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**Appraisal Subcommittee**  
*Federal Financial Institutions Examination  
Council*

**Briefing Agenda**

**Date:** June 1, 2022  
**Time:** 10:00 a.m. ET  
**Location:** Go to the Link below to register for the Briefing  
<https://www.zoomgov.com/meeting/register/vJIsfu2sqDgvGzk7pH6pA4-LGN5dMhUvKtU>

**Briefing Topic(s)**

<b>Opening Remarks</b>	<b>Chair Martinez</b>
<b>TAF 2017-2019 Grants Audit</b>	<b>J. Park</b>
<b>TAF Communications</b>	<b>J. Park</b>
<b>Grants Program</b>	<b>D. Graves</b>
<b>ASC Staffing</b>	<b>J. Park</b>
<b>Rulemaking</b>	<b>A. Ritter</b>
<b>NFHA Report</b>	<b>J. Park</b>
<b>PAVE Task Force</b>	<b>J. Park</b>
<b>General Staff Update</b>	<b>J. Park</b>



A Proposal for  
**Organization Structure and Staffing  
Planning Consulting**

For the  
Appraisal Subcommittee of the  
Federal Financial Institutions Examination Council

Presented by  
HR Strategy and Evaluation Services  
HR Solutions  
U.S. Office of Personnel Management

May 23, 2022

## I. Background

The Appraisal Subcommittee (ASC) of the Federal Financial Institutions Examination Council (FFIEC) provides federal oversight of State real estate appraiser and appraisal management company (AMC) regulatory programs. ASC also provides a monitoring framework for the Appraisal Foundation and the Federal Financial Institutions Regulatory Agencies in their roles to protect federal financial and public policy interest in real estate appraisals utilized in federally related transactions. The ASC must also maintain the National Registry of State certified and licensed appraisers. The ASC is overseen by a Board made up of members from the Federal Financial Institutions Regulatory Agencies and is supported by an Executive Director and staff of approximately 12 FTEs working remotely across the country.

The staffing levels and organizational structure of ASC have not changed significantly since the subcommittee's creation in 1989. In that time, ASC's mission and functions have expanded, most notably in taking on oversight of grants and compliance, as well as the AMC registry. With potential additional mission expansions on the horizon, ASC is seeking support to examine its current structure and positions, as well as identify strategies to scale its workforce as needed in the future. The Office of Personnel Management's HR Solutions (OPM) can provide consultation and guidance on structure and staffing planning for ASC. This proposal outlines potential services OPM may provide in support of ASC.

## II. Scope of Work

ASC has indicated a need to identify the necessary positions and structure to meet its mission requirements. In support of this need, OPM may provide the following services:

### 1. Project Management

OPM will carry out a variety of project planning and management activities to enable the success of this project. Specific steps may include:

- Facilitating planning and project update meetings with agency representatives, to include an initial project kick-off meeting.
- Developing concrete timelines, deliverables, and roles and responsibilities for all participants.
- Developing a project plan that identifies all key objectives, milestones, task owners, and relevant timeframes.
- Coordinating with agency point of contact regarding logistics and scheduling for information requests, data collection activities, briefings, or other deliverables.
- Monitoring project work to remain within the scope and funding identified per the Interagency Agreement.
- Producing, maintaining, and managing documents, information, and activities necessary to administer the Interagency Agreement.

## 2. Background and Current State Review

In preparation for tailored consulting, OPM will conduct a review of ASC's current state structure and desired future structure, as well as relevant background materials regarding positions, workload, and mission demands. This review will yield information about the strategic direction of ASC, in order to align eventual consulting discussion and strategies. This analysis will involve a review of the organization's strategic activities and documents (e.g., budget requests/justifications, staffing plans, definitions of roles and responsibilities, relevant laws and regulations, strategic plans, position descriptions, employee engagement surveys or indicators). OPM will consider available current workforce data including types of positions, grades or pay bands, attrition and accession trends, as well as any current existing workload metrics or indicators for various roles.

**Deliverable:** OPM will use the results of this review and analysis to develop consulting questions, discussion topics, and recommendations for ASC. OPM will provide results of any data analysis performed for ASC's future use in workforce planning.

## 3. Organization Structure Design and Staffing Planning Consulting

OPM will partner with ASC to advise on ASC's organization structure design and staffing planning decisions. OPM may consult ASC on such topics as identification of necessary functions within the organization, types of positions, staffing levels, and the desired ASC future state structure. Using the allotted consulting hours, OPM will facilitate at least one working meeting with ASC leadership to consult on key decision points, outline a future state structure and staffing plan, and draft a summary deliverable. OPM may also use available consulting hours to address ad hoc questions from ASC during the life of the project.

**Deliverable:** OPM will facilitate up to 74 hours of organization design and staffing analysis consulting, per this Agreement. Additional support may be added at any point during the life of this Agreement, by mutual consent of both parties. All consulting services will be coordinated and approved through the ASC lead/signatory on this Agreement. OPM will provide a slide deck containing bullet points summarizing notes from its consulting meeting with ASC leadership. The slide deck will summarize ASC leadership's decision points, business case for changes, and considerations for ASC leadership as they prepare to execute their future state actions. OPM's deliverable will also include a visual representation of ASC's desired future state organizational chart. OPM will facilitate a briefing with ASC leadership to discuss the information contained in the slide deck deliverable in preparation for ASC to brief its stakeholders.

## 4. Position Management and Classification

Position management and classification is the foundation of implementing organization structure or staffing changes. OPM will review positions, as necessary, and develop updated position descriptions based on the to-be structure. OPM will work with ASC to prioritize positions with the greatest need

and, upon request, will act as a neutral third party, and perform any combination of the following business processes to conduct a full review and/or complete position classification for the position in question. In support of this effort, OPM will provide the following for each position description requested:

- **Organization/Position Assessment.** OPM will review the mission and functional statements, organizational charts, position descriptions, and other relevant documents to gather information regarding the primary purpose of the position, its relationship to other positions in the organization, external interrelationships, and any other factors important to fully understanding the position.
- **Encumbered Position Review.** OPM will develop interview questions to capture in-depth information about the characteristics of the position that impact the classification; conduct interviews with the incumbent, supervisor, and others with information pertinent to the proper classification of the position; and examine work samples and documents that illustrate the kind and level of work performed. OPM will compare desk audit information and relevant information from the organizational assessment with criteria in the appropriate Position Classification Standards. Based on results from this comparative analysis, OPM will determine the proper title, series, and grade for the position and recommend a classification decision. OPM will provide a detailed evaluation statement that documents the basis for the recommendation. Desk audits can be performed at the client site in person or electronically (telephonic interviews and surveys).
- **Position Description (PD).** Based on information gathered during a desk audit, a supervisory interview, and/or other information sources identified, OPM will develop a description of the duties and responsibilities assigned to a position, the classification factors, and the competencies required to satisfactorily perform the work of the position. Position descriptions are written in plain language and clearly communicate the actions an incumbent must perform in the position, with factor descriptions that are consistent with the assigned duties and responsibilities. Where applicable, OPM will provide a simple review and edit of any existing position descriptions if an evaluation statement is not needed. OPM classification experts will review existing PDs and make a determination whether a simple edit is advisable. These edits will require a lower level of effort as reflected in the “Cost Estimates” section below.
- **Standardized Position Descriptions.** OPM will review source documents, position descriptions, and addendums (where applicable) to confirm information for positions is appropriate for inclusion into a standardized position description. OPM will create a position description to include factor level descriptions which are complete and specific to the position being classified. OPM will make sure the position descriptions are in the approved format. When necessary, OPM will conduct focus groups with subject matter experts (SME) to validate and finalize the new standardized position description(s). Timeframes for completion of standardized position descriptions can vary due to SME availability and the complexity of the job series.
- **Evaluation Statement.** OPM will develop an evaluation statement that documents a thorough analysis of the positions’ characteristics in comparison with appropriate position classification standards, and will include a recommended title, series, and grade based on the

analysis. Evaluation statements will, at a minimum, include title determination, series determination, and list out the factor levels and points assigned to each factor. Evaluation statements will be delivered to the point of contact via email.

- **Cybersecurity Data Standard Codes Determination.** OPM will assess the duties and responsibilities of a position and recommend up to three Cybersecurity Data Standard Codes in order of criticality (i.e., the most critical function of the job is listed first, the next critical function of the job is listed next, and so on).
- **Fair Labor Standards Act (FLSA) Designation.** OPM will recommend a FLSA exemption designation based on work described in the associated position description. The Fair Labor Standards Act requires that all employees in an organization be designated an exemption status (i.e., exempt/nonexempt). This status identifies who is covered by minimum wage and overtime provisions. OPM will review PDs and apply the FLSA primary exemption criteria to the work described.
- **Position Designation.** OPM will recommend a suitability determination, or the degree of potential damage to the efficiency or integrity of the service from misconduct of an incumbent of a position, through OPM's Position Designation System. This establishes the risk level of that position. This assessment also determines if a position's duties and responsibilities present the potential for position incumbents to bring about a material adverse effect on the national security, and the degree of that potential effect, which establishes the sensitivity level of a position. The results of this assessment determine what level of investigation should be conducted for a position.
- **Competitive Area and Competitive Level Codes.** OPM will review established competitive areas and advise on competitive area definitions. OPM will recommend competitive levels using positions' classification series and/or grade.
- **PD Upload Support.** In support of managing and streamlining classification content, OPM is available to review and upload position descriptions and associated documentation into ASC's electronic PD warehouse. OPM classifiers will work with ASC to establish a scorecard for reviewing and tracking existing position descriptions prior to adding to the customer's position description library. At minimum, OPM classifiers will review position descriptions for adherence with guidance provided in The Classifier's Handbook and OPM's classification standards. Additional fields may be reviewed (e.g., FLSA designation, competitive level codes) at the agency's request. Content not meeting agency-established minimally acceptable standards, will be documented and reported back to the customer prior to being uploaded into the system. In addition to providing review and upload support, OPM's classification experts are available to correct identified classification issues and to evaluate organization-wide position management and classification impact in reference to provided organization charts and/or position data.
- **Position Management and Classification Consulting.** OPM will be available to offer position management and classification consulting services to the organization. Deliverables may be in the form of verbal or written briefings, meetings, written documents and/or reports, and will be agreed upon by ASC and OPM.

### III. ASC Responsibilities

Under the terms of this Agreement, ASC agrees to perform the following activities and provide the following resources in support of these services:

- Provide a single point of contact who will serve as the project manager/coordinator with ASC stakeholders throughout the duration of the Interagency Agreement.
- Provide necessary data and information to OPM as specified in this Interagency Agreement. The information must be received in a timely manner for the project timeline to stay on target.
- Coordinate the scheduling of meetings with ASC participants.
- Communicate the established meeting dates to potential participants and handle logistics, including audio/video-related activities.
- Work with OPM to refine and finalize protocols and meeting content.
- Define participant groups and provide participant lists (including valid email addresses and participant group affiliation, if necessary).
- Inform OPM of changes or delays in stakeholder inputs.

### IV. Timeframes

Project Planning and Management .....	Duration of Project
Background and Current State Review .....	Months 1-2
Organization Structure Design and Staffing Planning Consulting .....	Months 3-4 <sup>1</sup>
Position Management and Classification .....	up to 3 actions per month

### V. Cost Estimates

Project Planning and Management .....	N/A <sup>2</sup>
Background and Current State Review .....	\$34,500
Organization Structure Design and Staffing Planning Consulting .....	\$23,402 <sup>3</sup>
Position Management and Classification .....	TBD
<i>Vacant GS Position with Comprehensive Evaluation .....</i>	
	<i>\$4,000 per action</i>
<i>Vacant GS Position with Summary Evaluation .....</i>	
	<i>\$3,500 per action</i>
<i>Developmental PD's for completed FPL PD's .....</i>	
	<i>\$2,000 per action</i>
<i>PD Consistency/ Recertification Review .....</i>	
	<i>\$2,000 per action</i>
<i>Cybersecurity Data Code / PD Recommendation .....</i>	
	<i>\$275 per PD</i>

<sup>1</sup> Estimated 74 consulting hours spread across 2 months.

<sup>2</sup> Project planning and management costs are included in the estimates for each service. Additional project management costs may be required if additional services are funded or if timelines are extended.

<sup>3</sup> Based on 74 consulting hours. Additional consulting hours can be added at a rate of \$275/hour

*Position Management and Classification Consulting ..... \$275 per hour*

Cost and timeframe estimates provided in this agreement are limited to the terms and conditions defined herein. In the event of any of the following, the estimates not binding and are subject to change as described below.

- The statement of work (SOW) as provided is revised, altered, or changed. This includes revisions, alterations, or changes to the scope, timeline, deliverables, and/or resources committed to the work. Revisions, alterations, or changes may result in a new or revised SOW and new or revised cost and/or timeline estimates. As with the currently defined terms and conditions herein, both parties must mutually consent to delivery and receipt of work under any new terms and conditions prior to work commencing and/or proceeding.
- The cost and timeframe estimates are contingent upon a final agreement being reached within six (6) months of receipt of this document. If the Interagency Agreement is not finalized within this period, the cost estimate may be revised. Both parties must mutually consent to delivery and receipt of work under any new terms and conditions prior to work commencing and/or proceeding.

## VI. Other Provisions

**Representation by OPM:** OPM represents to ASC that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the authority to enter into and perform this Agreement; and that its performance of this Agreement will not infringe upon or violate the rights of any third party or violate any Federal, state or municipal laws of which OPM is aware.

**Agency Policies:** Nothing in this Agreement is intended to conflict with current OPM or ASC directives. If the terms of this Agreement are inconsistent with existing directives of either of the agencies entering into the Agreement, then those portions of this Agreement determined to be inconsistent will be invalid; however, the remaining terms and conditions not affected by the inconsistency will remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished by either an amendment to the Agreement or by entering into a new Agreement, whichever is deemed expedient to the interest of both parties.

**Confidentiality:** OPM recognizes and acknowledges that this Agreement creates a confidential relationship between OPM (any OPM government to government service provider) and ASC and that information provided by ASC, whether written, oral, or otherwise, may be confidential in nature. OPM will not disclose ASC's confidential information, except where required by law.

**Publicity & Public Statements:** OPM reserves the right to promote the existence and nature of the project and the parties to the Agreement (not including monetary value of the project or Agreement) for business development purposes.



**Scope of Agreement:** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

**Disagreement on Interpretation of Agreement:** Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties will forward the written presentation of the disagreement to respectively higher agency officials for appropriate resolution.

**Review by Inspector General:** Under the Inspector General Act of 1978, as amended, 5 USC App. 3, a review of this Agreement may be conducted at any time. The Inspector General of OPM, or any duly-authorized representatives, will have access to any pertinent books, documents, papers, and records of the parties to this Agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

## VII. OPM Contact

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