

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Third Amendment (“3rd Amendment”), dated for convenience as of this _____ day of _____, 20____ (“Effective Date”), is to that certain Agreement for Professional Services by and between the Sonoma County Community Development Commission (hereinafter “Commission”), and Nan McKay and Associates, Inc. (hereinafter “Consultant”), dated as of August 31, 2020 (the “Original Agreement,” as previously amended and supplemented by the First Amendment and Second Amendment, and collectively, the “Amendments”, and as further supplemented and amended by this 3rd Amendment, collectively the “Agreement”).

RECITALS

WHEREAS, Commission and Consultant previously entered into the Original Agreement to provide HUD-required initial eligibility and recertification processes and related services ; and

WHEREAS, Commission and Consultant previously entered into that certain First Amendment to Agreement for Professional Services to provide for a term expiring December 31, 2021; and

WHEREAS, Commission and Consultant previously entered into that certain Second Amendment to Agreement for Professional Services to set forth a new scope of work in “Restated Exhibit A”; and

WHEREAS, Commission and Consultant desire to amend the Agreement in order to (1) streamline processes and modify the pricing for services under the scope of services, which are set forth in a new Restated Exhibit A-1, and (2) increase the not to exceed amount from \$50,000 to \$250,000; and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to amend the Agreement as set forth above.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the receipt and adequacy of which is acknowledged, the parties hereto agree as follows:

AGREEMENT

As of the Effective Date, the Agreement shall be deemed to be amended in the following manner:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a part of this Amendment.

2. The Original Agreement had two "Section 2" headings. These sections shall be deleted in their entirety and replaced with the following language:

2. Payment

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A provided, however, that total payments to Consultant shall not exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00), without the prior written approval of Commission. Consultant shall submit its bills in arrears on a monthly basis in a form approved by Commission. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of Commission business after presentation of an invoice in a form approved by the Commission for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the Commission.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the Commission shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise shall be amended to provide as follows: The total payments to Consultant under the Agreement shall not exceed \$250,000, without the prior written approval of Commission.

In signing this Agreement, Consultant acknowledges receipt of the following information regarding funds(s) that will be used to pay this Agreement:

CFDA Title: Public and Indian Housing

CFDA Number: 14.850

Award Name: HCV CARES Act Administrative Fees

Award Number: 2021 Housing Choice Voucher Administrative Fees

Award Year: 2021

Awarding Agency: U.S. Department of Housing and Urban Development

Pass-Through Agency: N/A

Commission Federal Tax Identification Number: 94-2158408

Consultant Federal Tax Identification Number: 41-1381008

3. Section 3 of the Agreement (Term) is deleted in its entirety and replaced with the following language:

3. Term of Agreement. The term of this Agreement shall be from Effective Date to December 31, 2022 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Restated Exhibit A. Restated Exhibit A to the Agreement is hereby deleted and replaced with Restated Exhibit A-1 attached hereto.

All references in the Original Agreement to Exhibit A or Restated Exhibit A, as previously amended, shall include reference to Restated Exhibit A-1, respectively, to this Third Amendment.

4. Except to the extent the Agreement is specifically amended or supplemented by this Third Amendment, the Agreement, together with exhibits, is and shall continue to be in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of Commission arising thereunder.

COMMISSION AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS THIRD AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS THIRD AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

—THIS SPACE INTENTIONALLY LEFT BLANK—

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to be executed as of the Effective Date.

CONSULTANT

Dated: _____ By: _____

Name: _____

Title: _____

**SONOMA COUNTY COMMUNITY DEVELOPMENT
COMMISSION**

Dated: _____ By: _____

Dave Kiff, Interim Executive Director

**CERTIFICATES OF INSURANCE ON FILE WITH
AND APPROVED AS TO SUBSTANCE BY THE
COMMISSION**

Dated: _____ By: _____

Dave Kiff, Interim Executive Director

APPROVED AS TO FORM

Dated: _____ By: _____

County Counsel

SCOPE OF SERVICES

Services will include, but not be limited to completing the following tasks for the Commission's HCV Program, Mainstream Program, Veterans Affairs Supportive Housing Program, and Family Unification Program:

- Conducting intake appointments
- Income calculation and calculation of tenant rent
- Conducting initial briefings
- Answering participant and landlord questions
- Eligibility screening
- Collection, review, and verification of documentation
- Processing reexaminations
- Accurately documenting all processes and communications in appropriate file
- Full Case Management for up to 300 case files
- Full Case Management for up assigned intake files

NMA will provide the above-listed services in accordance with all applicable law and in a manner consistent with industry best practices. NMA understands that the Commission reserves the right to increase or decrease the amount of cases assigned monthly.

All services are to be completed within timeframes considered reasonable within the industry. The Housing Authority will provide NMA with access to a designated phone line, email address, and MRI Happy Software.

Project Management

Task 1: Act as the point of contact for the Commission regarding the services provided.

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| Approach: | <ul style="list-style-type: none">■ Dorian Jenkins, NMA's vice president of program management, will oversee all aspects of this engagement. In addition to Mr. Jenkins, Camille Robinson, NMA Program Director, will serve as the project manager and primary point of contact throughout the engagement. Ms. Robinson will manage and supervise the completion of all services. |
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Task 2: Supervise and conduct quality control reviews of each housing specialist's work.

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| Approach: | <ul style="list-style-type: none">■ Mary-Margaret Turner will directly oversee the operation's team conducting the transactions listed in the RFP. Camille Robinson, along with our quality control specialist, will perform quality control reviews of a minimum of 25% of the completed transactions for accuracy. |
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Task 3: Communicate with the Commission's contract managers to ensure timely updates and work completion in alignment with deadlines and contractual requirements.

Approach:

- Camille Robinson and Mary-Margaret Turner will serve as co-points of contact for daily operations and will attend required meetings with the Commission's contract management staff. Additionally, Ms. Robinson will provide status reports detailing program operations at the Commission's request (at minimum monthly).

Task 4: Ensure all applicable policies and procedures are followed by the NMA team.

Approach:

- All team members working on this project are certified housing specialists and will be comprehensively trained on the Commission's administrative plan, policies, and procedures. John Achuff and our quality control staff will provide regular updates on staff performance. NMA will utilize quality control reviews to develop quarterly targeted training to address any staff opportunity areas.

Task 5: Provide monthly status reports.

Approach:

- NMA utilizes Microsoft SharePoint (SP) to track each step needed to complete required transactions. Using SP, NMA has developed a comprehensive report that details the status of all transactions. This information is available to the Commission upon request and provided monthly at minimum.

Task 6: Troubleshoot issues and coordinate resolutions.

Approach:

- NMA utilizes its quality control tool to identify areas where staff require additional training on completing required transactions. Camille Robinson will communicate regularly with Commission staff to troubleshoot issues and develop comprehensive resolutions.
- In addition to monitoring work output, NMA conducts random customer service surveys and client callbacks to track the level of service provided to the Commission's customers. NMA uses this information to address any identified customer service concerns.

Initial Eligibility & Annual Reexaminations

Task 1: Conduct intake appointments and initial briefings.

Approach:

- Contact families pulled from wait list
- Schedule interview appointments by phone, Zoom, or other virtual format
- Collect all relevant information required for eligibility determination (using HUD waiver)
- Request CBC and review
- Send determination notices to applicants and the Commission
- Upload all pertinent information to clients' digital files in HAPPY
- QC review of 100% of files determined ineligible
- QC review of 25% of files determined eligible

Task 2: Prepare and mail all necessary paperwork and reexamination packets.

Approach:

- Monthly extract from HAPPY pulled for reexaminations
- Annual reexaminations process initiated 90–120 days before effective date of reexam
- All transactions documented in SP and HAPPY
- Reexaminations completed via mail, email, or fax
- All documents uploaded into HAPPY
- All systems updated with file memos detailing the status of the transaction

Task 3: Monitor case files for continued eligibility and regulatory compliance.

Approach:

- Transactions completed via mail, email, or fax
- Clients receive follow-up calls, emails, and letters for missing documents
- Documents maintained in client digital files in HAPPY
- Thorough review of Application for Continued Eligibility (ACE)
- EIV review for verification of income sources
- Third-party document verification utilizing HUD's verification hierarchy
- Calculations completed by processing team
- Calculations reviewed by QC team
- Transactions completed and uploaded by processing team
- Outcomes communicated via mail at least thirty (30) days before the effective date of the transaction, as applicable

Task 4: Issue and monitor all ITTs and notify the Commission of any adverse actions.

- Approach:
- Follow all Commission administrative plan procedures for issuing ITTs
 - ITTs reviewed by supervisor before issuance
 - Detailed notes entered in NMA's ITT tracking tool and HAPPY
 - Biweekly report of issued ITTs submitted to the Commission
 - NMA team works with Commission team to determine if moving forward with termination
 - Process terminations in relation to annual re-examinations and upload supporting documents to HAPPY

Task 5: Scan all documents into HAPPY.

- Approach:
- All transaction documents uploaded to HAPPY
 - Quality control reviews minimum of 25% of digital files to ensure all documents scanned into HAPPY correctly

Task 6: Establish and maintain electronic files.

- Approach:
- All documents scanned into SP for processing
 - Completed files uploaded into HAPPY
 - Quality control review ensures all documents are scanned into HAPPY
 - All hard copy files shredded after scanning

Task 7: Utilize Commission forms, letters, systems, reports, and email addresses.

- Approach:
- NMA team will use all Commission forms, letters, and systems
 - NMA team will use Commission-approved reports and email addresses

Task 8: Provide formal status reporting to the Commission and monthly billings.

- Approach:
- NMA will provide biweekly reports to the Commission and is prepared to provide additional detailed reports at the Commission's request
 - Reports address all client processing and include specific information on owner, client, and unit
 - Meeting minutes will be distributed at the end of each biweekly call with Commission staff
 - Formal reports, meeting minutes, and monthly billings will include the NMA logo; all other material produced by NMA will appear as Commission materials

Task 9: Utilize HUD's verification hierarchy.

- Approach:
- NMA staff are well-versed in HUD's verification hierarchy
 - The NMA team utilizes EIV and UIV when available to verify income and assets (when not utilizing recent HUD waivers)
 - Quality control reviews ensure verification hierarchy is followed

Task 10: Follow the Commission’s Limited English Proficiency (LEP) plan.

Approach:	<ul style="list-style-type: none"> ■ NMA will adhere to the Commission’s LEP plan ■ NMA maintains bilingual staff and utilizes the language line to assist with languages not supported by our team
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BUDGET

Budget includes remote services only. Pricing includes all tasks listed within the Scope of Services which are typically associated with each category.

Case Management

Description	Cost
For all assigned cases services will include: Annual Recertification, Interim Recertification, Contract Rent Increases, moves/transfers, ports out, call center, client email communication, add and remove household members, address notices from owner (lease violations, late rent, etc.), alleged abuse reports/program violations (unauthorized people, drugs, etc.), and any other tasks associated with full case management	\$8,750 per month for 300 cases (\$175 per case per month)
Postage & Mailing	Billed at Actual Cost

Eligibility Determination, Briefing & Case Management

Description	Cost
Eligibility Determination & Briefing	\$120.00 per case
For all assigned cases, serve as the point of contact until client leases up. Services will include income changes, call center, client email communications, ports out, add or remove household members, and any other tasks associated with pre-lease-up case files.	
Postage & Mailing	Billed at Actual Cost

Annual Recertification Services

Description	Cost
Annual Recertification Services	\$120.00 per case
Postage & Mailing	Billed at Actual Cost

Streamline Recertification Services

Description	Cost
Annual Recertification Services	\$106.00 per case
Postage & Mailing	Billed at Actual Cost