

**CITY OF AUSTIN
AUSTIN HOUSING FINANCE CORPORATION
GO REPAIR!
PROGRAM GUIDELINES**

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GO REPAIR! PROGRAM GUIDELINES

I. PURPOSE

The purpose of the GO REPAIR! Program is to address substandard housing conditions of low and moderate income homeowners residing within the corporate city limits of the City of Austin. The program provides financial assistance to make repairs that will eliminate health and safety hazards and/or provide improved accessibility. This new program also seeks to remove many of the logistical barriers among local organizations currently operating home repair programs, reduce or eliminate waiting lists and build the capacity of local nonprofits to provide these specific repairs to qualified individuals.

II. AHFC AND SUBRECIPIENTS RESPONSIBILITIES UNDER THE PROGRAM

The Austin Housing Finance Corporation (AHFC) is responsible for GO REPAIR! funding administration. The GO REPAIR! Program is under the administrative control of the AHFC Treasurer. The Treasurer's authority includes, but is not limited to, the following:

- establish processes, procedures and criteria for the development, implementation and operation of the Program;
- establish yearly financial assistance limits based upon available funding; and
- make the final determination in an appeal under the Grievance Procedure.

Program sub-recipients/agencies are responsible for:

- administering and managing the day-to-day activities of the GO REPAIR! Program;
- ensuring compliance with these Program Guidelines, including developing and maintaining all required files, documents, and required reports; and

- complying with all applicable federal, state and/or local laws, regulations and ordinances.

III. SOURCES OF PROGRAM FUNDING

The source of funding for the GO REPAIR! Program budget comes from the AHFC Capital Budget, Affordable Housing Bonds. The budget is anticipated to be authorized by the Austin City Council acting as Austin Housing Finance Corporation Board on October 1, 2016 to fund affordable housing programs. Funding is contingent upon this approval. These funds are being added to existing funds that AHFC currently provides for repairs to homes of people with low to moderate incomes. In the event of a conflict between competing funding sources and the requirements and regulations in a multi-source funded project, the more restrictive requirements will apply. In addition, regardless of the fund source being used, should a conflict arise between the rules of AHFC or the Program Guidelines and fund source, the most stringent fund source interpretation shall govern.

IV. DEFINITIONS

- **AHFC** - Austin Housing Finance Corporation
- **Applicant** -Owner of the Property who is requesting Program assistance.
- **CFR** – code of federal regulations.
- **City** - Austin, Travis County, Texas.
- **Construction Manager** – Subrecipient staff in charge of Construction.
- **Construction Coordinator** – Subrecipient staff in charge of inspection of the Project.
- **Contractor:** Individual or company contracted to perform the work of the Project on the Property.
- **Cosmetic or General Property Improvements** – Repairs of Property solely to improve its appearance.
- **GO – G.O. REPAIR! (For Finance Home Repair)**
- **GO REPAIR!** – program name
- **Guidelines** - This GO REPAIR! Program Guidelines.

- **Homestead** - Real Property as defined under Section 41.002 of the Texas Property Code and designated as homestead Property pursuant to Section 41.005 of the Texas Property Code.
- **HUD** - the U.S. Department of Housing and Urban Development.
- **MFI** - Median Family Income in the Austin area set by HUD each year according to household size.
- **NOFA** - notice of funding availability. The process used for non-profit agencies to compete for funding.
- **Program** - GO REPAIR! Program.
- **Program Delivery** - the cost to deliver the program services by the non-profit participating agency.
- **Project** - The work to be done under an approved application under the Program to provide repairs to an Applicant's Property.
- **Property** - The Real Property, including the Improvements, which is owned by the Applicant and for which application for assistance, is made under the Program.
- **Service Provider** - An organization awarded funding to provide home repair services under the Program.
- **Subrecipient** - Nonprofit Organization or participating Agency.
- **TCAD** - Travis County Appraisal District.

Note: The terms "Applicant," "Owner," and "Homeowner," may sometimes be used interchangeably, but will usually mean the owner of record of the Property who resides in the home or at the site of the construction address.

V. PROGRAM ELIGIBILITY

In order to be eligible for assistance under the Program, the participating Agency must document eligibility of the Applicant, eligibility of the Applicant's Property, eligibility of the Project, and eligibility of the service provider.

A. Eligibility of an Applicant. To be eligible an Applicant must meet all of the following requirements:

1. Application: Applicant must submit a complete and accurate application in the form prescribed by the AHFC in accordance with these Guidelines.
2. Income/Need: Applicant's gross annual household income may not exceed 80% of MFI for the City. MFI is based upon HUD's income limits which are developed annually. Income shall be calculated according to the Part 5 Annual Income method of income calculation as defined in 24 CFR 5.609
3. Adherence to Program Requirements: Applicant must agree to adhere to all Program requirements as established in the current guidelines and NOFA.
4. Previous Assistance: Applicant has not received previous assistance under the Program during the fiscal year in which application is currently being made.

B. Eligibility of Property. To be eligible a Property must:

1. Ownership of Property: Applicant must be the fee simple owner of the Property for which repairs are requested. Ownership will be verified through TCAD.
2. Principal Place of Residence/Homestead: Applicant must have occupied and claimed as Applicant's Homestead the Property for which repairs are requested. Homestead exemption will be reflected and verified through the TCAD web site.
3. Location: The Property must be located within the corporate city limits of the City. Properties located in limited purpose annexed (LPA) areas and Extra Territorial Jurisdictions (ETJ) is ineligible.
4. Taxes: It is the responsibility of the Applicant to be current on all property taxes before program assistance can be provided at the time of application.
5. Insurance: Owner must insure and keep insured the property against loss or damage. This requirement may be waived for applicants earning at or below 30 percent of MFI.

C. Eligibility of the Project. To be eligible a Project must:

1. Funding: The Program must have sufficient funds to pay the anticipated costs of the Project, including Program delivery costs.
2. Feasibility: The Project must be economically feasible under the Program assistance limits with the appropriate justification of cost and repairs.
3. Eligible Repairs: Repairs already done/materials previously purchased by homeowner or participating agency or contractor are not eligible: The Project must only be for currently needed repairs and the future purchase of materials needed for such repairs.
4. Cosmetic or General Property Improvements are not eligible: Any portion of the Project which is only for change but not a repair necessity of the property is ineligible.
5. Type of the repairs: Repairs are limited to:
 - a) accessibility modifications such as ramps, grab bars and hand rails installation, and cabinets,
 - b) electrical, plumbing, mechanical repairs,
 - c) exterior siding repair,
 - d) window and door repairs/replacements,
 - e) drywall and flooring repair,
 - f) Structural carpentry pertaining to structural integrity: support beams, rotten floor joists (usually result of leak), rotten wall members,
 - g) painting as related to repairs,
 - h) roof patches,
 - i) roof replacement,
 - j) Ceiling fans, and
 - k) life safety requirements according to the applicable building code.
 - l) appliances (refrigerator and/or stove) with cost up to \$900 for a refrigerator and up to \$600 for a stove. The Agency could absorb additional upgrades or provide higher priced models using other types of funds. The focus is to provide adequate and safe food storage and food preparation. The appliance replacement will be based on the project assessment and the household's needs.

m) Moreover, repairs that make the property as safe and healthy as possible for all potential occupants are eligible. There are twenty-nine primary Housing Hazards identified in the Healthy Home Rating System that homes should be assessed for and that can be addressed through this Program. The 29 primary Housing Hazards are:

1. Damp and Mold Growth
2. Excess Cold
3. Excess Heat
4. Asbestos, Silica, and other MMF
5. Biocides
6. Carbon Monoxide and Fuel Combustion Products
7. Lead
8. Radiation
9. Uncombusted Fuel Gas
10. Volatile Organic Compounds
11. Crowding and Space
12. Entry by Intruders
13. Lighting
14. Noise
15. Domestic Hygiene, Pests and Refuse
16. Food Safety
17. Personal Hygiene, Sanitation and Drainage
18. Water Supply
19. Falls Associated with Baths, etc.
20. Falling on Level Surfaces, etc.
21. Falling on Stairs, etc.
22. Falling Between Levels
23. Electrical Hazards
24. Fire
25. Flames, Hot Surfaces, etc.
26. Collision and Entrapment
27. Explosions
28. Position and Operability of Amenities, etc.
29. Structural Collapse and Falling Elements

In addition to the primary Housing Hazards identified above, the Austin Housing Finance Corporation reserves the right to fund the remediation of other home-based environmental health hazards or repairs as determined by the inspection/environmental assessment of the property and as approved by the Program.

6. Project Start Time: The project cannot start until a delivery order (DO) number is issued by AHFC staff.

Repairs under this program need not bring the entire housing unit into compliance with the City of Austin Building Code (s), but the replacement of the major systems shall be completed in accordance with the rehabilitation provisions of the City of Austin Land Development Code. Nonprofit organizations will be responsible for requesting the mandatory construction permits. Any repair work requiring licensing or skill beyond the non-profit's capacity to provide shall be sub-contracted.

D. Eligibility of the service provider. To be eligible as a service provider an organization must be:

1. A Non-profit organization
2. A Non-sectarian organization
3. Determined by the IRS to be a 501 (c) (3) corporation
4. Established for the purpose of benefiting low-and moderate income individuals
5. In good standing with the City-AHFC
6. An organization with capacity to implement and complete the program
7. Experience providing housing repairs service. Evidence of providing at least three (3) years of home repairs services. (Previous contracts with AHFC or any other governmental entity, foundations, national organizations; annual reports)
8. Organization must agree to participate in the Department's Green & Healthy Homes Initiative (GHHI) Austin project and

have a representative from the organization attend GHHI Austin meetings as requested by NHCD

VI. ASSISTANCE UNDER PROGRAM

- A.** The program provides up to \$15,000 of assistance per home, per year. In addition, AHFC will reimburse subrecipients an administrative fee not to exceed 20% per project. Additional project costs exceeding the program limit may be covered by other programs or funding sources. All funds paid through the Program are paid to the organization performing the work. The homeowner cannot receive funds through the Program, nor can the homeowner be reimbursed for payments made to others for work done outside the Program.
- B. Types of Costs Covered:** The Program will pay the following types of costs:
1. Costs associated with the review and processing of the application;
 2. Program delivery costs associated with the Project.
 3. Hard costs: construction materials and labor.
 4. Soft costs: Specifications, inspections (to include assessment of a home for the twenty-nine primary Housing Hazards identified in the Healthy Home Rating System), environmental assessments, financing, marketing and management fees included in the 20% of the administrative cost.
- C. Ineligible costs include but are not necessarily limited to:**
1. Outstanding debts owed the City;
 2. Maintenance costs incurred by Applicant;
 3. Flood Plain Insurance;
 4. Property Taxes;
 5. Costs associated with the purchase of the Property;
 6. Temporary housing expenses;

7. Costs for the repair or construction of: wet bars; barbecue pits; bathhouses; burglar bars; carpeting for kitchen, bathrooms, or patios; window treatments (*e.g.* draperies, shades, curtains, mini blinds); driveways and parking lots (except repairs to existing); dumbwaiters; fireplaces (except repairs to existing); flower boxes; garage door openers; greenhouses; hot tubs or Jacuzzis; mobile homes; outdoor fireplaces or hearths; patios or decks (except repairs of existing); photo murals; swimming pools or swimming pool decks; television antennae; tennis courts; and permanently affixed kitchen appliances . AHFC reserves the right to disallow other project costs deemed nonessential to furthering the purpose of the project. Exceptions may apply with previous approval only if they are related to the entire project's scope of work.

- D. Future Assistance:** An applicant receiving assistance from the Program during any one fiscal year, beginning on October 1 and ending September 30, may not receive any additional assistance for the remainder of the fiscal year in which assistance was given. The Program reserves the exclusive right to limit or reject future assistance requests from a previous recipient of Program assistance based on limited funding or if it is determined that there has been lack of due diligence by the recipient in maintaining the property. Priority shall be given to applicants who have not received Program assistance within the last year.

VII. APPLICATION AND ELIGIBILITY DETERMINATION

- A. Requirements:** The application must be complete. In order to be considered complete, it must include the following documents:
1. Original application form completed and signed by applicant and co-applicant.
 2. Wages & salaries
 - a. Four (4) of the most recent pay stubs (Four consecutive; must be provided for every member of your household who is age 18 or older and employed) or other documentation of wages &

salaries. Program does not accept bank statements or copy of checks in lieu of pay stubs.

3. Verification of Benefits and/or Pensions
 - a. Proof of amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment.
4. Verification of other income
 - a. Proof of payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. Net income from the operations of business. Proof of amount of periodic and determinable allowances, such as child support payments, spousal support/alimony payments, and regular contributions or gifts received from persons not residing in the dwelling
5. Copy of social security card
6. Copy of picture identification by the applicant and co-applicant (Texas Driver's license or Texas Identification Card or Passport)

The above referenced documents are not all-inclusive. The Program reserves the right to request additional information and documentation from the applicant in order to determine eligibility. The Program is under no obligation to continue to process an application should requested information or documentation not be furnished within the time specified. Should the information not be provided, the application may be considered incomplete and the file closed.

B. Approval/Disapproval: For an applicant to be approved, at a minimum the following must be in place:

1. The applicant has submitted all requested information and documentation.
2. The applicant has been verified as income eligible.
3. The property is located in an approved location.
4. The type of construction has been determined and is cost feasible.
5. There is sufficient fund availability.

6. The applicant is the owner of the property and will use it as the primary place of residence.
7. The applicant agrees to the project terms and conditions.

The Program reserves the right to place additional requirements for project approval on a case-by-case basis.

C. Denial/Cancellation/Closure: Once an application has been reviewed and denied for legitimate Program reasons, the application will be retired and considered closed. If an applicant should wish to be considered for assistance in the future, the applicant must complete and submit a new application in the next fiscal year. The Agency will not retrieve or utilize any previous application information. The Agency reserves the right to cancel any application if the applicant does not provide all required documentation within 30 days of original application. Should an application be terminated, the Agency may notify the homeowner within 15 days of the termination date.

D. Disqualification of Applicants. Any applicant, at any stage of the Program process, who knowingly presents false or misleading information, makes false statement, or misrepresents himself or herself or their financial condition to the Program and/or staff, will be disqualified from the Program. Disqualification can also occur if the applicant fails to work cooperatively and constructively with the Contractor or Service Provider at any stage of the Program process.

VIII. CONSTRUCTION

A. Contractor Eligibility/Registration: Only Contractors who meet minimum eligibility requirements under the Program are eligible to bid on Projects under the Program. Contractors who are interested must apply with AHFC or the selected sub-recipient to be on the registered contractor's list at the City Purchasing Office.

B. Procurement: Subrecipients (Nonprofits organizations) must follow their written procurement policies. Policies need to be reasonable and allow for fair competition and be in compliance with the City of Austin's applicable regulations.

C. Applicant Involvement: Upon review and approval of the preliminary analysis by the Program staff, detailed repair specifications will be developed and reviewed with the applicant. Upon the applicant's approval of the specifications, the project will be bid out to licensed and bonded contractors.

D. Warranty: The Contractor/Nonprofit will provide program Applicant with one (1) Year warranty for labor and materials furnished for the Project or the term required by the applicable regulation. It is the responsibility of Owner to notify the Contractor/Nonprofit of any Warranty claims during the applicable period. AHFC is not responsible for any Warranty claims by Owner. Further, Contractor is not responsible for any Warranty claims due to lack of maintenance or negligence on the part of Owner.

E. Temporary Housing Expenses: The Program will not reimburse the Owner for temporary housing expenses. Most work done under the Program will not require the Owner to vacate the premises. If environmental issues such as lead, asbestos, and mold arise during the project the appropriate agency shall be notified by the Agency in charge for the project.

F. Utility Costs during Construction: During construction, it may be necessary for the Contractor to access and use electricity and/or water to complete construction of the Project. Applicant will pay all costs for such utility usage by Contractor on the Project.

G. Dispute Resolution: It is the responsibility of Applicant, the Contractor and Agency for the Project to resolve any disputes regarding the quality of the work performed both during and after construction. During the course of the Project, AHFC/Sub-recipient may render opinions on contract specifications, work quality or work completion. However, AHFC/Sub-recipient will not serve in any way as an arbitrator or mediator. If Applicant and Contractor are unable to resolve disputes between themselves, dispute may be forwarded to the Construction Manager or designee for review and an opinion on resolution of the dispute. If the opinion is not acceptable to both Applicant and Contractor, they will be required to proceed to Binding Arbitration.

H. Binding Arbitration: In cases where the Applicant and Contractor cannot resolve a dispute under Section IX.G, Applicant and Contractor must then submit the dispute to Binding Arbitration. Binding Arbitration will be administered through an agency selected by the Program. The cost of the Binding Arbitration will not exceed \$500 and will be a cost eligible for payment under the AHFC/Sub-recipient contract. The decision of the arbitrator will be final and shall be binding on Applicant and Contractor and will be adhered to by AHFC.

I. Payment to Contractor: Construction may begin after a Delivery Order number is issued and required permits are secured. During construction, the Construction Coordinators from the Agency are to make periodic inspections to ensure work is completed in a satisfactory manner. The Applicant and Construction Coordinator will review work for draw requests and both shall sign off before payment is issued. Funds provided by the Program will not be given directly to the Applicant, but will be retained in City of Austin accounting system and disbursed by AHFC under the Program after required inspections and approvals.

J. Contractual Requirements: A contractual agreement between AHFC and the Subrecipient is required. Subrecipient must agree to provide, oversee, administer, and carry out all activities and work described in the Contract Agreement.

K. Payment to Subrecipient (Nonprofit Organization): AHFC will pay for work that is satisfactory and complete. AHFC will reimburse the Subrecipient for eligible expenses incurred in the previous calendar month. Funds are requested by the Subrecipient in the manner described in the Subrecipient Agreement. Unless authorized by AHFC, two requests for payments for Operations and Construction shall be requested each month. Appropriate documentation is required.

L. Program Operations: The Subrecipient shall develop and maintain a procedure manual to demonstrate how the program is to be carried out. The procedures manual will be submitted to AHFC.

M. Insurance: Subrecipient shall carry Statutory Workers' Compensation and Employers Liability, Commercial General Liability, Business Automobile Liability, and Directors and Officers Coverage on types and amounts of duration according to Subrecipient Agreement.

Any exceptions to the requirements must be approved by the City of Austin Risk Management Division according to the most current regulations.

- Statutory Workers' Compensation and Employers Liability coverage with minimum policy limits for Employers' Liability of \$100,000 body injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee shall be provided.
- Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverage A & B.
- Business Automobile Liability for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability per accident.
- Directors and Officers coverage with a minimum of not less than \$250,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacity as such.

Specific policy endorsements and provisions are described on the Subrecipient Agreement.

N. Reports and Record Keeping: Subrecipient will require collecting certain data and submitting monthly reports in the format prescribed by the Program Agreement. In addition, Subrecipient will follow the retention periods according to the funding regulations and the City of Austin retention periods. Reports include:

1. Monthly Reports
2. Performance Report
3. Client and Demographics Reports
4. Contract/Subcontract
5. Close-out Report

O. Records Retention: The final maturity of the bond series plus three years is the general retention length for IRS purposes.

IX. OTHER PROGRAM REQUIREMENTS

A. Non-Discrimination: It is the policy of the Program, AHFC and the City that there is no discrimination based upon race, color, creed, religion, sex, national origin, disability, student status, marital status, familial status, sexual orientation, gender identity, or age. The Program will operate in accordance with all applicable federal, state and local Fair Housing and Equal Opportunity laws and regulations.

The Program is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Assistance may be obtained by calling (512) 974-3100 (voice) or Relay Texas at 1-800-735-2989 (TDD). Lee Nguyen is the City's Section 504/ADA Coordinator. His office is located at 505 Barton Springs Road, Suite 600. For questions and complaints about Section 504/ADA rights, he may be reached at (512) 974-1897.

B. Program Performance Measurement: For purposes of reporting the progress and accomplishments under the Program for each fiscal year, a pending Project (application received, under review or under construction) shall not be counted toward the Program unit's annual goal. Complete Projects (construction complete and owner approval given) are counted toward the Program unit goal for the fiscal year.

C. Performance Benchmarks for Subrecipient: The initial term of this program will be for 11 months, with the specific performance benchmarks from the contract start date:

1. At four months: At least 30% of households to be assisted
2. At seven months At least 60% of households to be assisted
3. At eleven months: At 100% households to be assisted, 100% of funds must be committed and 100% of funds drawn down.

Upon meeting or exceeding these benchmarks, Nonprofits may reapply for any remaining funds. Failure to meet benchmarks, however, will prevent further reimbursements and may halt program activities.

D. Default: Default shall exist if any use of GO REPAIR! Funds for any purpose other than authorized in the GO REPAIR! written agreement or any breach of any covenant, agreement, provision, or warrant of the sub recipient made in the GO REPAIR! application or in the agreement.

E. Program Violations: Should an applicant violate Program guidelines, the applicant will be notified of the violation in writing. If the applicant does not take appropriate action to rectify the violation within the time period specified, the Program may seek the legal remedies allowed in their agreement. Although it is not the intent of the Program to gain monetary reimbursement of financial assistance provided to the applicant, the Program may seek legal recourse.

F. Monitoring Plan: The GO REPAIR! Program will be in compliance with the City of Austin Monitoring Plan.

G. Provision of Information: AHFC/Sub-recipients must receive all required information and authorizations to obtain information from Applicant to determine eligibility of the Applicant, the Property and the Project. By making application to the Program, it is understood, agreed and authorized by the applicant that the Program may research, obtain and share credit, financial, and property ownership-related information for the purpose of determining eligibility and the need for Program assistance. The Program may make inquiries and requests for information from past and present employers, landlords, creditors, business associates, etc. for confirmation purposes in order to make a determination of eligibility.

H. Lead-Based Paint: All repairs shall be completed in accordance with the applicable Lead-Based Paint (LBP) regulations of the U.S. Department of Housing and Urban Development in effect at the time this contract amendment is signed. Under the current LBP regulations, Non-profit organizations should be providing all owners of housing constructed prior to 1978 with the booklet *The Lead-Safe Certified Guide to Renovate Right* and must document that the owner has received the

booklet by having the owner sign an acknowledgement indicating receipt of the publication.

- I. **Historical Determination:** It will be required by the Agency only if during the permit application review process it is found that:
 - a.) the structure is designated as a Historic Landmark or
 - b.) the property lies within a National Registered Historic District or
 - c.) the structure is greater than 50 years old (provided the scope of work would include demolition other than all or part of an interior wall, floor or ceiling) further review may be required by the Historic Preservation Office.

- J. Applicant agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, or reproduce, any and all records of *Applicant* related to the performance under this Program. *Applicant* shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of *Applicant* are resolved, whichever is longer. *Applicant* agrees to refund to the City any overpayments disclosed by any such audit. *Applicant* shall include section VIII (**Construction**) in all subcontractor agreements entered into in connection with this Program.

- K. **Publicity Requirements:** All print, video, and audio media which makes reference to GO REPAIR! Program and which is intended for public distribution shall contain a statement to the effect that the funding for the program is provided by the City of Austin and the Austin Housing Finance Corporation. Examples include but are not limited to: brochures, pamphlets, flyers, signs, posters, annual reports, press releases, and public service announcements.

X. GRIEVANCE PROCESS

Persons wishing to appeal any action or inaction under the Program shall submit an appeal in writing to the Contract Manager within 30 days of the action or inaction they wish to appeal. Within 15 days of receipt by AHFC of the written appeal, the Contract Manager for the Program reviews the written appeal and submits to the AHFC

Treasurer a written summary of the written appeal, along with an explanation of any administrative action taken or recommended to be taken. The Treasurer makes a decision regarding the written appeal. The decision of the Treasurer is final and may not be appealed further.
