

THIRD AMENDATORY AGREEMENT

THIS THIRD 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 dated January 31, 2019 for the City to provide funding to the Contractor and for the Contractor to utilize the funding for administration of the Temporary Rental/Utility Assistance Program (the “Agreement”); and

B. The Parties entered into a First Amendatory Agreement (the “First Amendment”) dated January 24, 2020 to amend the Agreement to amend the scope of services and budget, extend the term, increase the maximum contract amount, and modify certain other terms of the Amendment; and

C. The Parties entered into a Second Amendatory Agreement (the “Second Amendment”) dated July 15, 2020 to amend the scope of services and budget and increase the maximum contract amount; and

D. The Parties desire to further amend the Agreement to amend the scope of services and budget, increase the maximum contract amount, and extend the term.

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

1. Exhibit A-2 of the Agreement, as amended by the First Amendment and Second Amendment, is replaced with Exhibit A-3 attached to this Amendment. The updated Scope of Services marked as Exhibit A-3, attached hereto and incorporated herein by this reference, supersedes and replaces Exhibit A-2.

2. Section 3 of the Agreement, as amended by the First Amendment and Second Amendment, entitled “**TERM**” is amended to read as follows:

“The term of this Agreement shall commence on January 1, 2019 and shall terminate on March 31, 2021, unless extended in accordance with the terms of this Agreement (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date of the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

3. Subsection 4.d. of the Agreement, as amended by the First Amendment and Second Amendment, 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 FIFTY THOUSAND DOLLARS and NO/100 (\$3,050,000.000)** (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-3**. Any services performed beyond those in **Exhibit A-3** are performed at Contractor’s own risk and without authorization under the Agreement.

(2) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. Funds will be released to the Contractor in accordance with the budget and other requirements set forth in **Exhibits A-3 and B**. The Parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

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

5. 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-202056647-03 / ALF 201846925-03
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-202056647-03 / ALF 201846925-03
NORTHEAST DENVER HOUSING CENTER, INC.

By:  AB26DED4C25D407...

Name: Getabecha Mekonnen
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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SCOPE OF SERVICES

DEPARTMENT OF HOUSING STABILITY

ACTIVITY NAME: Temporary Rental & Utility Assistance (TRUA) Program

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2019 – March 31, 2021

Project Description:

The purpose of this contract agreement is to provide an *Affordable Housing Fund* for \$3,050,000 through the Department of Housing Stability (HOST). These funds will be provided to the *Northeast Denver Housing Center Inc. (NDHC)* to be utilized for administration of the TRUA program. NDHC is the contracting agency and responsible for all aspects of the program implementation and reporting. It is understood that NDHC submitted its proposal in collaboration with Del Norte Neighborhood Development Corporation and will enter into a Memorandum of Agreement with this agency to implement the program to provide housing rental and utility assistance to eligible households in the City and County of Denver. The program is designed to mitigate displacement by assisting low- and moderate-income residents experiencing a housing crisis maintain stability. This award is not for Research and Development (R&D).

Funding Source: Amount: Affordable Housing Fund \$3,050,000

Proposed Number of outcomes: Approximately 1,804 rental assistance payments and 235 in utility (water and energy) assistance payments; 1,280 unduplicated households served

This projection is based on the following assumptions:

Eligible Activity	Amount Requested	Estimated cost/household	Proposed Number
Rental Assistance	\$2,525,536.00	\$ 1,400.00	1,804
Utility (water and energy) Assistance	\$94,191.00	\$400.00	235
Estimated number of unduplicated households served			1,280

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

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Organization Type:

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

Target Neighborhood Zip Codes: 80237, 80222,
80224, 80249, 80230, 80231, 80220, 80246, 80206, 80218, 80203, 80205, 80207, 80238, 80239, 80249,

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

This program is a citywide program to all low- and moderate-income individuals in Denver. NDHC is responsible for administering the program to residents living in the afore mentioned 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. Yes No
Contract will be funding architectural, engineering or other project soft cost. Yes No
If yes, final project be completed within 24 months. Yes 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 are to support low- and moderate-income residents in the City and County of Denver in maintaining housing stability during a crisis including economic pressures, unsafe housing conditions or a potential eviction, with the ultimate goal of mitigating displacement. Program funds will be used to provide rental and utility assistance to eligible residents in the City and County of Denver as detailed in the Program Guidelines.

A. Activity Requirements

Rental Assistance (RA): NDHC will provide rental assistance to eligible households for a period of up to 6 months in a 24-month period depending upon need. The program is designed to mitigate displacement by assisting low- and moderate-income residents experiencing a housing crisis maintain stability.

- 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 race, color, religion or creed, national origin, ancestry, age, sex, gender, sexual orientation, gender expression, marital or familial status, military status or physical or mental disability.
- iii. The participant must demonstrate a current financial or other housing crisis to be eligible for financial assistance, which may include but is not limited to a notice of rent increase that will make existing housing unaffordable to the participant,

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- evidence of uninhabitable living conditions such as a notice of public health violations or a past due notice.
- iv. **Assistance will not exceed 6 months within a 24-month period.** Assistance up to the maximum of 6 months in a 24-month period does not need to be continuous, but in the event that a household is seeking sporadic assistance, the assistance must be provided to assist a household experiencing a unique housing crisis. For example, a household receiving two months of rental assistance in January and February while seeking alternative housing during a crisis may be eligible for assistance later in the same calendar year in the event that they are experiencing a separate but demonstrable housing crisis.
 - 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:
 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. NDHC will determine rent assistance amount based on documented income loss. For example, if the presented hardship was loss of hours at work, the households will only be eligible for rental assistance equal to wages lost.
 - ix. Rental assistance is not intended to provide perpetual assistance beyond the six-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 situations.

Utility Assistance (UA): NDHC will provide utility assistance to eligible households for a period of up to 2 occurrences within a 24-month period. The assistance is designed to mitigate displacement and prevent utility services from being disconnected by assisting low- and moderate-income residents experiencing a housing crisis maintain stability. 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 participants primary residence. To be eligible for utility assistance, homeowners/renters must provide proof of ownership/residency for the property in which they reside.
- ii. 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 expression, marital or familial status, military status or physical or mental disability.
- iii. The participant must demonstrate need in the form of a disconnection notice or past due bill.

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- iv. **Total assistance will not exceed 2 occurrences totaling no more than \$1,200 within a 24-month period.**
- v. Water and utilities may be paid separately.
- vi. NDHC will process utility payments for eligible participant households who are deemed eligible for the program.
- vii. Payment requests will be delivered from the NDHC to the vendor where the funds are due on behalf of clients.
- viii. 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 situations.

Administrative Costs: The intended purpose of the program is to provide direct financial housing assistance. The administrative budget shall encompass costs 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:

- 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 TRUA

III. PROGRAM RESPONSIBILITIES

Contractor Intake Process Requirement

Contractor must provide an initial consultation and eligibility assessment with a case manager or other authorized representative to determine TRUA 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

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- b. Address including zip code
- c. Income and assets of all household members over the age of 18 who are applying for assistance
- d. Statement of hardship
- 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 TRUA
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

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.

Confidentiality Requirement

Contractor will agree to 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 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.

V. PAYMENT PROCESS REQUIREMENT

- i. NDHC and/or its collaborating partners 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. Once approved, checks will be issued as quickly as possible. No checks are to be made out to the participant. If the service(s) are in the name of the owner, checks will be made out to individuals (vs. companies/utilities); only after the individual

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who is the owner of the property where the participant lives, has been verified by referencing city records of ownership.

- iii. 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, account ledger, or organization bank records showing payment has posted/check has been cashed. NDHC will make every attempt to obtain proof of payment from a landlord/vendor.
- 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.
- vi. In all cases, assistance will be paid directly to the owner, vendor or management company providing the housing/utilities.
- vii. NDHC must submit invoices with back up documentation on each of the payments. Expenses eligible for reimbursement may only be incurred January 1, 2019 through March 31, 2021.

VI. CLIENT REQUIREMENTS

- i. **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.
- ii. **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.
- iii. **Proof of Income –** For the purposes of this contract, the participant household must be low to moderate income, with household income defined as at or below

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

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

- iv. **Identification** – The applicant must provide identification required by City policies and ordinances.

VII. INELIGIBLE ACTIVITIES:

Ineligible program activities include:

- i. Assistance to individuals or households with income exceeding 80% of the AMI. For the purpose of this contract, we will use the income limits as published by HUD, as provided and updated annually here:
<https://www.huduser.gov/portal/datasets/il.html>
- ii. Mortgage costs including payment, fees, taxes and refinancing expenses
- iii. Direct legal services
- iv. 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

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- v. Direct cash assistance to program participants

VIII. 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	Jan 1, 2019 – Mar 31, 2021
Provide RA program services to eligible households	Jan 1, 2019 – Mar 31, 2021
Provide monthly reports	Monthly; by the 15 th

IX. OBJECTIVE & OUTCOME AND INDICATORS

Objective

Provide temporary financial assistance for low- and moderate-income resident households of Denver experiencing a housing crisis because of but not limited to economic pressures & unsafe housing conditions

Outcomes

Retain current housing and mitigate the displacement of low- and moderate-income residents of Denver, and/or have time to seek alternative housing.

X. 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

XI. REPORTING

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

Contractor will email the following report to the Program Specialist

TRUA Performance Report*

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Frequency:

Monthly by the 15th day

The information reported must include progress toward meeting the proposed number of outcomes, and participant demographic information as outlined on the TRUA Performance Report and detailed in the Program Guidelines.

XII. 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 ("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.

HOST Budget Narrative Collaborative (NDHC/Del Norte)
TRUA Rental/Utility Assistance Program
Budget Narrative
HOST-202055547-03

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, 45.94% of time spent on project \$43,417
Senior Program Officer (Del Norte): Admin/Counselor, 48% of time spent on project \$39,541

HOUSING COUNSELORS/BENEFIT NAVIGATION Program Delivery Cost

<u>1 Hsg. Counselor II NDHC</u>	<u>52.56 % Time</u>	<u>37,354</u>
<u>2 Housing Counselor III NDHC</u>	<u>83.17%</u>	<u>49,797</u>
<u>3 Assistant Hsg Counselor-NDHC</u>	<u>52.67%</u>	<u>20,740</u>
<u>4 Assistant Hsg Counselor- NDHC</u>	<u>48.33%</u>	<u>29,302</u>
<u>5 Program Assistant- NDHC</u>	<u>46.07%</u>	<u>23,898</u>
<u>6 Hsg Counselor II – Del Norte</u>	<u>53.11%</u>	<u>30,380</u>
<u>7 Hsg Counselor III – Del Norte</u>	<u>77.12%</u>	<u>38,096</u>
<u>8 Assistant Hsg. Counselor- Del Norte</u>	<u>43.42%</u>	<u>25,895</u>
<u>9 Program Assistant – Del Norte</u>	<u>73.70%</u>	<u>38,230</u>
<u>10 Program Assistant – Del Norte</u>	<u>75.14%</u>	<u>19,489</u>
<u>11. Program Assistant – Del Norte</u>	<u>52.60%</u>	<u>27,284</u>

A. Salaries \$ 423,423

B. Fringe Benefits 23.68% \$ 6,850

Employers FICA

Health Insurance

Workers Compensation

Unemployment Compensation

403(k) Retirement plan

Total Personnel **\$ 430,273**

PROGRAM / Assistance COST

A. Rental Assistance: \$2,525,536

B. Utility Assistance: \$ 94,191

TOTAL PROGRAM RELATED **\$3,050,000**