

SECOND AMENDMENT  
OF  
AGREEMENT

THIS SECOND AMENDMENT to the Agreement dated March 14, 2014 is made and entered into 24 April 2015 (the "Second Amendment") between Innovative Emergency Management, Inc., having an office at 2801 Slater Road, Suite 110, Morrisville, North Carolina 27560 ("Contractor") and the Housing Trust Fund Corporation, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor was the successful bidder pursuant to a request for proposals issued by HTFC on August 5, 2013;

WHEREAS, HTFC and the Contractor entered into an Agreement on March 14, 2014, pursuant to which the 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 (the "Agreement");

WHEREAS, HTFC and the Contractor desire to extend the term of the Agreement through April 1, 2016;

WHEREAS, HTFC requires additional tasks and responsibilities of the Contractor;

WHEREAS, HTFC and the Contractor desire to amend the Agreement by means of this Second Amendment in order to ensure the safeguarding of CDBG-DR funds;

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 I.C. of the Agreement shall be amended and is hereby replaced in its entirety with the following:

The Contractor agrees that in no event will HTFC pay Contractor more than \$84,003,877.72 ("Total Fee") for the Services under all Task Orders under this Agreement.

2. The first sentence of Section I.G. of the Agreement shall be amended and is hereby replaced in its entirety with the following:

The period of this Agreement shall commence as of the Effective Date and shall terminate on April 1, 2016, unless extended by mutual agreement of the Parties.

3. The Scope of Services, Exhibit A, second paragraph shall be amended and is hereby be replaced in its entirety with the following:

*Program Management*

Provide a Program Director, Deputy Director, and program staff to perform critical functions of QA/QC, information management, communications and public relations, legal, finance, monitoring and evaluation, reporting, operational improvement, cross-site management and coordination and coordination with and oversight activities associated with providing assistance to homeowners in understanding and navigating construction process. and construction management activities. Construction management coordination may include, environmental review activities, property management activities, security for properties and other related activities. The timeline for Program Management functions runs for the full term of the Agreement.

Contractor shall deliver to HTFC the following:

- Monthly budget, staffing, and issue resolution reports, due on the 15<sup>th</sup> business day of the following month;
- Monthly summaries detailing Program Management activities performed, , due on the 15<sup>th</sup> business day of the following month;
- Operational process, procedure, and process improvement documents as generated and/or requested;
- Detailed field staff training materials as determined necessary by HTFC to memorialize changes in operations and policy;
- Daily reports for award calculator runs, , due by 9:00 AM ET the following business day;
- Upon request, prepare a check rounds, produce the potential round report, reconstruction print file and HUD draw ;
- Upon request, produce a final reconstruction print file with updated check numbers;
- Communications and public relations campaign plans as requested; and
- Subject matter reports as requested by HTFC.

4. The Fee Schedule, Exhibit B, shall be amended and is hereby replaced in its entirety with the following:

See attached Revised Exhibit B.

5. All other terms and conditions of the Agreement hereby continue in full force and effect.



**EXHIBIT B**  
**FEE SCHEDULE**

<b>Category</b>	<b>Authorized</b>	<b>Reserved</b>	<b>Total</b>
One-Time Costs for Startup Operations	\$943,984.67	\$ -	\$943,984.67
Cost for Program Management	\$7,542,654.28	\$7,291,232.49	\$14,833,886.77
Case Management Costs	\$20,189,718.00	\$45,893,185.89	\$68,226,006.28
	<u>\$28,676,356.95</u>	<u>\$55,327,520.77</u>	<u>\$84,003,877.72</u>

**Fixed Fee:**

Startup Operations	\$943,984.67
Program Management Services	\$14,833,886.77

**Unit Costs:**

CASE MANAGEMENT UNIT COSTS	
Case Management Unit Costs	Per Unit
Application review and DOB preparation	
Call Center	38.89
Review & Oversight	78.14
Application Review	423.04
DOB Preparation	57.61
Verification of eligibility for benefits	
Verification Oversight	118.88
Eligibility Processing	622.39
Title Review	132.52
Title Abstract	150.00
Coordination with construction management	
Construction Management Liaison	211.19
Benefits review and award finalization	
Benefits review & award finalization (Enhanced Payment)	3290.81 <sup>1</sup>
Payment oversight & Payment Processing	85.09 <sup>2</sup>
Payment Processing, closing & file closeout	
File Closeout	164.99
Closing Applicant Record	219.11
<b>TOTAL (BENEFITS REVIEW, PAYMENT, CLOSEOUT AND CLOSING)</b>	<b>\$3,760.00</b>

<sup>1</sup> Enhanced Payment shall be adjusted to reflect prior GOSR payment of pay points achieved by applicant as outlined by the previous paypoint valuation. The enhanced paypoint will be achieved when an ineligible application is deemed to be VOB Q/C complete and an eligible application has achieved pay point 10 and is VOB Q/C complete. Payment shall be adjusted to reflect prior GOSR payment of paypoints achieved by applicants. Under no circumstance is CONTRACTOR eligible for Enhanced Payment for applicants which have already completed VOB Q/C Complete and Benefits Review/Award Finalization.

<sup>2</sup> For every check issued to an applicant after the first check, the Contractor will earn an additional \$85.09. These subsequent check issuance payment are not factored into the \$3760.00 total unit cost.

Title review excludes title curative work.

Closing excludes formal closing fees associated with property transfer or acquisition.

**Time and Materials:**

HTFC shall issue T&M task orders on an as needed basis and at its sole discretion.

Hourly rates for IEM and original subcontractors (as defined below).

**Managers**

Executive Director	\$308.05
Deputy Director	\$279.46
Alliance Executives	\$308.05

**Specialists**

Quality Assurance/Control	\$162.85
Legal	\$308.05
Finance	\$197.85
Coordination with Construction	\$197.85
Subject Matter Experts	\$279.46
Information Management Specialists/Leads	\$197.85
Monitoring and Evaluation Lead	\$197.85
Operational Evaluation and Improvement Lead	\$197.85
Reporting Lead	\$197.85

**Case Management**

Case Work Program Director	\$220.89
Case Work Site Manager	\$197.85
Case Work Team Leader	\$162.85
Case Worker	\$133.89
Case Worker Buyout	\$133.89
VOB Award Specialist	\$197.85
Case Work Intake Assistant	\$52.02
Case Work Assistant	\$104.92
Fiscal Staff	\$162.85
Legal Technician	\$197.85

**Travel Costs:**

Travel costs shall be billed at cost pursuant to the Federal Travel Regulations (41 C.F.R. Chapters 301 and 302). No markup is allowed to travel costs.

**Original Subcontractors:**

HORNE, LLP  
Agate Software, Inc.  
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC  
The Dewberry Companies, Inc.

Elite Business Strategies, LLC  
Enterprise Community Partners, Inc.  
H2O Partners, Inc.  
R.W. Block Consulting, Inc.  
Star Interpreting and Translating, Inc.  
St. Martin Brown & Associates, LLP  
VOICES of September 11<sup>th</sup>  
Zimmerman/Edelson