and made a commitment to their constituents to deliver the highest quality services.

We served as one of the five leading housing counseling organizations that partnered with the Homeownership Preservation Foundation (HPF) to provide foreclosure prevention counseling via the national 995 HOPE hotline and was actively involved in a post modification program through HPF where we counseled thousands of clients of several mortgage servicers. Our agency was also a recipient of NeighborWork America’s Project Reinvest Financial Capability Program funding as well as their National Foreclosure Mitigation Counseling (NFMC) program.

We have additionally collaborated with several national and state housing related initiatives: Hardest Hit Fund Housing Counseling Programs in NJ, CA, NV and IL; state mediation programs in New Jersey and Illinois; AG Settlement programs in IL, MD, NC and NV; the Sandy Homeowner and Rental Assistance Program (SHRAP), assisting families that were impacted by Hurricane Sandy and currently are part of the Social Services for the Homeless Program, the NJ Department of Consumer Affairs Sandy Recovery Division Counseling Program, New Jersey Housing and Mortgage Finance Agency’s Mediation Program and Middlesex County, NJ Rental Assistance Program.

In response to the disastrous economic effects of the current pandemic, in May of 2020, Navicore Solutions developed a COVID-19 Financial Recovery Program, providing key services and connecting households with critical resources to help overcome financial hardship.

We are a national leader in our industry, providing compassionate counseling to consumers in the areas of personal finance consumer credit, student loans, housing, foreclosure prevention, disaster and COVID-19 recovery. Our vision is to stabilize households in the local communities we serve as well as throughout the United States through our comprehensive counseling services. Through our partnering agencies, we are able to connect with various populations in need and have become a common resource for low-and-moderate income and housing insecure individuals and families throughout the country.

Provide your organization's tax-ID

22-3120920

Provide the year your organization was formed

1991

Does your organization have a valid, active registration in the System for Award Management (SAM)?

Yes

Provide your organization's Data Universal Numbering System (DUNS) identifier.

625126461

Please provide a detailed description of your organization's form of business

As an organization, Navicore Solutions' core services include:

- Housing Counseling - Navicore Solutions housing counseling services include pre-purchase, rental, default/foreclosure, home equity conversion mortgage and home equity conversion default counseling. As a component of default/foreclosure counseling, a certified Housing Counselor assists the homeowner with negotiating a repayment plan, securing a loan modification or other possible solutions that will allow the homeowner to retain homeownership. Our housing counseling programs are integrated with others that address the needs of community residents.
- Personal Financial Counseling - Navicore Solutions counselors conduct a complete budget analysis for consumers to assess their monthly financial profile. Upon completion of the analysis the counselor may offer suggestions for cutting expenses and/or increasing income. Counselors may refer to our Counselor Resource List, an expensive compilation of other social service organizations that can help with utility costs, prescription costs, childcare costs, and a host of their needs. Also offered is our budgeting program, Budgeting Steps and Tips, which guides consumers through a 4-week expense and income tracking program to help them establish a budget that fits their needs.
- Financial Education - Navicore Solutions' delivers financial education through counseling, workshops, and written material. Topics include credit reports, credit card fraud, identity theft, saving for college, purchasing a car, debit cards, re-establishing credit, etc. A minimum of 8,000 financial education materials are provided monthly to consumers nationwide. Our agency has become a preferred provider of workshops and seminars for local community members and clients on a wide range of financial education topics. Workshops currently offered target low-income, at-risk individuals who are transitioning from public assistance to employment, single parents, seniors, students, and domestic abuse survivors.
- Debt Management Program - Navicore Solutions' Debt Management Program (DMP) is a consolidation of all unsecured debt. Through this program, creditors may offer concessions such as lower interest rates and/or the elimination of late and over-limit fees. The DMP is offered as a viable alternative to bankruptcy, but only if it is deemed and appropriate solution and the consumer agrees to the terms and conditions of the plan. Navicore Solutions provides ongoing counseling at no cost throughout the client's enrollment in the DMP. Client Guidance Counselors are available to help resolve the client's financial problems with care, compassion, and the client's best interest in mind. In addition, all DMP clients are provided with the Money in Motion financial education course.
- Pre-petition bankruptcy counseling and post-petition bankruptcy education - Navicore Solutions is approved by the US Trustees Office to offer the counseling and education components required under the Bankruptcy Abuse Protection and Consumer Protection Act of 2005. The counseling component involves a thorough assessment of the debtor's financial situation and explores the options available.
- Student Loan Counseling - Navicore Solutions offers comprehensive student loan debt counseling services to anyone in need. Our certified counselors provide an in-depth review of the borrower's current financial situation, obstacles related to student loan repayment and help in determining eligibility for federal programs to assist in repayment.
- Disaster Recovery Counseling - Navicore solutions offers comprehensive counseling services to victims of natural disasters to help address their housing needs, apply for applicable programs, connect with resources, and establish an action plan to recovery.

Provide a list of the names, telephone numbers and email addresses of your organization's officers, directors, members, and any partners, if applicable

Navicore Solutions' Officers

Joel Greenberg, Executive Director
732-409-6281
jgreenberg@navicoresolutions.org

Jill Feldman, Chief Operating Officer and President
732-409-6281
jfeldman@navicoresolutions.org

Todd Suler, Chief Financial Officer and Treasurer
732-409-6281
tsuler@navicoresolutions.org

Diane Gray, Chief Program Officer
732-409-6281
dgray@navicoresolutions.org

Kelly Zambrano, Corporate Secretary
732-409-6281
kzambrano@navicoresolutions.org

Navicore Solutions' Board of Trustees:

Dennis J. Pitocco, Board Chair
813-777-0229
bizmastersglobal@gmail.com

Basil P. Katsamakias
212-724-2200, Ext. 115
basil@quadpartners.com

Joel Greenberg
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jgreenberg@navicoresolutions.org

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Steve.freiman@comcast.net

Joseph H. Timko

973-214-7155
Timko.joe@gmail.com

Donell Young
203-810-1057
dyoung@factset.com

Provide a point of contact for this application (minimum name, job title, email, phone number)

Name: Lauren Lovett
Job Title: Grants Manager
Email: llovet@navicoresolutions.org
Phone: 732-409-6281, ext. 80433

Upload an Organizational Chart of your organization with lines of responsibility and authority in the administration of the Applicant's business as a housing counseling organization.

Organizational Chart_Navicore Solutions.pdf

Provide an availability chart that shows: immediate availability; availability of the staff in a year; percentages of available time; and committed time to other projects.

NOTE: If your organization is not based in California, you must provide the functional full-time equivalents (FTEs) that will be based and staffed in California.

Upload your availability chart as a single document (single file, PDF or Word format)

AvailabilityChart_NavicoreSolutions_04.18.22.pdf

Is there any pending, threatened, or recent (within the past five (5) years) litigation, arbitration, sanctions and/or administrative complaints against your organization or your subcontractor, if subcontracting applies?

No

Describe how performance on previous housing counseling projects and contracts for federal programs qualifies your organization to develop and implement this project, especially any disaster related housing counseling projects

As an organization, the primary focus of Navicore Solutions is to ensure the consistent delivery of high-quality services to our clients, program partners and employees. This is achieved through continuous endeavors to improve our quality system in the areas of policy, procedures, human resources, and agency efforts. Our Executive management is actively involved in numerous nationwide associations and is consistently sought out for guidance and direction in the credit and housing industry. Our agency remains a valued resource not only for those seeking assistance, but also for those who provide financial education resources to residents in their communities, counties, or states. Our Board of Trustees meets on a quarterly basis to be kept current on the organization's services and activities focusing on ensuring fiscal responsibility of all funding and contributions received in support of our organization. They work in conjunction with our Executive Management team to develop strategic plans for the organization and monitor its progress. We are recognized within the industry as leaders in the provision of counseling services and have maintained all licenses on a state and national level.

Our organization's five core competencies define the values and beliefs of our employees and our organizational vision: 1.) Quality and compassionate counseling; 2.) Excellence in customer service; 3.) Organizational ethics, leadership, reputation, and consumer advocacy; 4.) Ability to build and scale for new programs and services; 5.) Relationship building and responsiveness to third parties.

As a HUD Approved Housing Counseling agency, Navicore Solutions served as one of the five leading housing counseling organizations that partnered with the Homeownership Preservation Foundation (HPF) to provide foreclosure prevention counseling via the national 995 HOPE hotline and was actively involved in a post modification program through HPF where we counseled thousands of clients of several mortgage servicers. Our agency was also a recipient of NeighborWork America's Project Reinvest Financial Capability Program funding as well as their National Foreclosure Mitigation Counseling (NFMC) program.

Navicore Solutions strives to be a leader by fostering responsible financial habits for people at risk of eviction or foreclosure. Primary populations seeking our counseling services are individuals and families of low and moderate income that are facing a financial crisis and are at a crossroad where an uneducated decision or misguided advice could adversely affect their credit history, financial stability, or financial goals. Our in-depth knowledge of the needs of those who seek guidance and assistance to avoid displacement places Navicore Solutions in a unique position to facilitate the provision of expert advice maintaining home affordability efficiently and effectively beginning on day one.

3.2 Managerial, Organization, and Technical Capabilities

Provide a description which demonstrates your organization has personnel capable of handling the services required herein, include names of all Key Personnel who will administer the proposed CDBG-DR activities

One of our organization's Core Competencies is our ability to build capacity and scale for new programs and services without compromising the quality of our existing programs and/or services. We are a consumer-focused organization, demonstrating an unrelenting dedication to quality, customer satisfaction, integrity, community education and facilitation. As a nonprofit organization Navicore Solutions recognizes that serving California residents in FY 2017 and 2018 federally declared disaster areas requires an unbiased, empathetic, and solution-focused staff. On a daily basis we demonstrate these unique qualities in every aspect of service our organization provides to individuals and families of various backgrounds, whether they are facilitated virtually or in person. We also recognize that there are multiple factors that need to be addressed to truly have a positive impact on the financial well-being of this population. That is why Navicore Solutions has built a solid foundation for collaboration with agencies that work towards a common goal.

Additionally, Navicore Solutions has implemented policies and procedures to ensure our staff members stay safe and complete all service provision without interruption. Our organization developed a Business Continuity remote work plan several years ago, which has proven to be vital to our agency given the present circumstances that continue with the COVID pandemic. All our staff, with the exception of a few essential employees, transitioned to working from home and a Re-Entry Plan Timeline has been developed to implement not only in California, but for all our office locations. Our IT staff successfully enhanced our network and ensured that all processes run without issue. Our Counselors continue to deliver our quality services to those in need, without interruption.

Those identified personnel who will administer the proposed CDBG-DR activities are currently employed as are as follows:

Project Management: Tanya Tirado-Perales
Program Compliance: Robbin Roberts
Housing Counseling Services: Val Cordova

Resumes for the above Program staff are included as required for this submission.

Provide resumes for all Key Personnel. Resumes must include: title, tenure at current position, main responsibilities, experience including begin and end dates, skills, and education, including HUD Certification(s).

At minimum, the personnel should cover the following areas of responsibility:

- Executive Management
- Financial Oversight of Expenditures
- Project Management
- Program Compliance & Reporting
- Housing Counseling Services

Upload resumes for all Key Personnel (single file, PDF or Word format)

Program Staff Resumes_Navicore Solutions.pdf

Does the applicant represent and certify that Applicant staff, Key Personnel, and Team Members shall have and maintain, throughout the duration of the Agreement, valid and current licenses or authorizations when applicable and required to perform the tasks or works to be performed under the Agreement?

Yes

Describe your organization's experience in maintaining compliance with the financial management requirements of 2 CFR §200, including the single audit requirements of 2 CFR §200.501

Navicore Solutions' Chief Financial Officer, Chief Program Officer and Grant Manager monitor the financial management of grant funded programs. Our organization is independently audited annually and follows OMB guidelines.

Navicore Solutions maintains complete control over all grant funds received. Revenue is recognized in accordance with generally accepted accounting principles to each respective program. Our agency has numerous types of housing programs. Navicore utilizes the Abila general ledger software (formerly Sage) which is used by the largest non-profit companies in the country and is designed to use both distributions and allocations to derive expenditures for a given program or activity. All expenditures are captured by the nature of the expense and then a reasonable allocation method is employed to properly allocate costs to all respective programs. Items such as supplies, insurance, rents, legal and depreciation are accounted for by Program formulated on reasonable distributions and allocations based upon head count, sessions completed, or percentage of revenue to a program and sub-program. It is our belief that our organization employs a very effective, efficient, and reasonable accounting process for all programs and that this process is in compliance with the requirement for 2 CFR S 200.

At the initial stage of contact, the consumer is given a unique identification number and a client record is created and stored in the data collection systems of Navicore solutions. The individual identification number is used to track and provide the status as the client moves through the counseling process. All data captured by a Program Counselor is entered into the client record. All records within Navicore Solutions' proprietary client management system, Credit Master are linked to the unique identification number and client record. The nature of the systems utilized by Navicore Solutions enables detailed quality assurance reports to be developed to summarize program required information.

All required HUD Housing Counseling Intermediary Program reporting has been completed on time without exception. Our organization has been a recipient of funding encompassing all of our branch offices for 18 years; drawing down funds within, and often prior to, the end of the grant period. As it relates to managing and passing funds on to a sub-grantee if needed; these processes have been adapted to ensure sub grantee funds are accounted for and disbursed in accordance with Program guidelines, once reporting and compliance requirements are met.

Our Grant Manager works with Counseling management to coordinate reporting and record keeping for all funded program services and supervises our Grant Management Team as it pertains to financial and compliance reporting to ensure services provided are program eligible for funding. All contracts managed for 18 years have been completed on time and without issue. Performance reviews completed by our funding partners, whether federal, state, or financial institutions, have yielded no problem. A designated Grant Management staff member is responsible for handling reporting. Internal processes are set in place to ensure that there is no overlap of costs billed if/when two or more programs are billed for the same client, service or other costs. Our proprietary client management system, Credit Master, enables reporting to be completed whereby sessions eligible for multiple sources of funding may be segregated by Program as part of the grant reporting process

Navicore solutions' Chief Financial Officer (CFO) is knowledgeable of Single Audit requirements as established by the Code of Federal Regulations whereby a non-Federal entity that expends \$750,000 or more during the no-federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. As such, should the benchmark of \$750,000 in Federal fund receipts be met, our CFO coordinates the required single audit with our external auditors in conjunction with our annual fiscal audit of the organization.

3.3 Applicant Experience

Provide a brief description of your organization's experience and major accomplishments in providing programs/ services to populations that have been affected by a major disaster (individuals, households, businesses, organizations) and/or vulnerable populations.

Survivors of major disasters have unique circumstances and are in need of experienced professionals who can provide education, resources and guidance while navigating their individual path to recovery. As nonprofit organizations serving struggling individuals and addressing their financial hardships, we are knowledgeable of the various needs of our target populations.

In 2012, Navicore Solutions became actively involved in Emergency Preparedness as a result of Superstorm Sandy. Known and trusted in communities for providing knowledgeable, individualized housing assistance to individuals and families who live in the geographic locations of our offices, we quickly became involved in providing disaster relief assistance through our committee membership with Monmouth County, NJ's Comprehensive Emergency Assistance System (CEAS). The primary function of the CEAS Committee is planning and coordinating the delivery of emergency services to the homeless and those at risk of homelessness.

In Monmouth County, NJ our agency was an approved provider for the Sandy Homeowner/Renter Assistance Program (SHRAP). Through the provision of SHRAP Program services to eligible Monmouth County residents, over 140 households were served over \$1,400,000 in assistance payments made on behalf of those clients.

In 2018, with the support from the American Red Cross, Navicore Solutions and other organizations partnered on a program offering financial guidance and education through a dedicated hotline and planned events to survivors of Hurricane Harvey. On this program, we provided personalized assistance to over five hundred Texas residents impacted by the storm and established partnerships with various community agencies and Long-Term Recovery Groups as well as the TX Department of Insurance, the TX General Land Office, and the United States Department of Agriculture, in addition to participating in Disaster Recovery Events for affected communities.

For the past six years we have been a partner with the Monmouth County Department of Human Services on their Social Service for the Homeless Program (SSH) in NJ, whereby we provide financial counseling and monetary assistance supporting at-risk and housing insecure populations throughout the county. Over the past 6 years we have assisted more than 700 residents, providing over \$475,000 in assistance payments to households at risk of homelessness, foreclosure, eviction or utility shut-off.

In partnership with the New Jersey Housing and Mortgage Finance Agency (NJHMFA), Navicore Solutions has been providing rental and foreclosure prevention counseling services to COVID-19 impacted state residents, with the ultimate goal of helping them retain housing stability. To date we have assisted over 500 NJ households through this program.

Navicore Solutions serves as an approved provider of services for those still dealing with the ramifications of Super Storm Sandy through the New Jersey Department of Consumer Affairs. Counselors work jointly with DCA case managers to resolve long standing issues that have stalled rebuilding from the storm damage they experienced.

3.4 Staffing

Please upload an organization chart for all Team Members who will administer CDBG-DR funded activities. At minimum, the organization chart should cover the following areas:

- Executive Management
- Financial Oversight of Expenditures
- Project Management
- Program Compliance & Reporting
- Housing Counseling Services

Upload CDBG-DR activities organization chart (single file, PDF or Word format)

Program Organizational Chart_Navicore Solutions.pdf

Please describe your staffing plan in detail

Successful facilitation of ReCoverCA Program housing counseling service provision for California residents financially affected in the identified Federally Declared Disaster location depends on coordination amongst our Program Team members. We consider the following positions to be essential members of this Program Team:

- **Project Management – Tanya Tirado-Perales**

Ms. Tirado-Perales is responsible for internal reporting on all housing activity by Program. She facilitates both internal and external management administration of specialized project/programs, management of housing counseling department queue under the advisement of Management. As such, she will ensure Program staff are compliant with policies and procedures, analyze the assigned counselor's performance to ensure they are meeting expectations under the guidelines set by the ReCoverCA Program.

- **Program Compliance and Reporting – Robbin Roberts**

Ms. Roberts is the designated Grant Management Staff member who will be responsible for handling reporting. Our proprietary client management system, Credit master, enables reporting to be completed whereby sessions eligible for multiple sources of funding may be segregated by Program as part of the grant reporting process. Ms. Roberts currently handles the reporting for other funded housing programs.

- **Housing Counseling Services – HUD certified counselor; Val Cordova**

Val is a HUD certified counselor who provides housing counseling services to consumers in need, as is the case for the second HUD certified counselor to be assigned. Certified counselors analyze the client's situation to determine and provide the client with appropriate solutions and utilize extensive education, resources and referrals for assistance from additional approved organizations. They provide a detailed and customized client action plan to each counseled client. On an ongoing basis, they continue to expand their knowledge, so that counseling services and assistance is facilitated in a manner in accordance with Program specifications and guidelines. Val will be trained according to guidelines set by the ReCoverCA Program.

Navicore Solutions partners with local governments, nonprofit organizations, homeowners, and lenders to help families overcome obstacles that could result in the loss of their homes. As such, we strive to be a leader by fostering responsible habits for people at risk of foreclosure.

It is our belief that housing and personal financial management counseling programs must be integrated closely with other programs to address the needs of community residents, including economic development, human resources, and education programs. Our counselors are familiar with various HUD housing and community programs. Having this knowledge enables them to advise the client in detail regarding the rights and responsibilities of all parties involved, resulting in a plan that makes the most sense. We work together to ensure a holistic approach to assist our clients by addressing all aspects of their personal financial situation.

Section 4: Workplan Requirement

4.1 Service Activity Scope

Certify that you have viewed and understand the activity area map attached to the solicitation listing:

https://gn.ecivis.com/GO/srmng_downloadSolicitationFileExt/SOLICITATIONFILEID/1XC3GZM3Jwc~

I have reviewed the eligible service area maps attached in the solicitation listing

Which of the services below can your organization provide? (Check all that apply)

Explaining ReCoverCA Program(s), Short and long-term budgeting counseling, Financial resources assessment, Negotiating mortgage and rent forbearance, Connection to other resources that provide home repair relief and emergency assistance, Pre-purchase homebuyer education, Relocation counseling for home purchase options

Which of the areas below can your organization serve? (Check all that apply)

Butte County, Lake County, Los Angeles County, Mendocino County, Napa County, Nevada County, Orange County, Santa Barbara County, San Diego County, Shasta County, Sonoma County, Ventura County, Yuba County

For each proposed activity indicated above, please describe the 1) target population(s), 2) service delivery areas, and 3) staffing

Navicore Solutions is proposing to provide all housing counseling services that have been selected above virtually to residents of Butte, Lake, Los Angeles, Mendocino, Napa, Nevada, Orange, San Diego, Santa Barbara, Shasta, Sonoma, Ventura and Yuba counties. Should a client residing in a county outside of the geographic area of our San Diego, CA office location request assistance in person, our agency will provide all program services at an assigned location, or a partner agency, convenient to them. Our target populations are disaster impacted households, with a specific focus on low-and-moderate income and minority populations as well as residents of rural communities with limited access to programs and resources.

Navicore Solutions will have a HUD Certified Housing Counselors dedicated to providing services for this program and anticipate that most counseling will be conducted via phone. Our Housing Counseling Supervisor operates out of our San Diego office location and will be responsible for the day-to-day operations of this program.

4.2 Applicant Understanding of Regulations and Population Needs

Provide description of past experience or plan to acquire knowledge and build capacity with: The needs and difficulties or challenges facing the disaster impacted populations

Navicore Solutions understands that serving disaster impacted populations requires an empathetic and solution-focused staff. Disaster impacted households are often faced with numerous financial challenges and obstacles, and the experience can be emotionally trying. Our counselors are trained experts at identifying the needs of our clients and helping to develop an action plan, all while remaining professional, personable and empathic. We maintain an extensive list of federal, state and local resources for our clients. Our team recognizes that resources must be researched and updated regularly, especially with disaster related programs that are often changing and developing. We have a designated staff member responsible for maintaining and updating our resource list.

Our work in Emergency Preparedness and Disaster Recovery arose as a result of Superstorm Sandy in 2012. Known and trusted in communities providing knowledgeable, individualized housing assistance to households who live in the geographic locations of our offices, we quickly became involved in providing disaster relief assistance through our Committee membership with Monmouth County, NJ's Comprehensive Emergency Assistance System (CEAS). The primary function of the CEAS Committee is planning and coordinating the delivery of emergency services to the homeless and those at risk of homelessness. We became an approved provider for the Sandy Homeowner/Renter Assistance Program (SHRAP), providing counseling services and connecting households with program assistance payments to eligible disaster impacted households.

In 2018, Navicore Solutions partnered with HOPE NOW, a nonprofit organization dedicated to home preservation, on a Disaster Recovery Program in Texas whereby we hosted Disaster Recovery Events and offered a Disaster Recovery Hotline to households impacted by Hurricane Harvey. The Program was designed to assist Hurricane Harvey impacted households with a neutral platform connecting individuals and families with education and services to aid in their recovery process. Our Disaster Recovery Resource Events provided access to resources and advocates under one roof, including local community social service, nonprofit and government organizations. Our Disaster Recovery Counselors provided counseling sessions at the events and via telephone through our dedicated hotline to help clients assess their situation, develop a realistic analysis of income and expenses, and establish a clear plan of action to recovery and financial stability. Our target audience was low income populations, with a specific focus on homeowners, senior citizens and individuals and families with limited access to programs and resources.

Since 2019, we have been a participant on NJ's Department of Consumer Affairs Hurricane Sandy Recovery Program in which we provide housing and financial counseling for tenants under any of the Community Development Block Grant Disaster Recovery rental or tenant based rental assistance programs and general housing counseling for current and ineligible rehabilitation, reconstruction, elevation and mitigation applicants.

Provide description of past experience or plan to acquire knowledge and build capacity with: The ReCoverCA Owner-Occupied Rehabilitation Program

One of Navicore Solutions' Core Competencies is our ability to build capacity and scale for new programs and services without compromising the quality of our programs and/or services. It has been proven time and again and is a tremendous source of pride for our Management Team. From the onset, a guiding sense of principals has defined our organization and our employees. We are a consumer focused organization, demonstrating an unrelenting commitment to quality, customer satisfaction, integrity, community education and facilitation.

While we do not have experience on the RecoverCa Owner-Occupied Rehabilitation Program, we have experience expanding our services and implementing new programs. Navicore Solutions' Management Team is responsible for the implementation of new programs, which includes conducting the necessary research and developing and delivering training programs to staff. We will work with CA HCD ReCoverCa Program staff to facilitate training of Navicore Solutions assigned team members on Program guidelines and expectations.

Provide description of past experience or plan to acquire knowledge and build capacity with: Developing a housing recovery plan for each individual assisted

Navicore Solutions' commitment to an effective Project implementation is evident through the knowledge and experience of our staff. Counselors' responsibilities include providing effective counseling services in accordance with Navicore Solutions' counseling model. They are required to handle all sessions in a patient, helpful manner; look closely at the individual's situation; complete a detailed financial analysis; and provide a Client Action Plan. The counseling model is the same, despite the branch or location or manner in which the counseling is provided.

Navicore Solutions encompasses our counseling model into our Disaster Recovery Program. It is our primary goal to understand each client's individual needs and concerns and address them by developing a plan of action to recovery and financial security. Counselors have received Disaster Recovery training and have been education on best practices when assisting victims of natural disasters. Topics addressed during and individual counseling session include, but are not limited to:

- Assessing the client's housing needs (short and long term) and financial resources
- Developing Action Plans to understand the objective of each client as well as the steps needed to meet those objectives
- Identifying resources as the city, state and federal level
- Helping to apply for budget and private resources
- Budgeting for short and long term living expenses
- Explaining insurance options
- Planning for the next potential disaster

Provide description of past experience or plan to acquire knowledge and build capacity with: Budgetary needs for conventional mortgage financing, and/or rebuilding costs, including potential property tax increases, and hazard/fire/flood insurance availability and costs

Navicore Solutions has experience addressing budgetary needs for our disaster impacted client on NJ's DCA Sandy Recovery Program. Each client served on this program works with a counselor to develop a comprehensive financial analysis, which includes understanding the clients housing and financial needs and goals, the development of a monthly budget, and an action plan for recovery consisting of resources, recommendations, and goals and objectives.

Counseling covers topics such as, but not limited to:

- Available resources
- Referral to appropriate assistance programs or available CBGD-DR funded programs
- Identification of gap funding resources
- Contractor selection, including fraud assistance, if necessary
- Foreclosure mediation
- Financial literacy
- Fair housing rights
- Mobility and relocation advisory services
- Assistance in completing applications for supplemental funds

Provide description of past experience or plan to acquire knowledge and build capacity with: Predatory lending practices and how to educate participants

As a HUD Intermediary, Navicore Solution provides education to our pre-purchase housing counseling clients on predatory lending practices as well to our post purchase counseling clients, when applicable. Common topics discussed are: equity stripping; bait-and switch schemes; loan flipping; packing; and hidden balloon payments.

Counselors provide clients with warning signs of predatory lending and will offer guidance on next steps if a client has experienced predatory lending, including how to file a complaint.

Provide description of past experience or plan to acquire knowledge and build capacity with: How the organization will address one or more of these needs and problems with its available resources

Navicore Solutions is pro-active in our communities by providing housing literacy and counseling locations where individuals can learn about available resources and programs. It is our belief that housing and personal financial management counseling programs must be integrated closely with other programs to truly address the needs of our clients, including economic development, human services and education programs. Our counselors are familiar with various HUD housing and community programs. Having this knowledge enables them to advise the client in detail regarding the rights and responsibilities of all parties involved in the housing transaction, laws, mortgages, notes, contracts, etc., resulting in a plan that makes the most sense. Navicore Solutions' certified counselors provide one-on-one counseling, comprehensive budget analysis, educational material and guidance to available sources of help. Our counseling departments work hand-in-hand to ensure a holistic approach for helping clients address all aspects of their financial situation.

Provide description of past experience or plan to acquire knowledge and build capacity with: The geographic service area to be served

Navicore Solutions has an office in San Diego, CA, where we have been doing business for nearly 14 years. Each year, we provide counseling services to more than 2,000 CA residents, with the vast majority residing in the central and southern regions of the state.

Navicore Solutions was involved in the Hardest Hit Fund Counseling Program in the state of CA and was a subgrantee of California's Rural Community Assistance Corp. on NeighborWorks Project Reinvest Program, providing financial counseling services to residents throughout the entire state.

Provide description of past experience or plan to acquire knowledge and build capacity with: The anticipated results (outcomes) to be achieved within the term of the Agreement

As part of the Sandy Homeowner/Renter Assistance Program (SHRAP) in Monmouth County, NJ, Navicore Solutions assisted more than 140 households with over \$1,400,000 in assistance payments made on behalf of those clients.

As part of our Disaster Recovery Program for impacted households of Hurricane Harvey, Navicore Solutions was able to provide personalized assistance to more than 500 TX residents.

It is our goal to bring our counseling expertise and experience to support to disaster survivors residing in CA. We are positioned, but not limited to, report on the following outcomes:

- Number of clients receiving our housing counseling services and type of counseling received
- Outcome of counseling session
- Resources provided during session
- Percent of LMI assisted

4.3 Implementation Methodology

Explain your organization's methodology for the proposed service project implementation.

Successful implementation of this program centers on coordination amongst our Program Management Team members. These members include our Chief Program Officer, Associate Director of Business Development and Counseling Supervisor.

The Program designated supervisor interacts with the Director of Business Development who is responsible for the planning, execution, and finalization of projects according to strict deadlines, productivity and quality expectations. These efforts include the coordination of team members and stakeholders, so that projects and programs services are delivered according to plan. Our Chief Program Officer oversees all areas of Program implementation.

Counseling staff selected to provide direct services will satisfactorily complete all external and internal training on the program guidelines and regulations. On an ongoing basis, they will continue to expand their knowledge to ensure counseling services and application assistance will be facilitated in a manner that ensure consistent delivery of high quality service in accordance with Program specifications.

What is your organization's proposed timeline for the project?

Navicore Solutions has staff in place to begin program implementation immediately. The development of program policies and procedures and staff training is expected to take 2 weeks - 1 month. From there, we expect to be fully equipped to begin offering services.

4.4 Monitoring and Evaluation

Describe your organization's experience on how to track and monitor (evaluation tools) the progress of the services and/or activities utilizing CDBG-DR funds

At initial contact, clients are given a unique identification number, which is stored in Navicore Solutions data collection system. This number is used to track outcomes and sources for each client. Client data will be entered and stored in our internal proprietary client management system (CMS). We collect data points for all clients who participate in a counseling session including: demographic information (geographic location, age, homeownership status, marital status, gender, level of education, number in household), budget data (housing and living expenses, income, assets, liabilities), (total debt, average balances), session data (status of session, session outcome), and credit bureau data (trade line data, credit score). Internal reports can be run to quantify this data. Grant reporting is managed by our Grant Reporting Analyst. An assigned representative is responsible for accurately tracking customer level and aggregate data for direct grant and sub-grant awards, thus ensuring that each client file is designated with the proper funding source and accurately reported to prevent double billing.

Explain how your organization will track and monitor (evaluation tools) the progress of the services proposed and/or activities utilizing CDBG-DR funds

Navicore Solutions' proprietary Client Management System, Credit Master, allows counselors to track counseling progress by session type and respective outcome. The system has a safeguard in place that prevents a counselor from exiting a client file until this information is entered and saved and has the ability to search for duplicates to ensure that one client record is used for each client. The system also provides the capability to run reports for a specific date range that details the reporting required data on each session.

4.5 Compliance with Federal Policy and Procedure

Describe your organization's experience complying with federal policy and procedural requirements

At Navicore Solutions, program compliance is a responsibility of the Counseling Management Team. Working with this group is a position within the Grants Management Department whose sole responsibility is to handle the reporting and compliance review of program sessions to ensure they are program eligible for funding. We have managed HUD sub grantee funding for our approved branch offices since 2007, and managed an independent agency sub grantee during Round 10 of the NFMC program and the Project Reinvest Program. In addition, we have managed the reporting as a grantee of the NJ Department of Community Affairs for their Sandy Housing Counseling program. All reporting and compliance reviews for funded services were completed on time and without issue. Technical assistance is provided via a "hands on" approach to ensure a clear understanding of our expectations as a direct grantee.

As shared, Navicore Solutions has many years of experience participating on federal and state grant programs, without any noncompliance issues. Our Executive Management Team, Housing Counseling Management Team, and Grants Management Team work together to ensure that all federal policy and procedural requirements are met.

Explain how your organization will comply with federal policy and procedural requirements

Navicore Solutions' Housing Counseling Management Team develops internal program policies and procedures that comply with all federal program rules and regulations. It is the responsibility of the Housing Program Management Team to ensure that these standards are met at the counseling level. Our Counseling Supervisors directly supervise all counselors within a team. They ensure that counselors are compliant with policies and procedures, analyze counselor performance and provide ongoing coaching and feedback.

The Grants Team is responsible for developing policy and procedures as it relates to managing grant funds, reporting activity and maintaining records. Navicore Solutions follows all federal guidelines and cost principals as it related to the management of grant funds.

Executive Management oversees all program and grant related activity and is at the forefront during the process of program implementation and the establishment of program procedures and cost principals.

Does your organization represent and certify you will adhere to any requirements applicable to the CDBG-DR Program?

I represent and certify that my organization will adhere to any requirements applicable to the CDBG-DR Program

Section 5: Budget Worksheets

Enter the total funding you are requesting from the CDBG-DR grant.

\$434,991.60

How many beneficiaries does your organization intend to serve with the funds requested from this NOFA?

1,185

Comments or clarifications on budget proposal:

IMPORTANT: Before submitting your application, please scroll down to the bottom of this listing and complete the eCivis Budget Worksheet. IF this worksheet is not submitted, then the total award amount will appear as "0" after you submit your application

Yes, I certify that I have completed the eCivis budget worksheet

Average Score

150.00

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/53133200-9411-44E6-A911-886F77462D56>

View Application Goals

<https://portal.ecivis.com/#/peerGoals/CF090B7F-6684-4189-A14F-1559871F24DB>

of Reviews

1

of Denials

0

Applications: File Attachments

If yes, please upload HUD certification showing date organization was certified

HUD Certification_Navicore Solutions.pdf

If yes, please upload evidence of the Tax Exempt Status

IRS Tax Exempt Status Affirmation Letter_Navicore Solutions.pdf

If no, please upload a SAM.gov screenshot showing the date of generation that demonstrates your organization is in good standing with the Federal Government, has a registered and active DUNS number, and is not debarred or

prohibited from receiving federal funds.

SAM Screenshot_Navicore Solutions.pdf

Upload fully executed Board Resolution

Board Resolution_Navicore Solutions_04.18.21.pdf

If yes, upload your organization's most recent single audit (single file, PDF or Word format)

Single Audit Filing_Navicore Solutions.pdf

Please complete and upload the form STD 204 found in the solicitation listing:

https://gn.ecivis.com/GO/srmng_downloadSolicitationFileExt/SOLICITATIONFILEID/o62ovzbuf14~

STD 204 - Payee Data Record_Navicore Solutions_.pdf

Please upload all organizational documents as one PDF or Word file

Organizational Documents_Navicore Solutions.pdf

Please upload all policies and procedures as one PDF or Word file

Accounting Policies and Procedures_Navicore Solutions.pdf

Upload Conflict of Interest Policies and Procedures and/or Conflict of Interest certification

Conflict of Interest Policies and Certification_Navicore Solutions_.pdf

Upload an Organizational Chart of your organization with lines of responsibility and authority in the administration of the Applicant's business as a housing counseling organization.

Organizational Chart_Navicore Solutions.pdf

Upload your availability chart as a single document (single file, PDF or Word format)

AvailabilityChart_NavicoreSolutions_04.18.22.pdf

Upload resumes for all Key Personnel (single file, PDF or Word format)

Program Staff Resumes_Navicore Solutions.pdf

Upload CDBG-DR activities organization chart (single file, PDF or Word format)

Program Organizational Chart_Navicore Solutions.pdf



HUD APPROVAL AS A HOUSING COUNSELING AGENCY

The U. S. Department of Housing and Urban Development approves the following named entity as a National Intermediary. The entity has (1) met the Department's initial approval criteria and (2) submitted an acceptable housing counseling work plan to serve its target community.

GARDEN STATE CONSUMER CREDIT COUNSELING, INC. D/B/A NAVICORE SOLUTIONS

The Department approved this housing counseling agency to provide the following types of housing counseling in accordance with their counseling work plan.

- Financial Management/Budget Counseling
- Mortgage Delinquency & Default Resolution Counseling
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Reverse Mortgage (HECM) Counseling
- Rental Housing Counseling
- Financial, Budgeting and Credit Repair Workshops

August 4, 2016
Date of Approval

August 3, 2018
Date Approval Expires

Cheryl W. Appline

Cheryl W. Appline
Director, Oversight and Accountability
Office of Housing Counseling

Lauren Lovett

Subject: FW: Performance Review Letter
Attachments: Garden State CCC 2019 PR Letter.pdf



From: Mindes, Stuart [<mailto:Stuart.Mindes@hud.gov>]
Sent: Tuesday, October 01, 2019 3:44 PM
To: Diane Gray
Subject: Performance Review Letter

Diane-

Attached is my review letter. Thank you and your staff for their cooperation during the review. We are not issuing certificates for Intermediaries at this time.

Please contact me if you have any questions.

Stuart Mindes

Housing Program Specialist
U.S. Department of HUD
Office of Housing Counseling
One Newark Center, Newark, NJ 07102
: 973-776-7361 : stuart.mindes@hud.gov
www.hud.gov

f you have any questions.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of Housing Counseling

One Newark Center

Newark, NJ 07102

September 30, 2019

Ms. Diane Gray, Vice President

Garden State Consumer Credit Counseling, Inc.

d/b/a Navicore Solutions

200 U.S. Route 9

Manalapan, NJ 07726-3072

Dear Ms. Gray:

Thank you for your courtesy and cooperation during my September 10-11, 2019 on-site review of your agency's housing counseling program. The review was conducted to ensure that Garden State Consumer Credit Counseling, Inc. d/b/a Navicore Solutions continues to comply with all HUD Housing Counseling Program requirements including those found in: 24 CFR Part 214, Housing Counseling Program (Final Rule); HUD Handbook 7610.1, "Housing Counseling Program"; relevant mortgagee letters; and applicable grant agreements. Additionally, the review was meant to give you and your staff a chance to discuss any questions and concerns.

Based on our review and the follow up information provided by your staff, your agency's performance meets the requirements of our housing counseling program.

It is your agency's responsibility to check the Housing Counseling System (HCS) frequently to ensure your information is current and accurate. This data must be verified at least once every ninety days. After making any required change or if no change is required, simply mark the "Validate" box located in the upper right corner of your agency profile page to indicate you have verified the information. Then click the OK button. Agency data from HCS is used to produce the state-by-state lists of participating housing counseling agencies posted on HUD's website and provided on the telephone interactive referral system.

Thank you for your participation in our program. If I can be of further assistance, please contact me at 973-776-7361 or by email at stuart.mindes@hud.gov.

Sincerely,

A handwritten signature in cursive script that reads "Stuart Mindes".

Stuart Mindes

Housing Program Specialist

Office of Oversight and Accountability

Enclosure



Información en Español

Site Map A-Z Index Text A A A Search

HUD.gov

HUD Approved Housing Counseling Agencies

[GO BACK](#)

This listing is current as of 12/20/2021.

[Click here to narrow your search.](#)

[Printer Friendly Version.](#)

Agencies located in CALIFORNIA

Agency Name	Phone, Toll-Free, Fax Number, Email, Website, Agency ID	Address	Counseling Services	Languages	Parent Organization
NAVICORE SOLUTIONS- SAN DIEGO, CA	Phone: 866-472-4557 Toll-free: 866-472-4557 Fax: 732-863-1032 E-mail: housing@navicoresolutions.org Website: www.navicoresolutions.org Agency ID: 84874	1111 6th Ave Suite 206 San Diego, California 92101-5209	<ul style="list-style-type: none"> - Financial Management/Budget Counseling - Financial, Budgeting, and Credit Workshops - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Rental Housing Counseling 	<ul style="list-style-type: none"> - English - Spanish 	GARDEN STATE CONSUMER CREDIT COUNSELING, INC. D/B/A/ NAVICORE SOLUTIONS

You can narrow your search within this state by using one or more of the following search criteria and clicking the "Search" button. To choose another state please click on the "Go Back" link at the [top of this page](#).

Agency Name:

Specific City:

Specific Zip:

Counseling Service:

Language:

Parent Organization:

Designation: Colonias Faith Based Migrant Workers

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GARDEN STATE CONSUMER CREDIT
COUNSELING INC
% JILL FELDMAN
200 U S HIGHWAY 9 NORTH
MANALAPAN NJ 07726

012382

Employer ID number: 22-3120920
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Jan. 06, 2021, about your tax-exempt status.

We issued you a determination letter in August 1992, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

0248232325
Jan. 15, 2021 LTR 4168C 0
22-3120920 000000 00
00009770

GARDEN STATE CONSUMER CREDIT
COUNSELING INC
% JILL FELDMAN
200 U S HIGHWAY 9 NORTH
MANALAPAN NJ 07726

time).

Thank you for your cooperation.

Sincerely yours,

Warren R. Burton

Warren R. Burton, Operations Mgr
Accounts Management Operations 1





GARDEN STATE CONSUMER CREDIT COUNSELING, INC.

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID 625126461	SAM Unique Entity ID DLZ2KRN6NJC3	CAGE / NCAGE 369W9
Purpose of Registration All Awards	Registration Status Active	Expiration Date Nov 10, 2022
Physical Address 200 Us Highway 9 Manalapan, New Jersey 07726-3072 United States	Mailing Address 200 U.S. Highway 9 Manalapan, New Jersey 07726-3072 United States	

Business Information

Doing Business as NOVADEBT	Division Name Garden State Consumer Credit Counseling, Inc. Db Navicore S	Division Number (blank)
Congressional District New Jersey 04	State / Country of Incorporation New Jersey / United States	URL www.navicoresolutions.org
MPIN *****1791		

Registration Dates

Activation Date Nov 12, 2021	Submission Date Nov 10, 2021	Initial Registration Date Mar 7, 2005
--	--	---

Entity Dates

Entity Start Date Jun 17, 1991	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty,

reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Corporate Entity (Tax Exempt)

Profit Structure

Non-Profit Organization

Entity Type

Business or Organization

Organization Factors

(blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

369W9

Electronic Funds Transfer

Account Type

Checking

Routing Number

******0339**

Lock Box Number

(blank)

Financial Institution

BANK OF AMERICA N.A.

Account Number

******2865000**

Automated Clearing House

Phone (U.S.)

9738093173

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

(blank)

Remittance Address

GARDEN STATE CONSUMER CREDIT

COUNSELING INC

Dbn Navicore Solutions

200 Us Highway 9 North

Manalapan, New Jersey 07726

United States

Taxpayer Information

EIN

******0920**

Type of Tax

Applicable Federal Tax

Taxpayer Name

**Garden State Consumer Credit
Counseling**

Tax Year (Most Recent Tax Year)

2020

Name/Title of Individual Executing Consent

Grant Coordinator

TIN Consent Date

Nov 10, 2021

Address

200 Us Highway 9 North

Manalapan, New Jersey 07726

Signature

Lauren Lovett

Points of Contact

Accounts Receivable POC

?

TODD SULER, Chief Financial Officer
tsuler@navicoresolutions.org
7324096281

Electronic Business

♀
Lauren Lovett, Grant Coordinator
llovett@navicoresolutions.org
7324096281

200 Us Highway 9 North
Manalapan, New Jersey 07726
United States

DIANE GRAY, Chief Program Officer
 dgray@navicoresolutions.org
 7324096281

200 Us Highway 9 North
 Manalapan, New Jersey 07726
 United States

Government Business

♀
Lauren Lovett, Grant Coordinator
llovett@navicoresolutions.org
7324096281

200 Us Highway 9 North
Manalapan, New Jersey 07726
United States

DIANE GRAY, Chief Program Officer
 dgray@navicoresolutions.org
 7324096281

200 Us Highway 9 North
 Manalapan, New Jersey 07726
 United States

Past Performance

♀
Lauren Lovett, Grant Coordinator
llovett@navicoresolutions.org
7324096281

200 Us Highway 9 North
Manalapan, New Jersey 07726
United States

Diane Gray, Chief Program Officer
 dgray@navicoresolutions.org
 7324096281

200 Us Highway 9 North
 Manalapan, New Jersey 07726
 United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	624190	Other Individual And Family Services
	541990	All Other Professional, Scientific, And Technical Services
	561422	Telemarketing Bureaus And Other Contact Centers

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) \$11,750,916.00	Number of Employees (in accordance with 13 CFR 121) 120
---	---

Location

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
---	---

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
------------------------------------	----------------------------------	--------------------------------

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Resolution of Navicore Solutions

A RESOLUTION APPROVING SUBMITTAL OF AN APPLICATION AND THE EXECUTION OF A SUBRECIPIENT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE CDBG-DR PROGRAM

BE IT RESOLVED by the **Board of Directors** of Navicore Solutions, a nonprofit corporation (“Applicant”), as follows:

SECTION 1:

Applicant hereby authorizes the submittal of an application (“Application”) to the California Department of Housing and Community Development (“HCD”) for funding under the Community Development Block Grant - Disaster Recovery (“CDBG-DR”) ReCoverCA 2021 Housing Counseling Services Notice of Funding Availability (the “NOFA”), and if selected for such funding, the execution of a Subrecipient Agreement (“Agreement”), together with any amendments thereto, and the execution of any related documents necessary or desirable to participate in the CDBG-DR program.

The Applicant wishes to receive an allocation of funds (“Award”) from HCD under the CDBG-DR Program in the aggregate amount, not to exceed, \$435,000.00 to perform the following activities, as further detailed in the Application: Housing Counseling, Homeownership Counseling, Homebuyer Counseling and Financial Counseling.

SECTION 2:

The Applicant hereby authorizes and directs the Chief Program Officer, Diane Gray, or designee*, to enter into, execute and deliver the Agreement and any and all subsequent amendments thereto with the State of California for the purposes of the Award.

SECTION 3:

The Chief Program Officer, or designee*, is authorized to execute and deliver all applications or any and all related documentation, as needed for the purpose of effectuating the terms of the Agreement; and to act on the Applicant’s behalf in all matters pertaining to all such applications and documentation necessary to carry out the Agreement.

SECTION 4:

If an application is approved, the Chief Program Officer, or designee*, is authorized to enter into, execute and deliver any and all subsequent amendments thereto with the State of California for the purposes of the Award.

SECTION 5:

If an application is approved, the Chief Program Officer, or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the Agreement for purposes of the Award.

** Important Note: If the designee is signing any application, agreement, or any other document on behalf of the designated representative of the Applicant, written proof of designee authority to sign on behalf of such designated representative must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Subrecipient Agreement.*

PASSED AND ADOPTED by a special vote by the **Board of Directors** of Navicore Solutions held on 4/18/2022 by the following vote:

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES: 11
ABSENT: 0

NOES: 0
ABSTAIN: 0

CERTIFICATE OF THE SECRETARY

The undersigned, Secretary of Navicore Solutions, a nonprofit corporation does hereby attest and certify that the foregoing Resolution is a true, full, and correct copy of a resolution duly adopted by a special vote of the Board of Directors of said Corporation on the date stated thereon, and that said document has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Date: 4/18/2022

Kelly Zambrano
Kelly Zambrano, Board Secretary

Item A-02 Most Recent Single Audit for Navicore Solutions

As an organization, Navicore Solutions received less than \$750,000 in Federal grant funding during 2019 and 2020. Hence a Single Audit for those fiscal years was not required as directed by OMB policy. The most recent Single Audit Filing required prior to that time was completed for FY 2018. We include that filing for your reference.

FW: Single Audit Submission Accepted - GARDEN STATE CONSUMER CREDIT COUNSELING, INC DBA NAVICORE SOLUTIONS...

File Message ESET Tell me what you want to do...

Ignore Delete Reply Reply Forward Meeting To Manager Team Email Rules Done Reply & Delete Move Actions Mark Categorize Follow Up Translate Find Related Select Zoom

Delete Respond Quick Steps Move Tags Editing Zoom

Todd Suler | Becky Winters 5/31/2019

FW: Single Audit Submission Accepted - GARDEN STATE CONSUMER CREDIT COUNSELING, INC DBA NAVICORE SOLUTIONS (2018), Report ID: 803190

Follow up. Start by Friday, May 31, 2019. Due by Friday, May 31, 2019.
You forwarded this message on 9/20/2021 3:38 PM.

-----Original Message-----

From: ERD FAC <govs.fac.ides@census.gov>
Sent: Friday, May 31, 2019 10:15 AM
To: CLIFFTOPEL@GMAIL.COM; Todd Suler <tsuler@navicoresolutions.org>; CLIFF@TOPEL-SILVER.COM; Todd Suler <tsuler@navicoresolutions.org>
Subject: Single Audit Submission Accepted - GARDEN STATE CONSUMER CREDIT COUNSELING, INC DBA NAVICORE SOLUTIONS (2018), Report ID: 803190

FAC ACCEPTED DATE: 5/30/2019

AUDITEE NAME: GARDEN STATE CONSUMER CREDIT COUNSELING, INC DBA NAVICORE SOLUTIONS REPORT ID: 803190 FISCAL YEAR END DATE: 12/31/2018

The Single Audit submission for the above referenced organization has been accepted by the Federal Audit Clearinghouse (FAC). No further action is needed.

Your FAC Accepted Date is: 5/30/2019. Please retain this e-mail for your records.

Sincerely,
Federal Audit Clearinghouse
<https://harvester.census.gov/facides>
govs.fac.ides@census.gov

Activate Windows
Go to Settings to activate Windows.

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

Garden State Consumer Credit Counseling, Inc.

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

Navicore Solutions

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

200 U.S. Highway 9

CITY, STATE, ZIP CODE

Manalapan, NJ 07726

E-MAIL ADDRESS**Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST****CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

OR

Federal Employer Identification Number (FEIN)

2 2 - 3 1 2 0 9 2 0

Section 4 – Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE**

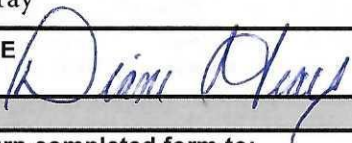
Diane Gray

TITLE

Chief Program Officer

E-MAIL ADDRESS

dgray@navicoresolutions.org

SIGNATURE**DATE**

12/21/2021

TELEPHONE (include area code)

732-409-6281

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE**UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**


STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATE (CERTIFIED COPY)

Corporation Name: GARDEN STATE CONSUMER CREDIT COUNSELING, INC.
Business Id: 0100487132
Certificate Number: 6000088825

I, THE TREASURER OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY, THAT THE ABOVE NAMED BUSINESS DID FILE AND RECORD IN THIS DEPARTMENT AN ORIGINAL CERTIFICATE ON June 17, 1991 AND THAT THE ATTACHED IS A TRUE COPY OF THIS DOCUMENT AS THE SAME IS TAKEN FROM AND COMPARED WITH THE ORIGINAL(S) FILED IN THIS OFFICE AND NOW REMAINING ON FILE AND OF RECORD.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY OFFICIAL SEAL AT
TRENTON, THIS
August 20, 2018 A.D.




ELIZABETH MAHER MUOIO
ACTING STATE TREASURER

VERIFY THIS CERTIFICATE ONLINE AT

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

INN

TYPE ALL INFORMATION EXCEPT SIGNATURES

Mail to:

FILED

Division of Commercial Recording
CN-308
Trenton, NJ 08625

JUN 17 1991

CERTIFICATE OF INCORPORATION
(For Use by Domestic Non Profit Corporations)
Must be Filed in Triplicate

JOAN HABERLE
Secretary of State

0701960

This is to certify that there is hereby organized a corporation under and by virtue of the above noted statute of the New Jersey Statutes.

1. Name of Corporation: Garden State Consumer Credit Counseling Service, Inc.

2. Registered Agent: Robert Ducker

3. Registered Street Address and Postal Designation, if different: 55 Schanck Road
Suite A1 City: Freehold State: NJ Zip 07728

4. Purpose for which this corporation is organized is (are) as follows:

Consumer Credit Counseling and Debt Management Services
Including bill paying services for clients

5. The Corporation shall Shall not have members. If yes, qualification will be:

_____ as set forth in the by-laws. _____ or as set forth herein (attach).

6. The rights and limitations of the different classes of members will be:

as set forth in the by-laws. _____ or as set forth herein (attach).

7. The method of electing trustees will be:

as set forth in the by-laws. _____ or as set forth herein (attach).

8. The term for which the corporation is to exist is: Perpetual

9. The first board of trustees shall consist of 3 trustees (minimum of three)
(Address cannot be that of the corporation).

Robert Ducker 103 Bedford Place Morganville, NJ 07751

Joel Greenberg 2337 Hudson Terrace #a14 Ft Lee, NJ 07024

Deborah Senkier 170 West 74 St NY NY 10021

10. Set forth names and addresses of each incorporator (addresses cannot be that of the corporation) (Need one or more).

Robert Ducker 103 Bedford Place Morganville, NJ 07751

11. Method of distribution of assets shall be as set forth in the bylaws.

12. Effective Date of Certificate, if not more than thirty days subsequent to date of filing is: _____ Otherwise, filing date is the effective date.

IN TESTIMONY WHEREOF, the undersigned incorporator(s) have caused this certificate to be signed this 17th day of June 1991.

[Signature]
Signature

Signature

Signature

Signature

000487132

The purpose of this form is to simplify the filing requirements of the Secretary of State and does not replace the need for competent legal advice.


STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATE (CERTIFIED COPY)

Corporation Name: GARDEN STATE CONSUMER CREDIT COUNSELING, INC.
Business Id: 0100487132
Certificate Number: 6000088920

I, THE TREASURER OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY, THAT THE ABOVE NAMED BUSINESS DID FILE AND RECORD IN THIS DEPARTMENT AN AMENDMENT ON July 29, 1991 AND THAT THE ATTACHED IS A TRUE COPY OF THIS DOCUMENT AS THE SAME IS TAKEN FROM AND COMPARED WITH THE ORIGINAL(S) FILED IN THIS OFFICE AND NOW REMAINING ON FILE AND OF RECORD.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY OFFICIAL SEAL AT
TRENTON, THIS
August 20, 2018 A.D.




ELIZABETH MAHER MUOIO
ACTING STATE TREASURER

VERIFY THIS CERTIFICATE ONLINE AT

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF INCORPORATION OF
GARDEN STATE CONSUMER CREDIT COUNSELING SERVICE, INC.

NCN -
FILED

JUL 29 1991

To: The Secretary of State
State of New Jersey

JOAN HABERLE
Secretary of State
070975-7

Pursuant to the provisions of the New Jersey Nonprofit Corporation Act, Section 15A:9-2 and Section 15A:9-4, Robert Ducker, the sole incorporator of Garden State Consumer Credit Counseling Service, Inc., executes this Certificate of Amendment to the corporation's Certificate of Incorporation:

1. The name of the corporation is:

Garden State Consumer Credit Counseling Service, Inc.

2. The following amendments to the Certificate of Incorporation are made by the unanimous consent of the incorporator before the organizational meeting of the board of trustees:

RESOLVED, That Article 1 of the Certificate of Incorporation be amended to read as follows:

- "1. The name of the corporation is:

Garden State Consumer Credit Counseling, Inc." *dl*

RESOLVED, That Article 3 of the Certificate of Incorporation be amended to read as follows:

"The first board of trustees shall consist of three trustees.

Robert Ducker 103 Bedford Place
Morganville, NJ 07751

Joel Greenberg 2337 Hudson Terrace #E14
Ft. Lee, NJ 07024

Graham S. Rose, Esq. 11 Beech Street
Garden City, NY 11530

0100487132

The number of trustees constituting subsequent boards may be increased to no more than 20 in accordance with the manner set forth in the by-laws."

RESOLVED, That Article 6 of the Certificate of Incorporation be deleted, as the corporation has no members.

RESOLVED, That a new Article 13 be added to the Certificate of Incorporation as follows:

"The purposes for which the corporation is organized are to engage in religious, charitable, scientific, literary, and/or educational activities within the meaning of Section 170(c)(2)(B), 501(c)(3), 2055(a)(2) and 2522(a)(2) of the Internal Revenue Code. The corporation is organized and is to be operated exclusively for religious, charitable, scientific, literary, and/or educational purposes within the meaning of the provisions is Sections 170(c)(2)(B), 501(c)(3), 2055(a)(2) and 2522(a)(2) of the Internal Revenue Code. No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its trustees, officers, private individuals or organizations organized or operating for profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as hereinabove stated). No part of the activities of the corporation shall be the carrying on of propaganda or otherwise in attempting to influence legislation, and the corporation shall not directly or indirectly participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision herein, the corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section

501(c)(3) of said Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Internal Revenue Code."

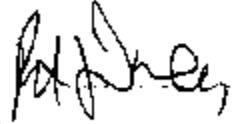
RESOLVED, That a new Article 14 be added to the Certificate of Incorporation as follows:

"On distribution or final liquidation, the trustees shall, after paying or making provision for the payment of all of the lawful debts and liabilities of the corporation, distribute all of the assets of the corporation to one or more of the following categories of recipients as the board of trustees of the corporation shall determine: (a) a nonprofit organization or organizations which may have been created to succeed the corporation, as long as such organization or each of such organizations shall qualify as an organization described in Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future or United States Internal Revenue law); and/or (b) a nonprofit organization or organizations having similar aims and objectives as the corporation which may be selected as an appropriate recipient of such assets, as long as such organization or each such organization shall qualify as an organization described in Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue law); and/or (c) any person or entity to whom or which a distribution is treated as a distribution for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue law); and/or (d) the federal government, or to a state or local government, but only if such assets will be used for a public purpose."

3. The effective date of this Amendment to the Certificate of Incorporation shall be immediately upon filing with the New Jersey Secretary of State.

0150 487132

IN WITNESS WHEREOF, the undersigned, being the sole incorporator
of Garden State Consumer Credit Counseling Service, Inc., has executed
~~this Amendment to the corporation's Certificate of Incorporation on~~
this 29th day of July, 1991.



Robert Ducker, sole incorporator

NEWLY AMENDED AND RESTATED BY-LAWS
OF
GARDEN STATE CONSUMER CREDIT COUNSELING, INC.

NEWLY ADOPTED BY-LAWS
OF
GARDEN STATE CONSUMER CREDIT COUNSELING, INC.

September 12, 2014

ARTICLE I.

OFFICES

Section 1. The registered office of GARDEN STATE CONSUMER CREDIT COUNSELING, INC. (the "Company") shall be in the City of Manalapan County of Monmouth, State of New Jersey.

Section 2. The Company may also have offices at such other places both within and without the State of New Jersey as the Board of Trustees may from time to time determine or the business of the Company may require.

ARTICLE II.

MEMBERSHIP

Section 1. The Company being a non-membership corporation, there shall be no members of the Company.

ARTICLE III.

BOARD OF TRUSTEES

Section 1. The number of trustees which shall constitute the whole Board of Trustees shall be not less than four (4) nor more than fifteen (15), of which not less than fifty percent (50%) are independent; provided, that if any time the number of independent trustees is less than fifty percent (50%) and the remaining members meet all membership requirements, the Board of Trustees may consist of less than fifty percent (50%) independent trustees for no more than one year of the occurrence of the event reducing the number of independent trustees below fifty percent (50%). The trustees shall be elected at an annual meeting of the Board of Trustees, except as provided in Section 2 of this Article, and each trustee elected shall hold office until his successor is elected and qualified; provided, however, that unless otherwise restricted by the Certificate of Incorporation or by law, any trustee may be removed, either with or without cause, from the Board of Trustees at any meeting of the Board of Trustees by at least a majority vote of the whole Board of Trustees.

Section 2. Vacancies on the Board of Trustees by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, and newly created trusteeships resulting from any increase in the authorized number of trustees may be filled by a majority of the trustees then in office, although less than a quorum, or by a sole remaining trustee. The

trustees so chosen shall hold office until the next annual election of trustees and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no trustees in office, then an election of trustees may be held in the manner provided by statute.

Section 3. The property and business of the Company shall be managed by or under the direction of its Board of Trustees. In addition to the powers and authorities by these By-Laws expressly conferred upon them, the Board of Trustees may exercise all such powers of the Company and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by others.

MEETINGS OF THE BOARD OF TRUSTEES

Section 4. The trustees may hold their meetings and have one or more offices, and keep the books of the Company outside of the State of New Jersey. The annual meeting of the Board of Trustees shall be held each year on a date and time designated by the Board of Trustees. At each annual meeting, trustees shall be elected and any other proper business may be transacted.

Section 5. Regular meetings of the Board of Trustees may be held without notice at such time and place as shall from time to time be determined by the Board of Trustees.

Section 6. Special meetings of the Board of Trustees may be called by the Chairman of the Board, President or Secretary on forty-eight hours' notice to each trustee. Notice to trustees may be given by telegram, telecopier, telephone or other means of electronic transmission. Special meetings shall be called by the Chairman of the Board, President or the Secretary in like manner and on like notice on the written request of two trustees unless the Board of Trustees consists of only one trustee; in which case special meetings shall be called by the Chairman of the Board, President or Secretary in like manner or on like notice on the written request of the sole trustee.

Section 7. At all meetings of the Board of Trustees a majority of the authorized number of trustees shall be necessary and sufficient to constitute a quorum for the transaction of business, and the vote of a majority of the trustees present at any meeting at which there is a quorum, shall be the act of the Board of Trustees, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present at any meeting of the Board of Trustees the trustees present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. If only one trustee is authorized, such sole trustee shall constitute a quorum.

Section 8. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Trustees or of any committee thereof may be taken without a meeting, if all members of the Board of Trustees or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 9. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, members of the Board of Trustees, or any committee designated by the Board of

Trustees, may participate in a meeting of the Board of Trustees, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 10.

The Trustees shall hold separate meetings outside of the regular Board of Trustees meetings, provided that there are no more than (2) meetings per year, where such meeting's agenda is concerning the strategic planning for the Company. These planning meetings are to be considered distinct and wholly divided from standard Board of Trustee meetings. At all planning meetings, a majority of the members of the Board of Trustees shall be empowered to act on behalf of the Board. It is during these planning meetings where the Trustee will help facilitate the development and maintenance of the Strategic Plan which will include reviewing, modifying and energizing the plan where necessary. Further, when circumstances warrant during any such planning meeting, the Trustees may address Succession Plans and provide recommendations for the development or revisions of such Succession Plans.

COMMITTEES OF TRUSTEES

Section 11.

The Board of Trustees may, by resolution passed by a majority of the whole Board, designate one or more committees, each such committee to consist of two or more of the trustees of the Company. Any such committee, to the extent provided in the resolution of the Board of Trustees, shall have and may exercise all the powers and authority of the Board of Trustees in the management of the business and affairs of the Company, and may authorize the seal of the Company to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the members the sale, lease or exchange of all or substantially all of the Company's property and assets, recommending a dissolution of the Company or a revocation of a dissolution, or amending the By-Laws of the Company; and, unless the resolution or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 11.02.

Nominating Committee. The Board shall appoint a standing committee of no less than two (2) members of the Board, who are deemed independent by the Board, to serve as a Nominating Committee for the purpose of recruiting, considering, and reviewing the qualifications of potential additional members to serve on the Board of Directors of the Corporation as the need may arise, or as Advisors to the Board of Directors as the need may arise. The Committee will have the primary responsibility for proposing and recommending any individual for consideration by the entire Board, or upon the termination of the term, for the re-

nomination, if desired of individuals on the board, who shall elect same consistent with the By-Laws of the Corporation.

Section 11.03.

Compensation Committee. The Board shall appoint a standing committee of no less than two (2) members of the Board, who are deemed independent by the Board, to serve as a Compensation Committee for the purpose of reviewing and analyzing the compensation of the Officers of the Corporation commensurate with their functions, responsibilities, experience, value to the corporation and in relation to industry averages for compensation for similar positions throughout the country. The purpose of the Compensation Committee (the "Committee") of the Board of the Organization is to discharge the Board's responsibilities relating to compensation of the Organization's executives, including by designing (in consultation with management or the Board), recommending to the Board for approval, and evaluating the compensation plans, policies and programs of the Organization. The Committee shall ensure that compensation programs are designed to encourage high performance, promote accountability and assure that employee interests are aligned with the interests of the Organization as a not-for-profit organization. In addition to the powers and responsibilities expressly delegated to the Committee in this Charter, the Committee may exercise any other powers and carry out any other responsibilities delegated to it by the Board from time to time consistent with the Organization's articles of incorporation and bylaws.

Section 11.04.

Audit Committee. The Board shall appoint a standing committee of no less than two (2) members of the Board, who are deemed independent by the Board, to serve as an Audit Committee for the purpose of overseeing the accounting and financial reporting processes of the Organization and the audits of the financial statements of the Organization. In addition to the powers and responsibilities expressly delegated to the Committee in this Charter, the Committee may exercise any other powers and carry out any other responsibilities delegated to it by the Board from time to time consistent with the Organization's bylaws.

Section 11.05

Finance Committee. The Board shall appoint a standing committee of no less than two (2) members of the Board, who are deemed independent by the Board, to serve as a Finance Committee for the purpose of reviewing and communicating to the Board financial policies, goals and budgets set by the Organization that support the mission, values, and strategic goals of the Organization. In addition to the powers and responsibilities expressly delegated to the Committee in its Charter, the Committee may exercise any other powers and carry out any other responsibilities delegated to it by the Board from time to time consistent with the Organization's bylaws.

Section 11.06.

Executive Committee. The Board shall appoint a standing committee of no more than three (3) members of the Board, one of which is to be the Chief Executive Officer, who are

deemed independent by the Board, to serve as an Executive Committee for the purpose of addressing pressing and urgent matters that arise between regularly scheduled Board meetings or when it is not practical or feasible for the Board to meet. In addition to the powers and responsibilities expressly delegated to the Committee in its Charter, the Committee may exercise any other powers and carry out any other responsibilities delegated to it by the Board from time to time consistent with the Organization's bylaws.

Section 12.

Each committee shall keep regular minutes of its meetings and report the same to the Board of Trustees when required.

COMPENSATION OF TRUSTEES

Section 13. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, the Board of Trustees shall have the authority to fix the compensation of trustees. The trustees may be paid their expenses, if any, of attendance at each meeting of the Board of Trustees and may be paid a fixed sum for attendance at each meeting of the Board of Trustees or a stated salary as trustee. No such payment shall preclude any trustee from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

INDEMNIFICATION

Section 14. The Company may indemnify every person who was or is a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a trustee, officer or employee of the Company or, while a trustee, officer or employee of the Company, is or was serving at the request of the Company as a trustee, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including counsel fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, to the full extent permitted by applicable law. The Board of Trustees may make advances against such expenses upon terms decided by it. The Board of Trustees may exercise the full extent of the powers of the Company has under New Jersey law, as such law exists from time to time, to purchase and maintain insurance against the risks above-described on behalf of its trustees, officers, employees and agents. In conjunction with the scope of this provision, each trustee, at the time of their appointment to the Board or shortly thereafter will be provided with an indemnification agreement for formal signature.

Section 16.

Advisors. The Board may appoint Advisors to the Board. Advisors shall be entitled to attend and participate in all meetings of the Board and be privy to the materials made available to the trustees for their meetings. Advisors are not Trustees and shall not be entitled to vote on matters considered by the Board. Advisors shall serve at the pleasure of the Board of Directors and may be removed from the position of Advisor with or without cause by affirmative

vote of a majority of the trustees present at a meeting at which a quorum is present. Advisors shall not be compensated for their services as such, although they may otherwise receive compensation from the Company.

ARTICLE IV.

OFFICERS

Section 1. The officers of this Company shall be chosen by the Board of Trustees and shall include a President, a Secretary, and a Treasurer. The Company may also have at the discretion of the Board of Trustees such other officers as are desired, including a Chief Executive Officer, one or more Vice Presidents, one or more Assistant Secretaries and Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 hereof. In the event there are two or more Vice Presidents, then one or more may be designated as Executive Vice President, Senior Vice President, or other similar or dissimilar title. At the time of the election of officers, the trustees may by resolution determine the order of their rank. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these By-Laws otherwise provide.

Section 2. The Board of Trustees, at each annual meeting of the Board of Trustees, shall choose the officers of the Company.

Section 3. The Board of Trustees may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. The salaries of all officers and agents of the Company shall be fixed by the Board of Trustees or committee thereof.

Section 5. The officers of the Company shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Trustees may be removed at any time by the affirmative vote of a majority of the Board of Trustees. If the office of any officer or officers becomes vacant for any reason, the vacancy shall be filled by the Board of Trustees.

CHIEF EXECUTIVE OFFICER

Section 6.

The Chief Executive Officer shall have the general control and management of the business and affairs of the Company, under the direction of the Board of Trustees. He or she shall have power: (i) to select and appoint all necessary officers and employees of the Company except such officers as under these By-Laws are to be elected by the Board of Trustees, (ii) to remove all appointed officers or employees whenever he or she shall deem it necessary, and to make new appointments to fill the vacancies, and (iii) to suspend from office for cause any elected officer, which shall be forthwith declared in writing to the Board of Trustees. The Chief

Executive Officer shall have such other authority and shall perform such other duties as may be determined by the Board of Trustees.

PRESIDENT

Section 7.

The President shall have such authority and perform such duties relative to the business and affairs of the Company as may be determined by the Board of Trustees or the Chief Executive Officer. In the absence of the Chief Executive Officer, the President shall preside at meetings of the trustees. If the Board of Trustees shall not have elected a Chief Executive Officer, the President shall have such authority and shall perform such additional duties as in these By-Laws is provided for the office of Chief Executive Officer.

VICE PRESIDENTS

Section 8. In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Trustees, or if not ranked, the Vice President designated by the Board of Trustees, shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall have such other duties as from time to time may be prescribed for them, respectively, by the Board of Trustees.

SECRETARY AND ASSISTANT SECRETARY

Section 9. The Secretary shall attend all sessions of the Board of Trustees and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required by the Board of Trustees. He or she shall give, or cause to be given, notice of all meetings of the members and of the Board of Trustees, and shall perform such other duties as may be prescribed by the Board of Trustees or these By-Laws. He or she shall keep in safe custody the seal of the Company, and when authorized by the Board, affix the same to any instrument requiring it, and when so affixed it shall be attested by his or her signature or by the signature of an Assistant Secretary. The Board of Trustees may give general authority to any other officer to affix the seal of the Company and to attest the affixing by his or her signature.

Section 10. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Trustees, or if there be no such determination, the Assistant Secretary designated by the Board of Trustees, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Trustees may from time to time prescribe.

TREASURER AND ASSISTANT TREASURER

Section 11. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys, and other valuable effects in the name

and to the credit of the Company, in such depositories as may be designated by the Board of Trustees. He or she shall disburse the funds of the Company as may be ordered by the Board of Trustees, taking proper vouchers for such disbursements, and shall render to the Board of Trustees, at its regular meetings, or when the Board of Trustees so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Company. If required by the Board of Trustees, he or she shall give the Company a bond, in such sum and with such surety or sureties as shall be satisfactory to the Board of Trustees, for the faithful performance of the duties of his or her office and for the restoration to the Company, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Company.

Section 12. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Trustees, or if there be no such determination, the Assistant Treasurer designated by the Board of Trustees, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Trustees may from time to time prescribe.

ARTICLE V.

CHECKS

Section 1. All checks or demands for money and notes of the Company shall be signed by such officer or officers as the Board of Trustees may from time to time designate.

FISCAL YEAR

Section 2. The fiscal year of the Company shall be January 1st to December 31st of each year, unless otherwise fixed by resolution of the Board of Trustees, and its financial books and records shall be kept on an accrual basis.

SEAL

Section 3. The corporate seal shall have inscribed thereon the name of the Company, the year of its organization and the words "Corporate Seal, State of New Jersey". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

NOTICES

Section 4. Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any trustee, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such trustee or member, at his or her address as it appears on the records of the Company, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to trustees may be given by telegram, telecopier, telephone or other means of electronic transmission. Without limiting the foregoing,

any notice to members given by the Company shall be effective if given by a form of electronic transmission consented to by the trustee to whom the notice is given. Any such consent shall be revocable by the trustee by written notice to the Company and shall also be deemed revoked if (1) the Company is unable to deliver by electronic transmission two consecutive notices given by the Company in accordance with such consent and (2) such inability becomes known to the Secretary or Assistant Secretary of the Company, or other person responsible for the giving of notice, provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. Notice given by a form of electronic transmission in accordance with these By-Laws shall be deemed given (i) if by facsimile telecommunication, when directed to a number at which the trustee has consented to receive notice, (ii) if by electronic mail, when directed to an electronic mail address at which the trustee has consented to receive notice; (iii) if by a posting on an electronic network, together with separate notice to the trustee of such specific posting, upon the later of such posting and the giving of such separate notice, and (iv) if by another form of electronic transmission, when directed to by the trustee.

For purposes of these By-Laws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 5. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent.

AMENDMENTS

Section 6. These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the Board of Trustees, when such power is conferred upon the Board of Trustees by the Certificate of Incorporation, at any regular meeting of the Board of Trustees or at any special meeting of the Board of Trustees if notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such special meeting.

AGENCY MISSION

Section 7.

The Corporation is organized exclusively for religious, charitable, scientific, literary, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended (the "Code"), including (i) the provision of affordable individual and family services, many of which are provided for free, to help strengthen and preserve mental, physical, behavioral and financial stability and well-being through education, counseling, advocacy, communication and debt management services and support; and (ii) performance of other acts as are necessary or akin to the foregoing purposes. In addition, the Corporation is organized exclusively for charitable purposes and for the moral and mental improvement of children, men and women, as set for in N.J.S.A. § 54:4-3.6. All of the Corporation's fees are waived for those who are unable to pay.

Section 8.

The Company will primarily use certified counselors, who, upon the assessment of the potential client's financial situation, will recommend or suggest options.

Section 9.

The Company will provide consumer financial education Counseling sessions, workshops and educational materials may be administered as part of an education program directed by qualified employees or agents.

Section 10.

The Company will primarily use certified housing counselors who possess a working knowledge of HUD housing programs and/or other housing programs.

* * *

Garden State Consumer Credit Counseling Corporation
A New Jersey Non Profit Corporation

CORPORATE RESOLUTION
NEWLY AMENDED AND RESTATED BY-LAWS OF CORPORATION

BE IT RESOLVED That Garden State Consumer Credit Counseling, Inc., A New Jersey

Non-Profit Corporation shall pursuant to the terms and provisions of Article I, Section 1; Article III, Sections 10, 11.05, 11.06, 12 and 15; and Article V, Sections 7 and 8 of The Corporate By-Laws amend the By-laws of the Corporation as follows:

ARTICLE I

OFFICES

Section 1 (replaced)

Section 1. The registered office of GARDEN STATE CONSUMER CREDIT COUNSELING, INC. (the "Company") shall be in the City of Manalapan County of Monmouth, State of New Jersey.

MEETINGS OF THE BOARD OF TRUSTEES

Section 10 (replaced)

Section 10. The Trustees shall hold separate meetings outside of the regular Board of Trustees meetings, provided that there are no more than (2) meetings per year, where such meeting's agenda is concerning the strategic planning for the Company. These planning meetings are to be considered distinct and wholly divided from standard Board of Trustee meetings. At all planning meetings, a majority of the members of the Board of Trustees shall be empowered to act on behalf of the Board. It is during these planning meetings where the Trustee will help facilitate the development and maintenance of the Strategic Plan which will include reviewing, modifying and energizing the plan where necessary. Further, when circumstances warrant during any such planning meeting, the Trustees may address Succession Plans and provide recommendations for the development or revisions of such Succession Plans.

FINANCE COMMITTEE

Section 11.05 (replaced)

Section 11.05 Finance Committee. The Board shall appoint a standing committee of no less than two (2) members of the Board, who are deemed independent by the Board, to serve as a Finance Committee for the purpose of reviewing and communicating to the Board financial policies, goals and budgets set by the Organization that support the mission, values, and strategic goals of the Organization. In addition to the powers and responsibilities expressly delegated to the Committee in its Charter, the Committee may exercise any other powers and carry out any other responsibilities delegated to it by the Board from time to time consistent with the Organization's bylaws.

EXECUTIVE COMMITTEE

Section 11.06 (replaced)

Section 11.06. Executive Committee. The Board shall appoint a standing committee of no more than three (3) members of the Board, one of which is to be the Chief Executive Officer, who are deemed independent by the Board, to serve as an Executive Committee for the purpose of addressing pressing and urgent matters that arise between regularly scheduled Board meetings or when it is not practical or feasible for the Board to meet. In addition to the powers and responsibilities expressly delegated to the Committee in its Charter, the Committee may exercise any other powers and carry out any other responsibilities delegated to it by the Board from time to time consistent with the Organization's bylaws.

Section 12 (removed)

Section 12. The Board of Trustees may designate an Executive Committee of the Board of Trustees which shall have authority to act for the Board of Trustees in accordance with N.J.S.A. 15A:6-9. The presence of two (2) members of the Executive Committee shall constitute a quorum.

INDEMNIFICATION

Section 15 (replaced)

Section 15. The Company may indemnify every person who was or is a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a trustee, officer or employee of the Company or, while a trustee, officer or employee of the Company, is or was serving at the request of the Company as a trustee, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including counsel fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, to the full extent permitted by applicable law. The Board of Trustees may make advances against such expenses upon terms decided by it. The Board of Trustees may exercise the full extent of the powers of the Company has under New Jersey law, as such law exists from time to time, to purchase and maintain insurance against the risks above-described on behalf of its trustees, officers, employees and agents. In conjunction with the scope of this provision, each trustee, at the time of their appointment to the Board or shortly thereafter will be provided with an indemnification agreement for formal signature.

ARTICLE V

AGENCY MISSION


Section 7 (replaced)

Section 7. The Corporation is organized exclusively for religious, charitable, scientific, literary, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended (the "Code"), including (i) the provision of affordable individual and family services, many of which are provided for free, to help strengthen and preserve mental, physical, behavioral and financial stability and well-being through education, counseling, advocacy, communication and debt management services and support; and (ii) performance of other acts as are necessary or akin to the foregoing purposes. In addition, the Corporation is organized exclusively for charitable purposes and for the moral and mental improvement of children, men and women, as set for in N.J.S.A. § 54:4-3.6. All of the Corporation's fees are waived for those who are unable to pay.

Section 8 (replaced)

Section 8. The Company will primarily use certified counselors, who, upon the assessment of the potential client's financial situation, will recommend or suggest options.

The foregoing Resolutions is certified to be a true copy of a Resolutions adopted unanimously by the Board of Trustees of Garden State Consumer Credit Counseling, Inc. on September 12, 2014.



Jill Feldman, Secretary

Dated: September 12, 2014



Business Entities (BE)

Business Search - Entity Detail

Online Services

- [File LLC Statement of Information](#)
- [File Corporation Statement of Information](#)
- [Business Search](#)
- [Publicly Traded Disclosure Search](#)
- [Current Processing Dates](#)
- [Service Options](#)
- [Name Availability](#)
- [Forms, Samples & Fees](#)
- [Statements of Information \(annual/biennial reports\)](#)
- [Filing Tips](#)
- [Information Requests \(certificates, ...\)](#)

The California Business Search is updated daily and reflects work processed through Sunday, June 13, 2021. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C2119936 GARDEN STATE CONSUMER CREDIT COUNSELING, INC.

Registration Date: 08/31/1998
Jurisdiction: NEW JERSEY
Entity Type: FOREIGN NONPROFIT
Status: ACTIVE
Agent for Service of Process: [CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE \(C1592199\)](#)
 To find the most current California registered Corporate Agent for Service of Process address and authorized employee(s) information, click the link above and then select the most current 1505 Certificate.

Entity Address: 200 U.S. HIGHWAY 9
 MANAI APAN NJ 07726

[Certificate of Status](#)

Executive VP of Finance (“CFO”)



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Overview:

The Chief Financial Officer (“CFO”) is responsible for the oversight of the overall financial activity of the company and presenting the results of that activity in conformity with Generally Accepted Accounting Principles (“GAAP”). In addition, where applicable, he is responsible to ensure that the company complies with required federal and state regulations and guidelines. Also, he will be the primary liaison between the company and external entities as it relates to financial activities of the company. Furthermore, he will provide the necessary financial information to the company’s governing body, which is the board of trustees, so that they can carry out their fiduciary responsibilities. The CFO will also be involved in the activities that are governed by the company’s Audit Committee and will provide that committee with information that ensures compliance with their by-laws. Finally, the CFO will oversee the entire Accounting Department to ensure that it operates efficiently, is managed properly, and that internal controls are designed to ensure data integrity.

Internal Financial Controls:

The implementation of strong internal controls within a small department is a challenging yet critically important goal of the CFO. Therefore, we continually discuss ways of making improvements and modifications to current procedures that will strengthen internal financial controls. Some of the more important controls that are in place are as follows:

1. Separation of Corporate and Trust Accounting procedures.
2. Daily reconciliations for all cash accounts that are reviewed by management.
3. Comprehensive review of all Balance Sheet and Income Statement accounts during the month-end closing process.
4. New vendors for Accounts Payable are added by management and the payments are performed by the Staff Accountant and system reports subsequently reviewed by the Accounting Manager. The CEO and COO are the only authorized signers on the operating account. Trust disbursement checks are electronically signed and the signature plate is electronically secured within the system.
5. Review of Audit Trail Reports on Abila Accounting System to determine any unauthorized access to system or to research any questionable postings to the general ledger.
6. Maintaining dual administrative control over processes that are done within the TD Bank Business Direct System and the BOA Cash Pro Website. This is especially important in areas of wires and ACH processing. Both systems require a RSA Token.
7. Management review of all payroll change reports prior to processing the current bi-weekly payroll. The review of new employees added and pay changes are critical. Also, limiting access to payroll records by unauthorized employees. This system requires digital certificates.

8. Review of all financial statements and tax returns by a second party to ensure accuracy and to provide these documents to the board on a periodic basis.
9. To have an external audit by a qualified CPA firm to ensure that overall accuracy of all financial information.

There are other internal controls noted throughout this document; however, the aforementioned represent the more relevant ones as they relate to financial controls.

Direct Reports:

The Accounting Manager will report directly to the CFO. The CFO will report directly to the CEO. There may be times when the CFO discusses financial related matters directly with board and/or committee members.

The Staff Accountant and the Payroll Specialist (or designee) report directly to the Accounting Manager and the Accounting Representatives involved in the trust processing report directly to the Accounting Manager.

The CEO will have weekly management meetings with critical staff to obtain departmental updates. The CFO actively participates in these meetings. Finally, the CFO will provide the COO with a Monthly Management Update which is due by the 15th of each month.

Board of Trustees:

The company's governing body is the Board of Trustees ("the Board") which currently consists of one non-independent member (CEO) and eleven independent members. The Board is responsible for oversight of the entire company. The oversight of the financial results of the company is one of the more important roles of this body. The CFO produces monthly internal financial packages which are prepared on an accrual basis. These are provided electronically to the CEO, who reviews, and then forwards to the board in order to monitor monthly activity. On a quarterly basis, the Board will meet to review and discuss the results of the most recent quarter ended. The company provides an agenda and a complete board package in advance so that the members can review prior to the meeting. This allows for a more efficient meeting with relevant questions being asked. Generally, the meeting consists of the following topics: review and approval of prior meeting minutes, review of prior meeting action items, review of quarterly financial results, review of cash flows and budget, update on operations, compliance report, update on industry matters, committee reports, and any other business. The Board has created five committees which include the Audit Committee, Compensation Committee, Finance Committee, Executive Committee, and the Nominating Committee. These committees meet at designated times based upon the needs of the company. The CFO will play a role in all the financial activities involving the Board and the committees thereof.

Financial Reporting:

The CFO utilizes reports generated from the company's general ledger accounting system to prepare standardized monthly reports, in Excel, that summarize the company's current financial position. The primary reports include Statement of Position, Statement of Activities, Statement of Cash Flows, Ratios, Net Income Projection Report, and an A/R Aging Report. Also, several detail revenue and expense reports are included. The reports are provided to the CEO for review to ensure accuracy and completeness. Thereafter, they are sent electronically to the Board of Trustees as indicated above. Generally, these reports are completed by the 10th of each month. The financial reports are also reviewed by the company's external auditors on an annual basis during their year-end audit.

The company has a year-end audit that is performed by Topel and Silver CPAs. The audit normally takes place in early February for the prior calendar year. Also, the auditors may come in during the months of October or November to perform some preliminary audit work that includes randomly testing relevant internal control procedures and compliance with grant agreements.

Regulatory and State Tax Reporting:

The primary regulatory report that is prepared for the company is the annual Form 990 (Return of Organization Exempt from Income Tax). This report is due to be filed by May 15 for the prior calendar year. The CFO is responsible for providing all supporting documentation to the external auditors which include a wide assortment of financial spreadsheets and schedules. The external auditors use their tax reporting software to input this information, calculate certain schedules, and to utilize the programs cross checking capabilities. A preliminary return is sent to the CEO, CFO, and the Audit Committee for review and a conference call is scheduled to discuss. All changes are incorporated by the external auditors and the CFO will instruct them to e-file the return and to provide a confirmation. The full Board will also receive a copy of the Audited Financial Statements and the Form 990. In addition, the CFO maintains a listing of several other tax returns that are done for the company and its subsidiary. These returns will be reviewed and filed on a timely basis.

General Ledger Accounting:

The department uses the Abila Accounting Software for Non-Profit Organizations. The data for this system is backed up on a daily basis in a directory established for that purpose. In addition, the software resides on an independent network that is backed up by IT on a daily basis. The primary areas that are used by the department are A/R, A/P, Reconciliations, General Journal, Financial Statements, Fixed Assets, Allocations, and Memorized & Recurring Transactions. The department's Staff Accountant is the primary individual utilizing the system on a day to day basis to record financial activity. The Accounting Manager is the back up to the Staff

Accountant and will perform that function on an as needed basis. The CFO will primarily use the system to review the monthly financial activity and to prepare the required financial statements. The software is generally updated on an annual basis.. Presently, the area that uses this system is the Corporate Accounting area; of which, the personnel consist of the CFO, Accounting Manager, and the Staff Accountant.

Trust Accounting:

The company provides a debt management plan (“DMP”) to clients that are deemed eligible for the plan. Several departments within the company perform critical functions that allow the debt management plan to operate seamlessly. The accounting department plays a vital role in handling several of the processing tasks that are required of this plan. The company uses a home grown system called Credit Master (“CM”) that allows for the different departments within the company to perform their required tasks. The CM system has built in controls that allow access by only designated individuals based upon the duties they perform and the departments that they work. The Accounting Department Manager is responsible for the day to day operations of this area and the procedures are illustrated in the Accounting Department Manual. A large majority of the tasks indicated within this manual are performed within the CM system. The tasks generally revolve around processing client receipts and disbursements within the DMP. The system is enhanced on an as needed basis by the IT department programmers in order to better service our clients and referral partners. The Accounting Representatives are the primary individuals that utilize the CM system on a day to day basis. The CFO is responsible for working with the Accounting Department Manager to ensure processes are functioning as efficient as possible for both manual processes and processes using the CM system.

The CM system is a subsidiary general ledger system that produces information that is used to book entries into the General Ledger. Presently, we have created an import between CM system and the Abila system to increase the efficiency in posting the necessary general ledger entries. On a daily basis the Trust Cash and Payable balances are reconciled between the Bank, the GL, and the CM system. This reconciliation is one of the most critical that is done in the department and is reviewed randomly during the month by the CFO and always at month end.

Abandoned Property (Escheat):

The company is generally licensed in all states and therefore will have client accounts in each state on the DMP. At times, there are outstanding checks that do not clear the client’s accounts and no contact can be made with these clients for various reasons. The company will always take steps to contact the client at the time they are withdrawn from the DMP. If no contact is made the funds are deposited into the Escheat DDA where they are held according to state

requirements until they are escheated. The department maintains a detailed listing of all applicable outstanding checks and the date they are eligible to be escheated. The clients are attempted to be contacted when the dormancy period has elapsed and the funds are then ultimately sent to the state using the prescribed reporting documents. These reports can be done manually or electronically depending upon the state's requirements. In addition, the company will review all outstanding checks on its other reconciliations and will escheat them accordingly if no payee contact can be made. The CFO must ensure that these procedures are being followed and that every attempt is made to return the funds to the client or payee before contact is lost. The early return of funds to the client is a cost savings to the company and it reduces administrative processes in accomplishing this task.

Insurance:

The CFO will ensure that all Corporate Insurance policies are current and that coverage is adequate for the company's needs. The review of the policies will be done with our insurance brokers from Rue Insurance Company and HUB International. Generally, the policies need to be renewed each year and most have an application that requires completion. The CFO will maintain a comprehensive insurance schedule that will be provided to the board on an annual basis for review. The company does not have an insurance committee so it is critical that the board maintain an oversight position with regards to the policies. In addition, the insurance policies are normally booked to the general ledger as a prepaid expense and amortized over the period of benefit to insurance expense. The company uses the fixed asset module within the Abila system to account for prepaid expenses and to book monthly amortizations. The following corporate insurance policies are in place: Business Liability & Property, Workers' Compensation, Commercial Crime Policy (RI), Fidelity/Crime Liability (WRAP), Professional Liability (E&O), Cyber-Liability, and NY Disability Benefits. Also, the company maintains Surety Bond Insurance for each state since the company is a fiduciary for the funds that are sent into the DMP. These policies are booked to prepaid expense as they renew which is typically on an annual basis. The Compliance Officer is responsible for maintaining up to date surety bond insurance coverage based upon the state's requirements.

The CFO will also be involved in the renewal pricing related to the Major Medical and Dental Plans which generally occur on an annual basis. Specific analysis is performed to determine the financial effects of new pricing and how that pricing will be absorbed by the company and the employees.

Retirement Plans:

The company provides a qualified contributory retirement plan (403b) for all eligible employees. An employee is eligible to contribute to the plan on the 1st business day of the month following 30 days of employment. The plan investments are managed by One-America. Employees are automatically enrolled in the plan through the BPM portal when they are hired

and the contribution rate is automatically set at 3%. The contribution is invested into one of the T. Rowe Price funds. The employee can opt out of the plan at any time by doing so through the One-America web site. One-America will provide reports on a daily basis indicating any changes to contribution amounts that have been requested by employees. The contributions can be in the form of a percentage or dollars. The Accounting Manager will perform reconciliations between the ADP deductions and the One-American web site contributions on a periodic basis to ensure accuracy. The employees manage their investments via the One-America web site on their own accord without any guidance from management. The company also has an employer contribution component to the retirement plan which is a discretionary contribution that the company makes to the employees account. The employee is eligible if they have completed one year of service, have worked 1000 or more hours, and are employed at the end of the calendar year. The employee will be enrolled in the employer contribution portion of the plan at the nearest January or July following the completion of the eligibility requirements. This contribution is completely at the discretion of the board and management and largely depends on the company's annual performance. The company does not offer a matching contribution to that made by the employee. The Third Party Administrator ("TPA") of the plan is ManedMarblestone Group LLC. The TPA is responsible for the plan design and the compliance with the plan guidelines. The plan requires the filing of an annual Form 5500 for both the contribution portion of the plan as well as the employer contribution portion of the plan and both plans require an external audit. The Form 5500 must be filed no more than 7 months after the end of the plan year. Currently, the audit is performed by Topel & Silver, CPAs. The CFO must ensure that the above illustrated process is performed efficiently and on a timely basis.

The CFO will work with the Accounting Manager relating to issues of loans, rollovers, distributions, and contribution processing for the plan. One-America will provide all documentation that needs to be executed by the employee. All loan distributions will be sent directly from One-America to the employee provided that they have a legitimate e-mail address on file. If no e-mail address is on file the check will be sent to the company and will be distributed to the employee accordingly. All documentation is retained by the company electronically.

Investment in Key Man Life Insurance & Executive Deferred Compensation:

The company entered into an agreement with two of its Executive Officers (CEO & COO) to provide them with assistance in paying for certain life insurance owned by them, individually. These policies are with Northwestern Mutual ("NW") and the company will pay the premiums via electronic billing on a monthly basis and a hard copy invoice will be sent to support the charge. It was determined that this assistance would be provided under a "split dollar arrangement" whereby the Executive retains all rights, titles, and privileges under all incidents of ownership in the policy. To secure the premiums paid by the company, the Executive has

entered into an assignment of the policy to the company. Upon the death of the Executive, the company has the unqualified right to receive a portion of the proceeds of the policy in an amount equal to the company's premium contribution.

In 2000, the company established an Executive Deferred Compensation Plan ("the Plan"). The executive or their beneficiary will be paid a predetermined benefit at their normal retirement date. The funding for the Plan will be from the cash surrender value of the life insurance policies under the split dollar arrangement. In addition, the company will include the economic benefit value in the last payroll of each year as a fringe benefit which ultimately is reflected on the executives Form W-2. These amounts are provided by NW and are also indicated under the bonus column of the life insurance illustration provided by the insurance company.

In 2012, the company established a Supplemental Executive Retirement Plan ("SERP"), which is a non-contributory non-qualified benefit plan designed to provide key executives with a supplemental retirement income benefit upon reaching the benefit age of 65. The aggregate annual pre-tax benefit of the SERP is actuarially determined and will be paid over a period of 20 years. The company will fund its obligations under the SERP from the general assets of the organization

The CFO will maintain the executed documentation of these arrangements and will be involved in working with the insurance representative in insuring that the plans are carried out as intended. In addition, the CFO will ensure that the arrangements are accurately presented in all financial documents.

Payroll Processing:

The CFO and the Accounting Manager provided significant oversight over the payroll processing function which is a significant process within the department. Presently, the company utilizes a Payroll Specialist or designee who is responsible for ensuring that all systems are up to date and functioning as intended in compliance with the Employee Handbook. The company uses various systems that are provided by ADP to service payroll and benefit related activities. Those systems include EZLM for time & attendance, PayExpert for Payroll, HRB for benefits, and the Flex Direct (FSA) web site for FSA deduction and claim activity. In addition, the company uses Benefit Plan Manager ("BPM") as a 3rd party administrator which allows our employees to access one web site to manage company provided benefits. This web site will interface with the other web sites or will provide a direct link to another web site depending upon security levels involved. There is much interface between the Human Resource Department and the Payroll Processing area with regards employee activity. Also, a great deal of effort is given to ensure consistency between systems that don't interface. Presently, the company has several management designees for payroll that are responsible for monitoring employee time and to make sure time cards are accurate. These individuals will work hand in hand with Payroll Specialist or designee to ensure that all time is properly recorded prior to

closing out the bi-weekly payroll records. The Payroll Specialist or designee will produce preliminary payroll reports generally on the Tuesday of a payroll week which will be reviewed by the Accounting Manager in detail prior to requesting the final payroll run. The Accounting Manager is reviewing for fictitious employees, unauthorized pay changes, and other inaccurate information indicated on the payroll change report. The final payroll run will be provided to the Staff Accountant for booking to the general ledger and the appropriate funds will be transferred from the operating account to the payroll account. In addition, a transfer will go from the payroll account to the FSA account. These funds will be charged to these DDA accounts to cover the payroll and the FSA contributions. The CFO is responsible for ensuring that the payroll process is running efficiently and accurately and that payroll funds are secured at all costs by implementing sound internal controls.

The CFO will work with the Payroll Specialist or designee relating to issues of garnishments from the payroll.

Budgeting Process & Projections:

The company prepares both a Cash and Accrual Budget on an annual basis. The cash budget has historically been done by the CEO and the COO and is comprehensive and detailed in nature. The Accrual Budget is done by the CFO and the Accounting Manager and is done using key material information as well as trends. The budget process generally begins sometime in August and is completed by November where a final budget is presented to the board for approval. If any material revisions are made to this budget the board will be informed and the revision will be provided to them. On a monthly basis, the actual cash flow results are compared to budget and presented to the board along with the other financial information. In addition, they are provided with an accrual forecast of expected year end results. Revenue and expense information are provided from various departments throughout the company to assist in the budgeting process. The CFO will provide projections for payroll, benefits, and lease activity. These areas comprise a substantial portion of the cash outflow of the company. Also, other information will be provided as requested.

During the course of the year the CFO will provide updates to these projections due to frequent staffing changes throughout the company. Generally, payroll information is updated prior to each bi-weekly payroll and benefits are updated after the 15th of each month for the next month's billing which is the 1st of the month. This information is sent to the CEO and COO.

Leases:

The CFO maintains a detailed listing of all leases that are scheduled to mature along with other critical information regarding the lease. The schedule contains all capital leases. The capital leases are primarily from leases that were transacted by the company over the course of years. The Staff Accountant books all relevant general ledger entries for leases during the month-end

closing process which include interest charges, maintenance charges, and principal payments for both the long and short-term (12 months or less) portions on the lease. The CFO will be involved in the upfront lease negotiations with the leasing company and will be required to obtain all the necessary information from them to evaluate the lease and whether it qualifies as a capital or operating lease. There are spreadsheets that are used to make this determination. Presently, the company uses First American leasing and TD leasing for most of its lease financing needs. The CFO will consult with other department managers regarding leases that are needed for specific projects in order to have an understanding of the project and to determine the best type of lease structure. The amount of leases necessary will depend upon the company's cash position and the amount of significant capital expenditures budgeted.

The CFO also maintains a detailed listing of all the Site Leases of the company that indicate when there will be a change in the lease payment. This information must be coordinated with the Staff Accountant so that invoices are properly paid and to maintain compliance with the lease terms.

Correspondent Relationships:

The company has several critical banking or processing relationships that need to be managed. The primary banking relationship is with Bank of America due to their footprint throughout the United States. The company requires this type of footprint because it is generally licensed in each state and the states require a banking relationship within the state in order to administer the DMP. Bank of America's presence allows us to comply with this requirement. We utilize many of the products and services offered by the bank which allow us to efficiently service our corporate accounts as well as our trust account activities. The CFO will meet with banking personnel on a periodic basis to discuss products, services, pricing, and new initiatives.

The company also has an account with Mastercard RPPS. This company provides us with a service that allows for the electronic disbursement of client payments to their creditors versus sending checks. The CFO and other employees in accounting have access to their web site and can obtain necessary disbursement information for the trust reconciliation as well as support for all monthly billings. Also, other departments utilize this service to send proposals, for balance verifications, and to notify creditors of dropped clients.

In 2014, the company purchased a new corporate headquarters in Manalapan NJ. The financing for the purchase was provided by TD Bank which also provided the company with a secured line of credit in the amount of \$750,000 which generally matures in May of each year. As a requirement for this financing the company also opened up another operating account which is generally used to provide funds to TD for mortgage payments, line of credit payments, lease payments and other related exchanges of funds.

Collections:

The company uses a collection agency to collect on negative balances that are created within the client's trust account and to collect on paid time off that is due back to the company. The Human Resource department is responsible for collecting on the paid time off due the company. The CFO has established a relationship with Sunrise Credit Services, Inc. ("Sunrise") in Farmingdale, NY to collect for the company. The collection of negative balances within the client trust account generally originates from client receipts that are returned as non-sufficient funds from the client's bank after the company has disbursed the funds to the client's creditors. The company makes every attempt to contact the client to have the funds re-sent; however, there are times that the client does not resubmit the funds and is eventually withdrawn from the DMP. In this case, the company has a loss that requires collection. We evaluate each account and determine the clients that are in bankruptcy and those that have paid us and remove them from the population. The detail of the remaining population is sent via email to Sunrise to begin the collection process. The company retains spreadsheets that support these amounts and the company receives confirmation from Sunrise for all amounts sent. Sunrise does their due diligence and will forward the company's percentage of all payments collected on a monthly basis via check. The funds are deposited into the operating account and offset to the allowance for bad debts. The CFO and the Accounting Manager are involved in this process. Generally, Sunrise will receive collection items on a monthly basis for items deemed collectible from 60 to 90 days prior and after we have internally exhausted all avenues to obtain collection.

HUD Grant Draws:

The company provides housing counseling services that are funded via a grant from the Department of Housing and Urban Development ("HUD"). The Housing Department will forward the CFO the amount of the required drawdown from this grant that needs to be called in via a phone prompting service at HUD. There are several drawdowns per year depending upon timing of counseling activity. The funds are deposited electronically into the company's operating account generally within a few business days after the drawdown request.

Accounting Manager



For this position, the work instructions will be listed by frequency of task. Below, you'll find each task associated with this position, sorted by the following categories: Daily Tasks, Weekly Tasks, Monthly Tasks, Yearly Tasks, and Miscellaneous Tasks. Please note that passwords are not included herein, as this document is accessible to all Navicore Solutions employees.

DAILY TASKS

Assign Inquiries

- Inquiries are assigned out in the morning and in the afternoon
- In the morning go into Credit Master, Clients, Inquiries, View Inquiries – Admin, Type is “Not Assigned”, Dept is AC
- Evenly assign out all of the Urgency Codes “H, X, T, and U’s”
- In the afternoon go into Credit Master, Clients, Inquiries, View Inquiries – Admin, Type is “Not Assigned”, Dept is AC
- Evenly assign out the Urgency Codes “D” with a follow up date for the next direct debit cycle, and all “H, X, T, and U’s”

Assign Blue Sheets

- All reps are given 25 Blue Sheets to work each day
- Go into Credit Master, Accounting, Account Reconciliation, run the report Open Blue Sheet Rpt
- This report opens in Excel
- Save a new working copy tab
- Sort the list by the Note Column first, then by the Date of Disb column
- Insert a column for Rep Initials
- Put the rep initials for the notes in the note blue sheets and evenly assign the additional blue sheets to the reps who are here for the day
- Insert a pivot table, create a tab for each rep, email to !Accounting

Approving RPPS Wire and ACH Refunds

- After the check run is complete an Accounting Rep will bring over the RPPS Wire Support and ACH Refund Support.
- The Wire and Refunds are set up in Wells Fargo CEO but need to be released after approved.
- Log into Wells Fargo CEO
- Click on ACH Payments, Enter Token Code, View the entered ACH Batch and Approve once reviewed.
- Click on Wire Transfer, Enter Token Code,
 - On the left hand side towards the bottom there is a section titled Wire Templates, click on the link below that for Awaiting Approval.

[Wire Transfer Home](#)
[Reports](#)
[Batch Reports](#)
[File Upload](#)

Initiate Templated Wires

[Single Wire](#)
[Single Wire Express](#)
[Multiple Wires](#)
[Template Groups](#)

Initiate Freeform Wire

[Domestic](#)
[International](#)
[Book Transfer](#)
[Federal Tax Payment](#)

Pending Wires

[Awaiting Approval](#)
[Awaiting Repair](#)
[Uploaded Wires](#)
[Unsuccessful](#)
[Future Dated](#)

Wire Templates

[Awaiting Approval](#)
[Awaiting Repair](#)
[Copy / Modify Templates](#)
[Create Template](#)

Welcome to Wire Transfer!

Want more information about how to perform these tasks? [Help](#) is available or [contact us](#).

For quick access to Wire Transfer services, use the links listed below or in the left navigation bar.

Initiate a [Single Wire](#)
 Initiate a [Single Wire Express](#)
 Initiate [Multiple Wires](#)
 Check on [Pending Wires Awaiting Approval](#)
 View [Templates Awaiting Approval](#)
 Obtain Fed Confirmation Numbers in [Reports](#)

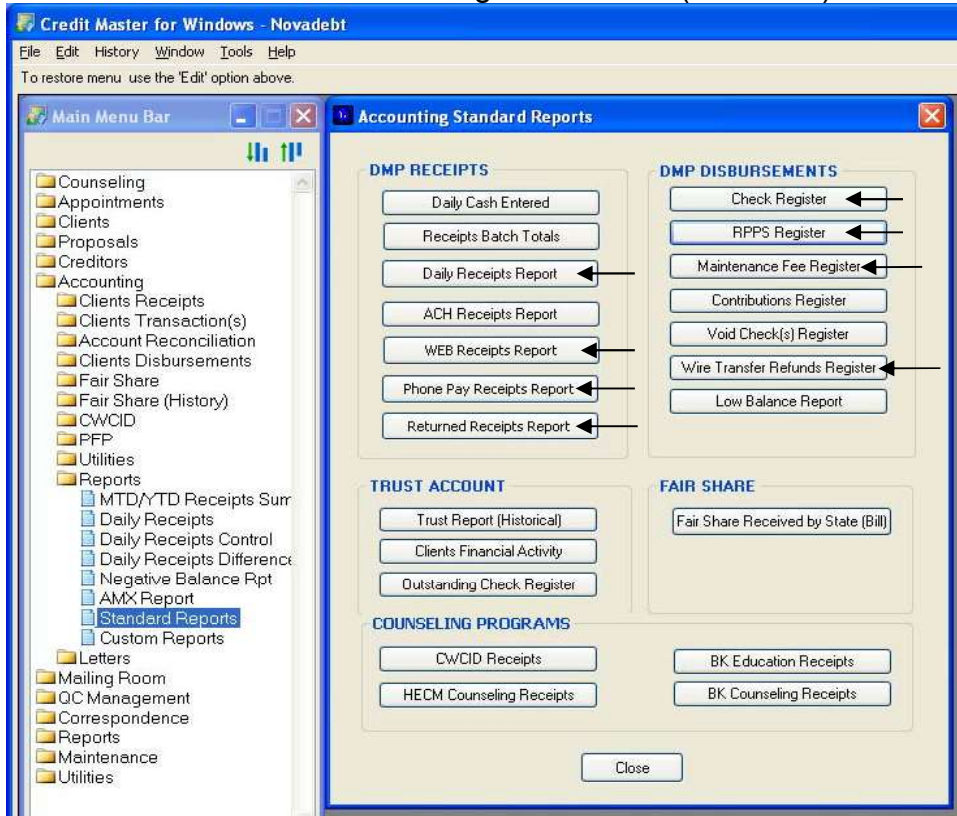
-
- Click on the RPPS Wire, review for accuracy and click Approve once reviewed.

Trust Account Reconciliation – Front End Process

- Print the RPPS Balance History information,
 - Log into <https://www.mastercardconnect.com/public/extranet/login/workspace.html>
 - This requires a username and an RSA Soft Token
 - Once you are logged in, click on Applications, RPPS Payments Center – this will open up a new window.
 - Click on the Funds Verification Tab, Click on View Balance History, Select ICA 2525 and enter the previous date and hit Search. Click on Download Details, Open – this will open up an excel spreadsheet for the days activity. Print the Balance History Sheet.
 - If there are any rejected payments then go back to RPPS and click on the Previous Payments Tab. In RPPS ID there are 3 account numbers.
 - Rejects - Click on the 1st account number for the RPPS ID, Transaction Code is 22, Transaction Status is Rejected by RPPS, your date range is the previous day to the current day. Click Submit. This will bring you to a new page with whatever returns may be listed for that day for that account. Print the results. On the bottom left, click on Return to Search and do the same thing for the other 2 accounts. If there are any rejects they will compile for all 3 accounts. After you choose the last account, print the results.
 - Go to P:\ACCOUNTING TRUST\MasterCard Residual Balance, open the Residual Balance Report. Enter in the RPPS information on the left side of the spreadsheet based off of the reports printed from RPPS. Get the RPPS Check File report from the prior days check run and enter the Voids and Gross Disbursement information into the right side of the spreadsheet. Once the spreadsheet is balanced, Save.
- Put these reports aside.

Printing Credit Master Reports

- All of the Reports that you will need are all under: Accounting, Reports, Standard Reports. Choose the previous day as your date range. Print out the following:
 - Daily Receipts Report - Summary
 - Web Receipts Report – Summary
 - Phone Receipts Report – Summary
 - Returned Receipts Report – Summary
 - Check Register – Summary
 - RPPS Register – Summary
 - Maintenance Fee Register – Summary
 - Wire Transfer Refunds Register – Detail (if needed)



- Using the bank reports, print the Trust Sweep Account

Importing the Daily Fair Share and Maintenance Fees into Abila

- Open up the file Fair Share Daily Settlement found: P:\ACCOUNTING TRUST\Fair Share-Maint-Contrib

Fair Share Daily Settlement 2012.xlsx - Microsoft Excel

FAIR SHARE DEDUCTION & MF/CONT. CONTROL LOG

Week Of: 12/31/12 THROUGH: 01/04/13

Blue = Input
Red = Formula

FAIR SHARE				DISBMTS			FAIR SHARE			Blended FS DAILY %	Deducted FS DAILY %
DATE	REGULAR	RPPS	TOTAL	REGULAR	RPPS	TOTAL	REGULAR	RPPS	TOTAL		
MONDAY 12/31/12	3,112.78	58,607.14	61,719.92	48.61	1,663.69	1,712.30	48.61	1,663.69	1,712.30	2.77%	6.45%
TUESDAY 01/01/13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00%
WEDNESDAY 01/02/13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00%
THURSDAY 01/03/13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00%
FRIDAY 01/04/13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00%
Total Disb. & FS	3,112.78	58,607.14	61,719.92	48.61	1,663.69	1,712.30				2.77%	1.29%

MAINTENANCE				CRED FEE	ENROLL	NEGBL WO	NGFEE	TOTAL		
DATE	MAINT	CONTR	CRED FEE	ENROLL	NEGBL WO	NGFEE	TOTAL			
MONDAY 12/31/12	2,576.00	40.00	(10.00)	50.00	0.00	20.00	2,676.00	4,372.83	4.34%	
TUESDAY 01/01/13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	
WEDNESDAY 01/02/13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	
THURSDAY 01/03/13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	
FRIDAY 01/04/13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	
Total Maint & Contr	2,576.00	40.00	(10.00)	50.00	0.00	20.00	2,676.00		4.34%	

WEEKLY %	FS	MAINT.	CONTR.	TOTAL
2.77%	4.17%	0.06%	7.11%	

FEES				RETURNS	WEB	RETURNS
DATE	PHONE	RETURNS	WEB	RETURNS		
MONDAY 12/31/12	140.00	0.00	90.00	(10.00)		
TUESDAY 01/01/13	0.00	0.00	0.00	0.00		
WEDNESDAY 01/02/13	0.00	0.00	0.00	0.00		
THURSDAY 01/03/13	0.00	0.00	0.00	0.00		
FRIDAY 01/04/13	0.00	0.00	0.00	0.00		
TOTAL	140.00	0.00	90.00	(10.00)		

DAILY TRANSFER TO OPERATING ACCOUNT:

GL 40020 40020 40000 40000 40010 40300 40600 40500 40200 40210 DAILY

- Un-hide the New GL JE Tab, Change the date to the date of the fees and copy down that date.

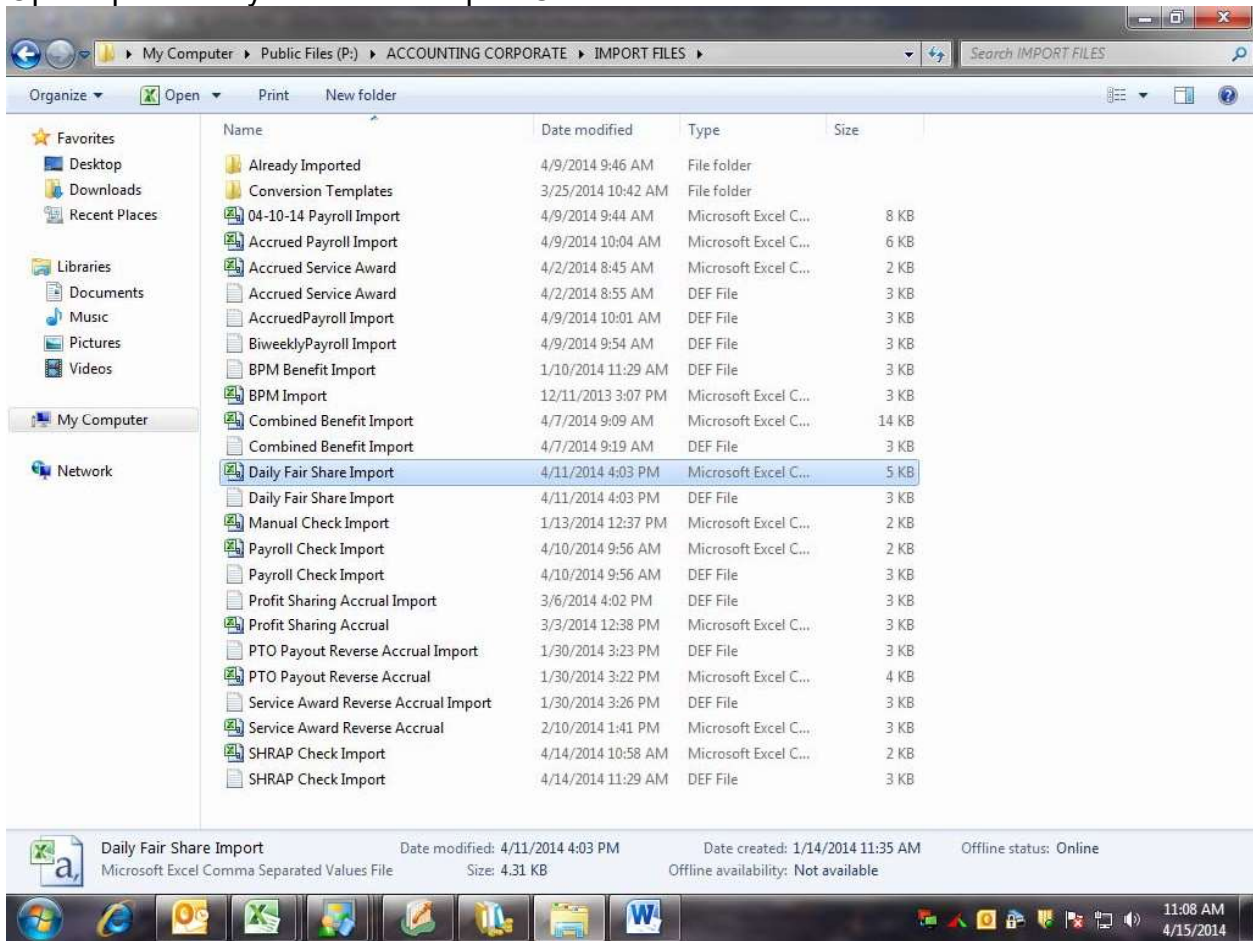
Fair Share Daily Settlement 2015 - Microsoft Excel

Effective Date

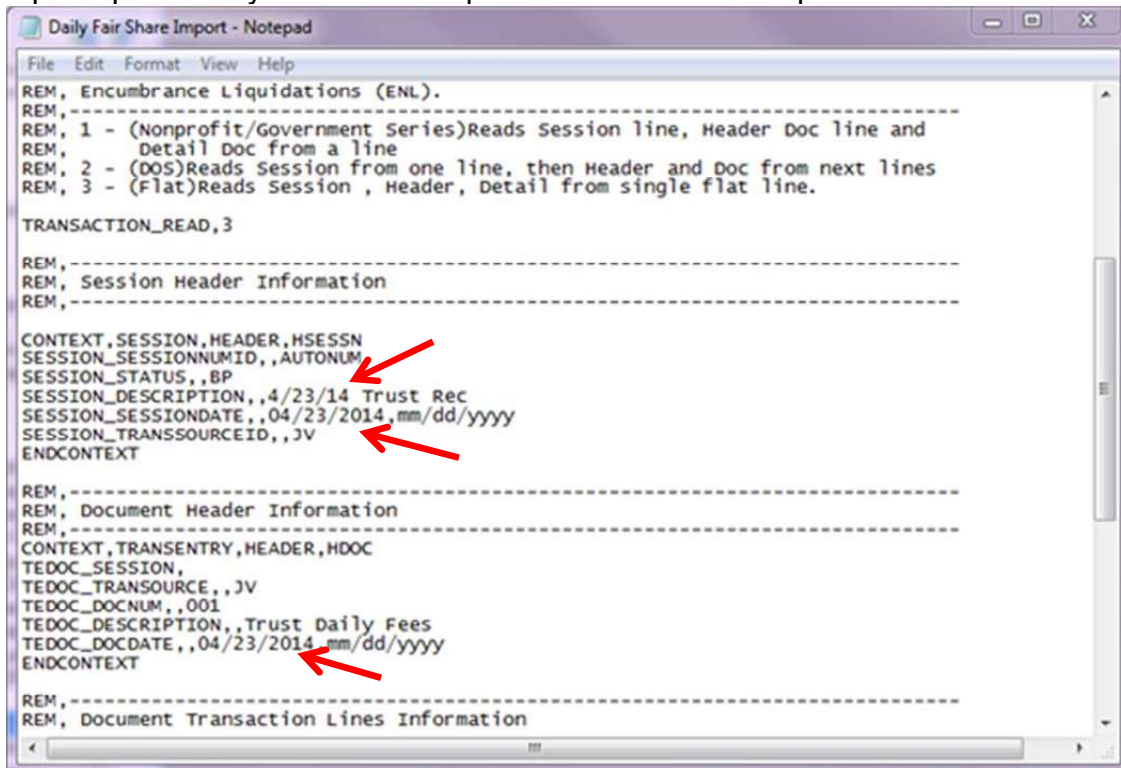
Effective Date	GL	%	Location	Dept	Program	Subprogram	Description	Amount	DR/CR	Type
4/9/2015	20700						RPPS FS	897.65	897.65	N
4/9/2015	20289						Due to RPPS FS	(897.65)	(897.65)	N
4/9/2015	20700						Check FS	48.50	48.50	N
4/9/2015	20289						Due to Check FS	(48.50)	(48.50)	N
4/9/2015	20289						FS ADJ	-	-	N
4/9/2015	20700						FS ADJ	-	-	N
4/9/2015	11010						Trust Sweep Interest Inco	0.53	0.53	N
4/9/2015	20289						Due to Sweep Interest Inco	(0.53)	(0.53)	N
4/9/2015	20700						Maintenance Fee	425.00	425.00	N
4/9/2015	20289						Due to Maintenance Fee	(425.00)	(425.00)	N
4/9/2015	20700						Contribution Fee	50.00	50.00	N
4/9/2015	20289						Due to Contribution Fee	(50.00)	(50.00)	N
4/9/2015	20289						Due to Cred Fee	-	-	N
4/9/2015	20700						Cred Fee	-	-	N
4/9/2015	20700						Enrollment Fee	-	-	N
4/9/2015	20289						Due to Enrollment Fee	-	-	N
4/9/2015	20700						NSF Fee	190.00	190.00	N
4/9/2015	20289						Due to NSF Fee	(190.00)	(190.00)	N
4/9/2015	20289						Due to Operating	1,611.15	1,611.15	N
4/9/2015	11010						Trust Cash Wells Fargo	(1,611.15)	(1,611.15)	N
4/9/2015	10020						Trust Fees	1,611.15	1,611.15	N
4/9/2015	20289						Due to Sweep Interest Inco	0.53	0.53	N
4/9/2015	11010						Trust Sweep Interest Inco	(0.53)	(0.53)	N
4/9/2015	10020						Trust Sweep Interest Inco	0.53	0.53	N
4/9/2015	40810	10.0%	100	100	40		2500 RPPS FS Deducted	(897.65)	(89.77)	N
4/9/2015	40810	79.0%	100	250	40		2500 RPPS FS Deducted		(709.14)	N
4/9/2015	40810	4.0%	100	300	40		2500 RPPS FS Deducted		(35.91)	N
4/9/2015	40810	7.0%	100	850	40		2500 RPPS FS Deducted		(62.84)	N
4/9/2015	40810	10.0%	100	100	40		2510 Check FS Deducted	(48.50)	(4.85)	N
4/9/2015	40810	79.0%	100	250	40		2510 Check FS Deducted		(38.32)	N
4/9/2015	40810	4.0%	100	300	40		2510 Check FS Deducted		(1.94)	N
4/9/2015	40810	7.0%	100	850	40		2510 Check FS Deducted		(2.40)	N

New GL JV 04-10-15 04-03-15 03-27-15 03-20-15 03-13-15 03-06-15 02-27-15 02-20-15 02-13-15 02-06-15

- Open up the Daily Fair Share Import CSV file



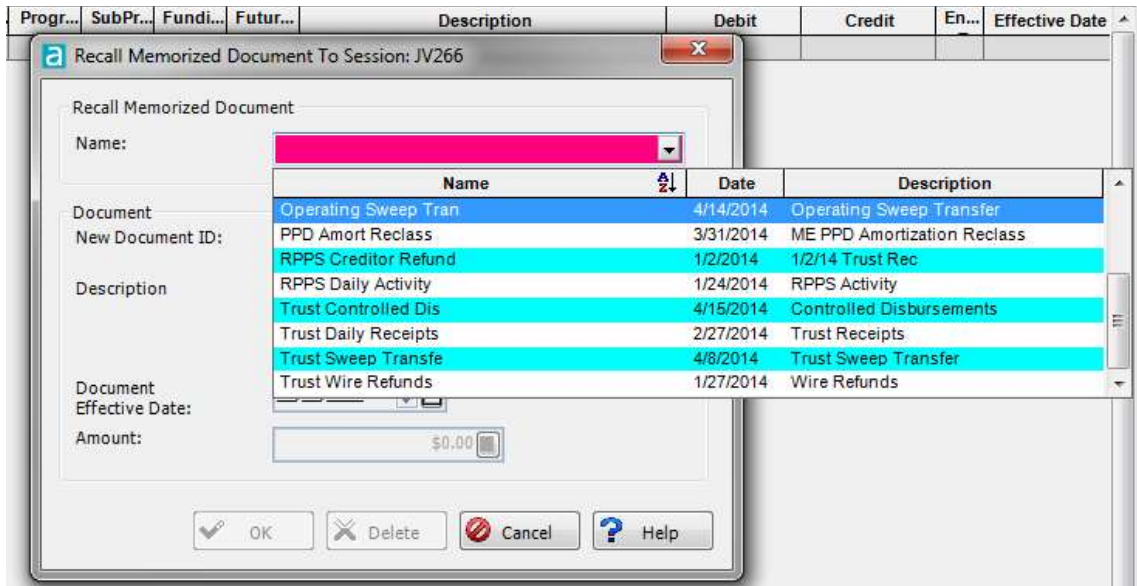
- Copy the entire worksheet into this worksheet
- Delete the rows with no data and save
- Open up the Daily Fair Share Import definition file and update the dates and Save



- Log into Abila, Go to File, Import, Click on the Daily Fair Share Import definition file, Click on the Daily Fair Share Import CSV file, and click on OK.

Entering JV Transactions

- Open up the JV created from the Daily Fair Share Import
- Using the reports printed from Credit Master and the Sweep Account Page; enter the JV's needed to balance the Trust.



-
- Trust Daily Receipts
- Trust Returns – Not a memorized document
- Trust Controlled Disbursements
- Trust Wire Refunds
- RPPS Daily Activity
- Trust Sweep Transfer

Back-End Reconciliation of the Trust Account

- Go to P:\ACCOUNTING CORPORATE\TRUST RECS - DAILY NEW, choose the year, and then the month of the reconciliation that you are doing.
- Get the Historical Balance, Go to N:\Exported\Trust and save the document to the corresponding folder
 - Open up the file and copy it into the Historical Balance spreadsheet for the current month, P:\ACCOUNTING CORPORATE\TRUST RECS - DAILY NEW
 - Sort by balance, subtotal the negative balances that are over \$100 and enter it in the summary tab, subtotal all the negative balances and enter it on the summary tab.
 - Total all of the balances and this will get you the current day Historical Balance
- Open the previous day's reconciliation and enter the Historical Balance
 - If this balance does not agree to the GL, research why
- Re-save it as the new day that you are working on.
- In Abila, print the Trial Balance for only the Trust Related Accounts.
- Each tab represents an account. Enter the Bank ending balance, enter the GL ending balance, identify any reconciling differences, and make sure that your totals agree and the balance is \$0.
- Complete the Roll-Forward tab.

- The GL Cash to Pay tab cannot be fully completed because you need the Historical Client Balance which is run 1 day later. Come back to this tab the following day and enter the Net Historical Balance from Credit Master at the bottom and make sure you prove.

Recording Fair Share Adjustments

- Receive form AC-CR
- Log into Credit Master, Go to Accounting, Clients Receipts, Single Receipts Entry
- Type in Client ID, Pmt Type is FS, Check # is F/S adjustment for “creditor”
- Enter Comments (Reason for FS Adjustment)
- Branch Code is: OT, Save
- Write an AC/H to disburse the funds
- Send an email to the Staff Accountant so she can notate on the Daily Operating Transfer

Approving AP Invoices

- The Staff Accountant will bring the daily AP Invoices entered.
- Log into Abila
- Run the report Unposted Transactions – AP Invoices under Reports, Transaction Reports, Unposted General Ledger Transactions. This will bring up all open AP Sessions.
- Review the AP Invoices for proper GL coding and once approved Post the Sessions and give the AP Invoices back to the Staff Accountant.

Approving Daily Transaction Batches

- Each day after the Bank Reports are emailed, print out the Operating Account.
- Log into Abila and run the report Unposted Transactions – DMG under Reports, Transaction Reports, Unposted General Ledger Transactions. This will bring up all sessions that are unposted.

- Verify that the items on the Operating Account have been entered correctly and post all batches once approved.

WEEKLY TASKS

Approving Weekly Operating Check Runs (Tuesdays and Thursdays)

- You will receive the checks and a corresponding report with each check run from the Staff Accountant.
- Verify that the check numbers are in order and are properly coded to their respective cash account.
- Verify that any checks printed without a vendor are coded properly.
- When done, post the batch in Abila and give back to the Staff Accountant.

Approving ACH Counseling Refunds

- An Accounting Rep will provide documentation for each ACH refund
- Log into Wells Fargo, ACH Payments, Pending Payments
- Verify that the information entered matches the information in Credit Master and click Approve
- Run the Detail Report and save to: P:\ACCOUNTING CORPORATE\ACH REFUNDS\2013
- Give the support to the Staff Accountant to book the entry

Assign Accounting Blue Sheets

- Once a week, on Wednesdays, Accounting Blue Sheets are distributed
- Go into Credit Master, Reports, All Reports, ACCOUNTING_BLUE_OPEN_REPORT
- This report opens in Excel
- Insert a column for Rep Initials
- Put the initials for the reps who are here for the day
- Insert a pivot table, create a tab for each rep, email to !Accounting

BI-WEEKLY TASKS

Timecard Review

- Before each payroll log into ADP and verify that the Accounting Department Timecards are complete and ready to be processed with the current payroll

Payroll Projection

- The Payroll Projection is due the Friday before the payroll is submitted.
- Save a new workbook for the current payroll, make any changes and adjustments and send to the CFO for review.
- Once reviewed and approved, enter the updated numbers into the Annual Budget.

Payroll Approval

- Once the payroll has been processed by the HR Specialist they will bring the reports over.
- Using the reports, create a new Payroll Posting Sheet, update the information, compare to the Payroll Projection. Once reviewed, sign off on the Payroll Register.
- Send an email to the Staff Accountant to transfer funds to the Payroll Account and then to the FSA Account.
- Once the transfers have been made the reports can go back to the HR Specialist to submit the payroll.

Payroll Import File

- Log into ADP
- Under Payroll, click on General Ledger Interface (GLI)
- Click on Process, Create G/L File
- Enter the G/L File Name xx/xx/xx ADP GL Import
- Click on the most recent Payroll
- Click Create G/L File
- Once created, download into Excel and save to P:\ACCOUNTING CORPORATE\PAYROLL\Payroll Posting & GL Import and choose the year that you are in.

Manual Check Import File

- Log into ADP
- Click on Reports, Custom Reporting
- Click on Run, All Complete Report Setups
- Run the report “Checks Issued Last Payroll Run 052809”
- Choose the most recent payroll
- Save to Excel.
- Update corresponding Import File and DEF File.
- Import into Abila and Post.

Remitting 403B Contributions

- Log into ADP
- Along the top of the page, click on the tab labeled Reports. Then Custom Reporting
- A new window will pop up. Click on the Run tab at the top and All Complete Report Setups. This will take you to a page where you can select from a list of reports to run.
- Scroll down until you locate a report titled 403B Report. Click on this link.
- Enter the current Pay date where indicated.
- Click Run Report at bottom of page.
- Once completed, locate the column labeled Output Format. Select the Excel Format and click Save. Save to My Documents, 403B Payments, Pay Date Contributions.
- Go to File and Open. Delete the first row with the date. Sort by 403B\$ and then 403B Roth \$.
- Delete anyone with ZERO Contribution. Re-Sort by Payroll Name.
- Total columns and make sure the total matches the totals on the Payroll Register
- Log into EXACT software. (requires username and password).
- Along the top Click Tools, then Data Transmission.
- Click Download Only, Enter Password and Click Transmit.
- A Pop-Up will display, Click OK.
- Another Message will display when complete, Click OK, Close.
- Go to File, Import. Browse for the contributions file that was previously saved.
- Click the drop down to populate the source.
- Click the drop down for Destination Table, Select Contributions.
- Enter the TOTAL amount for Contributions (regular & roth).
- Click Return, Continue. Enter the Import Specification as Contributions, then Click Import. This will process the contributions, when complete click OK, then Yes if the totals match. This will give a Batch Number. Click OK.
- Close out of this screen and the next screen by using the Red X.
- When at the blank Grey Screen, Go to Tools, then Data Transmission.
- This will default to Contributions & Payments, Use the drop down arrow to pick the Batch Number. Enter Password and click Transmit. At the announcement pop-up hit OK.

- When complete verify the total is correct in the pop-up box. Click Yes. When Pop-Up indicates connection Closed, click OK, Close.
- Go To File, Contributions, Contributions Report. Print by – Click Batch Number, enter batch number. Print 2 Copies.
- At the top of the report, verify the Transmission Date and Time. If this is blank the file was not transmitted and you need to call Exact to find out what happened.
- Keep 1 copy with the payroll file, Give the 2nd copy to the Staff Accountant to Post in Abila.
- Close out of Exact.

MONTHLY TASKS

Provide Monthly Reports to Jill

- Information for the Business Update is sent to the Executive Assistant to the COO at the beginning of the month for the prior month's activity.
- Information for the Department Update is sent to the Executive Assistant to the COO in the middle of the month for the prior month's activity.

Alabama NSF Report

- On the 1st day of the month you must run a report for Alabama
- Log into Credit Master, Reports, All Reports, the report name is: AC_NSF_BY_SPECIFIED_STATE
- Save in Excel to: P:\ACCOUNTING CORPORATE\PERMANENT DOCUMENTATION\TRUST CREATED INFORMATION\Alabama Returned Items - Monthly Remittance
- Email to the Executive Assistant to the COO and the CFO

Converted Clients Report

- On the 1st day of the month you must run the Converted Clients Report for the purpose of month end.
- Log into Credit Master, Reports, All Reports, the report name is: CONVERTED_CLIENTS
- Double click on the report and print it in its entirety and keep for closing

Providing Fair Share Estimates for Large Creditors

- Every month we have to come up with the accrual for the Fair Share Revenue for 4 of our large creditors: Bank of America, Capital One, US Bank, and American Express

Month End Closing

- Reconcile all Balance Sheet Accounts.

Monthly Allocations and Reports

- Update allocation codes in Abila
- Run monthly allocations
- Run and Save the corresponding reports
- Send the reports to the appropriate Managers

Benefit Projection

- Each month send an email to BPM for the prior months actuals and projected benefits through December
- Create new projection spreadsheet
- Update new data, make changes, send to CFO for review
- Once reviewed copy changes into the Budget

Benefit Import

- Once all 4 benefit invoices are received for the month, send an email to BPM for the Benefit Import
- Once you receive the files update the import template and DEF file and import into Abila

Remitting 403B Loan Payments

- Log into ADP
- Along the top of the page, click on the tab labeled Reports. Then Custom Reporting
- A new window will pop up. Click on the Run tab at the top and All Complete Report Setups. This will take you to a page where you can select from a list of reports to run.
- Scroll down until you locate a report titled 403B Loan Payments. Click on this link.
- Enter the current pay date where indicated.
- Click Run Report at bottom of page.
- Once completed, locate the column labeled Output Format. Select the Excel Format and click Save. Save to My Documents, 403B Payments, Pay Date Loans.
- Log into One America ESponsor (**requires username and password**).
- On the Left Hand side, under Quick Links, Click on Loan Summary.
- Sort by Active Status and Print.
- Open the Saved Excel spreadsheet and enter the Loan ID's (with 2 place holding zero's) In column C – Check deduction Code. This is how One America applies the payments to the correct Loan so make sure payment amounts match the Loan ID number when entering on the spreadsheet.
- Log into EXACT software. (**requires username and password**).
- Along the top Click Tools, then Data Transmission.
- Click Download Only, Enter Password and Click Transmit.
- A Pop-Up will display, Click OK.
- Another Message will display when complete, Click OK, Close.
- Go to File, Import. Browse for the loan file that was previously saved.
- Click the drop down to populate the source.
- Click the drop down for Destination Table, Select Loans.
- Enter the TOTAL amount for Loans.
- Click Return, Continue. Enter the Import Specification as Loans, then Click Import. This will process the contributions, when complete click OK, then Yes if the totals match. This will give a Batch Number. Click OK.
- Close out of this screen and the next screen by using the Red X.
- When at the blank Grey Screen, Go to Tools, then Data Transmission.
- This will default to Contributions & Payments. Use the drop down arrow to pick the Batch Number. Enter Password and click Transmit. At the announcement pop-up hit OK.
- When complete verify the total is correct in the pop-up box. Click Yes. When Pop-Up indicates connection Closed, click OK, Close.
- Go To File, Contributions, Loan Report. Print by – Click Batch Number, enter batch number. Print 2 Copies.
- At the top of the report, verify the Transmission Date and Time. If this is blank the file was not transmitted and you need to call Exact to find out what happened.
- Keep 1 copy with the payroll file. Give the 2nd copy to the Staff Accountant to Post in Abila.
- Close out of Exact.

Running Active EE Report

- Log into ADP
- Along the top of the page, click on the link labeled Reports, Then Payroll Reports.
- Locate the area with a red heading called ADP Reporting, and click on the link called Run ADP Reporting.
- A new window will pop up with 7 selections. Click on the third selection, called Modify an Existing Report. This will take you to a page where you can select from a list of previously used reports to run.
 - The area labeled Display__Reports Per Page will default to “7”. Use the drop down arrow and change it to “All”.
 - Scroll down until you locate a report titled Active Employees. Click on this report to open it.
- Click Run Report.
- Locate the column labeled Output Format. Select the Excel format, and open the report.
- Click Save and Save the report to: P:\ACCOUNTING CORPORATE\PAYROLL\New Hires & Terms\Employee Activity-Annual
- Name the File “Month” 2013 Active.
- Compare to the Employee Master File

Running Monthly Termination Report

- Log into ADP
- Along the top of the page, click on the link labeled Reports, Then Payroll Reports.
- Locate the area with a red heading called ADP Reporting, and click on the link called Run ADP Reporting.
- A new window will pop up with 7 selections. Click on the third selection, called Modify an Existing Report. This will take you to a page where you can select from a list of previously used reports to run.
 - The area labeled Display__Reports Per Page will default to “7”. Use the drop down arrow and change it to “All”.
 - Scroll down until you locate a report titled Termination Report. Click on this report to open it.
 - Enter Starting Term date and Ending Term date.
- Click Run Report.
- Locate the column labeled Output Format. Select the Excel format, and open the report.
- Click Save and Save the report to: P:\ACCOUNTING CORPORATE\PAYROLL\New Hires & Terms\Employee Activity-Annual
- Name the File “Month” 2013 Terms.
- Compare to Term Log to make sure accurate.

Running Monthly New Hire Report

- Log into ADP
- Along the top of the page, click on the link labeled Reports, Then Payroll Reports.
- Locate the area with a red heading called ADP Reporting, and click on the link called Run ADP Reporting.
- A new window will pop up with 7 selections. Click on the third selection, called Modify an Existing Report. This will take you to a page where you can select from a list of previously used reports to run.
 - The area labeled Display__Reports Per Page will default to “7”. Use the drop down arrow and change it to “All”.
 - Scroll down until you locate a report titled New Hire Report. Click on this report to open it.

- Enter Starting Hire date and Ending Hire date.
- Enter Starting Rehire Date and Ending Rehire Date.
- Click Run Report.
- Locate the column labeled Output Format. Select the Excel format, and open the report.
- Click Save and Save the report to: P:\ACCOUNTING CORPORATE\PAYROLL\New Hires & Terms\Employee Activity-Annual
- Name the File "Month" 2013 New Hires.
- Compare to New Hire Log to make sure accurate.

Monthly Staffing Summary Report

- Open Summary Report located: P:\ACCOUNTING CORPORATE\PAYROLL\New Hires & Terms\Employee Activity-Annual
- Use the above Active, New Hire and Termination reports to complete this summary.
- Email to CFO, copy CEO, and COO.

MISCELLANEOUS TASKS

Compliance Reporting

- Throughout the year the Compliance Department will reach out for information required to file reports and forms. Assist where needed.

Maintenance of Vendors/Customers in Abila

- Setup vendor/customer numbers/address/GL Account # default. In Abila under Vendors/Maintenance. If a vendor is an independent contractor, you must change the vendor type to consulting and the 1099 type to independent contractor. The Staff Accountant should collect a W-9 from for all independent contractors. Once these are collected, the Tax ID #'s are to be entered under the purchase info tab.

Provide Support to Accounting Department Employees

- Assist with general questions
- Assist with client related issues
- Provide back-up for all Trust Related tasks
- Provide back-up to Staff Accountant
- Training and development for employees on a continual basis

Budget Updates

- Update DMP budget information
- Make any necessary adjustments into the main budget

Special Projects

- Assistance with special projects on an as needed basis

Conflict of Interest Policies and Certification

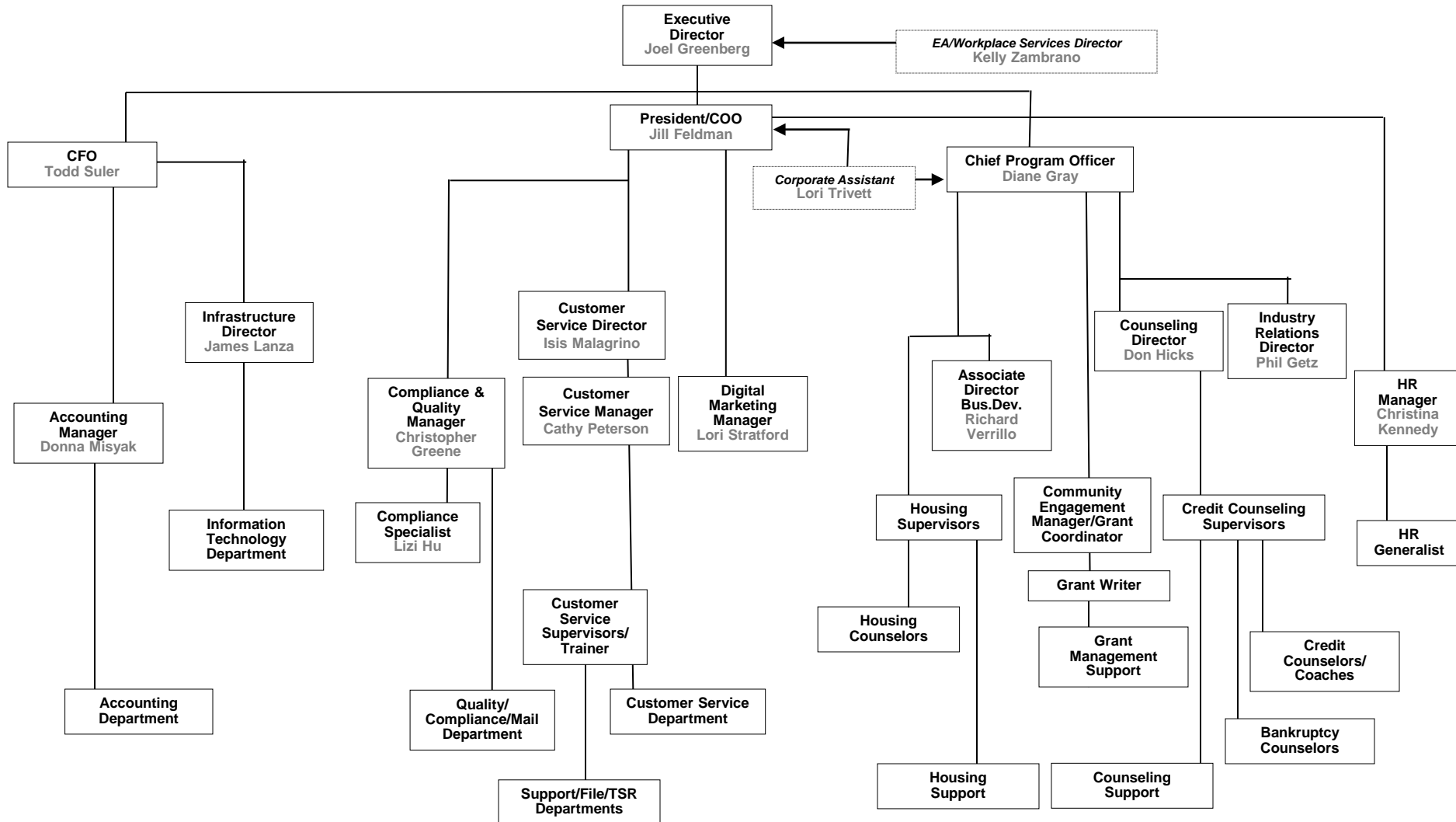
I, Diane Gray, certify that no officer, agent or employee of the Government of the State of California, HDC, or its Government Entities and instrumentalities, has a monetary interest in the Application or has participated in contract negotiations on behalf of the Government of the State of California or HDC; that the Application is made in good faith without fraud, collusion, or connection in any kind with any other Applicants; that the Applicant is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm, and that the Applicant has not been convicted or has plead guilty in a state or federal court or any other jurisdiction of the United States of America.

A handwritten signature in blue ink that reads "Diane Gray". The signature is written in a cursive style and is positioned above a solid horizontal line.

Diane Gray, Chief Program Officer

Date: 12/21/2021

Organizational Chart



Navicore Solutions

Direct Program Services			Year 1		Year 2		Year 3	
Staff	Position	Location	Percent of Time Dedicated to Program	Percent of time dedicated to other Programs	Percent of Time Dedicated to Program	Percent of time dedicated to other Programs	Percent of Time Dedicated to Program	Percent of time dedicated to other Programs
Tanya Tirado-Perales	Program Supervisor	San Diego, CA	15%	85%	10%	90%	10%	90%
Val Cordova-Galvin	Program Counselor	San Diego, CA	75%	25%	65%	35%	60%	40%
Robbin Roberts	Grant Analyst	Dallas, TX	15%	85%	10%	90%	10%	90%

Tanya M. Tirado-Perales
15 Sierra Way, Chula Vista, CA 91911

Experience

November 2019 -Current

Housing Supervisor

Navicore Solutions

San Diego, CA

- Handle all supervisory functions for all Housing Supervisors, including performance assessments.
- Manage the operations of the Housing Department.
- Handle interviewing and selecting Housing Counselors candidates and train help train them as needed
- Observe coaching sessions for developmental purposes.
- Prepare invoices for partner referral housing programs
- Preparing monthly reports on the performance of all housing related programs
- Attend team meetings and assist in conducting department meetings.
- Completing monthly performance reports for all housing staff and ensure standards and goals are being met.
- Help maintain and update department manuals to ensure the department is in compliance with internal and external requirements.
- Participate in site visits and audits, both on and off site.
- Serve as a point of contact for all partner related housing programs.
- Handle special projects as needed.
- Identify and address overall needs of the department.
- Other duties as assigned.

September 2018- October 2019

Housing Management Support Representative

- Queue Monitoring/Record Daily Outreach Calls from Post Mod Outbound Callers CMS Agent Group Report.4. Manage all MHA/Freddie Mac and Fannie Mae Wells Fargo Opt Out Files.
- Manage Post Mod Shared Touch Lists (used by Post Mod Outreach Reps).
- Manage Post Mod Excel Calendars (used by Post Mod Counselors)
- Archive Post Mod Shared Touch List and Post Mod Excel Calendars on a regular basis Manage and distribute all Post Mod Program Follow up reports to the Counselors on a weekly basis to keep within compliance deadlines.
- Housing Activity by Program – Generate daily report for Executive team.
- Generate daily, weekly and monthly CMS and Credit Master reports for Housing Supervisors encompassing all Housing programs.
- Help with maintaining controlled documents and client letters used by department accurate and up to date.
- Serve as back up for certain Housing Coach and Supervisory responsibilities.
- Assist with administration of specialized projects/programs as directed by Housing Director and Housing Program Manager.
- Assist with managing the Housing Department Queues as needed under the advisement of Management (program shutting down the queue as needed).
- Manage changes to Agent Groups in CMS.
-

August 2012 –August 2018

Housing Program Operations Specialist

Navicore Solutions

San Diego, CA

Assist the management department in all required tasks

- Retrieve and return client voicemails for several housing programs and create Action Items for repeat clients when necessary.
- Have been involved with Post Modification Program Outbound Calling Campaign since mid January being included with Inclusion files lists as well as taking incoming calls from both Spanish and English queues associated with this program.

- Connect clients with available counselors, schedule appointments, or refer them another agency when appropriate.
- Schedule phone appointments and assign these appointments to both Post Modification counselors as well as Housing Department Counselors.
- Communicate with clients whose e-mail addresses fail to confirm their email addresses so that we provide them with appropriate paperwork within required time frames.
- Serve as a back-up to the Office Support representative Help process mail, file documents, office supplies request, run errands, and coordinate appointment room scheduling for in-office appointments.
- Complete call log reports on a monthly basis to determine the outcome of all returned voicemail calls.

2002-2012

VMT Auto Sales

San Diego, CA

Office Manager/Credit Analyst

- Managed the day to day operations of the dealership including completing all client documents required for financing and vehicle registration.
- Management of accounts payables and receivables through Excel and other software.
- Maintained constant phone communication with consumer and financial institutions to ensure quickest and smoothest transaction in loan process.
- Analyzed credit reports and helped consumer repair credit delinquency accounts to maximize their financing options.
- Reviewed customers financial situation to make sure that car payment would be affordable and within their budget.

Education

1998-2000

Southwestern Community College

San Diego, CA

- Completed courses in Accounting, Taxes and Business Administration.

Skills

- Bilingual, speak and write English and Spanish fluently.
- Excellent customer service skills, reliable, honest, hardworking, flexible and quick learner.
- Able to multi-task and work in a fast-pace work environment
- Proficient with Microsoft Office Word, Excel, Outlook and Power Point.

Personal Information

Name: Valentín Córdova Galván

Date of Birth: June 3rd 1978

Address: 590 Cadman St., San Diego CA 92114

Cell Ph#: (619) 994 – 0273

Email: cordova.valentin@gmail.com

Executive Profile

Bachelor's Degree in Business Administration

DALE CARNEGIE – Leadership and Development courses

FORMA – Sales and Development training courses

CAPTA – Sales and Development training courses

Skill Highlights

Languages: Spanish 99%, English 99%

Microsoft Windows

CMS Avaya / Witness

Balanced Scorecard Methodology

Strengths: Organized, Dedicated, Flexibility, Proactive, Analytical, Strategic, Leadership, Communication, Integrity, Goal Oriented, Self Driven, Charismatic.

Core Accomplishments

Implementations:

Actively leading implementations for AT&T, AvisBudgetGroup, All Connect.

Accounts Managed:

AT&T, AvisBudgetGroup (Multi-Site), All Connect (Multi-Country), Telscape

Contract Negotiations :

AvisBudgetGroup (\$21 M. USD for 3 yrs), All Connect (\$30 M. USD for 3 yrs), Telscape

(\$2.6 M. USD for 2 yrs)

Leading contract negotiations for AvisBudgetGroup, All Connect and Telscape as well as leading the Sales Force on developing All Connect into a multi site/ multi country operation.

Education

Bachelor's Degree in Business Administration

1996 – 2001

University of Baja California (UABC)

Bilingual Credit Counselor Level 2

12/2009- San Diego, CA

- Provide financial counseling by upholding the standards of the counseling model to consumers in need.
- Heavy phone communication with consumers, client referrals and industry representatives.
- Phone queue management in accordance with department standards and as provided by supervisor feedback and instructions.
- Contributes constructively in job performance and toward company goals and objectives
- Operation of phone system codes and call access in accordance with the standards of the counseling department
- Meet counseling productivity and performance standards in the interest of assisting consumers as needed
- Conduct subsequent counseling assignments; follow up reporting and communication with clients in conjunction with the department practices, managing voicemail and email correspondence efficiently.
- Uphold management protocol and guidelines required to assist with inbound calls and assisting
- Basic office administrative functions: mailing out all necessary documentation; handling of visitors and vendors; notification to appropriate area when supplies are needed



HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

VALENTIN CORDOVA GALVAN
of
NAVICORE SOLUTIONS- SAN DIEGO, CA

for meeting the criteria for this certification.

his Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: August 13, 2020

Agency HCS ID: 84874

Housing Counselor ID: 2VKXIT

Jerrold H. Mayer, Director
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD

Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.

Robbin Roberts

Eastland, TX 76448

robbin_hoover@yahoo.com

+1 254 631 7132

Finance Manager with three years experience in non-profit work, 8 years experience in grant writing, 12 years supervising a small staff, and maintaining the upmost in confidentiality.

Authorized to work in the US for any employer

Work Experience

Grants Reporting Analyst

Navicore Solutions - Manalapan, NJ

November 2021 to Present

Create programs, methodologies, and files for analyzing and presenting data. Examine and audit data for discrepancies, correct errors, and reconcile data to ensure accuracy at various stages of reporting. Use and support database applications and analytical tools. Ongoing monitoring of reporting timeline for awarded grant funding and grant funded components to ensure readiness for Program activities. Assist Grant Coordinator in any data analysis required for grant submissions. Assist with responding to audits, examinations, and other document and reporting requests from funders. Maintain all HUD approved agency information on HUD's Housing Counseling System, complete HUD ARMS reporting and maintain Personnel Activity Reports to ensure compliance with HUD Program Guidelines.

Finance Manager

Eastland County Crisis Center, Inc. - Eastland, TX

January 2018 to October 2021

Under the supervision of the Executive Director, the Finance Manager provides financial support services for the organization, ensures compliance with financial reporting requirements, assists with grant writing, coordinates financial reporting and requests for reimbursement for multiple grants and contracts, and oversees facility operations. Meets monthly invoicing requirements for multiple grants. Completes financial reports for each grant and monthly board meetings. Creates and manages agency budget each year and does budget amendments as necessary.

CAC Program Director

Eastland County Crisis Center, Inc. - Eastland, TX

January 2013 to December 2017

The Program Director is responsible for CAC grant management duties, assisting with CAC financial records, maintaining statistical records, supervising assigned staff and program staff when the Executive Director is not present, and conducting forensic interviews. Writes grants for supporting funding for the children's advocacy center program. Sends invoices to appropriate grantors. Maintains a budget according to state and federal grant requirements.

Education

Legal Secretary

Executive Secretarial School - Dallas, TX

August 1991 to March 1993

High school diploma in General Studies

Mora High School - Moran, TX

September 1990 to May 1991

Skills

- Grant Writing
- Budgeting
- Financial Report Writing
- Financial Management
- Supervising experience
- Microsoft Word
- Microsoft Excel
- Strategic Planning
- Accounts Receivable
- Office Management
- Quickbooks (4 years)
- Account Reconciliation
- Accounts Payable
- Journal Entries
- Bank Reconciliation
- Interviewing

Richard Verrillo

223 Cherry Street Hammonton, NJ 08037
(732) 664-4876 • Richard.Verrillo@gmail.com

Experience

Navicore Solutions

Manalapan, NJ
April 2014- Present

Associate Director of Business Development

- Identify training gaps and needs for all housing staff
- Represent Navicore Solutions at various housing industry events and meetings
- Develop partnerships with key external stakeholders, such as government agencies, banks, mortgage servicers and fellow nonprofits

Housing Training Manager

May 2012- April 2014

- Designed all training curriculum for the Housing Department
- Delivered all new hire and on-going training for the Housing Department
- Developed and implemented new counseling models for our HECM, pre-purchase, post-modification and rental counseling programs
- Streamlined various department processes and procedures to increase productivity and improve counselor efficiency

Level III Certified Housing Counselor

April 2010- May 2012

- Provided default prevention, HECM, pre-purchase and financial counseling to nearly 2,000 clients
- Provided phone training to 15 new housing counselors
- Selected by my fellow team members to participate in the Housing Department focus group

Wells Fargo Financial

Wall, NJ
June 2009- April 2010

Credit Manager

- Worked with clients to identify best mortgage options for their needs
- Specialized in FHA mortgage origination
- Provided financial advice to clients to help meet their short- and long-term goals
- Trained new employees on the day-to-day processes and procedures

Professional Activities

Coalition of National Housing Counseling Intermediaries

July 2014 – March 2017

Co-Chair

- Work with HUD-approved nonprofit housing counseling agencies to advocate public policy and build programs to serve housing consumers
- Coordinate and moderate biweekly meetings and oversee subcommittee progress
- Represent the coalition at industry events and meetings

Education

Mount Saint Mary's University

Emmitsburg, MD
August 2005- May 2009

Bachelor of Science in Business

- Graduated magna cum laude

Lauren A. Lovett

454 Darby Lane
Bel Air, MD 21015
(732) 232-3694
LLovett0810@gmail.com

SUMMARY OF QUALIFICATIONS

- Five years' experience in grant writing
 - Over ten years serving nonprofit organizations
 - Exceptional ability to learn and adapt to new processes and applications quickly
 - Committed team player, with proven ability to meet and exceed goals and deadlines
 - Outstanding writing, communication and leadership skills
 - Competent and reliable professional, committed to top quality work
-

EDUCATION

B.A. in Psychology with Certificate in Gerontology. 2007
The Richard Stockton College of New Jersey, Pomona, NJ
M.P.A. - Non-profit Management - 2017
Kean University, Union, NJ

PROFESSIONAL EXPERIENCE

Navicore Solutions

Grant Manager

January 2019 - Present

- Research and prepare grant proposals for funding requests
- Collaborate with Department Managers to prepare comprehensive funding proposals for new company initiatives, assisting in the development of complex projects from concept to operational status
- Coordination of reporting and record keeping for all funded counseling program services
- Supervise and coordinate all responsibilities of Grant Management Team as it pertains to financial and compliance reporting for all federal, state, creditor and foundation funding
- Develop and maintain relationships with prospective and current funders

Grant Writer

May 2016- January 2019

- Research federal, state and foundation funding opportunities in support of the agency's service provision
- Compose letters of intent and funding proposals for organizational services and programs, including preparation of program budgets
- Monitor proposals and funding application requirements for the purpose of utilizing time and resources to maximize successful awarding of grant funds
- Assist with data analysis and financial reporting of federal, state and foundation awarded funding
- Contribute monthly blog articles to agency's website and social media accounts

Credit Counselor

August 2010 - May 2016

- Offered guidance to individuals and families experiencing financial hardships
- Explored each client's personal situation by actively listening, empathizing, and building rapport to ensure comprehension of his or her financial concerns and hardships
- Formulated and analyze a client's personalized budget
- Provided resources, referrals, and financial education that assist with each client's individual needs
- Counseled and motivated clients to move in the direction of making better financial decisions, improve credit ratings, and manage debt repayments

- Assisted management with the training process of new hires to ensure each employee follows the standard model of counseling for the organization



Organizational Chart

