

FIFTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT to the Contract for Services dated July 1, 2014, is made and entered into February 23 2018 (the "Fifth Amendment"), between Moss Cape, having an office located at 200 Vesey Street, Suite 2400, New York, NY 10281 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, Contractor was a successful bidder pursuant to a request for proposals issued by HTFC on April 4, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on July 1, 2014, pursuant to which Contractor provides certain services in support of HTFC's administration of the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program; and

WHEREAS, HTFC's Governor's Office of Storm Recovery ("GOSR") is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this particular Agreement; and

WHEREAS, Contractor's Total Fee in the Contract for Services dated July 1, 2014 totaled \$23,386,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement, on April 17, 2015 which increased the Total Fee to \$23,435,733.26; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on April 17, 2015 which increased the Total Fee to \$24,550,608.26; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on June 30, 2016 which extended the Term to February 28, 2017; and

WHEREAS, HTFC and Contractor entered into a Fourth Amendment to the Agreement on March 1, 2017 which extended the Term to February 28, 2018; and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within the scope of services sought under the RFP and provided by Contractor under the Agreement;
and

WHEREAS, HTFC and Contractor desire to amend the Agreement by means of this Fifth Amendment in order to extend the Term to allow Contractor to perform additional services;

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The first sentence of Section 4 of the Agreement, entitled "Period of Agreement," is hereby deleted and replaced with the following: "This Agreement shall commence as of the Effective Date and shall terminate on February 28, 2019."
2. Exhibit A2 to this Fifth Amendment, entitled "Scope of Services: *March 1, 2018 – February 28, 2019*," hereby supplements Exhibit A to the Agreement, entitled "Scope of Services".
3. Exhibit B1 to this Fifth Amendment hereby supplements Exhibit B to the Agreement.
4. All other terms and conditions, including appendices, attachments, exhibits, riders and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this Fifth Amendment on the day and year first above written.

Moss Cape

By: _____

Name: Jeffrey Babos
Title: Executive Vice President
Date: 2/22/2018

Housing Trust Fund Corporation

By: _____

Name: *David Greene*
Title: *GC*
Date: *2/23/18*

EXHIBIT A2

SCOPE OF SERVICES

March 1, 2018 - February 28, 2019

Scope ID	Scope Description	Contract Description
#1: Intake & Application Preparation	<p>Applicant has completed an application, and the case manager may have had a meeting with the applicant.</p> <p>Duplication of Benefits (DOB) – the 1st of 3 meetings. The Case Manager meets with the homeowner and reviews payments that they have received from Federal, State, local and/or private sources for disaster-related assistance.</p>	<p>-Educate and guide applicant through the program, requirements, and timing.</p> <p>-Perform initial application and screening processes</p> <p>-Collect all required documentation</p> <p>-Maintain records and communications in coordination with AFWA and the property owners.</p>
#2: Verification of Eligibility for Benefits	<p>VOB Completed</p> <p>Verification of Benefits (VOB) – Date at which Verification of Benefits has been 100% complete and an Award Statement is ready to be prepared.</p>	<p>-Evaluate documentation submitted to determine eligibility for CDBG funds</p> <p>-Review all receipts provided by homeowner</p> <p>-Calculate preliminary amount of funding property owner is eligible to receive</p> <p>-Advise applicants who are eligible of their status and inform them of the process for appeal</p>
#3: Benefit Review and Award Finalization	<p>Offer Meeting Held</p> <p>Date at which the prepared Offer package is presented to Homeowner; homeowner signs, opts out, appeals, requests a revision and/or refuses to sign.</p>	<p>-Complete duplication of benefits review</p> <p>-Collect receipts for previous work to determine eligible amount for reimbursement</p> <p>-Prepare a funding award agreement and notice to proceed, and obtain required signatures on forms</p>
#4: Offer Revised	<p>This covers the effort and costs associated with re-running VOB, generating a new offer package, and presenting the new offer to the homeowner or GOSR can request this action. GOSR will approve all requests. May be hit twice only when a repeat offer revision is required due to:</p> <ol style="list-style-type: none"> 1. Duplication of Benefits: NYHRR 2. Duplication of Benefits: IMA 3. GOSR Policy change 4. GOSR recalculation requests for recapture or other reasons 	<p>-Complete duplication of benefits review</p> <p>-Collect receipts for previous work to determine eligible amount for reimbursement</p> <p>-Prepare a funding award agreement and notice to proceed, and obtain required signatures on forms</p>
#5: Offer Appealed	<p>Offer Appealed</p> <p>This covers the effort and costs associated with re-running VOB, generating a new offer package, and presenting the new offer to the homeowner. Facilitation of secondary/appeal appraisal. The homeowner requests this action and GOSR approves.</p>	<p>-Complete duplication of benefits review</p> <p>-Collect receipts for previous work to determine eligible amount for reimbursement</p> <p>-Prepare funding award agreement and notice to proceed, and obtain required signatures on form</p>
#6: HUD Draw Funding Requested	<p>HUD Draw</p> <p>A draw request is prepared by a collaboration of the title company, closing team and state's attorney, a batch is prepared based on clear title and the homeowner's availability to close within a certain time.</p>	<p>-Schedule loan closing meeting</p> <p>-Obtain title search and title insurance</p>
#9: Closing Completed	<p>Closing</p> <p>Once HUD Draw Request is funded, an appointment is scheduled with Homeowner and State's Attorney and all closing documents are signed.</p>	<p>-Assemble and file the property lien utilizing documents provided by GOSR. Closing completed.</p>
#10: Relocation/ Replacement Draw Requested	<p>Relocation Incentive Draw</p> <p>Homeowner provides HUD-1 from the purchase of the new home for the 5% incentive. Property is confirmed that it is eligible (not in a flood zone) by GIS Project Manager. A HUD Draw request is prepared based on 5% of the Pre-Storm Fair Market value of damaged property. Relocation incentive check is delivered to the homeowner.</p>	<p>-Assist with relocation of occupants, when required</p> <p>-Schedule closing meeting</p>
#11: Final Close-out/Home-owner Opt-out	<p>Rescinded/Opt Out</p> <p>Because Buyout/Acquisition is a voluntary program, the homeowners may rescind (Opt Out) participation at any stage in the process. In the Buyout program, they may re-enter, however, in the Acquisition program, Opt Outs are final. MC may become aware of the homeowner's decision</p>	<p>-Implement procedures for recapture of funds in the event of default. Administration of post-closing payments.</p>

	<p>in various ways (i.e., during the Offer Meeting, verbally by phone calls, etc.)</p>	
<p>#12: Pre-capture</p>	<p>Pre-capture Case Management</p> <ol style="list-style-type: none"> 1. Complete a full review of each applicant's file that has been identified as a pre-capture. 2. Collect documents that are necessary for the pre-capture process, including documentation that could potentially reduce the recapture amount under existing program guideline. 3. Communicate a final recapture amount to applicants. 4. Provide Case Management services as needed and update IntelliGrants throughout the Pre-capture process. 	<p>-Recapture Verification of Benefits Award Statement page must be completed with all pertinent data in IntelliGrants.</p> <p>-Finding Home owner to be recorded in IntelliGrants by:</p> <ul style="list-style-type: none"> • Minimum of three phone calls • One (1) certified letter • Internet search of all applicable sites • Lexus nexus search <p>-Offer Revision Letter sent to home owner</p> <p>-All correspondence to be logged in IntelliGrants communication log</p>

EXHIBIT B1

Title	Hourly Rate
Senior Program Manager	\$172.00
Senior Case Manager	\$80.00
Senior VOB Manager	\$85.00
Intelligrants Technical Support	\$150.00
Case Manager Lead	\$90.00
Case Manager	\$70.00
IT Specialist	\$150.00