MEMORANDUM OF UNDERSTANDING

relating to the

HURRICANE SANDY DISASTER NATIONAL EMERGENCY GRANT

between the

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

and the

NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

This **MEMORANDUM OF UNDERSTANDING ("MOU")** dated July 11, 2013, is entered into between the **New York City Department of Small Business Services ("SBS"),** with offices located at 110 William Street, 7th Floor, New York, New York 10038, and the **New York City Department of Youth and Community Development ("DYCD"),** with its principal office located at 156 William Street, New York, New York 10038 (each, a "**Party**" and collectively, the "**Parties**").

WITNESSETH:

WHEREAS, in order to aid in the recovery of the disaster-impacted areas caused by Hurricane Sandy, restore public infrastructure and services so that regular business and employment activities can resume, and work on projects that provide humanitarian assistance to victims of the disaster, the Secretary of the United States Department of Labor **("USDOL")** awarded a disaster National Emergency Grant **("NEG" or "Grant")** to the New York State Department of Labor **("NYSDOL")** to hire temporary workers to assist in the recovery of damages caused by Hurricane Sandy, and to assist with humanitarian efforts to aid the community, in the following disaster impacted New York State Counties: Bronx, Kings, Nassau, New York Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster and Westchester; and

WHEREAS, pursuant to the above-referenced USDOL NEG award, NYSDOL issues *Notices of Obligational Authority for Local Workforce Investment Area (LWIA)-New York City* **("NOA"** or **"NOAs")** authorizing NEG Disaster Grant Program Year 2012 funding **("Grant Funding")** to Mayor Bloomberg on behalf of the City of New York (the **"City"**) for identified NYSDOL-approved Project(s) through which funds are used for the provision of NEG eligible services at NEG eligible worksites; to pay (offset) wages of existing employees who directly supervise NEG workers, determined by the percentage of time they spend on such supervision; and to purchase work-related items for eligible individuals hired as NEG workers; and

WHEREAS, on February 1, 2013, NYSDOL issued an NOA, attached hereto as Exhibit A-1, approving up to $642,952.56 in Grant Funding for NYSDOL-approved DYCD Project(s) as more fully described herein; and

WHEREAS, on March 8, 2013, NYSDOL issued an NOA, attached hereto as Exhibit A-2, *increasing* the total Grant Funding for DYCD Project(s) originally identified in the February 1, 2013 NOA by $879,728.40 to an amount not to exceed $1,522,680.90; and

WHEREAS, DYCD is ready, willing and able to use the Grant funding to enter into contracts with not-for-profit service provider to cover costs incurred by them in connection with the provision of eligible services and activities related to the NYSDOL-approved Project(s) and shall submit certain data described in the MOU to SBS as the designated agency

responsible for reporting to NYSDOL on all of the City's LWIA Projects under the Hurricane Sandy Disaster National Emergency Grant;[1]

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1
TERM

The **"Term"** of this MOU shall commence on October 30, 2012 and shall expire on September 30, 2013, unless sooner terminated or extended pursuant to Article 4 below.

ARTICLE 2
SCOPE OF SERVICES

A. **DYCD Responsibilities.** During the Term, DYCD shall use the Grant funding to administer the Project(s) set forth in the **"Project Proposal"** (attached hereto as Exhibit B) approved by NYSDOL in the February 1, 2013 and March 8, 2013 NOA (Exhibits A-1 & A-2). Unless otherwise approved by SBS in advance, DYCD's use of the Grant Funding to administer the Project's identified in the Project Proposal shall be limited to: (1) the hiring of temporary workers to provide humanitarian assistance to individuals impacted by Hurricane Sandy ("Disaster NEG Supported Workers"); (2) the purchasing of supplies related to the provision of humanitarian assistance; (3) the provision of humanitarian assistance; and (4) paying for Grant-related supervisory wages, fringe, and program operations administration (collectively, **"Services"** or **"Project Services").** During the Term, DYCD shall ensure that all Project Services are performed by the agency's not-for-profit service providers in accordance with the applicable NOAs, and Project Proposal, described in Article 3 below. In addition, the provision of Project Services pursuant to this MOU and the Grant shall comply with all applicable Federal, state and city rules, regulations, guidelines and policies, including the *General Terms and Conditions Applicable to Disaster Grants,* attached hereto as Exhibit C. DYCD will provide to SBS no later than the first day of each month a "DYCD Hurricane Sandy Disaster NEG Monthly Report of Project Activities" providing DYCD's cumulative accrued expenses relating to the NEG. In addition, DYCD will provide to SBS no later than the sixteenth day of each month its monthly "DYCD AER Summary of Monthly Cash Expenditures, Accruals, Obligations & NOA Balances" relating to the NEG.

B. **SBS Responsibilities.** SBS shall ensure that all "Disaster NEG Supported Workers" meet the eligibility criteria established by NYSDOL under the Grant before they perform any work under the NYSDOL-approved DYCD Project(s), and will ensure that they are entered into New York's One Stop Operating System. SBS shall monitor the DYCD Project(s) in accordance with the *Hurricane Sandy NEG Monitoring Guide*; *Local Government Agency, Non-profit or Public Education Entity Receiving Grant,* attached hereto as Exhibit D.

[1]SBS' mission it is to make it easier for businesses in the City start, operate and expand by providing direct assistance to business owners, fostering neighborhood development in commercial districts, and linking employers to a skilled and qualified workforce.

ARTICLE 3
PAYMENT

A. **Maximum Funding Level.** During the Term, the maximum funding approved by NYSDOL for the designated DYCD Project(s) shall not exceed *One Million Five Hundred Twenty Two Thousand Six Hundred Eighty Dollars and Ninety Cents* ($1,522,680.90) **("Maximum Funding Level")**.

Table 1 Summary of Maximum Funding Level and Maximum Reimbursable Amount	
MOU Cost Category	**Value ($)**
Maximum Funding Level	$1,522,680.90
NYSDOL-Approved LWIA Administrative Budget	$106,587.67*
Total DYCD Admin. Costs	*$53,293.83***
Total SBS Admin. Costs	*$53,293.83****

** This figure represents 7% of the Maximum Funding Level; No more than 7% the Maximum Funding Level for the NYSDOL-approved DYCD Project(s) may be charged to LWIA Administration during the Term.*
*** This figure represents 3.5% of the Maximum Funding Level; No more than 3.5% of the each incremental funding allocation identified in the "NOA new level" column for NYSDOL-approved DYCD Project(s) (and a maximum of $53,293.83) may be charged by DYCD to LWIA Administration costs during the Term.*
****This figure represents 3.5% of the Maximum Funding Level. 3.5% of the each incremental funding allocation identified in the "NOA new level" column for NYSDOL-DYCD Project(s) (and a maximum of $53,293.83) is being withheld by SBS for LWIA administrative costs.*

B. **Cost Reimbursement for Eligible Expenses.** DYCD shall utilize its existing "DYCD Hurricane Sandy Disaster NEG Monthly Report of Project Activities" and fiscal procedures to review and validate expenses incurred by the agency's not-for-profit service providers pursuant to the NEG, applicable NOA(s), and the NYSDOL *General Terms and Conditions Applicable to Disaster Grants*, attached hereto as Exhibit C. Revenue realization will be handled via clearing entries, in accordance with the usual procedures used by DYCD and SBS for the other WIA programs that DYCD operates (OSY and ISY.)

ARTICLE 4
MODIFICATION AND TERMINATION

A. **MODIFICATION.** This MOU may only be amended by the written consent of both SBS and DYCD.
B. **TERMINATION.** Both SBS and DYCD shall have the right to terminate this MOU without cause upon thirty (30) days written notice to the other Party.

ARTICLE 5
RECORDKEEPING, REPORTING REQUIREMENTS & PROJECT MONITORING

A. **Maintenance of Records.** DYCD agrees to maintain any and all books, records, documentation, justifications and other evidence which sufficiently and properly reflect all costs expended in connection with this MOU as well as any other documents or information deemed necessary by SBS for SBS to comply with certain NYSDOL reporting requirements related to the Grant including, but not limited to the following (collectively, **"Records"**):
   1. Case Management System. The recording and timely entering of NEG-Funded Participant Services in NYSDOL's case management system; and
   2. Monthly Report Submissions. The Records and related information provided by DYCD to SBS for the completion and submission of NYSDOL-required Monthly Reports shall include sufficient information and supporting documentation for SBS to address the following areas:
      a. Summarize the activities conducted;
      b. Identify new worksite initiated;
      c. Identify temporary workers hired/assigned to worksites and supervisors of temporary workers;
      d. Summarize local monitoring conducted; and
      e. Identify accrued expenditures;

B. **Retention and Availability of Records for Inspection.** DYCD and SBS each agree to retain all Records for a period of six (6) years after the expiration or termination of this MOU, or for a period otherwise prescribed by Law, whichever is later **("Retention Period").** Additionally, during the Term or Retention Period and upon reasonable notice, either Party shall make available to the other Party as well as applicable City, State and federal agencies and auditors all Records maintained or retained by DYCD in connection with this MOU.

C. **Compliance with NEG Fiscal requirements.** During the Term, DYCD shall perform all necessary invoice reviews and fiscal monitoring, as applicable, of its not-for-profit service providers. DYCD shall submit required fiscal monitoring reports directly to NYSDOL and not SBS except for the required submissions under Article 5(A)(2)

D. **NEG Project Monitoring.** During the Term, SBS shall monitor the DYCD Project(s) in accordance with in the *Hurricane Sandy NEG Monitoring Guide*; *Local Government Agency, Non-profit or Public Education Entity Receiving Grant,* attached hereto as Exhibit D.

E. **Cooperation.** DYCD and SBS will cooperate in the performance of their responsibilities under this MOU and, in particular, will share information obtained in carryings out their respective responsibilities to the extent that it is permissible under applicable law as well as to the extent that it may be relevant to the other Party's responsibilities under this MOU.

ARTICLE 6
MISCELLANEOUS

A. All notices required by this MOU shall be delivered to the other Party at the following addresses:

To DYCD:
156 William Street
New York, New York 10038
Attn: John Cirolia, Deputy Commissioner for Administrative Services
JCirolia@dycd.nyc.gov

To SBS:
110 William Street, 7th Floor
New York, New York 10038
Attn: Andrew Schwartz, First Deputy Commissioner

B. If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this MOU unenforceable.

C. The Services provided under this MOU shall be performed in accordance with all applicable provisions of Federal, State, and Local Laws.

D. This written MOU contains all the terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the Parties, nor to vary any of its terms.

E. Neither Party will be deemed to be in violation of this MOU if it is prevented from performing any of its obligations hereunder due to emergencies or weather conditions, strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the MOU after the intervening cause ceases.

F. Neither Party will assign, transfer or delegate any rights, obligations or duties under this MOU without the prior written consent of the other Party. Such prior written approval will not be unreasonably withheld, delayed, or conditioned. In addition, DYCD is prohibited from undertaking any of the following actions without the prior written approval of SBS: (1) Changing worksite locations; (2) transferring workers to different worksite locations; and/or (3) transferring the management of these worksite locations, including management of the workers and the Project in general, to another agency or entity.

G. The Parties hereto represent and warrant that the person executing this MOU on behalf of each party has full power and authority to enter into this MOU and that the Parties are authorized by law to perform the Services set forth in the MOU.

IN WITNESS WHEREOF, both Parties have duly executed this MOU on the date herein written.

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

Name: Andrew Schwartz
Title: First Deputy Commissioner

7/11/13
Date

NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Name: Michael Owh
Title: General Counsel

7/3/13
Date

ACKNOWLEDGMENTS

State of New York)
) **SS.:**
County of New York)

On this 11 day of July, 2013, before me personally came Andrew Schwartz, to me known, and known to me to be the First Deputy Commissioner of the New York City Department of Small Business Services, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.

Notary Public

CHRISTIAN STOVER
Notary Public, State of New York
Registration #02ST6172505
Qualified in New York County
Commission Expires Dec.14, 2015

State of New York)
) **SS.:**
County of New York)

On this 3 day of July, 2013, before me personally came Michael Owh, to me known, and known to me to be the General Counsel of the New York City Department of Youth and Community Development, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.

Notary Public

CAROLINE S. PRESS
Notary Public, State of New York
No. 02PR6275151
Qualified in New York County
Commission Expires Jan. 14, 2017

EXHIBIT A-1

New York State Department of Labor
Andrew M. Cuomo, *Governor*
Peter M. Rivera, *Commissioner*

February 1, 2013

The Honorable Michael R. Bloomberg
Mayor
City of New York
City Hall
New York, New York 10007

Dear Mayor Bloomberg:

Attached is Notice of Obligational Authority (NOA) for Local Workforce Investment Area (LWIA) - New York City for the amount of $160,750.65. This NOA identifies an allocation of funding to your LWIA under the Department's Hurricane Sandy disaster National Emergency Grant (NEG). This funding is for the New York City Department of Youth and Community Development (DYCD) projects. This NOA represents 25% of the total award as described in the chart below.

Disaster NEG supported workers must meet the eligibility criteria as established under this grant. Funds can only be used to hire temporary workers and to purchase disaster-related supplies. Available funds may be used to provide humanitarian assistance, clean-up, demolition, repair and renovation related to public facilities, structures and lands. Up to 7% of your total expenditures may be charged to administration. All charges against this program must be reported monthly to PeopleSoft to Program 187 as follows:

NEG Hurricane expense	*Peoplesoft Account/Description*
LWIA Administration	516000 Administration
Participant Wages	516100 Wages
Participant Fringe Benefits	516101 Fringe
Supplies and Transportation	516107 Other
Supervisor Wages, Fringe, Prgm Oper Admin	511000 General

This NOA reflects the following projects approved for your LWIA.

Project name	Budget request	LWIA Admin	NOA prior level	Change this NOA	NOA new level
NYCHA	7,285,483.00	548,369.69	1,800,000.00	-0-	1,800,000.00
NYC SBS	522,023.00	39,292.05	130,506.00	-0-	130,506.00
NYC direct hire	15,000,000.00	1,129,032.26	7,500,000.00	-0-	7,500,000.00
NYC DHS	324,800.00	24,447.31	87,311.83	-0-	87,311.83
NYC MOCS	167,395.79	12,599.68	45,736.77	-0-	45,736.77
NYC JBRC	4,523,596.00	340,485.72	1,593,399.14	-0-	1,593,399.14
NYC DYCD	597,992.38	45,010.18	-0-	160,750.65	160,750.65
Totals	28,421,290.17	2,139,236,89	11,156,953.74	160,750.65	11,317,704.39

Phone: (518) 457-4317
W. Averell Harriman State Office Campus
Building 12, Room 590, Albany, NY 12240

NEG funded participant services must be properly recorded and entered timely into our case management system. The Department created a Disaster NEG desk guide which is located on the internet at: http//labor.ny.gov/workforcenypartners/osos-desk-guide-neg-disaster.pdf.

A bi-weekly report summarizing activities conducted, new worksites initiated, temporary workers hired/assigned to worksites, local monitoring conducted and accrued expenditures will be required for the first three months of this project. Subsequent to that time monthly summary reports will be required.

Any questions concerning this information should be directed to Mr. Jeffrey Martin, State Representative at 212-775-3352.

Sincerely,

Karen A Coleman

Karen A. Coleman
Deputy Commissioner
for Workforce Development

Attachment

cc: Mr. Ismail Mohamed
Ms. Michelle Light
Mr. Jeffrey Martin
Mr. Yona Tapuchi
Ms. Delores Caruso

NOTICE OF OBLIGATIONAL AUTHORITY LWIA# 67

NOA #PY12- 8

LWIA: New York City
Grantee:
Michael R. Bloomberg
Mayor, New York City

GRANTOR: The Governor of New York through the New York State Department of Labor

This NOA authorizes Program Year 2012 funding for the period (07/01/12 through 6/30/14), except Youth (04/01/12 through 6/30/14)
NEG Hurricane Sandy (10/30/12 - 9/30/13)

NYSDOL Contacts: Jeff Martin

TELEPHONE: (212) 775-3352

WIA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
CFDA# 17.259 T-IB Youth	$18,999,810.90	$0.00	$18,999,810.90
CFDA# 17.258,17.259,17.278 T-1B Admin	$5,997,330.00	$0.00	$5,997,330.00
CFDA# 17.258 T-1B Adult	$20,450,578.50	$0.00	$20,450,578.50
CFDA# 17.278 T-1B Dislocated Worker	$14,525,580.60	$0.00	$14,525,580.60
CFDA# 17.277 T-1B NEG Disaster	$11,156,953.74	$160,750.65	$11,317,704.39

Approved by: Karen A Coleman 02/01/13

Karen A. Coleman
Deputy Commissioner for Workforce Development

EXHIBIT A-2

New York State Department of Labor
Andrew M. Cuomo, *Governor*
Peter M. Rivera, *Commissioner*

March 8, 2013

The Honorable Michael R. Bloomberg
Mayor
City of New York
City Hall
New York, New York 10007

Dear Mayor Bloomberg:

Attached is Notice of Obligational Authority (NOA) for Local Workforce Investment Area (LWIA) - New York City for the amount of $204,525.00. This NOA identifies an allocation of funding to your LWIA under the Department's Hurricane Sandy disaster National Emergency Grant (NEG). This funding is for the New York City Department of Youth and Community Development (DYCD) projects. This NOA represents 25% of the total award as described in the chart below.

Disaster NEG supported workers must meet the eligibility criteria as established under this grant. Funds can only be used to hire temporary workers and to purchase disaster-related supplies. Available funds may be used to provide humanitarian assistance, clean-up, demolition, repair and renovation related to public facilities, structures and lands. Up to 7% of your total expenditures may be charged to administration. All charges against this program must be reported monthly to PeopleSoft to Program 187 as follows:

NEG Hurricane expense	*Peoplesoft Account/Description*
LWIA Administration	516000 Administration
Participant Wages	516100 Wages
Participant Fringe Benefits	516101 Fringe
Supplies and Transportation	516107 Other
Supervisor Wages, Fringe, Prgm Oper Admin	511000 General

This NOA reflects the following projects approved for your LWIA.

Project name	Budget request	LWIA Admin	NOA prior level	Change this NOA	NOA new level
NYCHA	6,816,445.00	513,065.75	1,800,000.00	-0-	1,800,000.00
NYC SBS	522,023.00	39,292.05	130,506.00	-0-	130,506.00
NYC direct hire	15,000,000.00	1,129,032.26	7,500,000.00	-0-	7,500,000.00
NYC DHS	324,800.00	24,447.31	87,311.83	-0-	87,311.83
NYC MOCS	167,395.79	12,599.68	45,736.77	-0-	45,736.77
NYC JBRC	4,523,596.00	340,485.72	1,593,399.14	-0-	1,593,399.14
NYC DYCD	1,416,093.38	106,587.67	160,750.65	204,525.00	365,275.65
NYC DFTA	150,864.86	11,355.42	40,555.07	-0-	40,555.07
Totals	28,921,218.03	2,176,865.86	11,358,259.46	204,525.00	11,562,784.46

Phone: (518) 457-4317
W. Averell Harriman State Office Campus
Building 12, Room 590, Albany, NY 12240

NEG funded participant services must be properly recorded and entered timely into our case management system. The Department created a Disaster NEG desk guide which is located on the internet at: http//labor.ny.gov/workforcenypartners/osos-desk-guide-neg-disaster.pdf.

A monthly report summarizing activities conducted, new worksites initiated, temporary workers hired/assigned to worksites, local monitoring conducted and accrued expenditures will be required for the first project.

Any questions concerning this information should be directed to Mr. Jeffrey Martin, State Representative at 212-775-3352.

Sincerely,

Karen A. Coleman

Karen A. Coleman
Deputy Commissioner
for Workforce Development

Attachment

cc: Mr. Ismail Mohamed
Ms. Michelle Light
Mr. Jeffrey Martin
Mr. Yona Tapuchi
Ms. Delores Caruso

NOTICE OF OBLIGATIONAL AUTHORITY LWIA# 67

NOA #PY12- 10

LWIA: New York City

Grantee:

Michael R. Bloomberg
Mayor, New York City

GRANTOR: The Governor of New York through the New York State Department of Labor

This NOA authorizes Program Year 2012 funding for the period (07/01/12 through 6/30/14), except Youth (04/01/12 through 6/30/14)
NEG Hurricane Sandy (10/30/12 - 9/30/13)

NYSDOL Contacts: Jeff Martin

TELEPHONE: (212) 775-3352

WIA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
CFDA# 17.259 T-IB Youth	$18,999,810.90	$0.00	$18,999,810.90
CFDA# 17.258,17.259,17.278 T-1B Admin	$5,997,330.00	$0.00	$5,997,330.00
CFDA# 17.258 T-1B Adult	$20,450,578.50	$0.00	$20,450,578.50
CFDA# 17.278 T-1B Dislocated Worker	$14,525,580.60	$0.00	$14,525,580.60
CFDA# 17.277 T-1B NEG Disaster	$11,358,259.46	$204,525.00	$11,562,784.46

Approved by: Karen A Coleman 03/08/13

Kareh A. Coleman
Deputy Commissioner for Workforce Development

EXHIBIT B
PROJECT PROPOSAL

URGENT

Dear Provider:

We are writing to you because you operate DYCD programs in areas affected by Hurricane Sandy. In the wake of the Hurricane, New York State (NYS) was awarded a National Emergency Grant (NEG) of $27.7 million from the Federal government to help with recovery efforts. New York City (City) will receive a substantial part of this funding.

The City is submitting a proposal to NYS Department of Labor **for NEG funding to enable some DYCD not-for-profit contractors to hire temporary workers for the purpose of providing humanitarian assistance to Hurricane victims. The humanitarian services (outlined in the attached information sheet) would have to be within the scope of your existing DYCD contract.**

If you are interested in hiring temporary workers for humanitarian relief work, please review the attached information about the NEG and provide the details requested in the chart below. When you click "reply" to this email, you will be able to scroll down and type your responses on the chart. **Please respond by close of business Tuesday December 18th.**

DYCD will shortly convene an informational session to answer questions about the NEG.

State the program name and DYCD contract ID # under which you would hire NEG workers.

Briefly describe the scope of your proposed humanitarian assistance project.
CMS would provide support and guidance services to youth and families impacted by the storm. Services include mentoring and engagement activities for youth and support services for families who must navigate various service systems as they seek to restore a sense of normalcy.

State the anticipated duration of the project

Projected Hires	A	B	C	D	Cost ($)
Job Title	# in Title	Hourly Wage	Hrs/Week	# of Weeks	(AxBxCxD)
Community Aide Worker	2	15.00	20	22	13,200.00
Employee Fringe rate at 13%					2,400.00
				Sub-total	15,600.00
				Cost of Supervision of Hires	5,000.00
				Total Cost (Hires + Supervision)	20,600.00

Do you anticipate targeting specific geographic communities for hiring? __xx_ Yes ___ No
If "Yes," please identify them and state your reasons.

We would focus on the communities on the eastern end of the Far Rockaway peninsula due to the major impact the storm had on the area as well as the low socio-economic status of many who reside in those communities.

Would you like to target specific populations to hire for this project? NA
If "Yes," please identify them and state your reasons.

Council of Jewish Organizations of Flatbush

State the program name and DYCD contract ID # under which you would hire NEG workers.
Council of Jewish Organizations of Flatbush
DYCD Contract: Housing #821403

Briefly describe the scope of your proposed humanitarian assistance project.

We have an emergency relief warehouse which is drop off and pick up center of clothing and small appliances. We need 10 warehouse workers to handle all the incoming and outgoing of clothing and small appliances pick up. There will be 10 Relief Coordinators to help the people find the services and to help in both mental and physical needs to rebuild their lives.
There will also be 3 Administrative Assistants to handle all the case work and paperwork needed to file with the appropriate agencies.
Council of Jewish Organizations has currently 30 employees. With the increase of 23 additional new employees the Supervisors Salary will be 43% of the time spent which will be approximately $14,900.

State the anticipated duration of the project
26 Weeks

Projected Hires	A	B	C	D	Cost ($)
Job Title	# in Title	Hourly Wage	Hrs/Week	# of Weeks	(AxBxCxD)
Relief Coordinators	10	$12	35	22	$ 92,400
Warehouse Worker	10	$11	35	24	$ 92,400
Administrative Assistance	3	$13	35	22	$ 30,030
				Sub-total	$214,830
				Cost of Supervision of Hires	$ 14,900
				Fringe Benefits @ 12%	$ 29,960
				Total Cost (Hires + Supervision)	$259,690

Do you anticipate targeting specific geographic communities for hiring? X__ Yes ___ No
If "Yes," please identify them and state your reasons.
South Brooklyn, Rockaway; These are the areas that were hit during Hurricane Sandy and the people need to get back to work and off the Unemployment line.

Would you like to target specific populations to hire for this project?
If "Yes," please identify them and state your reasons. No

Fifth Avenue Committee, Inc. (REVISED)

State the program name and DYCD contract ID # under which you would hire NEG workers.

DYCD-NDA - Housing - Contract # 820600
DYCD-NDA – Healthy Families - Contract # 820601

Briefly describe the scope of your proposed humanitarian assistance project.

Fifth Avenue Committee, Inc. will target the storm-impacted population of Red Hook, Brooklyn, to provide the range of direct services it offers to over 1,000 working poor, low- and moderate income New Yorkers annually through its *Single Stop* benefits access, legal, financial and tax counseling program, its *Neighborhood Employment Services* program, and *Housing Advocacy* services. These services will directly assist dozens of displaced and disrupted Red Hook residents in stabilizing their lives with resources, jobs and housing advocacy.

State the anticipated duration of the project
26 Weeks

Projected Hires	A	B	C	D	Cost ($)
Job Title	# in Title	Hourly Wage	Hrs/Week	# of Weeks	(AxBxCxD)
Housing Assistant Advocates	3	$17.00/hr	23	26	$ 30,498.
Neighborhood Employment Services Intake & Assessment and Outreach	1	$17.00/hr	21	26	$ 9,282.
Adult Education Instructor	1	$36.00/hr	10	22	$ 7,920.
Administrative / Program Assistance	2	$17.00/hr	23	26	$ 20,332.
Porters– housing relocation, etc.	2	$14.00/hr	22.5	26	$ 16,380.
Sub-Total Personnel					**$ 84,412.**
Statutory Fringe on Temps (14%)					$ 11,818.
Fringe on Supervision (25%)					$ 4,500.
				Sub-total	**$100,730.**
				Cost of Supervision of Hires	$ 18,000.
				Total Cost (Hires + Supervision)	**$ 118,730.**

Do you anticipate targeting specific geographic communities for hiring? _X_ Yes ___ No
If "Yes," please identify them and state your reasons.

Fifth Avenue Committee anticipates targeting the impacted community of Red Hook for hiring. Red Hook was severely impacted by super storm Sandy, the damage and displacement from which has amplified already high unemployment rates throughout Red Hook and especially in public housing.

Would you like to target specific populations to hire for this project?
If "Yes," please identify them and state your reasons.

Red Hook and Gowanus are the communities within Fifth Avenue Committee's catchment area that are the most profoundly impacted by Super Storm Sandy. The aftermath of the storm has just added to the high unemployment figures for these communities. Therefore emphasis will be placed on hiring from these areas, as well as from the larger population of lower-income New Yorkers seeking work.

Dear Provider:

We are writing to you because you operate DYCD programs in areas affected by Hurricane Sandy. In the wake of the Hurricane, New York State (NYS) was awarded a National Emergency Grant (NEG) of $27.7 million from the Federal government to help with recovery efforts. New York City (City) will receive a substantial part of this funding.

The City is submitting a proposal to NYS Department of Labor **for NEG funding to enable some DYCD not-for-profit contractors to hire temporary workers for the purpose of providing humanitarian assistance to Hurricane victims. The humanitarian services (outlined in the attached information sheet) would have to be within the scope of your existing DYCD contract.**

If you are interested in hiring temporary workers for humanitarian relief work, please review the attached information about the NEG and provide the details requested in the chart below. When you click "reply" to this email, you will be able to scroll down and type your responses on the chart. **Please respond by close of business Monday, December 17th.**

DYCD will shortly convene an informational session to answer questions about the NEG.

State the program name and DYCD contract ID # under which you would hire NEG workers.
JCC Cornerstone #9116

Briefly describe the scope of your proposed humanitarian assistance project.
Following Hurricane Sandy, the Jewish Community Center of Staten Island has identified hundreds of families in need of assistance. The JCC is requesting funds to hire 2 Crisis Counselors who will assist us in our efforts to continue to serve our borough's victims of Hurricane Sandy during this extraordinary time. These counselors will act as field workers to provide immediate services which will include: outreach to identify needy storm victims by assigning a case worker to work out in the field, case management to assist individuals in identifying resources such as legal counseling, entitlement identification, mental health counseling, and assistance in implementing a plan of action. We would also like to hire an Assistant Case Worker to handle data entry and follow up of each of the storm victims we are assisting. We continue to receive cartons of food donations daily and need to hire a part time Assistant Food Bank Coordinator who will work with the JCC Food Bank Coordinator to make sure this food is distributed quickly to those in need. All new hires will work under the supervision of the Project Supervisor. We will be utilizing an office manager who will work under the Project Supervisor and assist the crisis counselors with phone contacts, staff, donations and city paperwork. In the Project Supervisor's absence, the Office Manager will be capable of over seeing the staff workload, assigning tasks to staff as well as doing any follow-up phone calls with clients when needed.

State the anticipated duration of the project
6 months

Projected Hires	A	B	C	D	Cost ($)
Job Title	# in Title	Hourly Wage	Hrs/Week	# of Weeks	(AxBxCxD)
Crisis Counselor	2	$22.00	20	24	$21,120
Assistant Case Manager	1	$15.00	20	24	$7,200
Assistant Food Bank Coordinator	1	$16.50	20	24	$7,920
Assistant Case Manager	1	$15.00	20	25.34	$7,603
				Sub-total	$43,843
				Cost of Supervision of Hires	$18,000
				Total Cost (Hires + Supervision)	$61,843

Fringe	$ 6,499
Total Cost	$68,342

Do you anticipate targeting specific geographic communities for hiring? _X__ Yes ___ No

If "Yes," please identify them and state your reasons.

We plan to target the areas of Staten Island with the largest amount of damage following the storm specifically zip cost 10305 and 10306.

Would you like to target specific populations to hire for this project? Yes

If "Yes," please identify them and state your reasons.

We would like to hire someone from one of the immigrant communities on Staten Island who is able to focus on language and cultural competencies.

New York Legal Assistance Group

State the program name and DYCD contract ID # under which you would hire NEG workers.
776131K – Immigrant Opportunities Initiative
77139 – Legal Services for Immigrants
77140 – Legal Services for Immigrant Victims of Domestic Violence
38242K – Discretionary Funding

Briefly describe the scope of your proposed humanitarian assistance project.
The NYLAG Project will assist low-income individuals, with a special focus on immigrants, who have been impacted by SuperStorm Sandy to ensure they are aware of all available government and charitable benefits and services available to them. Project staff will conduct education sessions, community outreach, and will assist clients in filing applications, assembling documentation, and appealing wrongful denials.

State the anticipated duration of the project: 26 weeks

Projected Hires	A	B	C	D	Cost ($)
Job Title	# in Title	Hourly Wage	Hrs/Week	# of Weeks	(AxBxCxD)
Part-time Attorney	4	$32.96	14	26	$47,989.76
Part-time Paralegal	4	$20.06	23	26	$47,983.52
Full-time Attorney	4	$32.96	35	10	$46,144.00
Full-time Paralegal	4	$20.06	35	17	$47,742.80
				Sub-total	$189,860.08
				Cost of Supervision of Hires	$5,603.30
				Total Cost (Hires + Supervision)	$195,463.38

Do you anticipate targeting specific geographic communities for hiring? _X_ Yes ___ No
If "Yes," please identify them and state your reasons.
Red Hook, Staten Island, Coney Island/Brighton Beach, Rockaways, Lower East Side. As these areas were the hardest hit by the storm, we would target them for hiring temporary employees to work directly with/in their own communities.

Would you like to target specific populations to hire for this project?
If "Yes," please identify them and state your reasons.
We will target both long-term unemployed individuals, as well as individuals who temporarily or permanently lost their jobs as a result of SuperStorm Sandy.

MAY 1ST CHANGES

NSHDS REVISION # 3

STATE THE PROGRAM NAME AND DYCD CONTRACT ID # UNDER WHICH YOU WOULD HIRE NEG WORKERS.

NATIONAL SOCIETY FOR HEBREW DAY SCHOOLS CONTRACT ID # 90885

BRIEFLY DESCRIBE THE SCOPE OF YOUR PROPOSED HUMANITARIAN ASSISTANCE PROJECT.

NATIONAL SOCIETY FOR HEBREW DAY SCHOOLS HAS CREATED A TASK FORCE / CLEARING HOUSE WHICH UNDERTOOK HEROIC MEASURES TO BRING SUCCOR AND SUPPORT TO STRICKEN CHILDREN, FAMILIES AND COMMUNITIES IN THE HORRIFIC AFTERMATH OF HURRICANE SANDY. THEIR FOCUS HAS BEEN THE AGONY OF THOSE WHOSE HOMES ARE UNLIVABLE AND THE RESULTING HARDSHIPS ENSUING FROM THIS LIFE ALTERING EXPERIENCE. THE OBJECTIVE OF OUR CURRENT WORK IS TO ADDRESS THE NEEDS OF STRICKEN COMMUNITIES AND MORE THAN 1,000 FAMILIES. WE ARE WORKING TO PROVIDE BOTH MATERIAL AND EMOTIONAL NEEDS TO ALLOW THESE COMMUNITIES AND INDIVIDUALS TO REBUILD THEIR HOMES AND LIVES, STEP-BY-STEP.

OUR NEG GRANT WOULD BE USED TO ENABLE THE HIRING OF :

CASE WORKERS WHO WILL MAINTAIN A COMPREHENSIVE DATABASE OF THE NEEDS OF ALL FAMILIES THAT WE HAVE BEEN WORKING WITH. THIS LIST WILL BE CONSTANTLY UPDATED AS WE RESOLVE CLIENT'S NEEDS. INITIALLY WE HAD OBTAINED DONATIONS OF GENERATORS, FUEL, FOOD AND ALTERNATE LIVING QUARTERS. CURRENTLY WE ARE WORKING OBTAINING AND DISTRIBUTING DONATIONS OF CLOTHING, SMALL AND LARGE APPLIANCES AND HOUSEHOLD ITEMS. WE ARE DIRECTING CLIENT'S FEMA APPLICATIONS AND PROCESSING AND RUNNING SEMINARS AND PROVIDING INDIVIDUAL INSTRUCTION ON HOW THOSE EFFECTED CAN ASSUAGE THEIR PROBLEMS (IE: RESOLVING INSURANCE CLAIMS, MOLD REMOVAL, HOW TO OBTAIN COMPETENT HEATING & MECHANICAL CONTRACTOR WORK, ASSISTING THE PLACEMENT OF CHILDREN IN TUTORING AND MENTORING SITUATIONS, ETC.) AS WELL AS HELPING SET UP PART-TIME AND SUMMER PROJECTS FOR RESTORATION OF THE COMMUNITY.

HOUSING COORDINATORS WHO WILL ASSIST THE HUNDREDS OF FAMILIES DISPLACED WHO HAVE NOT YET BEEN ABLE TO RETURN TO THEIR HOME BECAUSE OF STRUCTURAL, ELECTRICAL, OR PLUMBING AND HEATING SYSTEM PROBLEMS. WE SOLICIT VACANT APARTMENTS / HOMES SO WE CAN SEE THAT BROKEN FAMILIES ARE BROUGHT TOGETHER UNDER ONE ROOF UNTIL THEIR OWN HOMES ARE REPAIRED AND USABLE. WE ALSO COORDINATE DONATIONS AND SHIPPING OF FURNITURE NEEDS AND LOGISTICAL DETAILS TO PROPERLY SET UP THESE SUFFERING FAMILIES.

SOCIAL WORKERS / MENTAL HEALTH COUNSELORS WILL BE SUPERVISED BY A LICENSED PSYCHOLOGIST. THEY WILL HELP PROVIDE EMOTIONAL COUNSELING, THERAPY AND MENTAL HEALTH RESOURCES TO INDIVIDUALS WHOSE LIVES AND HOMES HAVE BEEN UPROOTED BY HURRICANE SANDY. THIS IS A VITAL ASPECT OF THIS EFFORT AS IT GIVES THESE INDIVIDUALS THE TOOLS REQUIRED TO BEGIN TO REBUILD THEIR LIVES BOTH EMOTIONALLY AND PHYSICALLY.

TUTORS / MENTORS WILL BE SUPERVISED BY PROFESSIONAL EDUCATORS AND PROVIDE YOUTH, WHO HAVE MISSED WEEKS OF SCHOOL AND ARE LIVING UNDER DURESS, SUPPORT TO COMPLETE THEIR HOMEWORK (WHICH THEIR HARRIED PARENTS DO NOT HAVE TIME TO WORK WITH THEM ON) AND COMPLETE THIS SCHOOL YEAR (IN THE CASE OF HIGH SCHOOL STUDENTS THIS PROJECT WILL FREQUENTLY MAKE THE DIFFERENCE BETWEEN BEING LEFT BACK OR PROMOTION AND GRADUATION).

PEER ASSISTANTS (JUNIOR TUTORS / YOUTH WORKERS) WILL ASSIST TUTOR MENTORS IN PROVIDING YOUTH, WHO HAVE MISSED WEEKS OF SCHOOL AND ARE LIVING UNDER DURESS, SUPPORT AND AID IN COMPLETING THEIR HOMEWORK AND BEING READY FOR THE COMING SCHOOL YEAR.

DONATION INVENTORY CONTROL ASSISTANTS WILL ADMINISTER AND TRACK ALLOCATIONS/DONATIONS OF SERVICES AND GOODS. ALL MERCHANDISE AND SERVICES WILL BE RECEIPTED SO AS TO HAVE FULL DISCLOSURE AND TRANSPARENCY OF ALL HURRICANE RELIEF SERVICES, GOODS AND FUNDS. THE DONATION INVENTORY CONTROL ASSISTANTS WILL BE AVAILABLE TO THOSE AFFECTED BY HURRICANE SANDY TO ASSIST IN THE DISTRIBUTION AND PROPER UTILIZATION OF SUPPLIES.

STATE THE ANTICIPATED DURATION OF THE PROJECT

PROJECTED HIRES	A	B	C	D	COST ($)
JOB TITLE	# IN TITLE	HOURLY WAGE	HRS/WEEK	# OF WEEKS	(AXBXCXD)
CASE WORKERS	4	$13.00	35	22	$ 40,040

HOUSING COORDINATORS	1	$13.00	35	22	10,010
SOCIAL WORKERS/MENTALHEALTHCOUNSELORS	1	$13.00	35	22	10,010
PEER ASSISTANTS	10	$ 8.50	35	22	65,450
PEER ASSISTANT	1	$8.50	35	10.8	3,213
TUTORS / MENTORS	5	$13.00	35	22	50,050
DONATION INVENTORY CONTROL ASSISTANTS	2	$12.00	35	22	18,480

TOTAL HIRES - PERSONNEL	$ 197,253
TOTAL HIRES - FRINGE	25,697
SUBTOTAL HIRES:	222,950
COST OF SUPERVISION OF HIRES-PERSONNEL	43,280
COST OF SUPERVISION OF HIRES – FRINGE	14,687
SUBTOTAL SUPERVISION:	57,967
TOTAL COST (HIRES + SUPERVISION)	$ 280,917

DO YOU ANTICIPATE TARGETING SPECIFIC GEOGRAPHIC COMMUNITIES FOR HIRING? ___ YES _X_ NO
IF "YES," PLEASE IDENTIFY THEM AND STATE YOUR REASONS.

WOULD YOU LIKE TO TARGET SPECIFIC POPULATIONS TO HIRE FOR THIS PROJECT? NO
IF "YES," PLEASE IDENTIFY THEM AND STATE YOUR REASONS.

Federation of Italian American Organizations of Brooklyn

State the program name and DYCD contract ID # under which you would hire NEG workers.

Cornerstone ID # 99109

Briefly describe the scope of your proposed humanitarian assistance project.
Our humanitarian assistance project would include hiring NEG hires to assist those affected by Hurricane Sandy with understanding the services and benefits available to them as well as assisting with the filing of the required documentation for relief assistance, including follow up services as necessary. Our NEG workers will continue to provide community outreach to victims and assess relief progress. NEG workers will continue to hold food and clothing drives for the victims. NEG workers will also provide those youngsters affected by Hurricane Sandy that are behind in school work with academic enrichment and tutorial sessions to help them in those areas that they fell behind in.
The NEG supervisor will coordinate and oversee all of the humanitarian efforts and report to the Program Director and Executive Director. The activity specialists will coordinate and implement the academic enrichment/tutoring sessions. The mentors will assist victims with keeping them abreast of the resources and relief services, assist with the filing of claim applications, and manage the food and clothing drives.

If we can find it in our budget, we will do all that we can to extent the project beyond 6 months.

State the anticipated duration of the project
January 2, 2012 through September 30, 2012

Projected Hires	A	B	C	D	Cost ($)
Job Title	# in Title	Hourly Wage	Hrs/Week	# of Weeks	(AxBxCxD)
Activity Specialist	2	$15.00	21.53	24	$15,500.00
Mentor	2	$12.00	17.36	24	$10,000.00
Fringe Benefits $4,750.00				Sub-total	25,500.00 + $4,750.00 (Fringe)
				Cost of Supervision of Hires	$9,750.00
				Total Cost (Hires + Supervision)	$40,000.00

Do you anticipate targeting specific geographic communities for hiring? X Yes ___ No
If "Yes," please identify them and state your reasons.
We will target Brooklyn and Queens (Mahnattan Beach, Rockaways, Breezy Point), basically the areas most severely affected.

Would you like to target specific populations to hire for this project?
If "Yes," please identify them and state your reasons.
We will hire those populations in the areas most severely affected.

St. Rosalia-Regina Pacis Neighborhood Improvement Association (NIA)

State the program name and DYCD contract ID # under which you would hire NEG workers.
St. Rosalia Regina Pacis NIA (dba NIA Community Services Network) - Post-Sandy Assistance Project ("NIA Project")
Contract # 821103

Briefly describe the scope of your proposed humanitarian assistance project.

The NIA Project will aim to help improve / restore the quality of life for community members in areas adversely affected by Hurricane Sandy, including Coney Island, Seagate, and Sheepshead Bay in Brooklyn, and South Beach, Midland Beach, New Dorp Beach, Oakwood Beach, and Ocean Breeze in Staten Island, through humanitarian efforts that align with NIA's experience, activities, and mission – *"building strong children, strong families and strong communities."*

The goals of the Project will be accomplished by hiring an NIA Project Director (who is an experienced supervisor and educator) under this National Emergency Grant to lead all aspects of the NIA Project; assist NIA with hiring a team of 10 individuals (Project Assistants) registered through the Workforce 1 Career Centers (One-Stops); provide training for project assistants; determine their job assignments; and provide direct supervision on behalf of NIA. Project Director will be responsible for reporting and documentation of all project activities. Project Director will report to the NIA Executive Team (CEO, Executive Director, and Director of Program Operations).

Under the direction and supervision of the Project Director, Project Assistants will obtain information from FEMA and/or other relief agencies, and network with community, church and school leaders, as well as, benevolent organizations, police precincts and community boards in targeted areas to help identify eligible community members. They will organize meetings and workshops relevant to post-Sandy community /individual needs, such as relocation strategies and rebuilding regulations. The Team will perform outreach activities and conduct needs assessments in target areas; work to identify solutions to address identified needs; offer assistance for individuals who need to identify the benefits and services available to them; help with related paperwork and completion of forms; and provide referrals for community members on-location and/or at the NIA office located at 6614 11th Avenue, Brooklyn, NY (conveniently located near mass transit – subway and bus services). NIA has a proven record of providing direct services and referral services for all who seek our assistance to find solutions, services, and benefits that may improve the quality of their lives.

A team of NIA counselors to be compensated through this grant will be assigned to provide direct services for groups, families and individuals. NIA Counselors will assess needs and offer guidance and life-skills building for individuals, families, and children who are in need of post-Sandy emotional support and direction. NIA has a 20-year history of offering counseling services for individuals, youth, and families.

Under the direction of the Project Director, all project staff (Counselors and Project Assistants) will be required to maintain records/logs and/or case files as appropriate to accomplish and document project activities.

Projected Hires category indicates total for multiple positions and no single hire will exceed $12,000. Project Supplies will be utilized for casework, on-site case work, outreach materials, photocopying, and office supplies in relation to the project.

State the anticipated duration of the project
October 30, 2012 – September 30, 2013

Projected Hires	A	B	C	D	Cost ($)
Job Title	# in Title	Hourly Wage	Hrs/Week	# of Weeks	(AxBxCxD)
Project Assistants	**10**	**18.00**	**22**	**30**	**118,800**

Counseling Specialists	3	35.00	6	30	18,900
Fringe					2,256
				Sub-total	139,956
				Cost of Supervision of Hires	62,500
				Project Supplies	4,500
				Total Project Cost (Hires + Supervision, Supplies & Payroll Costs)	$206,956

Do you anticipate targeting specific geographic communities for hiring? ___ Yes __X__ No
If "Yes," please identify them and state your reasons.

Would you like to target specific populations to hire for this project? NO
If "Yes," please identify them and state your reasons.

The Action Center

State the program name and DYCD contract ID # under which you would hire NEG workers.
Cornerstone at Ocean Bay Community Center 99101

Briefly describe the scope of your proposed humanitarian assistance project.

The Action Center is standing on the front lines providing to residents distribution of hot-food, cleaning supplies and products, hygiene, dry food and canned goods, diapers and baby products, medical assistant and prescription assistant, resident needs canvassing, homebound assistance, relocation, laundry and legal services needed to maintain our residents safety, health and dignity as we recover together from the devastation that has wrecked our community with the advent of Sandy.

State the anticipated duration of the project
6 months

Projected Hires	A	B	C	D	Cost ($)
Job Title	# in Title	Hourly Wage	Hrs/Week	# of Weeks	(AxBxCxD)
Coordinator Relief Services	2	$11.53	30	34.5	$23,887.80
Manager Volunteers Services	2	$10	30	34.5	$20,700
Manager Distribution Services	2	$10	30	34.5	$20,700
				Sub-total	65,267
				Cost of Supervision of Hires	8484.00
				Total Cost (Hires + Supervision)	$73,751

Do you anticipate targeting specific geographic communities for hiring? __xx_ Yes ___ No
If "Yes," please identify them and state your reasons.

The community of Far Rockaway Queens was devastated by Super Storm Sandy. Nearly 30% lost their jobs. We will return some to work while helping to meet the needs of the community.

Would you like to target specific populations to hire for this project?
If "Yes," please identify them and state your reasons. The community of Far Rockaway Queens was devastated by Super Storm Sandy. Nearly 30% lost their jobs. We will return some to work while helping to meet the needs of the community.

State the program name and DYCD contract ID # under which you would hire NEG workers.

I.S. 2 Beacon - 9958

Briefly describe the scope of your proposed humanitarian assistance project.

Many families in the South and Midland Beach areas (IS 2and P.S. 38), have been devastated by Hurricane Sandy. They are lacking resources, shelter and bare necessities. UAU and the host schools have been working collaboratively to assist any family or youth in need. UAU is proposing additional enhancements and supports in the afterschool programs that have been impacted by Hurricane Sandy. The additional staff will provide activities ranging from health and wellness to academic tutoring.

State the anticipated duration of the project

25 weeks

Projected Hires	A	B	C	D	Cost ($)
Job Title	# in Title	Hourly Wage	Hrs/Week	# of Weeks	
Group Leader	3	30.00	16.00	25	$36,000.00
Activity Specialist	5	$12.00	16.66	25	$25,000.00
Activity Specialist	1	$12.00	14.00	25	$4,250.00
Fringe					$7,600.00
				Sub-total	72,850.00
				Cost of Supervision of Hires	$7,000.00
				Total Cost (Hires + Supervision)	$79,850.00

Do you anticipate targeting specific geographic communities for hiring? ___
Yes __ No X
If "Yes," please identify them and state your reasons.

Would you like to target specific populations to hire for this project?
YES
If "Yes," please identify them and state your reasons.
ONE STO, SYEP Workers, and other unemployment agencies.

State the program name and DYCD contract ID # under which you would hire NEG workers.

I.S. 2 Beacon - 9958

Briefly describe the scope of your proposed humanitarian assistance project.

Many families in the South and Midland Beach areas (IS 2and P.S. 38), have been devastated by Hurricane Sandy. They are lacking resources, shelter and bare necessities. UAU and the host schools have been working collaboratively to assist any family or youth in need. UAU is proposing additional enhancements and supports in the afterschool programs that have been impacted by Hurricane Sandy. The additional staff will provide activities ranging from health and wellness to academic tutoring.

State the anticipated duration of the project

25 weeks

Projected Hires	A	B	C	D	Cost ($)
Job Title	# in Title	Hourly Wage	Hrs/Week	# of Weeks	
Group Leader	3	30.00	16.00	25	$36,000.00
Activity Specialist	5	$12.00	16.66	25	$25,000.00
Activity Specialist	1	$12.00	14.00	25	$4,250.00
Fringe					$7,600.00
				Sub-total	72,850.00
				Cost of Supervision of Hires	$7,000.00
				Total Cost (Hires + Supervision)	$79,850.00

Do you anticipate targeting specific geographic communities for hiring? ___
Yes __ No X
If "Yes," please identify them and state your reasons.

Would you like to target specific populations to hire for this project?
YES
If "Yes," please identify them and state your reasons.
ONE STO, SYEP Workers, and other unemployment agencies.

WIA NATIONAL EMERGENCY DISASTER GRANTS
Sec. 173(d) (Disaster Relief Employment Assistance)
QUESTIONS AND ANSWERS

ADMINISTRATION

1. Does the cost limitation for administration apply to expenditures or to the overall NEG grant amount?

ANSWER: The cost limitation for "Administration" approved by the Grant Officer for a NEG project applies to overall expenditures by the end of the project.

2. How should states allocate the Administration funds under the disaster grant?

ANSWER: The WIA regulations at 20 CFR 667.220 define the costs to be charged to administration.

FEMA COORDINATION

3. Please explain grant requirements regarding coordination with the Federal Emergency Management Agency (FEMA) and the leasing of large equipment.

ANSWER: The coordination requirements with FEMA are related to ensuring that there is a comprehensive, integrated response to a disaster, and to ensure that there are not duplication of efforts. FEMA identifies on its Web site (http://www.fema.gov) a contact for each state. We have been advised by the FEMA that it provides grants to states which, in turn, provide reimbursement to local governments for performing various activities. For example, FEMA has determined that wages paid to temporary workers funded under WIA projects would result in a "duplication of benefits," so such wages would be deducted from the total cost estimate for the FEMA-approved recovery project.

However, there may be instances where state and local officials determine that related public health or safety or infrastructure repair projects are best managed through two separate projects, one funded with DOL WIA Title I NEG funds, and one funded with FEMA funds. FEMA would, of course, only provide 75 percent of the cost of the project to be operated with FEMA funds. If equipment is needed for the WIA-funded project, FEMA may provide cost reimbursement for that equipment, up to 75 percent of the cost, as long as the equipment is used for an activity related to the disaster.

According to FEMA, it does not provide reimbursement for WIA project-related leased or owned equipment, unless it is disaster-related. For the above reasons, state and local WIA disaster grant operators and providers are urged to consider identifying projects that will not be funded by FEMA or make sure that projects that might be funded by

FEMA are identified only as WIA projects. State and local government administrators should understand the implications of including WIA temporary disaster job participants on a FEMA-approved project.

WIA temporary workers' wages do not require a state or local match, as required by FEMA for some of its projects. Therefore, it might be preferable to conduct some clean-up activities with WIA workers. Alternatively, operators may identify more projects that are social service-related such as helping individuals, complete Small Business Administration loan applications, assisting in temporary shelters, and food distribution stations, etc.

To the extent that a project staffed by WIA temporary disaster job participants requires heavy equipment, but it is not provided by FEMA, the state or local government is responsible for providing the equipment necessary for the clean-up work to be done. **NEG funds may not be authorized to be expended to lease this type of equipment.**

5. Can DOL funds for temporary disaster jobs be used for non-federal matching for FEMA funds?

ANSWER: No. Since WIA NEG funds are federal funds, FEMA has determined that WIA funds may not be used for non-federal match purposes by FEMA under the requirements and restrictions of its disaster program regulations.

6. How does state WIA staff obtain state-level FEMA contacts, and how does FEMA know that the state WIA office is a participant in the disaster response?

ANSWER: The Secretary of Labor makes a public announcement of all NEG awards, including those related to disasters. FEMA provides DOL with its declarations and has worked with DOL since the mid-1990s in matters related to disaster relief employment available under NEGs. There is a State Emergency Management Agency in every state, and the identification of a state FEMA contact is on the FEMA Web site (www.fema.gov). It is incumbent on the appropriate WIA staff to make contact with this agency. In those instances when Disaster Unemployment Assistance (DUA) claims are processed at the Disaster Application Centers (DAC), FEMA provides the DOL Regional Administrator with daily updates regarding the locations of FEMA/DACs. The DOL Regional Administrator in turn provides this information to the state UI office and the state WIA liaison.

7. How can states get information about the location of FEMA DAC sites which could be used for recruitment of temporary disaster job participants?

ANSWER: As indicated above, the DOL Regional Offices are provided this information by FEMA. They make it available by FAX to the state WIA systems which receive disaster grants. Information is also available on the FEMA website (http://www.fema.gov). In addition, this information is available through the DOL Toll-Free Help Line (1-888-USA-JOBS).

8. What happens when NEG-funded temporary disaster job participants begin work at a site which is later approved for FEMA reimbursement?

ANSWER: When the project is completed and it is time for FEMA to reimburse the state or local government for the cost of the project, it is our understanding that the wages of the temporary job participants will be deducted from the cost of the project before FEMA provides funds for 75 percent of the cost of the project.

PARTICIPANT ELIGIBILITY

9. Are individuals who reside in counties contiguous to Public Assistance-designated counties eligible for services under the NEG disaster grant?

ANSWER: Yes. Under NEG disaster grants, grant funds may be used for "workers dislocated (temporarily or permanently) due to the devastation caused by the recent disaster," as well as other eligible dislocated workers (WIA Sec. 101(9)) and the long-term unemployed. If workers in counties contiguous to disaster designated counties are affected by the covered disaster, they may be served under the grant. For example, a worker living in a county contiguous to a designated county, whose job in the designated county was lost due to the covered disaster, is eligible to work in a temporary job for the purpose of the clean-up in the designated area or work on projects that provide food, shelter, housing and other humanitarian assistance to the victims of the disaster. The state project operators or local service providers will, of course, be responsible for determining the eligibility and selecting the specific individuals to actually be served by the grant, and priority should be given to workers dislocated (temporarily or permanently) as a result of the disaster. Other eligible dislocated workers, as well as the long-term unemployed, are also eligible to work under a NEG disaster grant, without regard to residency.

10. May migrant and seasonal farmworkers who are stranded in the migrant stream without work due to the disaster be served under this project?

ANSWER: Yes. Migrant and seasonal farmworkers who are dislocated from their work due to the covered disaster may be served under this grant and may be participants in the temporary job component. Other eligible dislocated workers who are also migrant and seasonal farmworkers may also work under a NEG disaster grant.

11. May dislocated workers enrolled in training or other services participate in the temporary disaster relief jobs created under a NEG disaster grant?

ANSWER: Yes. Eligible dislocated workers, as defined in WIA Sec. 101(9), are among the population which may be served. If the disaster results in a disruption of services underway, it would be prudent to enroll those individuals in the disaster project to permit temporary clean-up jobs until such time as the training or other activities are available for continuation, or to the extent that the clean-up jobs do not interfere with other planned WIA services. In those instances where employment-related services are also being provided to participants, they would be co-enrolled in the NEG disaster project as well as in the formula program.

12. Are those farmers/ranchers with fields under water or destroyed, but whose livestock are alive but not productive, eligible to participate in temporary jobs? (For example those with animals, which cannot be reached to feed or transport them to market).

ANSWER: Yes. They could be considered temporarily unemployed due to the effects of the disaster.

13. For the purpose of a NEG Disaster project, what is the definition of a long-term unemployed individual?

ANSWER: There is no definition of "long-term unemployed" in WIA or the regulations; therefore, the Governor is responsible for defining it. Generally, the definition will apply to individuals who <u>do not</u> qualify as eligible dislocated workers under WIA Sec. 101(9), or those temporarily laid off as a result of the disaster, as authorized in WIA Sec. 173(d)(2).

UNEMPLOYMENT INSURANCE (UI) AND DISASTER UNEMPLOYMENT ASSISTANCE (DUA)

14. Is an individual that is working on a temporary disaster job eligible to draw UI or DUA benefits?

ANSWER: Generally, a temporary job will constitute employment and the wages earned will disqualify an individual from receipt of UI benefits to the extent that they exceed a state-defined earnings level. DUA benefits are reduced to the same degree that earnings from temporary employment are deductible under the state UI law. Therefore, the state UI agency and the state NEG disaster programs should coordinate activities to ensure that workers are properly informed of the policies and requirements of each program.

15. Must the Grantee pay Federal Unemployment Tax (FUTA) or state Unemployment Insurance taxes for the NEG temporary disaster relief job participants?

ANSWER: Generally, such workers will be covered for UI purposes. However, Section 3309(b)(3)(D) of the Internal Revenue Code (IRC) permits states to exclude from such coverage when services are performed "in case of. . .emergency" and when such work is performed for state and local governments. UIPL No. 22-97, issued April 14, 1997, clarifies what is considered an "emergency" for the purpose of this exclusion. The UIPL states, in part--

> --The FUTA exclusion applies only to services performed "in case of" fire, storm, snow, earthquake, flood, or similar emergency. Emergency is defined in the Second College Edition of the American Heritage Dictionary as an unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action. The FUTA language "in case of" indicates that it is the emergency itself - or the urgent distress caused by the emergency - which must directly cause the need for the services to be performed. Therefore, for the services to be performed "in case of . . . emergency," a direct relationship must exist between the services and the emergency, as defined above.
>
> --Whether services performed as a result of a disaster are also performed "in case of . . . emergency" must be determined on a case-by-case basis. . . . Since disaster-related services may be performed after the need for immediate action has passed, they are not necessarily performed "in case of . . . emergency." For example, services performed removing hurricane debris to gain access to a hospital are performed "in case of . . . emergency" when there is an immediate need to obtain access to the hospital. However, when the removal of hurricane debris from the roadside does not require immediate action, services are not performed "in case of . . . emergency" and may not be excluded from coverage on that basis.

Each state is responsible for obtaining sufficient facts to support a determination under provisions of its state law corresponding to the FUTA exclusion that the services were performed "in case of . . . emergency."

It is important to note that the exclusions do not apply to permanent employees of state and local governments whose usual responsibilities include emergency situations. Also, this exclusion does not apply to employees of private non-profit organizations. It applies only to governmental entities described in Section 3306(c)(7) of the IRC. Thus, temporary job participants performing emergency services for a local WIA entity that is a private non-profit agency would not fall under this exclusion. In addition, this exclusion does not apply to private for-profit companies.

16. Must a state pay state Unemployment Insurance tax on these temporary positions funded by NEG Grants?

ANSWER: Unless the workers are exempt as discussed in question 15, above, as being hired "in case of" emergency, Section 3309(a), IRC, requires state UI coverage for workers of governmental entities and the tax must be paid. States may, however, elect to reimburse the state's unemployment fund for UI benefits paid in lieu of paying contributions.

It is important to note, once again, that if the job participants are performing these temporary emergency services for a local WIA entity that is a private non-profit agency, the WIA agency is not covered by the exclusion discussed in question 15. Therefore, they must pay state UI tax, or elect to reimburse the fund for benefits paid. Private "for-profit" companies would normally pay both state and FUTA taxes.

17. Must a state pay Federal Unemployment Tax (FUTA) for the temporary job participants?

ANSWER: State and local governments are excluded from the payment of FUTA.

PARTICIPANT WAGES

18. How should WIA Section 181(a) be applied?

ANSWER: The rate of pay for individuals employed in NEG Disaster Relief jobs should be paid the same as those employed in similar occupations by the same employer. WIA Sec. 181(a)(1)(A) states ". . .individuals. . .employed in activities under this title shall be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills, and such rates shall be in accordance with applicable law, but in no event less than the higher of the rate specified in section (6)(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law."

Please note that this definition differs from the definition established pursuant to other legislation in which the State Employment Security Agency establishes prevailing wage rates as a result of wage surveys. If the employing agency already has employees performing similar or the same jobs, workers employed in temporary jobs must receive the same wage for the same or similar work. In such cases, the wage rates established by the State Employment Service are **not applicable**.

Where the local WIA entity or another approved "worksite employer" hires temporary workers for positions for which wage levels have not been established and supervision of the temporary workers is performed by another agency, the agency performing the supervisory responsibilities could be considered the "worksite employer" for purposes of determining the appropriate wage for the temporary worker under a NEG disaster grant. In such a case, the temporary worker's wage could be established based on similar or same work performed by employees of the worksite employer.

ALLOWABLE ACTIVITIES FOR TEMPORARY DISASTER JOB PARTICIPANTS

19. Can a safety coordinator be hired as a project staff member or as a participant? Is safety training of temporary job participants an allowable cost?

ANSWER: Yes. A safety coordinator could be hired as a participant (subject to the 6-month duration limitation) or as a project staff member chargeable to the program. Necessary training is an authorized cost in either case.

20. Is a work-site supervisor charged to project staff or can such a position be filled by a temporary job participant?

ANSWER: Either approach is acceptable.

21. If a community action agency (CAA), as a subcontractor, has chosen to use some of its federal funds to provide emergency clean-up and repair services to disaster victims, can WIA temporary job participants be used to supplement the CAA crews even though they will be working in private homes? What conditions, if any, would be applied as to which homeowners' property could be cleaned up or repaired (e.g. low income, elderly, those facing a threat to their health due to flood damage in the house, etc.)?

ANSWER: The grant award letter states authorizes repair and restoration work on private property under certain limited conditions. Those conditions are clearly stated in the award document.

22. Where municipal governments have diverted regular work crews to work on disaster-related activities, can temporary job participants work on work assignments that would normally be performed by the regular work force?

ANSWER: Those "regular" activities performed by the employer's permanent workforce may only be performed by temporary Disaster Relief workers to the extent to which the duties are **specifically related to the community's recovery from the covered disaster**, e.g., clean-up, reconstruction and restoration of damaged public facilities and projects that provide humanitarian assistance to disaster victims. Regular maintenance or customer service activities, such as cutting grass, clerical support for municipal governments, responding to constituents' inquiries regarding auto licensing, etc., are not allowable activities under NEG disaster grants.

23. Can a private non-profit entity, which is the employer of record for Disaster Relief participants, hire participants under a NEG grant to do repair (restore) work on the flood- damaged non-profit facility?

ANSWER: Yes, as long as the work being performed relates to recovering from the covered disaster.

24. Can subgrantees use participants to perform project staff functions such as monitoring, outreach workers, accounting, and project coordinator?

ANSWER: Temporary job participants may perform project staff functions related to a NEG disaster grant, under the supervision of an agency employee. In any case, all temporary job participants, regardless of the work assignment, are subject to the 6-month participation time limit. These participation limitations will affect <u>the extent to which a particular staff function can appropriately be performed by a temporary job participant</u>. The state grantee may wish to establish a policy regarding appropriate staff functions that could be filled by temporary job participants.

The state grantees and local area providers may hire additional staff for the period of grant operations to perform a variety of functions necessary to the implementation of the grant to ensure consistency. Staff salaries would not be subject to the time and

salary limitations of temporary jobs and would be charged to the appropriate cost category based on the functions they perform (20 CFR 667.220).

25. Can temporary workers assist in the clean-up of churches?

ANSWER: WIA Section 188(a)(3) and 20 CFR 667.266 as well as 29 CFR 37.6(f)(1) state that participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants). Training and Employment Guidance Letter (TEGL) No. 1-05, "New Rules Allowing Use of WIA Title I Financial Assistance for Religious Training and Employment, and Making Other Changes to Religion-Related Regulations Governing Recipients of DOL Support Including the One-Stop Career Center Service Delivery System and the Job Corps," issued July 6, 2005, further clarifies this subject.

MONITORING

26. Should worksites be certified?

ANSWER: Initially, it must be determined by the grantee that temporary workers at any worksite will perform disaster-related work activities. As the project proceeds, monitoring visits to the worksite should confirm that such work is disaster-related. The Department has not provided any instructions to require that a worksite be recertified to assure that continued work by temporary job participants is disaster-related. This is an oversight concern, and responsibility of the grantee. However, some grantees in past disaster projects have found such recertification to be necessary to assure that participants were not performing routine maintenance, non-disaster-related duties such as mowing lawns, etc. A worksite agreement signed by authorized individuals can establish the operational rules which would eliminate the need for re-certification and provide a consistent basis upon which monitoring will be conducted.

EMPLOYER WORKSITE ELIGIBILITY

27. What constitutes a private non-profit--a 501(c)(3), or can other private non-profit organizations be used, e.g. unions and the Salvation Army?

ANSWER: The requirement is that temporary Disaster Relief jobs may be performed through public and private agencies and organizations engaged in projects related to responding to the disaster, to the extent that the grantee deems the organization to be a suitable employer for temporary workers. There is no further requirement that a private non-profit fall into any particular IRS category.

28. The local command center is located at "St. Luke's Church," for example. Does this impact any prohibitions about services to or for religious organizations?

ANSWER: No, to the extent that some part of the response to a covered disaster is located in space that is being rented or donated and happens to be a church building.

PERFORMANCE OUTCOMES FOR NEG DISASTER GRANT PARTICIPANTS

29. Why is participant outcome being measured in NEG disaster grants when the purpose of a disaster grant is to clean-up following a disaster? This is a change from JTPA.

ANSWER: It is correct that the statutory authority for disaster projects changed with the enactment of WIA to specifically permit eligible dislocated workers (including those temporarily dislocated as a result of a disaster and the long-term unemployed) to be provided workforce development services in a disaster project. Since the goal of the WIA dislocated worker program (both formula and NEG) is to return the target population to the workforce, that goal is not different for those individuals who participate in NEG disaster clean-up activities. NEG funds are not required to be used for this purpose and co-enrollment may occur with WIA adult and dislocated worker formula funds, but it is the expectation that necessary and appropriate employment-related assistance will be provided to the participants to return to the workforce, either as a result of the recall by employers who had to temporarily lay off individuals due to the disaster or as the result of other services available under WIA to help them find or qualify for new jobs.

As indicated in the NEG application guidelines and TEGL 16-03, if the funds approved for a NEG disaster project are not sufficient to provide employment-related assistance to the participants needing such assistance, a request for supplemental funds may be requested if WIA formula funds are also not sufficient. In addition, the fully-documented project plan must include the outcomes of those who will not require employment-related assistance through the NEG project.

General Comments and Conditions Relating to NEG Disaster Grants:

Purpose -- Pursuant to WIA Sec. 173(d), a key initial purpose of NEG Disaster Grants is to create temporary jobs (Disaster Relief Employment) to assist in the clean-up and restoration efforts as a result of the disaster. These temporary jobs also include working on projects that provide food, clothing, shelter and other humanitarian assistance for disaster victims. The work may be done through public and private agencies and organizations engaged in such projects. The Project may include a full array of workforce development activities (including training) that are available under WIA. The workforce development component may be included either when the emergency application is submitted, or when the project is modified, to facilitate the return of those participants enrolled in the Disaster Relief Employment program to the workforce. It is important to note that the Grant Award document signed by the Grant Officer, or modifications thereto, may include activities not discussed in this document in order to respond to the special needs of workers affected by some disasters.

Grantee/Project Operator -- The award is made to the State which will also be the Project Operator. Therefore, disaster grants are not to be pass-through grants. States may subgrant funds to local boards and/or may expend such funds through public and private agencies and organizations engaged in such projects. States are expected to be able to deobligate and reobligate funds to affected areas and service providers quickly in order to ensure the funds are where they need to be in order to fulfill the purposes of this grant and to ensure that workers needing assistance are receiving it.

Coordination

Federal Emergency Management Agency (FEMA) - - The State should coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA in order to ensure non-duplication and maintenance of effort. If additional areas are declared eligible for assistance by FEMA, you may immediately begin to provide services under this grant in those counties. However, the State must notify the Department of Labor by telefax of the inclusion of any additional areas that have been approved by FEMA, and include such locations in the fully-documented plan or modifications to the grant.

> *Heavy Equipment* -- FEMA has extensive experience in obtaining and/or leasing heavy equipment in the aftermath of disasters, and provides such equipment for a limited period of time to permit clean-up, reconstruction and other allowable activities following a disaster. State and local governments may also lease or obtain heavy equipment for worksites where NEG Disaster Grant participants are employed. Generally, NEG funds will not be authorized for the purchase or lease of heavy equipment for disaster relief work.

Other Federal Assistance Programs -- The Small Business Administration, Department of Agriculture, the Department of Health and Human Services, and other Federal Agencies provide a variety of needed services in the Disaster Area. The project staff should be aware of available services that may be needed by participants and be able to make the appropriate referral.

Other Emergency Services Provided by Disaster-Affected Communities

- Local emergency transportation services. With the destruction of many cars, temporary transportation systems are sometimes established by state or local governments to transport workers to disaster work sites and other community services. Project staff should be able to provide information about such systems to participants, as appropriate.

- Other workforce development services. Frequently, other workforce development services may be available through a variety of sources, including the U.S. Department of Labor, e.g., WIA formula funds, national programs, veterans programs, older worker programs, Native American programs, etc. Project/One Stop Career Center staff should be able to provide information about such additional services to participants, as appropriate, and should coordinate services under this grant to ensure that services are not being duplicated or that participants are receiving the same assistance from more than one resource.

Procurement

Grantees are subject to the WIA administrative rules, including the administrative requirements at 29 CFR Part 97. Sole source procurement, if authorized by State policies, may be used to enable the project to become operational in a timely manner, given the critical nature of the project.

Eligible Participants for NEG Disaster Projects (WIA Sec. 173(d)(2))

Individuals eligible to participate in NEG Disaster projects are--

(1) Workers who have been temporarily or permanently dislocated as a result of the disaster;
(2) Eligible dislocated workers as defined in WIA Sec. 101(9); and
(3) Individuals who are long-term unemployed.

Priority to participate in the grant should first be given to those workers who have experienced temporary or permanent job loss as a result of the covered disaster.

Self-certification – The participant file must document participants' eligibility. Because

of the circumstances surrounding the disaster, documentation of eligibility may be difficult to obtain during the initial stages. The Department is prepared to accept an individual's signed certification that they meet the eligibility criteria. The Grantee should have a system in place to verify eligibility for individuals once better data are available. If the Grantee has such a system in place, and if a participant is later found to be ineligible, the costs incurred prior to the discovery of ineligibility will not be disallowed.

Residency of Participants -- There is no eligibility or selection criteria based on workers' place of residence. Preference should be given to those individuals who lost their jobs (temporarily or permanently) as a result of the covered disaster.

Limitations on Duration of Participation and Wages -- Temporary jobs created under this grant shall be in public or private non-profit agencies. No individual shall be employed in Disaster Relief Employment for more than six months (or 1,040 hours) related to recovery from a single natural disaster, pursuant to WIA Sec. 173(d)(3). The maximum wage paid to any one participant in a single natural disaster is generally $12,000 (excluding fringe benefits). Waivers may be requested of the Grant Officer as authorized in 20 CFR 671.150(b).

Participant Compensation

Rate of Pay -- Participants must be paid the higher of the Federal, state or local minimum wage, or the comparable rates of pay for other individuals employed in similar occupations by the same employer.

Overtime -- Participants may work overtime (subject to regulations of the Fair Labor Standards Act with respect to level of compensation), provided that this is part of the design of the project and regular employees of the employer in question are also working overtime, subject to the limit on duration and level of compensation for workers under this project.

Workers' Compensation -- Where state workers' compensation law is applicable, workers' compensation benefits in accordance with such law shall be available to all participants. Where a participant is not covered under a state workers' compensation law, the participant shall be provided with adequate on-site medical and accident insurance for work-related activities. For work-related activities, income maintenance coverage is not required for the participant (WIA Sec. 181(b)(4)).

Health Benefits -- All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work (WIA Sec. 181(b)(5)). If the employer has different policies for temporary employees than for full-time employees, these policies may apply to these participants since the jobs under this grant are classified as temporary.

Retirement -- No contributions to retirement funds shall be made on behalf of project participants from grant funds.

Eligible Worksites—

Types of Worksites -- Worksites may be established where authorized clean-up, restoration, and service (humanitarian) activities are performed related to the covered disaster.

As stated above, the purpose of the temporary jobs is to restore the public infrastructure and services so that regular business and employment activities can be resumed, as well as to work on projects that provide humanitarian assistance to victims of the disaster. The Department expects that the state will prioritize the worksites for temporary jobs such that the highest priority is for public facilities which have been most severely damaged, consistent with the strategic plans of the community. The second priority is for private non-profit facilities which have the highest impact on providing needed temporary services and/or restoring public services, etc. Generally, worksites will be limited to public and private non-profit facilities and property where non-participant state and local government employees and employees of applicable non-profit agencies are employed in the clean-up effort. Under certain circumstances, work on private property is authorized to the extent that it meets the requirements outlined below.

Location of Worksites -- The geographic areas where the worksites are located must be located in the geographic area covered by a FEMA declaration eligible for public assistance, have been identified by the State for clean-up, and must be listed in the fully documented project plan, or a modification, submitted to the Department.

Health and Safety Standards -- State and Federal standards, otherwise applicable to working conditions of employees, shall be applicable to working conditions of participants. Where a participant is engaged in activities not covered under the Occupational Safety and Health Act of 1970, as amended, the participant shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions that are unsanitary, hazardous, or dangerous to the participants' health or safety. A participant employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices (WIA Sec. 181(b)(4)).

Eligible Activities

Temporary Jobs -- The primary, initial activity under this grant will be the placement of individuals in temporary disaster relief jobs related to assisting the communities to recover from the natural disaster events and working on projects that provide humanitarian assistance to the disaster victims.

Employment-related assistance -- The application, the fully-documented plan or a

modification thereto may include the full array of workforce development services to enable those participants who are enrolled in the NEG project to return to the workforce in high-growth, demand occupations as identified by the local workforce investment board.

Work on Private Property -- There are two circumstances where Disaster Relief work by NEG Project participants may be performed on private property impacted by the covered disaster--

(1) Clean-up activities on private property may be performed by NEG Disaster participants if workers from units of general local government are also (a) authorized to conduct such work and (b) are performing such work.

(2) As determined by the extenuating circumstances of the disaster for which Title I funds are being provided, repair and restoration activities are authorized on the private property of **economically disadvantaged individuals,** under the following specific conditions. **In order to be authorized, <u>all</u> of the following conditions must be met:**

a. Work can only be performed on the homes of economically disadvantaged individuals who are eligible for the federally-funded Weatherization program; and

b. Work may be performed on private land or homes of such individuals if the non-WIA employees of the employing unit or state or local government workers are authorized to do the same work and are in fact engaged in performing the work using non-WIA funds; and

c. Work on private land or buildings is performed to remove health and safety hazards to the larger community; and

d. The work is limited to returning a home to a safe and habitable level -- not to make home improvements; and

e. Priority is given for service to the elderly and individuals with disabilities; and

f. WIA funds cannot be used for the cost of materials to do repairs; and

g. Work must be disaster-related and not related to general home improvements authorized under the Federal Weatherization program; and

h. Work is coordinated with or supervised by the local agency responsible for the Federal Weatherization program.

Supportive Services -- Such services are authorized to enable an individual to participate

in the project. They may include: reimbursement or payment for such costs as child care, transportation to and from the job, work-related physical examinations and medical treatment, etc. In addition, personal safety equipment and other work-related equipment are authorized, including such items as work gloves, steel-toed boots, hard hats, uniforms, small tools, etc., required for the participant to be employed in the jobs related to the clean-up, or participate in the workforce development services offered under the project.

Project Performance Goals

It is the goal of disaster projects, after the clean-up activities are completed, to return workers to employment—either their prior employment or to new employment. As stated above, for workers who are permanently dislocated, the state may, through its submittal of the fully documented project plan or a subsequent modification, request to amend the grant to provide for employment-related transition assistance to return them to the unsubsidized workforce as soon as possible. NEG Performance Goals will apply.

However, for those workers who were temporarily dislocated as a result of the disaster and will not return to their layoff jobs at the completion of the clean-up work, the grantee is expected to determine what other re-employment assistance is required and incorporate such services in a modification request for the disaster grant. Additionally, other dislocated workers and the long- term unemployed should be assisted to return to the workforce, either with NEG funds awarded under a disaster grant or with the grantee's formula funds. Performance goals for the workforce development phase of NEG Disaster projects will be consistent with those for all NEG projects.

Project Monitoring by the Grantee -- Monitoring will be conducted by the State to ensure that the work sites and related activities are consistent with the provisions of applicable Federal statutes, regulations, and the terms and conditions of this grant award letter.

Other Project Requirements

- The grantee must have in place procedures to ensure compliance with non-duplication and maintenance of effort as required by the WIA statute.

- The grantee must have in place a plan to recover WIA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to: HUD, FEMA, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

- Compliance with the Labor Standards provisions as required in the WIA regulations at 20 CFR 667.272.

- Each disaster presents new challenges to the community. ETA will provide guidance to the grantee, as requested, when issues arise that may be unique or are not fully discussed herein.

Reporting Requirements

The NEG Quarterly Report No. 9104, the U.S. DOL ETA Financial Report (ETA 9130) and WIASRD reporting are required for all NEG projects/participants, including Disaster Projects. In addition, the grantee must provide Bi-weekly Reports to the Department beginning from the time the grant is awarded through the first three months of project operation. Thereafter, the report may be submitted monthly, through the end of the temporary job component of grant activities. The reports shall include:

- Total cumulative participants enrolled in the project, to date;

- Total participants **currently** working in temporary jobs;

- Significant changes in impact, as determined by the State, not previously reported;

- Types of activities and services being provided by participants in temporary jobs;

- Any significant event that occurred during the reporting period;

- Total accrued expenditures to date; and

- The number of grantee monitoring visits to local worksites.

This report shall be made by e-mail or in writing. A summary of expenditures and participant numbers should be provided, and information should be broken out by each sub-grantee. This report shall be submitted to the Grant Officer at the following address by the 5th working day after the end of each reporting period: martin.thomas@dol.gov or Thomas C. Martin, Grant Officer, Division of Federal Assistance, Employment and Training Administration, U.S. Department of Labor, Room N-4655, 200 Constitution Avenue, NW, Washington, DC 20210-0001. A copy should be submitted to the FPO identified in the grant award letter.

A Project Close-out Report shall be submitted by the State within 45 days of the end of the project. This report shall be submitted using the standard reporting forms. A brief narrative outlining the highlights, problems encountered, and recommendations regarding the effectiveness of this type of approach and any changes to be considered should be included with this final report. The Close-out Report shall be submitted to the Grant Officer listed above, with a copy to the DOL/ETA Regional Office.

Questions and Answers

Attached are some Q&As which have been compiled based upon frequently asked questions that have been raised by Disaster grantees and service providers over the past few years. They are included to provide some guidance, as appropriate.

Attachment:
Q&As Related to Disaster Grants

ASSURANCES AND CERTIFICATIONS

The Grantor will not award a grant where the Grantee has failed to accept the assurances and certifications, along with the miscellaneous provisions and representations and understandings contained in this section. In performing its responsibilities under this project, the Grantee hereby certifies and assures that it will fully comply with the following:

I. **ASSURANCES AND CERTIFICATIONS:**

In accepting these National Emergency Grant (NEG) funds, the Worksite Employer hereby acknowledges, and agrees to comply with, the following statutory, regulatory and policy provisions:

A. **PREVAILING RATE:** The Worksite Employer assures that temporary employees will be paid the higher of the federal, state, or local minimum wage, or the prevailing rates of pay for other individuals employed in similar occupations by the same employer.

B. **MAINTENANCE OF EFFORT:** The Worksite Employer assures that these funds will only provide for employment opportunities that are necessary for disaster recovery.

C. **DISPLACEMENT OF CURRENTLY EMPLOYED WORKERS:** The Worksite Employer assures that no currently employed worker shall be displaced by any employee, including partial displacement such as a reduction in hours of non-overtime work, wages or employment benefits. No employee shall be employed or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the Worksite Employer has terminated the employment of any regular employee, or has otherwise reduced its work force with the intention of filling the vacancy so created by utilizing an employee.

D. **HEALTH AND SAFETY STANDARDS:** Health and safety standards otherwise applicable to working conditions of disaster employees shall be equally applicable to working conditions of the regular employees. The Worksite Employer assures that appropriate standard for health and safety will be maintained, including adherence to both federal and state Child Labor Laws.

E. **Fish and Wildlife Service (FWS)** - In order to ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. NEPA and ESA require NEG projects to either affirm to FWS that there are no endangered species or habitats within the project area, or to consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. For more information, contact a local FWS field office (www.fws.gov/offices/). **SECTARIAN ACTIVITIES:** The Worksite Employer assures that employees will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.

F. **COLLECTIVE BARGAINING AND UNION ACTIVITIES:** The Worksite Employer assures that any work conducted under this project will not impair existing contracts for services or collective bargaining agreement between the Worksite Employer and other parties, nor will it assist, promote or deter union organization.

G. **LOBBYING AND POLITICAL ACTIVITIES:** The Worksite Employer assures that any work conducted under this project will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.

H. **CERTIFICATION REGARDING LOBBYING:** The Grantee certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member 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 making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. 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, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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 Section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I. **DRUG FREE WORKPLACE CERTIFICATION:** The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about:

   A. The dangers of drug abuse in the workplace;
   B. The grantee's policy of maintaining a drug-free workplace;
   C. Any available drug counseling, rehabilitation, and employee assistance programs; and

D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:

   A. Abide by the terms of the statement; and

   B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(B), with respect to any employee who is so convicted:

   A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

J. **NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:** As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;

2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I B financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title IB financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

II. MISCELLANEOUS PROVISIONS:

A. PAYMENTS:

(1) The Worksite Employer will assist Employer of Record by providing the appropriate documentation (signed timesheets) to the Employer of Record on a timely basis to ensure the Employee is paid on a timely basis.

B. CHANGES:

(1) There shall be no modification or amendment to these provisions, except in writing, executed with the same formalities as this instrument.

(2) Requests for interpretations of these provisions shall be directed to the Employer on Record and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

C. INTEGRATION OF WORK CREWS: The Worksite Employer assures that, to the greatest extent possible, temporary disaster clean-up workers will be integrated into work crews consisting of regular employees of the worksite employer.

D. DISPUTES: All disputes should be resolved informally. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Worksite Employer to resolve disputes with Employees. If the Worksite Employer has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from the Local Workforce Boards Grievance Procedures.

E. SUBJECT TO FUNDING/BUDGET: It is expressly understood by and between the parties hereto that the Employer of Record is serving solely as distributor of funds provided under the Workforce Investment Act (WIA), and is not obligated to disburse monies from general funds or otherwise to make payments described herein, and further, that this distribution is contingent upon the receipt of WIA funds. The Employer of Record reserves the right to institute an administrative modification to reduce in whole or in part the monies provided in connection with

this project should available monies become insufficient to continue planned work levels.

F. **HOLD HARMLESS:** The Worksite Employer agrees to indemnify and hold harmless the Employer of Record, their officers, officials and employees from and against all claims, liabilities, the damages or suits of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Worksite Employer, its delegates agents or employees, or due to any act or occurrence of omission of the Worksite Employer, including but not limited to costs and a reasonable attorney's fee. In suits against the Employer of Record arising out of this agreement, the Employer of Record, at its sole option, may defend itself or require the Worksite Employer to provide the defense.

G. **DEBARMENT AND SUSPENSION:** The Worksite Employer certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal or State department or agency.

H. **RELATIONSHIP OF PARTIES:** The Worksite Employer does not become the agent of the Employer of Record unless they are one in the same, and will make no representation of such. In agreeing to provide direction and supervision for the employee(s), the Worksite Employer understands that this does not make any employee an employee or agent of Employer of Record, nor is the Employer of Record liable to the Worksite Employer or any third party by reason of any future act or failure to act by any employee on or off the job.

III. REPRESENTATIONS AND UNDERSTANDING:

The Worksite Employer agrees to operate all worksites in accordance with the provisions, conditions and specifications as follows:

1. To insure that employees assigned to worksites will only perform tasks that are a result of the disaster or are necessary because of the destruction in this declared area.
2. To insure that the New York State Department of Labor will be notified as soon as all tasks, which are necessary as a direct result of the destruction, have been completed.
3. To insure compliance with governing state and federal laws and policy.
4. To provide adequate supervision of the temporary employees.
5. To insure integration of temporary workers with regular employees.
6. To provide sufficient work to fully occupy the temporary employees' working hours.
7. To maintain the worksite timesheets and monitoring of hours and attendance.
8. To adhere to applicable wage and hour regulations.
9. To insure safe and sanitary working conditions.
10. To file injury reports when applicable and immediately advise the Employer of Record as the Workers' Compensation provider

EXHIBIT D

Hurricane Sandy NEG Monitoring Guide

Local Area:

Local Government Agency, Non-profit or Public Education Entity Receiving Grant (Sub-Grantee):

Date(s) of Review:

The United States Department of Labor awarded the New York State Department of Labor (NYSDOL) a disaster National Emergency Grant (NEG) for up to *$27,792,296 initially to hire temporary workers to assist in recovery of damages caused by Hurricane Sandy, in the following disaster impacted New York State counties:

> *Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, and Westchester, and any additional counties subsequently designated disaster areas by FEMA.*

This initiative will aid in the recovery of disaster impacted areas, restoring public infrastructure and services so that regular business and employment activities can be resumed, as well as to work on projects that provide humanitarian assistance to victims of the disaster. For the General Comments and Conditions Relating to NEG Disaster Grants (including the Q & As), the Hurricane Sandy Fact Sheet, and for the Additional Special Terms and Conditions, click on the following link: Dol0a1fs1\dol\DEWS-Data\Dews-QA-Program\Hurricane Sandy Disaster NEG Projects

*It is anticipated that the total amount of funds to be awarded will exceed the $27 million, with the final amount yet to be determined.

I. Compliance with terms of the Grant: Eligibility & Worksites (refer to participant record review sheet and worksite review sheet)	
Review Topic	**Comments**
a. Are all participants eligible as per terms of the Grant? (per participant data review sheet) *Individuals eligible to participate in NEG Disaster projects are--* *(1) Individuals who temporarily or permanently lost their employment as a result of Hurricane Sandy: or* *(2) Eligible dislocated workers as defined in WIA Sec. 101(9) who are unemployed; or* *(3) Individuals who are long-term unemployed (defined as jobless for 27consecutive weeks or more).* *Individuals in category 1 are given priority in hiring. Veterans who fall into one of these categories are also given priority in hiring.*	
b. Are the Worksite locations:	

1) Located in the geographic area covered by the FEMA declaration as being eligible for public assistance; and 2) Identified by the State for clean-up; and 3) Fully documented and approved projects with NYSDOL?	
c. Are the Worksites Qualified for this Grant? *Worksites may be established where authorized clean-up, restoration, and service (humanitarian) activities are performed related to the covered disaster. The highest priority is for public facilities which have been most severely damaged, consistent with the strategic plans of the community. The second priority is for private non-profit facilities which have the highest impact on providing needed temporary services and/or restoring public services, etc. Generally, worksites will be limited to public and private non-profit facilities and property where non-participant state and local government employees and employees of applicable non-profit agencies are employed in the clean-up effort. Under certain circumstances, work on private property is authorized to the extent that it meets the requirements.*	
d. If a Worksite is on Private Property, does it adhere to the conditions of the Grant? *Refer to pages 1 of the Hurricane Sandy NEG fact sheet (see top) for the rules involving work on private property.*	
e. Are the NEG funds being used correctly? *NEG funds may only be used to provide temporary employment on projects for the clean-up, demolition, repair, renovation, and reconstruction of destroyed public structures, facilities, and lands within the affected communities. Funds may be used to provide temporary employment in humanitarian assistance jobs (e.g. distribution of food, clothing, shelter, and other types of humanitarian assistance for disaster victims). In addition, these funds may be used to perform work on the homes of economically disadvantaged individuals who are eligible for the Federally-funded Weatherization program, with priority given to services for the elderly and individuals with disabilities.*	

f. **Has the Fish and Wildlife Service (FWS) been contacted by the sub grantee regarding any Endangered Species in the areas where NEG funds are being used?** *In order to ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. NEPA and ESA require NEG projects to either affirm to FWS that there are no endangered species or habitats within the project area, or to consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. For more information, contact a local FWS field office (www.fws.gov/offices/).*	
II. Outcomes & Subrecipient Monitoring– The Grantee (NYSDOL) must provide Bi-weekly Reports to the USDOL beginning from the time the grant is awarded through the first three months of project operation. Thereafter, the report may be submitted monthly, through the end of the temporary job component of grant activities.	
a. Total cumulative participants enrolled in the project, to date.	
b. Total accrued expenditures to date.	
c. Is the local area adequately monitoring the grant?	
d. Is the sub grantee adequately performing its monitoring responsibilities?	
III. Participant Compensation *Rate of Pay* - **Participants must be paid the higher of the Federal, state or local minimum wage, or the comparable rates of pay for other individuals employed in similar occupations by the same employer.** *Overtime* – **Participants may work overtime (subject to regulations of the Fair Labor Standards Act with respect to level of compensation), provided that this is part of the design of the project and regular employees of the employer in question are also working overtime, subject to the limit on duration and level of compensation for workers under this project.**	

Workers' Compensation -- Where state workers' compensation law is applicable, workers' compensation benefits in accordance with such law shall be available to all participants. Where a participant is not covered under a state workers' compensation law, the participant shall be provided with adequate on-site medical and accident insurance for work-related activities. For work-related activities, income maintenance coverage is not required for the participant (WIA Sec. 181(b)(4)).

Health Benefits -- All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work (WIA Sec. 181(b)(5)). If the employer has different policies for temporary employees than for full-time employees, these policies may apply to these participants since the jobs under this grant are classified as temporary.

Retirement -- No contributions to retirement funds shall be made on behalf of project participants from grant funds.

Discuss with sub grantee, and with FOTA, whether the participants are being provided compensation as described above.	

Findings:

1) Issue _____
   Corrective Action _____
2) Issue _____
   Corrective Action _____
3) Issue _____

Corrective Action _____