

**FIRST AMENDMENT TO SERVICES AGREEMENT-NEVADA AFFORDABLE HOUSING ASSISTANCE CORPORATION**

The “SERVICES AGREEMENT – Nevada Affordable Housing Assistance Corporation” (“**Agreement**”) by and between the CalHFA Mortgage Assistance Corporation, a California non-profit public benefit corporation (“**CalHFA MAC**” or “**Contractor**”) and Nevada Affordable Housing Assistance Corporation, a Nevada non-profit corporation (“**NAHAC**” or “**Client**”) dated June 9, 2016 is hereby amended effective \_\_\_\_\_, 2017 (“**First Amendment**”) as follows:

1. Section 4. “Compensation”, subsection c., shall be replaced in its entirety with the following:

“c. Upon monthly submission of an invoice for the Services performed and time expended, NAHAC will reimburse CalHFA MAC 100% for hours worked at the rates as shown in Exhibit A, which may change from time to time. Such rates are subject to change; however, such rate changes will reflect the actual rate for the CalHFA MAC staff at the time in which the Services are performed. NAHAC will be notified of such rate changes in writing by CalHFA MAC either along with or prior to submission of an invoice.”

2. To Section 4. “Compensation”, subsection d., shall be added as follows:

“d. CalHFA MAC is subject to 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as may be revised and amended, and is required to implement an Indirect Cost Plan to allocate the indirect costs associated with delivery of the Services under this Agreement. Upon monthly submission of an invoice for the indirect costs allocated to NAHAC for the Services performed, NAHAC will reimburse CalHFA MAC 100% of the indirect costs so invoiced.”

3. To Section 4. “Compensation”, subsection e., shall be added as follows:

“e. Unless otherwise agreed to in writing, all payments due to CalHFA MAC under this Agreement shall be made within thirty (30) business days after NAHAC’s receipt of an invoice.”

4. Section 12. “Indemnification and Waiver” shall be replaced in its entirety with the following:

“CalHFA MAC and CalHFA MAC Staff shall not be liable for any claims asserted against NAHAC arising out of in any way by: (i) CalHFA MAC’s and CalHFA MAC Staff’s performance of the Services in this Agreement; (ii) NAHAC’s implementation of its operations and programs; or (iii) claims made or resulting from any release of confidential information or data provided to NAHAC by CalHFA MAC. To the extent NAHAC has insurance coverage which covers such a claim, NAHAC shall indemnify, defend and hold harmless CalHFA MAC, its officers, and CalHFA MAC Staff from any and all claims and losses accruing or resulting to any person, firm, entity, corporation or imposed by court of law, or administrative action of any governmental authority arising out of in any way by: (i) CalHFA MAC’s and CalHFA MAC Staff’s performance of the Services in this Agreement; (ii) NAHAC’s implementation of its operations and programs; or (iii) claims made or resulting from any release of confidential information or data provided to NAHAC by CalHFA MAC. In addition, NAHAC hereby waives and forever relinquishes any and all claims, actions, suits, debts, bills, damages, liabilities

and demands whatsoever to which it may become entitled subsequent to the execution of this Agreement against CalHFA MAC its officers, directors, CalHFA MAC Staff, agents, successors and assigns, by reason of any matter, cause or thing relating to or arising from the Services.”

5. Section 15. “Copyright and Ownership of Work”, subsection b., shall be replaced in its entirety with the following:

“b. License to the CMAC System. CalHFA MAC represents that the CMAC System is the property of CalHFA MAC, and that CalHFA MAC has the full and unencumbered right, power and authority to grant the license rights granted by CalHFA MAC to NAHAC hereunder. CalHFA MAC grants to NAHAC a perpetual, irrevocable, nontransferable, non-exclusive, royalty free license to make, have made, use, reproduce, modify, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, to the CMAC System solely for NAHAC Programs or public purposes. This license provided to NAHAC hereunder is on an “AS-IS” and “AS-AVAILABLE” basis without warranty of any kind, expressed or implied. At no time may NAHAC sell or offer to sell the CMAC System, modifications or derivative works thereto, to any other parties. CMAC System includes without limitations those software modules commonly referred to as Triage, Counseling, Set-up, Processing, Eligibility, Disbursement Engine, Funding, Data Repository, Homeowner Document Management System (DMS), Document Prep Engine and Letter Writer. Exhibit B provides a graphic representation of the CMAC system topology.”

6. Section 15. “Copyright and Ownership of Work”, subsection d., shall be replaced in its entirety with the following:

“d. CalHFA MAC is not responsible for any and all damages or claims resulting in the application of Work provided by CalHFA MAC in support of NAHAC Programs. NAHAC agrees to indemnify, defend and hold harmless CalHFA MAC and its licensees and assigns, and their officers, directors, employees, agents, representatives, and successors, from and against all claims, actions, damages, losses, costs and expenses, including reasonable attorney’s fees, which any of them may sustain because of the use by NAHAC of the Work and any other materials furnished by CalHFA MAC under this Agreement.”

7. Section 21. “Insurance” shall be replaced in its entirety with the following:

“During such times as CalHFA MAC is engaged to perform Services pursuant to this Agreement, NAHAC shall carry errors and omissions/professional liability insurance, which shall provide coverage for CalHFA MAC and CalHFA MAC Staff against any legal claim arising out CalHFA MAC’s Services.”

8. All other terms and conditions of the Agreement shall remain in full force and effect.

WHEREFORE, the parties hereto have executed this First Amendment as of the date set forth above, and by their signatures acknowledge their understanding of and agreement to all of its provisions.

**NAHAC: NEVADA AFFORDABLE HOUSING ASSISTANCE CORPORATION,**  
a domestic non-profit corporation

By: \_\_\_\_\_

Michael Holliday  
President / Chairperson

**CalHFA MAC: CalHFA MORTGAGE ASSISTANCE CORPORATION,**  
a California nonprofit public benefit corporation

By: \_\_\_\_\_

Diane Richardson  
President

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