

**Proposal For Professional Services
NEW YORK CITY HOUSING
DEVELOPMENT CORPORATION - NYCHDC
Homeless Housing Placements Evaluation
February 22, 2023**



Submitted To:
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Director of Process Improvement for
Housing Placements at HDC
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1. LETTER OF INTEREST

Via email: amerchant@nychdc.com
New York City Housing Development Corporation
Attn: Alex Merchant
Director of Process Improvement for Housing Placements at HDC
110 William St, New York, NY 10038

Dear Mr. Merchant,

DEVAL LLC (“DEVAL”) and its teaming partner ICF Incorporated (ICF); collectively the “DEVAL Team”, is pleased to provide its response to the New York City Housing Development Corporation’s (“NYCHD”) Request for Proposal (“RFP”) for New York Homeless Housing Placements Evaluation. The DEVAL Team is well positioned and eager to support the New York City government in addressing the city’s urgent need in identifying, relocating, and handling cases related to homelessness needs in the city. This pressing need has been characterized by the NYC Council as a crisis.¹ According to the Coalition for the Homeless, NYC is experiencing the highest levels of homelessness since the Great Depression.² It is estimated, that in December 2022, approximately 68,884 people, including over 21,000 children, were sleeping in city’s shelters.³ These number are approximately 35% higher than 10 years ago.⁴

DEVAL is proud to be considered by the NYCHD in its efforts to address challenges facing the City of New York and its residents arising out of the homeless placement needs. DEVAL truly believes that it can help the City of New York in working on finding solutions to this crisis by reviewing and providing solutions to existing housing placement processes. Staff on the DEVAL Team have over 100 years of combined experience addressing complex housing matters related to homelessness, housing affordability, review of program efficiency for clients such as: The US Department of Housing and Urban Development, The Atlanta Housing Authority, The Puerto Rico Department of Housing, the El Paso Housing Authority and the DC Government Housing.

Our strategic partner, ICF Incorporated LLC (ICF) is a top-tier multidisciplinary consulting firm with leading practices in both grant administration and homeless services. With more than 30 years of experience providing administrative, facilitation, and technical assistance and training on affordable housing and homelessness programs and 24 years of experience managing grants associated with catastrophic federally declared disasters, ICF is exceptionally well qualified to support the NYCHD with all tasks associated with this work.

Under this RFP, the DEVAL Team will support the Homeless Housing Placement Task Force in addressing the following objectives:

¹ <https://council.nyc.gov/data/homeless/>

² <https://www.coalitionforthehomeless.org/basic-facts-about-homelessness-new-york-city/>

³ Id.

⁴ Id.

- Within 90 days, deliver a process review including up to ten recommendations to dramatically reduce the time it takes to place DHS shelter residents into permanent housing financed or assisted by HPD and HDC.
- Help inform the creation of a messaging strategy and communication plan around the effort.
- Interview stakeholders within and outside government to evaluate each step and timeline of the placement process, including applicants, caseworkers, and building marketing agents.
- Identify how information is received, stored, and shared from one process step to the next, including IT systems or other formats (spreadsheets, paper logs, etc.).
- Identify areas of redundancy and opportunities for greater efficiency by looking at both the role of government and the external parties in the process.
- Outline and lay out detailed recommendations on needed changes in regulations, program design, technology, processing, and staffing models at the Federal, State, and City levels.

This proposal demonstrates how the DEVAL Team will support and coordinate the scope of work in order to accomplish the objectives of this RFP; will provide processes review and will make recommendations for the program in collaboration with HDC, HPB, the Department of Homeless Services, and the Human Resources Administration. The DEVAL Team brings a unique combination of skills and experience in both the public and private sectors, distinguished by the following factors:

- 100% available and vetted bilingual staff ready to start the engagement immediately.
- A group of nationally recognized housing professionals having managed over millions in federal housing funds and with years of experience directly related to the requirements and services under this RFP.
- Strong project management, process mapping and reporting and quality assurance capabilities in complex contracts with both the public and private sectors.
- Sound financial stability, no debt and a strong line of credit and available funds to support the project.
- Experience handling thousands of inquiries for HUD affecting temporary housing/homelessness.
- Strong facilitation, results-oriented project support, and problem-solving capabilities.
- Stellar performance record as demonstrated by past performances on Federal, state, and private sector contracts.
- Hands on experience working with public housing, section 8 voucher, CDBG voucher addressing housing displacement.

We are ready to help now and look forward to speaking with you in more detail to discuss our response. As the primary point of contact in this engagement, I can be reached at dgarcia@deval.us or via telephone at (703) 962-1890.

Sincerely,



Deborah Garcia Gratacos

CEO

2. PROJECT UNDERSTANDING AND APPROACH

Our assessment of the New York City Housing Development Corporation (NYCHDC) Homeless Housing Placement Evaluation includes identifying operational problem areas *and their underlying causes* and providing a report to NYCHDC which evaluates the current process, summarizes recommended remedies, and the further assistance necessary to correct the problems. The approach outlined in the proposal below is (a) comprehensive - it addresses all key elements of the Statement of Work; (b) logical and supportable - it is based on numerous similar studies that we have successfully performed and on our extensive homeless and housing placement projects technical expertise; and (c) integrated - we know how to identify, plan and accomplish the task based on our understanding of roles, relationships, requirements and challenges in developments of this type. Our approach in accomplishing the project goals is based on successful methodologies that we have employed on numerous occasions in the government and private sectors. In these instances, the following approaches have yielded the best results:

Staff at the right level. Central to our approach is the commitment to conduct all tasks in the project with appropriately qualified people. We assign experienced, capable, and respected people to do high-level analysis and solutions implementation, not just analysts and associates. For most of this assignment, we rely on team members who are experts in their professional and technical fields and who have demonstrated experience relevant to the task.

Setting goals and measuring progress toward them. Deliverables are defined based on desired client outcomes, generally including measurable operating, performance and productivity improvements, and management and work accomplishment programs.

- Adjusting a generic approach to the specific needs of the task – our initial activity will be the validation and refinement of client expectations (the Statement of Work). With NYCHDC’s permission, we would also seek to involve all Task Force members in refining the assignment; in this way we would better ensure that the ongoing concerns of both NYCHDC and its stakeholders are properly considered.
- This will be followed by preparation of a comprehensive and detailed draft management and work plan for accomplishing the objectives of the Statement of Work. We will begin this effort immediately following the receipt of a "Notice to Proceed" and will complete the management and work plan within 15 days. The work plan produced by the Team will address:
 - Task assignments by team member with detailed allocation of contract resources;
 - List of deliverables complete with interim milestones; and,
 - Detailed schedule of activities.

The remainder of this section presents our proposed work plan, methodology and approach for accomplishing the objectives. We believe that the depth of detail, logic and rationale that support this plan will provide solid evidence and a high degree of confidence that the DEVAL/ICF Team can accomplish the objectives.

MANAGEMENT PLANNING

The key to a successful outcome is a good plan, well executed. DEVAL/ICF team is committed to a management approach that is structured enough to provide a framework for assignments, while flexible enough to adapt to the deeper understanding of the work that builds as the task proceeds. Our plans are

dynamic and are enhanced as issues arise that force reevaluation. Effective work plan development starts with a definition of success and works backwards to identify the steps that lead there. The approach will vary depending on the complexity of the assignment; larger assignments would benefit from the steps outlined below:

A kick-off meeting (in person or by phone) with the client, principal-in-charge (PIC), project manager (PM) and practice area leader (PAL), as appropriate. This meeting ensures complete alignment between the team's management and the client. Consultation with stakeholders will be discussed to understand their expectations and desired outcomes.

A Team planning meeting, refining the scope of work, and identifying obstacles and opportunities. This meeting is focused on defining the mechanics of the assignment, to ensure the goal is achieved. As a result of this meeting, and based on client consultation and stakeholder feedback, the team is able to define the deliverable in detail and to identify and assign all necessary, intermediate steps. With this information, the PM and PAL team members will:

- Prepare the project work plan and specify the deliverables.
- Refine time estimates and identify critical dependencies; assess team resources and assign tasks accordingly.
- Set-up each task, to allow for tracking of hours against budget and tasks against timeline, and to facilitate reporting to the client.
- Prepare written task assignments for the project team members, whether subcontractors, or staff, specifying their role in the project, their hours, period of performance and deliverables.
- Initiate the plan through a conference call or meeting with all participating team members.

The team expects that smaller task orders will not necessitate this intensive management approach. Similarly, less intensive management may be required as we develop and refine our working relationships, both between the Team and client, as well as among team members.

IMPLEMENTATION AND QUALITY CONTROL

A structured, collaborative implementation of the work plan will promote its success. The likelihood of success is related to the degree to which the team members have contributed their valuable expertise to the design of the project, and the degree to which everyone understands their roles and responsibilities. The implementation will include:

- Meetings with all participating team members (Task Force), facilitating coordination of activities and information sharing to ensure the full knowledge of the team is applied to the assignment.
- Weekly analysis of plan progress by the PM and PAL, if appropriate to the scope of work.
- Review by the PM and PAL of products and deliverables to ensure quality; adjustments to assignments or team members to resolve problems and revisions to plan, if merited.
- Distribution of project evaluation form at training sessions and at end of T/A engagements to obtain feedback on process; review of these evaluations with project staff, subcontractors, and consultants to inform future engagements.

3. TEAM DESCRIPTION/KEY PERSONNEL

Please find next the resumes for the Key Staff on this engagement.



Deborah García-Gratacós

CEO

Experience Overview

Deborah García-Gratacós is a licensed attorney with a professional and educational background in real estate and finance. As owner of one of the largest Hispanic woman non-bank loan servicer in the nation, one of DEVAL's primary focuses is advocating for underserved minority communities. Ms. García-Gratacós unique expertise in the financial, affordable housing, and management consulting area has resulted in over \$500 Million in federal and state contracts. This expertise has been utilized by private and public sector clients to address some of the country's largest challenges. Among these are financial and housing crisis; bank receiverships, disposition of bank and government owned real estate, implementing strategies to increase wealth through homeownership and reducing fraud and abuse by assisting federal agencies in establishing internal controls.

Highlights

- Managed HUD Information and Resource center working with over 3,000 Housing Authorities on federal and state housing matters
- Stood up and ran VA Rent Relief program assisting over 110,000 families in need of rental assistance to avoid homelessness. Program was recognized as one of the best in the nation
- Experienced in making complex policy decisions that impact thousands of people.

Education

- Juris Doctor from the University of Florida Levin College of Law, a Master in Business Administration from the University of Florida Warrington College of Business, and a combined Bachelors of Arts Degree in Public Administration and Criminal Justice from the University of Central Florida.

Professional Organizations & Affiliations/Awards

- Certified Loan Advanced Underwriter by the Mortgage Bankers Association.
- 2021 Women in Housing Award Recipient for 5 Star.

PROJECT EXPERIENCE

DEVAL LLC-, 2003-Present

- Ms. Garcia has over 20 years of relevant professional experience managing large federal and state contracts in affordable housing.
- Assisted HUD's under the Public and Indian Housing Information Resource Center in meeting their disaster relief effort goals and assist hurricane Katrina, Ike and other disaster victims secure both temporary and ultimately permanent housing.
- Helped Public Housing Agencies update its policies and procedures and incorporate the new/revised HUD policies issued for housing programs such as the Disaster Voucher Program (DVP), the Katrina Disaster Housing Assistance Program (KDHP) and other Disaster Housing Assistance Program (DHAP). The DVP provided temporary rental assistance for certain HUD-assisted and special needs/homeless families displaced as a result of disasters. The KDHP provided rent subsidy assistance, security deposit assistance, utility deposit assistance, and housing search assistance for victims of Hurricane Katrina.
- Made recommendations to disaster victims through education about public housing and Section 8 Voucher processes. Assisted disaster victims by providing the names of participating public housing authorities; answered hundreds of letters relating to disaster issues; made referrals to the HUD and FEMA disaster phone number and worked with disaster families by assisting with the creation of housing plans for disaster victims in need of guidance.
- Restructured over 3,000 multifamily assets, with over 750,000 units, nationwide and in Puerto Rico for the US Department of Housing and Urban Development (HUD)'s Office of Affordable Housing Preservation.
- Serviced a portfolio of 725,000 loans valued at over \$230 Billion for HUD.

- Served as an FDIC Receivership Assistance contractor working providing services for the three large bank closings that occurred in the Commonwealth of Puerto Rico.

[U.S. Department of Housing and Urban Development \(HUD\) - Office of Indian Housing – Information Resource Center](#)

Project Manager. Ms. Garcia-Gratacos as the prime contractor to HUD, served as a clearinghouse to provide information to Public Housing Agencies (PHAs), Office of Native American Programs (ONAP), Tribally Designated Housing Entities (TDHEs), Home Ownership Voucher Program, Section 8 public and voucher program, public and Indian housing residents/resident entities, Early CHOICE planning, HUD staff, and members of the public on various aspects of the public, Indian and assisted housing programs. DEVAL also assists in or develop training materials, conduct training, conduct analyses and research, develop draft policy papers and provide technical assistance with appropriate support materials as well as more general materials that provide information about the operation and management of public and assisted housing in the context of PIH's programs.

Our team provides support (including logistical and training support as well as the provision of materials) for PIH conferences, workshops, industry group meetings, co-sponsored or partnered events including videoconferences and webcasts (audio/visual). DEVAL provides support for the Grants Management Center (GMC) for PIH for grant files storage, administration and disposition of all program areas including support on Notice of Funds Availability (NOFA) submissions.

[Virginia Department of Housing – Rent and Mortgage Relief Program](#)

Project Director. Ms. Garcia-Gratacos served as Project Director for this engagement and was responsible for managing the staff, responding to client inquiries, handling escalated matters, ensuring contract remains on schedule and within budget, developing Standard Operating Procedures and training manuals in support of the Rent and Mortgage Relief Program. Under this engagement, DEVAL is responsible for the intake, interaction with applicants, processing, approval, and submission of relief requests for all the Rent and Mortgage Relief Program applications submitted by residents who live in the Commonwealth of Virginia. DEVAL had a state of the art call center operation with over 200 call center agents who handled over 29,000 inbound calls and made over 9,000 outbound calls on a weekly basis. Further, DEVAL received, processed, and managed over 110,000 Rent and Mortgage Relief Program applications. The program was recognized as one of the best rent and mortgage relief programs in the nation, having assisted thousands of families from potential losing their homes.

[Housing Authority of El Paso- Technical Assistance and Project Based Housing Review](#)

Project Manager . The Housing Authority of the City of El Paso (HACEP) is a public housing authority that provides decent, safe and sanitary as well as affordable housing for assisted families living at or below 80 percent of area median income. Currently, HACEP provides 6,039 public housing units in eight (8) Asset Management Project sites, 495 units in New Construction, 496 tax credit units, 438 non-subsidized units, and 5,322 Section 8 Housing Choice Vouchers (rental assistance to private owners). Over the past 75 years, HACEP has become the largest housing authority in Texas and is the 14th largest housing authority in the United States. DEVAL was contracted to review efficiencies of process relating to project based properties for the client's portfolio.

[Puerto Rico -CDBG DR Technical Assistance](#)

Project Manager. DEVAL assists the Puerto Rico Department of Housing (PRDOH) in providing expert Technical Assistance for the management of the recently awarded Community Development Block Grant Disaster Recovery (CDBG-DR) federal grants. After the passing of Hurricanes Irma and Maria, Puerto Rico was awarded two CDBG-DR grants, one totaling \$1.5 Million and a subsequent grant of \$8.22 Billion to address the significant unmet needs for long-term recovery including affordable housing solutions and potential housing

displacements. As part of the CDBG-DR grant allocations, HUD appointed a team of Technical Assistance Contractors to provide guidance on the numerous CDBG-DR requirements that PRDOH had to meet in order to manage the allocated funds. In this capacity, DEVAL served as a member of the Technical Assistance Team and provided expert services in the areas of:

- Program Development in the areas of Housing, Planning, Economic Development, and Infrastructure.
- Technical assistance and guidance in the HUD requirements for the CDBG-Disaster Recover Grant rules and regulations.

[Atlanta Housing Authority](#)

Project Manager. Under this engagement, Ms. Garcia provided support services in the areas of HUD Programmatic Services, including reformulating the Subsidy Arrangement in AHA Mixed Income/Mixed Finance Communities, Transforming Housing Choice Voucher Program (HCVP) to Align with Private Sector Best Practices, Determining the Major Risks related to the Section 8 Voucher Program, and General Services – Consulting/advisory.

[U.S. Department of Housing and Urban Development \(HUD\) – Office of Multifamily Housing Programs; Multifamily Asset Management Use Agreement Compliance Reviews](#)

Ms. Garcia-Gratacos serves as Project Director on this engagement, where DEVAL assists the U.S. Department of Housing and Urban Development's (HUD) Office of Multifamily Housing Programs in conducting compliance monitoring reviews of properties where the only business agreement in effect between the owner and HUD is a Use Agreement (UA). To date, DEVAL has completed over 465 compliance reviews nationwide.

Under this engagement, DEVAL completes analysis of rents used by sites that were involved in the Mark Up to Market conversions. These Use Agreements have basic requirements that include staff analyzing the methodology that owners used during their rent comparability studies that support their rent increase requests. DEVAL often reviews the rent comparability studies that owner submits to HUD when required, or rent comparability studies submitted to other designated officials and financial institutions. Many of the FHA Use Agreement sites continue to use project based rental assistance which requires DEVAL to complete an analysis of the Section 8 property, inspecting the Section 8 property and its surrounding neighborhoods, assessing the property's condition, appeal and other characteristics in order to complete the Use Agreement requirements. These properties have included senior and assisted living sites and the services that they provide, while determining what the Use Agreement required them to provide and who provides the service.

[U.S. Department of Housing and Urban Development \(HUD\) – Office of Multifamily Housing Programs; Low-Income Housing Tax Credit Trainings](#)

Ms. Garcia-Gratacos served as Project Director on this engagement, where DEVAL produced and delivered Low Income Housing Tax Credit Course that included resources and references within the produced training materials, case studies, and project examples to further the education of 255 Multifamily Housing employees and lenders and transfer critical program knowledge. Each module correlated with the training need and shared a commonality of approach while creating a total training package. DEVAL provided a detailed course agenda that ensured the correct time allocation for each required topic. The DEVAL Team provided eight training sessions each composed of no less than a total of twelve hours, spread over one and half days for Atlanta, Baltimore, Boston, Chicago, Dallas/Fort Worth, Denver, San Francisco and Washington, D.C. DEVAL successfully met all training requirements meeting HUD deadlines.

Office of Affordable Housing Preservation (OAHP) AKA Office of Multifamily Housing Assistance Restructuring (OMHAR)

Ms. Garcia Gratacos, as the Project Director, worked as financial advisor in delivering nationwide technical assistance to federal clients for a portfolio of over 3,000 Section 8 subsidized assets nationwide. Worked with HUD's Office of General Counsel in determining the eligibility of HUD insured multifamily assets into the (Mark to Market) commercial loan-restructuring program under the Multifamily Assisted Housing Reform and Affordability Act of 1997. Worked with underwriters, State Housing Finance Authorities and owners of multifamily assets in the US and in Puerto Rico on developing a settlement plan for properties based on the review of mortgage loan and bond documents. Advised HUD on property owners and bondholder's legal interest and assisted in the negotiation of contractual terms regarding bond redemption premiums and mortgage note prepayment provision prior to settlement. Addressed issues regarding tax exempt and non-tax-exempt bonds; defeasance; transaction costs and other costs associated with the restructuring and redemption of bonds.

U.S. Department of Housing and Urban Development (HUD) – Public and Indian Housing; Review of Cost Assessment

The Project Director managed the team of reviewers working on the independent cost assessments submitted by Public Housing Authorities under Section 990.245(c) and 990.245(e) of the final rule, and helped make a formal recommendation to HUD as to whether they should grant the appeal. The recommendations made were prepared by a professional assessor and reviewed by a designee as recognized by the Appraisal Institute. The Project Director also worked on establishing the methodology of this appeal process and included recommendations on how to improve the appeal process and submission guideline given to PHAs.

U.S. Department of Agriculture – Rural Development

The Project Director serves on a team of financial advisors that support USDA's Rural Development portfolio in the implementation of its Multifamily Housing Revitalization and Voucher Demonstration Programs. Statement of Work includes reviewing summary of completed deals under FY 2007; developing a protocol for reviewing asset information and file preparation; review underwriting samples for FY 2007 demo deals; assist in developing a protocol for pre- and post-closing activities.



Amanda Ohman
Senior Disaster Recovery Policy Manager

EXPERIENCE OVERVIEW

Ms. Ohman is a policy, program, and project manager with over 20 years of direct experience with housing and community organizations, including state and local governments. Early in her life she provided social services to unhoused individuals and families through The Salvation Army. She leveraged that experience in creating policies and programs in her government service to address issues that cause barriers to housing and retaining housing.

Her recent experience includes overseeing the development of rental assistance programs for households impacted by disasters in Oregon and New Jersey. Additionally, her team created a Notice of Funding Opportunity and program policies for housing counseling that included connecting survivors to support services.

She has experience in business process improvement cycles such as Value Stream Mapping and Plan-do-check-act. During her time at the California Housing and Community Development she streamlined the process of reconciling several hundred contracts conducting worth millions of dollars from multiple years and was one of the leads for a new grant management system and case management system.

PROJECT EXPERIENCE

ICF, 2022-Present

Senior Disaster Recovery Policy Manager. Ms. Ohman supports states receiving CDBG-DR funding from the Department of Housing and Urban Development (HUD). She provides coordination, research, and development of the CDBG-DR Action Plan, development of policy and procedures, capacity assessments, and program implementation.

Projects: Iowa CDBG-DR Action Plan, Oregon DR state program and CDBG-DR Interim Housing Assistance, Michigan CDBG-DR Action Plan and program development for multifamily housing, New Jersey CDBG-DR program policies for Housing Counseling and Tenant-Based Rental Assistance

Witt O'Brien's, 2021

Senior Program Manager, Consultant. Ms. Ohman provided consulting services for state and local governments that received CARES Act Funds, Homeowner Assistance Funds (HAF), and American Rescue Plan Act (ARPA) dollars, in planning, establishing policies, implementing program, and monitoring and compliance.

Projects: Kansas HAF plan, Kansas ARPA SLFRF Frontline Workers program, Jefferson County, Alabama LFRF ARPA grant management and implementation of programs

Highlights

- Managed \$10 million in HUD Continuum of Care and supported the implementation of Coordinated Entry
- Stood up a team to manage \$1.3b in grants from the U.S. Department of Housing and Urban Development for Disaster Recovery and Mitigation
- Experienced in making complex policy decisions that impact thousands of people.

Education

- BS, Arts and Letters, Portland State University, 2010

Professional Organizations & Affiliations/Awards

- Member, National Grants Management Association, Since 2021
- CA Housing and Community Development Director's Award, Grants Management System Procurement, 2019

Ms. Ohman brings over 2 decades of experience leading teams to plan, implement, and carry out programs that benefit local communities.

California Department of Housing and Community Development (HCD), 2019–2021

Staff Services Manager II (CDBG-DR and CDBG-MIT Section Chief). Ms. Ohman oversaw the management of CDBG-DR/-MIT and National Disaster Competition (NDR) funds from the U.S. Department of Housing and Urban Development (HUD) programs and grants, guided large program teams, managed a billion-dollar budget, and led program monitoring, reporting, and improvements.

Ms. Ohman was responsible for the development, testing, and launch of all deliverables. She developed project roadmaps with timelines and deadlines, determined needed resources, and directed development, quality, and deployment teams while interfacing with community stakeholders.

Ms. Ohman contributed, reviewed, and approved of Action Plans for federal allocations, completed Federal Register financial and capacity certifications, supported policy meetings to provide understanding of HUD programs, and finalized comprehensive needs assessments, future program requirements, and spending plans. The plans she worked on were consistently praised for their quality and continually received approvals from HUD.

HCD, 2016–2019

Staff Services Manager I. Ms. Ohman implemented projects, programs, and monitoring activities for HUD grants. She closed out a HUD Disaster Recovery grant and responded to HUD requests for backup documentation. She was a SME for HUD's Integrated Disbursement and Information System (IDIS) and Disaster Recovery Grant Reporting System (DRGR). She served as a homelessness specialist while overseeing a team of HCD representatives. Additionally, she supported CDBG, ESG and HOME programs as a specialist in policy and planning.

Sacramento Steps Forward, 2016

HUD Programs Director. Ms. Ohman managed the HUD team within the continuum of care responsible for housing placements. She worked with 15 partners to develop policies and procedures for grant activities and implementation and ensured grant compliance, timely provider expense reimbursement, and regular project monitoring. Provided guidance for the leveraging of HMIS for the implementation of coordinated entry.

California Secretary of State, 2013–2016

Special Filings Technician. Ms. Ohman was accountable for over 35 filings and statutory references. She researched, reviewed, and analyzed applications and submitted documents for federal and state compliance.

Sacramento Steps Forward, 2013

Grants and Compliance Director. Ms. Ohman managed the HUD grant lifecycle for the Sacramento continuum of care lead agency. She guided online applications, database management, and monitoring and distribution of over \$10 million in HUD grants across 27 activities. She established and maintained effective working relationships with over 15 service agencies, provided grantee training to ensure compliance with HUD regulatory requirements, and addressed escalated issues and questions with the Deputy Director.

Washington County, OR Office of Community Development, 2012

HUD Grants Technician. Ms. Ohman financially managed, monitored, and distributed \$7M in federal grants for public services, infrastructure, public facilities, and HOME projects applying HUD regulations and through IDIS and DRGR.

4. EXAMPLE CASES

4.1 DEVAL - RELEVANT PAST PERFORMANCE: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)



OFFICE OF PUBLIC AND INDIAN HOUSING (PIH) INFORMATION AND RESOURCE CENTER

DEVAL, as the prime contractor to HUD, served as a clearinghouse to provide information to Public Housing Agencies (PHAs), Office of Native American Programs (ONAP), Tribally Designated Housing Entities (TDHEs), Home Ownership Voucher Program, Section 8 public and voucher program, public and Indian housing residents/resident entities, Early CHOICE planning, HUD staff, and members of the public on various aspects of the public, Indian and assisted housing programs. DEVAL also assists in or develop training materials, conduct training, conduct analyses and research, develop draft policy papers, and provide technical assistance with appropriate support materials as well as more general materials that provide information about the operation and management of public and assisted housing in the context of PIH's programs.

Assisted HUD's under the Public and Indian Housing Information Resource Center in meeting their disaster relief effort goals and assist hurricane Katrina, Ike and other disaster victims secure both temporary and ultimately permanent housing.

Our team provides support (including logistical and training support as well as the provision of materials) for PIH conferences, workshops, industry group meetings, co-sponsored or partnered events including videoconferences and webcasts (audio/visual). DEVAL provides support for the Grants Management Center (GMC) for PIH for grant files storage, administration and disposition of all program areas including support on Notice of Funds Availability (NOFA) submissions.

4.2 DEVAL - RELEVANT PAST PERFORMANCE: RMS McGLADREY FOR THE ATLANTA HOUSING AUTHORITY



PROFESSIONAL FINANCIAL CONSULTING AND ADVISORY SERVICES

Under this engagement, DEVAL worked as a subcontractor to RMS McGladrey. DEVAL provided technical support and advisory services in the areas of HUD Programmatic Services, including reformulating the Subsidy Arrangement in AHA Mixed Income/Mixed Finance Communities, Transforming Housing Choice Voucher Program (HCVP) to Align with Private Sector Best Practices, Determining the Major Risks related to the Section 8 Voucher Program, and General Services – Consulting/advisory.

4.3 DEVAL - RELEVANT PAST PERFORMANCE: HOUSING AUTHORITY CITY OF EL PASO (HACEP)



**Housing Authority
of the City of El Paso**

REVIEW AND TECHNICAL ASSISTANCE OF PROJECT BASED MONITORING

DEVAL was contracted by the HACEP to complete multi-family compliance auditing and management reviews specific to Low Income Housing Tax Credit (LIHTC) and Project Based Rental Assistance (PBRA) programs. DEVAL also assisted the HACEP and its affiliates in determining whether the property management staff had received proper training to provide reasonable assurance that it is managing tax credit programs in compliance with applicable laws, regulations, restrictive covenants, and extended use agreements.

Our assessment of the multifamily projects included reviewing the projects compliance with HUD Section 42 LIHTC program regulations and guidelines and the monitoring of Section 8 Project Based Rental Assistance for compliance with HUD Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs, while ensuring compliance with applicable federal and state policies/regulations and the proper and timely reporting to the designated agencies. DEVAL was also responsible for specific tasks including general compliance consulting and technical assistance (TA), as needed; programmatic training and TA for both LIHTC and Section 8 Project Based Rental Assistance; LIHTC Reporting/Consulting to include compiling and reviewing reports and advising in accordance with program requirements; new move-in file review and on-going monitoring of existing tenant compliance; re-certification, Interim file review, or on-going monitoring; file audit preparation and response consulting, as required by third-party audit, and as needed by staff; on-site internal audits of leasing, occupancy, file maintenance and property maintenance ; physical inspection preparation and response to LIHTC Program required third-party physical inspections, to include HUD required inspections under the Section 8 PBRA Program and LIHTC Units reviewing, at minimum, the following aspects in each file prior to move-in and recertification based on federal program regulations:

- i. Appropriate rent and income limits for set-aside indicated in each file,
- ii. Appropriate utility allowances as long as owner provides current documentation and updates,
- iii. All household members identified and defined,
- iv. Third-party verification forms identified by application,

v. Appropriate self-certification identified as necessary in the file.

DEVAL completed compliance services including tracking and conformity with: LURA, Extended Use Agreement, Regulatory agreements, and loan documents review to confirm correct Set-Aside; Rent Limits; Income Limits; Utility Allowances; Tax Credit Applications; Income and Asset Verifications; Annual Recertification; Review Apartment Lease for correct Lease Terms; Provide Monthly compliance tracking; status report for the property outlining status of the assigned file reviews noting issues and outstanding follow up items; All other property specific compliance terms set forth by state housing agency; Monthly/Quarterly/Annual Reporting to state housing agencies; Miscellaneous "LIHTC Compliance" related issues.

After our review of the project, we provided a report to HACEP which summarized the findings, and the further assistance necessary to correct the problems. Additionally, we provided technical assistance and training on as needed basis; having done so for clients such as HUD, Clearwater Housing Authority, and the Housing Authority of Puerto Rico.

4.4 DEVAL - RELEVANT PAST PERFORMANCE: VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)



VIRGINIA RENT AND MORTGAGE RELIEF PROGRAM (RRP)

The Virginia Rent (and Mortgage) Relief Program (RRP-RMRP) was designed to support and ensure housing stability across the commonwealth during the coronavirus pandemic.

DEVAL LLC was engaged by the Commonwealth of Virginia to support the Rent and Mortgage Relief Program (RMRP) funded by the Emergency Relief Act (ERA) as a result of the COVID-19 impact. DEVAL managed the Commonwealth RMRP Support Center taking online rental and mortgage assistance applications from residents of the Commonwealth; managing a statewide call center operation, processing, and collecting application documentation, conducting program eligibility determinations, and making grant (funding request) for applications approved. After all mortgage funds were exhausted, the program focused its efforts on grant issuance for rental assistance applications.

DEVAL developed an online software solution that was customizable for the Commonwealth's program, with a total number of 398 staff to support, customer service (phone and email), processing of applications, accounting, reconciliations, payment processing, outbound call center, enhanced due diligence (fraud) project management, and audit.

During the term of the contract, DEVAL processed 110,000 applications and approved approximately 60,000 for a total dollar amount of \$365,967,007.04.

**4.5 ICF - RELEVANT PAST PERFORMANCE:
CALIFORNIA DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT (HCD)**



California Department of
**Housing and Community
Development**

**EMERGENCY SOLUTIONS GRANT - CORONAVIRUS RELIEF CONSULTING AND STAFFING
SERVICES**

ICF is providing the State of California consulting, program management, grants management, and staffing support services for their Emergency Solutions Grant – Coronavirus Relief (ESG-CV) funds, serving 49 of the State's ESG-CV subrecipients with capacity building. The ICF Team is helping HCD leverage this funding to meet the objectives laid out in the Action Plan for Preventing and Ending Homelessness in California: strengthen homeless response systems; equitably address the health, safety, and service needs of unsheltered people; expand local community capacity to provide safe and effective shelter and interim housing; expand equitable access to permanent housing; and prevent homelessness whenever possible. This funding source also required the State to distribute funding to Tribal nations, which is a model that is not typical of ESG funding. ICF supported the inclusion of Tribal Nations into the State's funding streams to address the needs of underserved, unhoused Tribal members.

Key Project Outcomes:

- Communication strategy designed to position people to successfully move quickly through housing and homelessness supportive services, tailored to meet individual needs, and the needs exacerbated by COVID-19.
- Developed a new Tribal affiliation data element to track needs and services provided for the first time.

Developed new information collection forms, processes, and tracking tools to improve data accuracy and allow for transparent decision-making.

4.6 ICF - RELEVANT PAST PERFORMANCE: OREGON HOUSING AND COMMUNITY SERVICES



HOMELESSNESS AND RACIAL DISPARITY TASK FORCE FACILITATOR

ICF’s nationwide experience leading large-scale engagements focused on data, advising on equitable solutions, and addressing racial disparities prompted the State of Oregon to select ICF to facilitated and lead the research in support of the [State’s Task Force on Homelessness and Racial Disparities](#), starting in 2021. ICF is guiding the appointed 19-member task force members in meeting the legislative requirements in House Bill 2100 to recommend solutions for advancing equity through funding, contracting, procurement, and inclusive decision-making strategies for individuals experiencing homelessness and housing instability. ICF leveraged Stella P data for the State of Oregon as part of a comprehensive analysis grounded in the need to understand racial disparities across the state and how those disparities appear in different or similar ways between and among different CoCs. ICF analyzed each of Oregon’s eight CoCs and provided key highlights and questions for each CoC to further probe their data and bring in qualitative information and local context to understand the disparities and how to make changes to address them.

Key Project Outcomes:

- Conducted qualitative and quantitative analysis to inform Task Force members about racial/ethnic disparities in Oregon
- Designed, developed and submitted the task force’s [Report on Findings and Recommendations to the Oregon Legislative Assembly](#)
- Created a public facing data dashboard via Tableau for task force members, CoCs, and other stakeholder to accompany statewide analysis

Governor Kate Brown issued Executive Order 22-21 on 10/7/22, establishing the creation of the Oregon interagency Council on Homelessness – a direct result of the work of the Task Force and recommendations submitted to the Legislative Assembly

4.7 ICF - RELEVANT PAST PERFORMANCE: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)



HMIS TRAINING AND TECHNICAL ASSISTANCE (TTA), AND CAPACITY BUILDING

ICF helps HUD develop capacity building project plans, delivers training and project management support, and provides intensive TTA to CoC and HMIS data leadership across 20 urban and rural jurisdictions. ICF currently supports California’s Business, Consumer Services and Housing Agency on its homeless data integration system (HDIS), establishing data governance policies and procedures, supporting technical and functional development of the HDIS data integration environment, and working with 45 CoCs to clarify data sharing policies while supporting local participation in the statewide data information system. In 2020, ICF provided TTA and capacity building to 17 CoCs that were awarded grants under the HMIS Capacity Building NOFA.

Key Project Outcomes:

- Recommendations to CoCs on how to improve their ability to manage their HMIS.
- Recommendations to CoCs on how to improve their methods of collecting, reporting, and using accurate and valid data.

Recommendations to CoCs on how to standardize data collection for HUD

4.8 ICF - RELEVANT PAST PERFORMANCE: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)



HEARTH TTA AND CAPACITY BUILDING

ICF provides TTA and capacity building to 75+ CoCs throughout the U.S., both urban and rural, to develop and implement successful homelessness response systems. ICF is providing comprehensive HMIS support including an analysis of decision-making processes, structures for HMIS Lead oversight and monitoring, revising and updating HMIS privacy governance, and reviewing available data and analyzing performance disaggregated by race and ethnicity.

Key Project Outcomes:

- Co-led the Large Cities Unsheltered Initiative intensive capacity building TTA, including system needs analysis and project modeling to support large cities (Chicago, Los Angeles, Oakland) in reducing unsheltered homelessness.
- Provided on-site and remote CES TTA to 10 CoCs across the country, including cities and rural Balance of State CoCs to help plan, design, implement, and improve Coordinated Entry System (CES) processes.

Provides coaching and TTA to 6 of the 8 participating communities (Austin, TX, Oakland, CA, Tacoma, WA, Nashville, TN, Charlottesville, VA, Chicago, IL) in the Racial Equity Demonstration Project, applying a data-centered racial equity framework to implement rapid system improvement processes resulting in the equitable redesign of core CES elements.

4.9 ICF - RELEVANT PAST PERFORMANCE: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)



ESG POLICY ASK A QUESTION (AAQ) DESK

ICF provides ICF manages the ESG Policy AAQ help desk, provide responses to technical and policy questions or issues raised by HUD customers related to ESG and ESG-CV. Established process to respond to COVID-19 pandemic-related questions, ESG-CV Notice and Mega Waivers. ICF's ESG Policy AAQ team leverages subject matter expertise on a range of ESG Program requirements including, but not limited to, grant administration, eligible costs and eligible activities for Street Outreach, Emergency Shelter, Homelessness Prevention, Rapid Rehousing, and HMIS, ESG match requirements, and implementing low-barrier shelter.

Key Project Outcome:

Led the drafting or review of responses provided to more than 2,124 customers, of which 1,186 were ESG-CV related policy questions.

5. PROJECT PLAN: ROADMAP OF DELIVERABLES AND CLIENT REVIEW

Utilizing the extensive experience of our Team, we have developed a proven project plan specifically designed to successfully address the requirements of the NYCHDC Homeless Housing Placements Evaluation Process.

Below we provide a description of the tasks and its pertinent components:



5.1 Task 1: Data Collection & Review



Task Completion Schedule: Day 1 - Day 20

In this stage we will develop a data baseline for the entire limited on-site Homeless Housing Placement project assessment. Information related to the application, analyze existing processes, understand client experiences, existing resources and how information is currently presented. In order to perform this limited on-site assessment effectively and efficiently, the lead reviewer will (a) develop a data requirements checklist tailored to the specific needs of NYCHDC prior to the site visit; and (b) contact the NYCHDC to understand their concerns, provide clarification and ensure the data to be provided. An intense and consolidated information gathering effort early in the project will allow us to minimize the interview time spent with functional personnel and thereby minimize the disruption and delays caused by recurring requests for data at subsequent stages of the study. We understand that information will not be available for all the items identified. Likewise, we know that the provision of some requested data might involve a prohibitive amount of NYCHDC staff time. In such instances and given directions by the staff, we will assemble the raw information. As data collection progresses, we will organize the information. Individual practice task team members s will be responsible for organizing all pertinent information for their area of analysis.

Depending on the task-specific scope, our team of specialists could review and analyze:

- 1) Current homeless placement system process.
- 2) Review current homeless/housing assistance programs currently available and currently funded.
- 3) Look the inventory of properties for placement.
- 4) Review current application and current multichannel communication approach provided for community and list of all languages the communication is currently provided.

- 5) Review stakeholders, city agencies and nonprofit service provided, affordable housing providers MOU and agreements.

In addition, we will develop web-based questionnaires that will inform the final project work plan. These questionnaires will be distributed to the interview candidates sufficiently early to allow completion prior to the interview.

Through our initial review of the collected data, we will preliminarily assess regulatory and financial management capacity. Finally, our team will meet with Task Force and appropriate policy committee members to become familiar with problems and issues. Based on the review and consultation we will modify the site assessment instrument.

5.2 Task 2: Site Visit and Assessment



Task Completion Schedule: Day 21 - Day 45

As part of our second task, the team would perform the site visit. Our interview plan will encompass all relative functional areas of a homeless placement evaluation development project. Our initial activity will be to conduct a series of meetings and interviews with local stakeholders, City Agencies, nonprofit homeless service providers, affordable housing providers, providers of rental subsidies and other housing partners and appropriate project staff.

We will use interview scripts specifically tailored to the assignment, reflecting client- and issue-specific concerns enumerated in the final, approved Statement of Work, and the lessons learned from data collection (including the responses to the questionnaires). The results will also be used as a point of departure for additional investigation.

The Team will bring affordable housing, finance, development, and grants expertise to bear on an analysis of the project's feasibility. The feasibility determination will include programmatic processes, regulatory compliance, data Analysis of federal, state and local funding sources, review of evidentiary, including evidence of contractual and current financing commitments.

We will conduct a review of project programs and current budgets and interviews appropriate HDC and HPD staff in order to assess financial management capacity. Throughout our assessment, particular attention will be paid to planning and professional services, housing availability in market, surge housing, current inventory of rehabbed units, relocation, accounting of in-kind services, community and supportive services and economic development, and grants administration.

Our analysis would focus on identifying the barriers (financial, operational, legal, political, or otherwise) faced by the current surge in housing needs New York is facing. We will assess the communications linkage between the housing organizations and the residents and other stakeholders. This component of the assessment will focus on identifying how the organization responds to the dynamic nature of the surge of homelessness. Our lead reviewer will meet with residents and other major stakeholders to gather their insights and input. We will review the current methods for providing information to these parties as well as those used to solicit feedback from them. In addition, we will assess the role of resident leaders, major initiatives, self-help programs, resident hiring programs, and the general health of resident-management relations.

5.3 Task 3: Report and Recommendations Development



Task Completion Schedule: Day 31 - Day 90

Our team will meet to review data and findings and prepare recommendations which evaluate and assess NYCHDC process to identify ways to process housing placements more efficiently, management capability in programmatic and regulatory compliance, management capacity and financial management capacity. Our evaluation will include file and document review, data analysis, and verification process review.

Our report will contain key findings and recommendations. For each recommendation we will identify advantages, disadvantages, and alternatives. These recommendations will outline and detail the strategy or action we propose. In this way, our recommendations can be *implemented*. To further support our recommendations, and to provide users of the report with a more thorough understanding of the challenges and opportunities at play, we will discuss factors that bear on the recommended strategy or action. Our recommendations would be further supported by explanations of potential benefits to the management, financial and development capacity. The findings and conclusions reached during the preceding tasks are the basis for developing an effective and executable Homeless Housing Placement Evaluation Review.

5.4 Task 4: Ongoing Meetings and Communication with NYCHDC

Our experience has proven that stakeholders are more likely to accept and ‘own’ the solution when they know that they have been involved in its design. By strategically including key parties, listening to their needs and ideas, and developing a solution that considers these inputs, the plan is more likely to be embraced and carried out. In conjunction with this sub-task and with NYCHDC approval, we would prepare.

6. ENGAGEMENT LETTER - CONTRACT

Please find next DEVAL's Engagement Letter.

Engagement Letter

BY EMAIL:

February 21, 2023

NYC Housing Development Corporation
110 Williams Street
New York, NY 10038

Dear

Engagement

1.1 This letter confirms our agreement, pursuant to which New York City Housing Development Corporation (“Client”) has retained DEVAL LLC and its agents (collectively, “DEVAL”) to perform, and DEVAL has agreed to perform, certain Homeless Housing Placement Evaluation and Research services (the “Engagement”), under the terms and conditions set forth in this engagement agreement (the “Agreement”).

Purpose

2.1 The purpose of the Engagement is for DEVAL to perform certain Homeless Housing Placement Evaluation and Research services.

Confidentiality

3.1 DEVAL will treat and maintain as confidential all information that has been or will be communicated or provided to DEVAL by Client relating to any activity or project undertaken as part of the Engagement and will not reveal or utilize it in any way except with Client’s approval; provided, however, that, subject to the provisions of Article 5 of this Agreement, DEVAL may reveal such information pursuant to a lawful, final judicial or administrative order. In addition, when possible and to the extent permissible by law under the circumstances, DEVAL will afford Client an opportunity to challenge such process at Client’s sole discretion and expense.

Lawful Conduct and Compliance with Privacy Laws

4.1 In the course of the Engagement, DEVAL shall not knowingly engage in any activity, undertaking, or project that is unlawful or illegal under U.S. law or the laws of the jurisdiction in which the activity, undertaking or project occurs.

4.2 DEVAL will follow the privacy laws of the State of New York and New York City.

Subpoena or Third-Party Efforts to Thwart the Engagement

5.1 DEVAL shall notify the Client of any effort (a) either by subpoena or otherwise to gain access to information, documents, materials, or work product, or information of any kind in the possession of DEVAL that has been generated, obtained, or learned as a result of the work performed by DEVAL under the Engagement, or (b) to otherwise stop, interrupt, or interfere with the performance of DEVAL's work in connection with the Engagement, whether by judicial action or other means. To the extent feasible and permissible by law under the circumstances, DEVAL shall follow lawful directions from the Client with respect to DEVAL's response to any such effort. Consistent with paragraph 3.1 above, unless the Client provides express consent, DEVAL shall not reveal information gathered during the investigation absent a lawful, final judicial or administrative order.

5.2 Client agrees to pay, reimburse, indemnify, and/or hold harmless DEVAL for all DEVAL time charges, fees, costs, reasonable attorney's fees and disbursements that may be incurred or generated by DEVAL or that may arise out of or relate to any effort that DEVAL may undertake in response to any subpoena, request for information or judicial process or pursuant to any direction from you as provided above in paragraphs 3.1 and/or 5.1.

5.3 Client agrees to indemnify DEVAL for any actions, judgments, or claims against DEVAL arising out of the Engagement, including but not limited to reimbursement for all DEVAL time charges, fees, costs, reasonable attorney's fees and disbursements and defense or other costs associated with any such actions, judgments, or claims, unless and until it were to be finally adjudicated that DEVAL's actions were negligent, tortious, or beyond the scope of the Engagement.

DEVAL Liability

6.1 In no event shall DEVAL be liable to Client for any claims for incidental, special, indirect, punitive, lost profits and/or consequential damages of any nature connected with or resulting from DEVAL's performance of the Engagement under this Agreement and Client waives any and all right it may have to hold DEVAL liable for any such damages.

Fees

7.1 Unless you request otherwise in writing, DEVAL shall bill Client monthly and DEVAL's bills shall include a description of the tasks performed and time worked by each person working on the Assignment, as well as a statement of the total amount of out-of-pocket expenses

and disbursements incurred with subtotals by category. DEVAL's bills will be sent to your attention at the above address.

7.2 Our professional rates for the services to be performed under this Engagement range from \$75 to \$350 per hour, depending upon the level of personnel utilized. We will bill you a separate charge for any actual out of pocket costs, such as travel expenses and other disbursements. Other expenses that are generated as part of the internal services that we utilize in our office, including database fees, will be allocated in a way to fairly reflect your usage of and benefit from those services.

7.3 Client will process DEVAL's billings promptly and will remit payment to DEVAL within thirty days after an invoice is received by you. Payments should be sent to DEVAL LLC, 8230 Leesburg Pike, Suite 600, Vienna, VA 22182. Instructions for payment by wire transfer will be provided upon request.

7.4 If bills remain outstanding for more than thirty (30) days, DEVAL reserves the right to stop all work or receive interest payment for late payment of invoices in accordance with New York or New York City laws.

7.5 If DEVAL must engage counsel or otherwise expend funds to collect bills over sixty days old, Client agrees to reimburse DEVAL for all associated fees and costs, plus interest on the outstanding balance.

7.6 Certain of DEVAL's services may be subject to mandatory state or local sales taxes.

Conflict of Interest

8.1 Client agrees that the Engagement and any assignments performed thereunder to assist Client pertain to a discreet matter, and that our undertaking any assignment pursuant to this Agreement would not provide a basis for precluding our future services for clients adverse to Client on matters that are not substantially related to the matter DEVAL is handling as part of this Engagement.

8.2 DEVAL is not aware at this time of any conflict of interest that would preclude DEVAL from providing services to Client in this Engagement. Should DEVAL become aware, however, of any such conflict, upon reasonable notice to you, DEVAL may withdraw from and

terminate the Engagement at that time. In that event, Client agrees to pay and/or reimburse DEVAL for all fees, out-of-pocket expenses, disbursements, and applicable taxes accrued or incurred as of the date of such withdrawal, including but not limited to all fees, out-of-pocket expenses, disbursements, and applicable taxes associated with the transition, if any, from DEVAL to a replacement provider of the same or similar services provided by DEVAL as part of this Engagement.

Termination

9.1 The agreements, terms, and understandings set forth in this letter shall survive the termination of any and all work performed pursuant to the Engagement.

9.2 Either party may terminate the Engagement upon thirty days written notice to the other. Termination shall become effective thirty days following the date any such notice is received by the other party. If the Engagement is terminated, Client agrees to pay and reimburse DEVAL pursuant to the terms set forth in this Agreement for all fees, costs, and disbursements accrued or incurred as of the effective date of the termination.

9.3 Pursuant to its Records Management Policy (“RMP”), at the conclusion of the Engagement, DEVAL will notify you that the Engagement is closed, and that it will return to you any material provided by you, or if you do not respond to our inquiry, we will, after thirty (30) days, or if you so direct, destroy such material. Materials which we are required to maintain, according to the RMP, will be electronically or physically maintained for the required period, after which they too will be destroyed.

Jurisdiction and Applicable Law

10.1 The parties consent to the jurisdiction of the federal, state, and local courts in or for the County of New York, State of New York.

10.2 The interpretation and application of the terms of this Agreement shall be governed and construed according to the laws of the State of New York as specified in the previous paragraph, excluding (to the greatest extent a court of such state would permit) any rule of law that would cause application of the laws of any jurisdiction other than the law of the state so specified.

10.3 This Agreement has been negotiated by the Parties and their representatives sophisticated and knowledgeable with the subject matter hereof, and the language hereof will not be construed for or against either Party. Accordingly, any statute, regulation, or rule of law, or

any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived by the Parties.

Arbitration

11.1 At the option of DEVAL or Client, any disagreement or controversy arising out of or relating to this Agreement and/or Engagement, including but not limited to any dispute concerning DEVAL’s fees or expenses, can be submitted for resolution to arbitration before three

arbitrators according to the then prevailing Commercial Rules of the American Arbitration Association. The arbitration shall be held in the location specified in paragraph 10.1 above. The award rendered in said proceeding shall be made in writing and shall be final and binding upon both parties and judgment upon the award may be entered in any court having jurisdiction thereof. The arbitrators shall award reasonable attorneys' fees and the costs of the arbitration to the prevailing party, except that the fees and expenses of the arbitrators, if any, shall be borne equally by the parties. At the request of any party, the arbitration will be conducted in secret.

11.2 The arbitrators shall not have authority to amend, alter, modify, add to, or subtract from the provisions of this Agreement. The award of the arbitrators, in addition to granting the relief prescribed above and such other relief as the arbitrators may deem proper, may contain provisions commanding or restraining acts or conduct of the parties or their representatives and may further provide for the arbitrators to retain jurisdiction over the Agreement and the enforcement thereof. If any party shall deliberately default in appearing before the arbitrators, the arbitrators are empowered, nonetheless, to take the proof of the party or parties appearing and render an award thereon. The arbitrators shall state in writing the reasons for their award.

No Waiver

12.1 DEVAL's failure to put into effect, exercise, or enforce (in a timely manner or otherwise) any term, condition, or provision of this Agreement shall not be deemed to be a waiver of such term, condition, or provision, or of DEVAL's right to enforce it.

Signings and Headings

13.1 Should any part of this Agreement be rendered or declared illegal, legally invalid, or unenforceable by a court of competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of such part of this Agreement shall not invalidate the remaining portions thereof.

13.2 Section headings are for convenience only and are not part of the Agreement.

Modification of Agreement and Notice

14.1 There have been no representations, inducements, promises, or agreements of any kind that have been made by either party or by any person acting on behalf of either party that are not embodied within this Agreement. This Agreement may not be changed or altered except in writing duly executed by a duly authorized agent of all parties hereto.

14.2 Notices and communications directed to DEVAL shall be sent to the undersigned at the address shown above. Notices and communications directed to Client shall be sent to the addressee of this Agreement.

Effective Date

15.1 The Engagement and the terms of this Agreement shall be deemed to be effective as of _____, 2023

Execution of the Agreement and Signatures

16.1 The Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement and each of which shall be an original. This Agreement shall be binding on all parties and their respective heirs, successors, and assigns. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or by other electronic means (including .pdf), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of a facsimile machine or by other electronic means (including .pdf) to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of a facsimile machine or by other electronic means (including .pdf) as a defense to the formation of a contract and each such party forever waives any such defense.

Please execute and return this letter of engagement at your first opportunity.

We look forward to working with you toward a successful completion of the Engagement.

Very truly yours,

Name: Deborah Garcia-Gratacos
Position/Title: CEO & Managing Member
DEVAL LLC

Date

AGREED AND ACCEPTED:

Name of Client

Person Authorized
Position/Title: _____

Date

Appendix:
Scope of Work

- A journey map of the homeless placement process that synthesizes administrative complexities, outlines estimated timeframes, and describes how information flows between steps -Deval
- Report to include recommendations to improve the client experience, reduce redundancies, and increase efficiency, along with an estimate of time and other resources savings
- A report on gaps in the process that create unintended barriers for homeless households, including time-consuming and taxing administrative burdens for clients
- The consultant will focus on process details and incorporate feedback from interviews with stakeholders, including City agencies, non-profit homeless services providers, affordable housing providers, providers of rental subsidies, and others

The consultant should analyze the process from multiple client perspectives: tenant applicants, caseworkers supporting tenants, and building marketing agents processing applications. Information will be included in the report.

7. PROPOSED BUDGET AND DETAILED BREAKDOWN

Task Project Labor Hours By Role

The Team would ensure quality and sophistication of services through a high-level team. The team would be comprised of senior team members, knowledgeable about Homeless Placements. This collective team would meet regularly to assess issues, direct resources, and ensure the most efficient and effective application of the team's resources to the client's needs.

Labor Category	Proposed Staffing	Task 1: Data Collection Analysis and Review	Task 2: Site Visit and Assessment	Task 3: Report and Recommendation Development	Task 4: Ongoing Meetings / Communication	Total Hours
Senior Executive	Deborah Garcia Gratacos	25	25	25	25	100
Senior Consultant	Amanda Ohman	40	50	30	30	150
Senior Consultant	Cielo Henao	40	50	30	30	150
Senior Associate	Nikki Nicholau	30	50	30	30	140
Admin Staff Support	TBD	30	30	30	20	110
Totals		165	205	145	135	650

Labor Category	Rates	Total Hours	Total Budget
Senior Executive	\$ 225.00	100	\$ 22,500.00
Senior Consultant	\$ 190.00	300	\$ 57,000.00
Senior Associate	\$ 150.00	140	\$ 21,000.00
Admin Staff Support	\$ 75.00	110	\$ 8,250.00
Travel and Related Cost			\$ 10,000.00
TOTAL		650	\$ 118,750.00

8. APPENDIX – DOING BUSINESS DATA FORM

Please find next the completed form: Doing Business Data Form.