

## FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT (the “Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **NORTHEAST DENVER HOUSING CENTER, INC.**, a Colorado nonprofit corporation, whose address is 1735 Gaylord Street, Denver, Colorado 80206 (the “Contractor”), collectively the “Parties.”

### RECITALS:

**A.** The Parties entered into an agreement on July 15, 2020 for the City to provide funding to the Contractor and for the Contractor to utilize the funding for administration of the Coronavirus Emergency Rental and Utility Assistance Program (the “Agreement”); and

**B.** The Parties wish to amend the Agreement to amend the scope of services and budget, increase the maximum contract amount, and modify certain other terms as forth in this Amendment.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Exhibit A of the Agreement is replaced with Exhibit A-1 attached to this Amendment. The updated Scope of Services marked as Exhibit A-1, attached hereto and incorporated herein by this reference, supersedes and replaces all previous exhibits attached to the Agreement.

2. Subsection 4.d.(1) of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION TWO HUNDRED THOUSAND DOLLARS and NO/100 (\$3,200,000.000)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in **Exhibit A-1** are performed at Contractor’s own risk and without authorization under the Agreement.”

3. Section 5 of the Agreement entitled “**CARES ACT; CORONAVIRUS RELIEF FUNDS**” is amended to read as follows:

“The Contractor agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Sections 601(b) and (d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act of 2020, Public Law No. 116-136, Division A, Title V (March 27, 2020) (the “CARES Act”). The Parties acknowledge that all funding from the CARES Act (collectively, “CRF Funds”) may only be used to cover those costs that:

- a. Are necessary expenditures incurred due to the public health emergency with the respect to the Coronavirus Disease 2019 (“COVID-19”);
- b. Were not accounted for in the budget most recently approved by the City as of March 27, 2020; and
- c. Were incurred for the period that begins on March 1, 2020 and ends on December 30, 2020.

The Contractor shall only utilize CRF Funds for the purposes described in the Scope of Services attached as **Exhibit A-1**. The Contractor agrees and acknowledges that, as a condition to receiving the CRF Funds, it shall strictly follow the Federal Provisions attached hereto and incorporated herein as **Exhibit C**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by CRF Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses.

The Contractor agrees and acknowledges that all services performed and/or goods provided by the Contractor using CRF Funds must be performed and/or provided by the Contractor no later than December 30, 2020. Further, the Contractor agrees and acknowledges that payment for all services performed and/or goods provided by the Contractor using CRF Funds must be provided by the City to the Contractor no later than March 30, 2021. As such, the Contractor shall invoice the City not later than February 28, 2021 for all work performed pursuant to this Agreement for which CRF Funds will be used to enable sufficient time for the City to review, process, and pay such invoice by the March 30, 2021 deadline prescribed in the CARES Act (the “Invoice Deadline Date”). Any invoice submitted by the Contractor after the Invoice Deadline Date for work performed on or prior to December 30, 2020 may not be eligible to be paid

by CRF Funds, and, to the extent that CRF Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.”

4. Section 8 of the Agreement entitled “**EXAMINATION OF RECORDS**” is amended to read as follows:

“The Contractor shall maintain records of the documentation supporting the use of CRF Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for CRF Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”) have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s use of CRF Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of CRF Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.”

5. Except as herein amended, the Agreement continues in effect, and is affirmed and ratified in each and every particular.

6. This Amendment will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]**

**Contract Control Number:** HOST-202056651-01  
**Contractor Name:** NORTHEAST DENVER HOUSING CENTER, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

HOST-202056651-01  
NORTHEAST DENVER HOUSING CENTER, INC.

By: \_\_\_\_\_  
  
AB26DED4C25D407...

Getabecha Mekonnen  
Name: \_\_\_\_\_  
(please print)

Executive Director  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

EXHIBIT A-1  
HOST-202056651-01

**SCOPE OF SERVICES**

**DEPARTMENT OF HOUSING STABILITY**

**ACTIVITY NAME: Coronavirus Emergency Rental and Utility Assistance Program**

**I. INTRODUCTION**

**Period of Performance Start and End Dates:** March 1, 2020 – December 30, 2020

**Project Description:**

The purpose of this contract agreement is to provide a *Coronavirus Relief Fund Subaward* for \$3,200,000 through the Department of Housing Stability (HOST). These funds will be provided to *Northeast Denver Housing Center Inc. (NDHC)* to be utilized for administration of the Coronavirus Emergency Rental and Utility Assistance Program. NDHC will provide housing rental assistance and utility assistance to eligible households in the City and County of Denver. The program is designed to help residents avoid an eviction and maintain housing stability by assisting low- and moderate-income residents (80% AMI and below) who are experiencing a housing crisis due to the COVID-19 public health emergency. This award is not for Research and Development (R&D).

**Funding Source: Amount:**  
 Coronavirus Relief Fund \$ 3,200,000 **CFDA Number: 21.019**

**Proposed Number of outcomes:** 1,900 rental assistance payments and 600 in utility (water and energy) assistance payments to serve approximately 720 unduplicated households

This projection is based on the following assumptions:

Eligible Activity	Amount Requested	Estimated cost/household	Proposed Number
Rental Assistance	\$2,659,601	\$1,400	1,900 payments
Utility (water and energy) Assistance	\$300,000	\$500	600 payments
Estimated number of unduplicated households served; average 4 months of assistance/household			<b>720 households</b>

**Organization:** Northeast Denver Housing Center Inc.  
**EIN#:** 84-0909291  
**DUNS#:** 149389306  
**Address:** 1735 Gaylord St, Denver, CO 80206-1208  
**Contact Person:** Gete Mekonnen  
**Phone:** 303-377-3334 Ext 223  
**Email:** gmekonnen@nedenverhousing.org

**Organization Type:**

Non-Profit  For-Profit  Individual  Partnership  Corporation  Publicly Owned  Other

**Council District(s):**

**Target Zip Codes:**

80203, 80205, 80206, 80207, 80218,  
80238, 80239, 80247, 80249 80010  
80014, 80220, 80222, 80224, 80230  
80231, 80237, 80246

EXHIBIT A-1  
HOST-202056651-01

Project/activity located in a Target Area:  Yes  No  
If yes, indicate type:  Local Target Area  Strategy Area (NRSA)  CDFI  Other

Rent and utility assistance is available through multiple partners as a citywide program to all low- and moderate-income individuals in Denver. NDHC is responsible for administering the program to residents living in the aforementioned zip codes. NDHC may serve additional zip codes as long as they are determined to be in the City and County of Denver.

Program income (of any type, e.g., fees) will be generated by this activity.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Contract will be funding architectural, engineering or other project soft cost.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, final project be completed within 24 months.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Purpose of this activity is to:		
Help prevent homelessness	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Help the homeless	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help those with HIV/AIDS	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Primarily help persons with disabilities	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

## II. ACTIVITY DESCRIPTION

**Description of Activity:** The funds will be used to help residents avoid an eviction and maintain housing stability by providing rental and utility assistance to eligible low- and moderate-income residents in the City and County of Denver who are experiencing a housing crisis due to the COVID-19 public health emergency.

**Prohibition on duplication of benefits:** Applicants must disclose other local, state and federal benefits they have received or have applied to receive specific to the impacts of COVID-19, including Unemployment Insurance benefits or other rental/mortgage assistance or forbearance. Applicants will be required to repay funds if duplicate benefits are received. Participating agencies are encouraged to work with applicants to apply for other available assistance, including but not limited to Unemployment Insurance to ensure their housing stability into the future.

### Activity Requirements:

**Rental Assistance (RA):** NDHC will provide rental assistance to eligible households for a period of up to 6 months depending upon need. The program is designed to help residents avoid an eviction and maintain housing stability by assisting low- and moderate-income residents who are experiencing a housing crisis due to the COVID-19 public health emergency.

- i. The participant must provide evidence of tenancy via a lease, 10-Day Rent Demand and/or Rent Ledger reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries. If there is no formal lease, evidence of residency at the current residence may be provided in lieu of the lease and include demonstrated regular payments to the owner of the property or a signed Affidavit by the lessee that the property is the participant's primary residence.
- ii. Program assistance must be provided according to Fair Housing requirements that protect citizens from discrimination on the basis of race, color, religion or creed, national origin, ancestry, age, sex, gender, sexual orientation, gender identity or gender expression, marital or familial status, military status or physical or mental disability.
- iii. The participant must demonstrate a current financial hardship and housing crisis caused by the COVID-19 public health emergency to be eligible for financial assistance.
- iv. Assistance will not exceed 6 months.
- v. Assistance may include deposit assistance and/or first month's rent if NDHC is unable to help mitigate involuntary displacement from current residence. To receive deposit and/or first month's rent, the following criteria must be met:

EXHIBIT A-1  
HOST-202056651-01

1. Cannot have been displaced from City and County of Denver residence for more than 30 days.
  2. Must provide proof of involuntary displacement (eviction, domestic violence, hazardous conditions, landlord refusing to renew lease, etc).
  3. Must be approved for a unit in the City and County of Denver.
  4. Security deposit/first month's rent payment will be made to the individual/vendor where the funds are due on behalf of clients.
- vi. NDHC will process rental payments for eligible participant households who are deemed eligible for the program.
  - vii. Payment requests will be delivered from NDHC to the individual/vendor where the funds are due on behalf of clients.
  - viii. Rental assistance is not intended to provide perpetual assistance beyond the 6-month maximum as outlined in the program guidelines. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected financial hardship caused by the COVID-19 public health emergency.

**Utility Assistance (UA): NDHC will provide utility assistance to eligible households for a period of up to 2 occurrences. The assistance is designed to help residents avoid an eviction, prevent utility services from being disconnected, and maintain housing stability by assisting low- and moderate-income residents who are experiencing a housing crisis due to the COVID-19 public health emergency. This program provides UA in the form of water, electric, gas assistance for renters and homeowners.**

- i. The participant must provide evidence of residency at the current residence within the City and County of Denver boundaries via a lease, deed of trust, or mortgage reflecting the participant's name or alternative evidence of residency in accordance with the program guidelines. The residence must be the participant's primary residence. To be eligible for utility assistance, homeowners/renters must provide proof of ownership/tenancy for the property in which they reside.
- ii. The participant must demonstrate a current financial hardship and housing crisis caused by the COVID-19 public health emergency to be eligible for financial assistance
- iii. Program assistance must be provided according to Fair Housing requirements that protect citizens from discrimination on the basis race, color, religion or creed, national origin, ancestry, age, sex, gender, sexual orientation, gender identity or gender expression, marital or familial status, military status or physical or mental disability.
- iv. The participant must demonstrate need in the form of a disconnection notice or past due bill.
- v. Assistance will not exceed 2 occurrences
- vi. Water and utilities may be paid separately.
- vii. NDHC will process utility payments for eligible participant households who are deemed eligible for the program.
- viii. Payment requests will be delivered from the NDHC to the vendor where the funds are due on behalf of clients.
- ix. UA assistance is not intended to provide perpetual assistance. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected financial hardship caused by the COVID-19 public health emergency.

**Administrative Costs: The intended purpose of the program is to provide direct financial housing assistance. The administrative budget shall encompass cost related to administering the program (e.g., financial audit/accounting, program management, data/reporting, personnel, supplies).**

Eligible Administrative Costs include but are not limited to:



EXHIBIT A-1  
HOST-202056651-01

- a. Accounting for the use of grant funds (issuing administrative salary and direct cost checks, etc.)
- b. Preparing reports for submission to HOST
- c. Staff salaries associated with these administrative costs
- d. Training for staff who will administer the program or navigators who will serve program participants, as long as this training is directly related to learning about the program

**Contractor Intake Process Requirement**

Contractor must provide an initial consultation and eligibility assessment with a case manager or other authorized representative to determine eligibility and the type, level, and duration of assistance for each program participant. Eligibility assessments, even when the client did not receive financial assistance, must be documented and kept in a client file. If a client was determined to be ineligible for program assistance, the reason for denial should be included as part of the client file.

1. Contractor will:
  - a. Maintain well-developed internal policies that address the administration of the program.
  - b. Assess each client to determine appropriate resources and services to eliminate housing related barriers.
  - c. Refer clients with housing barriers to appropriate resources.
  - d. Maintain well-developed partnerships with other service and housing providers, agencies, and local governments.
  - e. Work with each client in a culturally appropriate way.
  - f. Have a process in place to refer individuals and families that are ineligible for this program to the appropriate resources or service provider that can assist them.
2. Client intake forms should include, at a minimum:
  - a. Name and contact information of applicant
  - b. Address including zip code
  - c. Income and assets of all household members over the age of 18 who are requesting assistance
  - d. Statement of hardship caused by COVID-19 public health emergency
  - e. Demographic information needed for contract reporting requirements
  - f. Utility/company account information (if applicable)
  - g. Landlord contact information (if applicable)

**Documentation Requirement**

Contractor must maintain adequate and easily identifiable documentation to determine the eligibility of program participants served. Documentation must demonstrate activities and expenses that are:

- Allowable
- Reasonable
- Defensible

Contractor must:

1. Verify and document eligibility prior to providing assistance
2. Maintain documentation in participant case file.

Minimum acceptable types of documentation, in order of preference:

1. Written third party
2. Oral third-party
3. Applicant self-declaration via an Affidavit

EXHIBIT A-1  
HOST-202056651-01

Determining Acceptable Level of Documentation:

1. Contractor must make every effort to achieve the highest standard that is reasonable
2. Contractor must document reasons when using lower standard of documentation.

**Payment Process Requirement**

- i. NDHC will receive, review, and approve signed requests that contain all the information needed to determine eligibility and determine that the amount requested is allowed under established guidelines as noted in the participant eligibility above.
- ii. NDHC will require a proof of payment or signed form from the landlord/vendor for each payment made in accordance with these program guidelines. Proof of payment for each payment made will be included as part of the client file. Proof of payment may include: rent receipt form (provided to landlord from NDHC) an account ledger and organization bank records showing payment has posted/check has been cashed. NDHC will make every attempt to obtain proof of payment from landlord, however will not be held responsible if landlord chooses not to return proof of payment form.
- iii. Once approved, checks will be issued as quickly as possible. No checks are to be made out to the participant. Checks will be made out to each individual (vs. companies/utilities) only after the individual has been identified through City property records as the owner of the property where the participant lives.
- iv. Maintain financial assistance records and notify HOST if the request does not fit the established guidelines.
- v. Provide HOST with monthly financial data summarizing the financial assistance provided to each participant to avoid disallowed assistance. In all cases, assistance will be paid directly to the owner, vendor or management company providing the housing/utilities.
- vi. NDHC must submit invoices with back up documentation on each of the payments. Expenses eligible for reimbursement may only be incurred March 1, 2020 through December 30, 2020.

**Client Requirements:**

1. **Proof of Residency for Renters-** The participant must provide evidence of tenancy via a lease, 10-Day Rent Demand and/or Rent Ledger reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries. If there is no formal lease, evidence of residency at the current residence may be provided in lieu of the lease and include demonstrated regular payments to the owner of the property or a signed Affidavit by the lessee that the property is the participant's primary residence.
2. **Proof of Residency for Homeowners** - The participant must provide evidence of residency via a deed of trust or mortgage reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries.
3. **Proof of Income** – For the purposes of this contract, the participant household must be low- to moderate-income. A household is considered low- to moderate-income if the household's income is at or below the current HUD 80% Area Median Income (AMI) as provided and updated annually here:  
<https://www.huduser.gov/portal/datasets/il.html>.

Written proof of income may include the following:

- Pay stubs (wages, salary, armed forces income)
- Proof of unemployment application
- Certification of Zero Income
- State or benefit notice

EXHIBIT A-1  
HOST-202056651-01

- Court order (alimony, child support)
- Federal or state tax return
- Dividend interest statement
- Other written verification of income:
  - o Name of income source, and applicant name
  - o Income amount and frequency
  - o Contact information for authorized income source representative
  - o Signed and dated by authorized income source representative

Self-declaration (only if written verification cannot be obtained) of income:

- a. Self-declaration of income is acceptable ONLY in very limited circumstances. A self-declaration must be clearly documented in the case file, including all attempts to obtain third party verification and a signed Affidavit that the declared income is accurate. Self-declared cases will be monitored closely for compliance with program requirements.

**4. Verification of Need**

The participant must have a verifiable documentation of need as outlined in each program area. Contractor will be responsible for determining that the participant meets the eligibility requirements and will maintain participant financial assistance records.

- The household must meet the following circumstances:
  - o No appropriate subsequent housing options have been identified;
  - o The household lacks the financial resources to obtain immediate housing or remain in its existing housing;
  - o The household lacks the support networks needed to obtain immediate housing or remain in its existing housing.

5. **Identification** – The applicant must provide identification as required by City policies and ordinances.

**Ineligible Activities:**

Ineligible program, activities include:

- Rent or utility assistance to residents who are facing a financial hardship not related to the impacts of the COVID 19 public health emergency
- Assistance to individuals or households with income exceeding 80% of AMI. For the purpose of this contract, the Contractor will use the income limits as published by HUD, as provided and updated annually here: <https://www.huduser.gov/portal/datasets/il.html>
- Mortgage costs including payment, fees, taxes and refinancing expenses
- Direct legal services
- Other costs such as credit card bills or other consumer debt, car repair or other transportation costs, travel, food, medical and dental care and medicines, clothing and grooming, home furnishings, pet care, entertainment activities, work or education related materials
- Direct cash assistance to program participants
- Rent or utility payments, including any late fees, penalties, or interest, that were due or that accrued prior to March 1, 2020

**Confidentiality Requirement**

Contractor will ensure the confidentiality of the name and any other information regarding individuals assisted under this grant. Information on the client receiving assistance is confidential and must be maintained

EXHIBIT A-1  
HOST-202056651-01

in a manner that guarantees confidentiality, as required by law. The Contractor shall provide any and all participant data as requested by the City in compliance with any and all applicable laws.

### Implementation Plan and Timeline

The following table outlines the implementation plan and timelines for this contract.

Task	Projected Beginning & End Dates
Provide UA program services to eligible households	March 1, 2020- Dec 30, 2020
Provide RA program services to eligible households	March 1, 2020- Dec 30, 2020
Provide monthly reports	Monthly by the 15 <sup>th</sup>

### Objective & Outcome

**Objective**

The program is designed to help residents avoid an eviction and maintain housing stability by assisting low- and moderate-income residents who are experiencing a housing crisis due to the COVID-19 public health emergency

**Outcome**

Mitigate the displacement of low- and moderate-income residents of Denver who are experiencing a housing crisis due to the COVID-19 public health emergency.

### III. Budget

Please refer to the Cost Allocation Plan and budget narrative for a detailed estimated description and allocation of funds. Organization receives income from operations.  Yes  No If Yes, describe:

Non-personnel costs are being funded.  Yes  No

### IV. Reporting

Data collection is required and must be completed demonstrating income eligibility and progress toward meeting the proposed number of outcomes contained in this Scope of Services.

**If the Contractor completes the project and all money is drawn, a final report will be submitted indicating “final report” and no further reports are required.**

Contractor will email the following report to the Program Specialist:

Performance Report

Frequency:

Monthly by the 15<sup>th</sup> day

The information reported must include progress toward meeting the proposed number of outcomes and participant demographic information as outlined on the Performance Report.

### V. HIPAA/HITECH (Business Associate Terms)

#### 1. GENERAL PROVISIONS AND RECITALS

1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

EXHIBIT A-1  
HOST-202056651-01

("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.

1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and the CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.

1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.

1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.

1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.

1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

## Program Budget and Cost Allocation Plan Summary

**Contractor Name:** Northeast Denver Housing Center **Program Year:** 2020  
**Project :** Coronavirus Emergency Rental and Utility Assistance Program  
**Contract Dates:** 3/1/2020 to 12/30/2020 **Return to HOST Project Specialist:** Melissa Thate

Budget Category	Agency Total (All Funding Sources)		Project Costs HOST Funding 1 201100000		Total Project Costs requested from HOST		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		Agency Total		
	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%
<b>Personnel: Name and Job Title</b>															
Program Director/Housing Counselor(NDHC)	\$75,600.00	18,899	25.00%		0.00%	18,899	25.00%	37,800	50.00%	15,120	20.00%	7,560	10.00%	79,379	105.00%
Housing Counselor II(NDHC)	\$58,560.00	7,581	12.95%		0.00%	7,581	12.95%	34,112	60.00%	7,581	12.95%	7,580	12.94%	56,854	97.09%
Housing Counselor II(NDHC)	\$47,904.00	23,572	49.21%		0.00%	23,572	49.21%	31,933	66.66%		0.00%		0.00%	55,505	115.87%
Assistant Counselor(NDHC)	\$48,000.00	17,206	35.85%		0.00%	17,206	35.85%	9,657	20.12%	5,000	10.42%	1,093	2.28%	32,956	68.66%
Assistant Counselor(NDHC)	\$43,164.00	20,425	47.32%		0.00%	20,425	47.32%	24,250	56.18%		0.00%		0.00%	44,675	103.50%
Program Assisatn(NDHC)	\$41,508.00	17,593	42.38%		0.00%	17,593	42.38%		0.00%		0.00%	16,042	38.65%	33,635	81.03%
Program Director/Housing Counselor(Del Norte)	\$53,760.00	13,253	24.65%		0.00%	13,253	24.65%	16,474	30.64%	16,474	30.64%	19,767	36.77%	65,968	122.71%
Housing Counselor II(Del Norte)	\$24,960.00	13,487	54.03%		0.00%	13,487	54.03%	39,659	158.89%		0.00%		0.00%	53,146	212.92%
Housing Counselor III(Del Norte)	\$41,600.00	19,430	46.71%		0.00%	19,430	46.71%	46,711	112.77%		0.00%	26,347	63.33%	45,777	110.04%
Assistant Counselor(Del Norte)	\$41,600.00	14,180	34.09%		0.00%	14,180	34.09%		0.00%		0.00%	15,906	38.24%	30,086	72.32%
Program Assistant(Del Norte)	\$41,600.00	12,300	29.57%		0.00%	12,300	29.57%		0.00%		0.00%	22,312	53.63%	34,612	83.20%
Program Assistant(Del Norte)	\$20,750.00	4,862	23.43%		0.00%	4,862	23.43%		0.00%		0.00%	13,104	63.15%	17,966	86.58%
Program Assistant(Del Norte)	\$41,600.00	12,120	29.13%		0.00%	12,120	29.13%		0.00%	8,667	20.83%		0.00%	20,787	49.97%
	<b>\$580,606</b>	<b>\$194,908</b>				<b>\$194,908</b>		<b>\$193,885</b>		<b>\$52,842</b>		<b>\$129,711</b>		<b>\$571,346</b>	
<b>Fringes</b>	<b>\$137,488</b>	<b>\$45,491</b>				<b>\$46,154</b>		<b>\$45,912</b>		<b>\$12,513</b>		<b>\$30,716</b>		<b>\$135,295</b>	100.00%
<b>Personnel Total:</b>	<b>\$718,094</b>	<b>\$240,399</b>	\$0	\$0	\$0	<b>\$241,062</b>	\$0	<b>\$239,797</b>	\$0	<b>\$65,355</b>	\$0	<b>\$160,427</b>	\$0	<b>\$706,641</b>	98.41%
								673,479		183,551.97					
<b>Non-Personnel:</b>	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%
Rental Assistance	\$2,659,601	2,659,601	100.00%		0.00%	2,659,601	100.00%		0.00%		0.00%		0.00%	2,659,601	100.00%
Utility Assistance	\$300,000	300,000	100.00%		0.00%	300,000	100.00%		0.00%		0.00%		0.00%	300,000	100.00%
			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
<b>Total Non-Personnel</b>	<b>2,959,601</b>	<b>2,959,601</b>	100.00%	-	0.00%	<b>2,959,601</b>	100.00%	-	0.00%	-	0.00%	-	0.00%	<b>2,959,601</b>	100.00%
<b>Total Project Cost</b>	<b>3,677,694</b>	<b>3,200,000</b>	87.01%	-	0.00%	<b>3,200,663</b>	87.03%	<b>239,797</b>	6.52%	<b>65,355</b>	1.78%	<b>160,427</b>	4.36%	<b>3,666,241</b>	99.69%
<b>Program Income (through funded activities)</b>			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
<b>Non-Project:</b>	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel Costs:			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
Non-Personnel Costs:			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
Other (Specify):			#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!
<b>Total Non-Project Cost</b>	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
<b>Grand Total</b>	<b>3,677,694</b>	<b>3,200,000</b>	87%	-	0.00%	<b>3,200,663</b>	87.03%	<b>239,797</b>	6.52%	<b>65,355</b>	1.78%	<b>160,427</b>	4.36%	<b>3,666,241</b>	99.69%

**HOST Budget Narrative Collaborative (NDHC/Del Norte)**  
**COVID-19 Rental/Utility Assistance Program**  
**Budget Narrative 2020**  
**HOST-202056651-01**

This budget is based on the information available at the time of contracting, the Department of Housing Stability (HOST) will reimburse based on actual expenditures not to exceed the line item budget without prior approval from HOST.

**A. PERSONNEL**

Senior Program Officer (NDHC): Admin/Counselor, 25% of time spent on project	\$18,899
Senior Program Officer (Del Norte): Admin/Counselor, 24.65% of time spent on project	\$13,253

**HOUSING COUNSELORS/BENEFIT NAVIGATION**

1. Hsg Counselor II(NDHC), 12.95% of time spent on project	\$ 7,581
2. Hsg Counselor II(Del Norte), 54.03% of time spent on project	\$13,487
3. Hsg Counselor/Navigator III(NDHC), 49.21%of time spent on project	\$23,572
4. Hsg Counselor/Navigator III(Del Norte), 46.71% of time spent on project	\$19,430
5. Asst. Cslr (NDHC), 35.85% of time spent on project	\$17,206
6. Asst. Cslr (Del Norte), 34.09% of time spent on project	\$14,180
7. Prog. Asst. (NDHC), 47.32% of time spent on project	\$20,425
8. Prog. Asst. (NDHC/NEW)), 42.38% of time spent on project	\$17,593
9. Prog. Asst. (Del Norte), 29.57% of time spent on project	\$12,300
10. Prog. Asst. (Del Norte), 23.43% of time spent on project	\$ 4,862
11. Prog. Asst. (Del Norte/NEW), 29.13% of time spent on project	\$12,120

A. Staff / PERSONNEL COST:	\$194,908
----------------------------	-----------

B. Fringe Benefits Rate: 23.68%	\$ 45,491
---------------------------------	-----------

Includes:

Employers FICA

Health Insurance

Workers Compensation

Unemployment Compensation

403(k) Retirement plan

<b>B. Total Personnel</b>	<b>\$240,399</b>
---------------------------	------------------

**PROGRAM / Assistance COST**

A. Rental Assistance:	\$2,659,601
-----------------------	-------------

B. Utility Assistance:	<u>\$ 300,000</u>
------------------------	-------------------

<b>TOTAL AMOUNT REQUESTED FROM HOST</b>	<b><u>\$3,200,000</u></b>
-----------------------------------------	---------------------------