

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered 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 (the "Contractor"), whose address is 1735 Gaylord Street, Denver, Colorado 80206.

BACKGROUND:

A. The City and the Contractor entered into that certain Agreement dated June 20, 2011, to provide funds to provide lead-based paint testing and abatement in housing units and elevated blood level testing on children (the "Agreement"); and

B. The City and Consultant desire to revise the Agreement as set forth below;

NOWHEREFORE, in consideration of the premises and the mutual covenants and agreements contained in the Agreement and herein contained the parties agree as follows:

1. The revised Scope of Services is attached hereto and incorporated herein as **Exhibit A-1**. All references to "Exhibit A" in the Agreement are hereby amended to read "Exhibit A-1."

2. Section 2 of the Agreement entitled "**TIME OF PERFORMANCE**," is amended to read as follows:

"2. TIME OF PERFORMANCE: This Agreement shall begin on April 1, 2011, and end on October 31, 2014, unless such time is extended by written agreement of the parties, executed in the same manner as this Agreement. The term of this Agreement and the provisions herein shall automatically be extended to cover any additional time period during which the Contractor remains in control of Community Development Block Grant ("CDBG") funds or other CDBG assets, including program income."

3. Except as herein amended, the Agreement is affirmed and ratified.

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: OEDEV-GE11037-01

Contractor Name: NORTHEAST DENVER HOUSING CENTER

By: 

Name: GETABECHA MEKONNEN
(please print)

Title: EXECUTIVE DIRECTOR
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit "A-1"
DIVISION OF BUSINESS & HOUSING SERVICES (BHS)

NORTHEAST DENVER HOUSING CENTER (NDHC)
SCOPE OF SERVICES
LEAD-BASED PAINT HAZARD CONTROL
Neighborhood Improvements CPS# 16

I. INTRODUCTION

The purpose of this agreement is to provide a grant in the amount of \$2,276,934 to Northeast Denver Housing Center for Lead-based Paint Hazard Control. This grant will be carried out as described in the attached U.S. Department of Housing and Urban Development Grant Agreement, Work Plan and Budget (attachments "A", "A-1", "B" and "C" respectively).

Funding: Federal Dollars – Lead-based Paint Hazard Control Grant (\$2,023,188) and CDBG (\$253,746)

CFDA#: 14.900 (LBPHC) and 14.218 (CDBG)

National Objective: LMH: Low-Mod Housing

Eligible activity: 570.202(b)(7)(iv) – Procedures concerning inspection and testing for and abatement of lead-based paint

Matrix Code: 14I: Lead Based Paint

Accomplishment Code: 10: Housing Units

Proposed #: 120

Contractor: Northeast Denver Housing Center
1735 Gaylord St.
Denver, CO 80206

EIN: 84-0909291

DUNS: 149389306

Contact: Dominique Acevedo
dacevedo@nedenverhousing.org
303-399-9337

Contract Period: ~~March 1, 2011 through February 28, 2014~~ 3/1/2011 – 10/31/2014

ATTACHMENT "A-1"

HOUSING AND URBAN DEVELOPMENT, OFFICE OF HEALTY HOMES AND LEAD HAZARD CONTROL GRANT PROGRAMS

GRANT AGREEMENT PROVISIONS

(FISCAL YEAR 2010)
SCHEDULE OF ARTICLES

1. DEFINITIONS
2. SCOPE OF WORK (COST-REIMBURSEMENT)
3. PERIOD OF PERFORMANCE
4. ** GRANTEE CERTIFICATION PROGRAM REQUIREMENTS (SPECIAL CLAUSE)
5. CONDUCT OF WORK
6. KEY PERSONNEL
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 27. ORDER OF PRECEDENCE
 28. OTHER ADMINISTRATIVE PROVISIONS
 29. UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS
 30. CERTIFICATION PROHIBITING EXCESSIVE FORCE AGAINST NON-VIOLENT CIVIL RIGHTS DEMONSTRATORS
 31. ** SPECIAL CONDITIONS CLAUSES THE LEAD BASED PAINT HAZARD CONTROL GRANT PROGRAM.
 32. ** SPECIAL CONDITIONS CLAUSES OTHER OHHLHC GRANT PROGRAMS.
- ** NOTE: UNIQUE CLAUSES-CONTAIN SPECIAL REQUIREMENTS FOR ALL PROGRAMS CONDUCTING LEAD HAZARD EVALUATION OR CONTROL ACTIVITIES - PLEASE READ

1. DEFINITIONS

- a) The term "grant" as used herein refers to either a grant or a cooperative agreement instrument.
- b) The term "grantee" as used herein also refers to recipients of cooperative agreements.
- c) The term "Grant Officer" means the official authorized by HUD to execute and/or administer this grant. This term also refers to a Cooperative Agreement Officer when the instrument is a cooperative agreement.
- d) The term "Government Technical Representative (GTR)" means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.
- e) The term "Government Technical Monitor (GTM)" means the individual responsible for assisting a Government Technical Representative in the latter's performance of his/her duties.
- f) The term "Head of the Awarding Activity (HAA)" means a HUD official, at the Assistant Secretary level or equivalent, with authority for policy, award, and administration of discretionary grants within one or more HUD organizational elements. For this grant, the HAA is the Director of the Office of Healthy Homes Lead Hazard Control.
- g) The term "Guidelines" refers to the definitions, standards and information contained in the 2005 edition of the guide entitled "Guidelines for the Evaluation and Control of Lead-Based Paint in Housing" HUD. The guidelines are incorporated by reference.
- h) The term "OHHLHC" means the HUD Office of Healthy Homes and Lead Hazard Control.
- i) The term "NOFA" means the Notice of Funding Availability which announced the availability of funding for this grant.

2. SCOPE OF WORK (COST-REIMBURSEMENT)

The grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the Statement of Work/Management and Work Plan and Benchmark schedule submitted with your original application under the NOFA for Fiscal Year 2010.

Management and Work Plan (with Benchmark Standards), Deliverables and Budget.

The Grantee shall complete and submit a detailed management and work plan (with Benchmark Standards), Deliverables and Budget within 60 days after the effective date of the grant. These revisions shall update the general plan submitted with the proposal and include any negotiation changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and benchmark standards that will be provided by the Government Technical Representative for the grant program as applicable. Instructions for the Lead Hazard Control Program and Healthy Homes programs are provided as follows:

For the Lead Hazard Control Grant Program, use OHHLHC Policy Guidance Number 2001-03 "*Revised Quarterly Progress Reporting Requirements*" dated October 1, 2001, as amended, and/or guidance from the GTR.

The plan for the Healthy Homes Programs, should be prepared pursuant to the following outline:

- I. Background
- II. Project Goals and Objectives
- III. Project Tasks
- IV. Reporting and Deliverables
- V. Project Budget
- VI. Appendices

The estimated number of housing units and structures in which evaluation and/or intervention activities are expected to take place should be included in the project goals and objectives section. Objectives of research components of the grant should be stated in terms of testable hypothesis in the work plan when possible.

Tasks should be arranged sequentially or in a logical order within the work plan, and include supportive activities. The entity responsible for each task should be identified, and the timeframe for its completion stated. The tasks section should also include a discussion of the roles and responsibilities of the appropriate organizations that will be involved in completing the Institution Review Board review related to the protection of human subjects under this grant.

For recipients of all other OHHLHC programs, please contact your Government Technical Representative to get specific instructions.

The management and work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. Benchmark standards (milestones) have been developed to assist the grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary). The work plan shall also include a detailed narrative description of how assistance and funding will flow from the grantee to the actual performers of the hazard reduction work; the selection process for sub grantees and subcontractors; the selection process for the particular properties to be abated, the lead hazard control activities to be undertaken, and the screening, health, and other measures to be taken to protect children and other occupants. Where there is interdependence among the tasks, the work plan shall indicate how each interdependent task will provide needed inputs to the others. (Also, see Article 22, Project Management System – Work Plan).

The revisions to the management and work plan deliverables and budget shall be submitted by December 1, 2005 and are subject to review and approval by HUD. When approved by the GTR and the Grant Officer, the work plan, deliverables and budget shall be incorporated as part of the grant agreement and amended/modified accordingly.

3. PERIOD OF PERFORMANCE AND INCURRING COSTS OR OBLIGATING FEDERAL FUNDS BEYOND THE EXPIRATION DATE

a. The grantee shall provide all services stipulated in this award agreement for the period of months specified on the HUD 1044, "Assistance Award/Amendment" Continuation Sheet from the effective date stipulated in Block #5 of

the HUD 1044. . Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated not later than 90 days after the end of the funding period. The preparation of the final administrative and financial reports is to be completed within the 45-day closeout period.

b. The grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer.

c. Any extension of the award period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the expiration date.

d. The OHHLHC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of the OHHLHC.

4. ** GRANTEE CERTIFICATION PROGRAM REQUIREMENT

The Grantee agrees that any funds under this grant used for lead-based paint or lead-based paint hazard evaluation or control activities shall be conducted by firms and persons qualified for the activities according to 24 CFR Part 35, subpart R (possessing, as applicable, certification valid for the State in which the activity is conducted as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or, for interim lead hazard control work, training in a HUD-approved course in lead-safe work practices), and that laboratories used for analysis of samples for lead in paint, soil or dust shall be recognized by the U.S. Environmental Protection Agency for the analysis of those samples under its National Lead Laboratory Accreditation Program.

5. CONDUCT OF WORK

During the effective period of this grant, the Government Technical Representative and/or the Government Technical Monitor identified in Block 9 of the HUD-1044 shall be responsible for monitoring the technical effort of the grantee, unless the grantee is notified in writing by the Grant Officer of a replacement.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Statement of Work/Work Plan. In the event the grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto, shall be borne by the grantee.

6. KEY PERSONNEL

The personnel specified in the original proposal, stated in the grant agreement, or as amended on the HUD 1044 Continuation Page of the amendment, as key personnel are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other work, the grantee shall notify the Grant Officer and GTR reasonably in advance in writing and shall submit justification (including proposed substitutions (with the qualifications and experience of the substitute personnel)) in sufficient detail to permit evaluation of the impact on the work effort. No diversion shall be made by the grantee without the written consent of the Grant Officer.

7. HUD'S RIGHT TO AUDIT AND DISALLOW OR RECOVER EXPENDITURES

For the performance of the work under this instrument, HUD shall reimburse the grantee for costs incurred (hereafter referred to as "allowable costs") which are determined by the Grant Officer to be allowable, allocable,

and reasonable in accordance with the following cost principles*:

- a. For colleges and universities: OMB Circular A-21.
- b. For State and local Governments: OMB Circular A-87.
- c. For other nonprofit organizations: OMB Circular A-122.
- d. For all other grantees, Federal Acquisition Regulation, Subpart 31.2.
- e. HUD Handbook 2210.18 Cost Principles for For-Profit Organizations.

*The Revised Version of these documents in effect on the date of award shall govern.

8. PROGRAM INCOME

Any program income derived as a result of this award shall be added to funds committed under your award to further activities eligible for assistance under this award. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the applicable OHHLHC grant program for which this grant is awarded in accordance with CFR 24 Part 84.25/85.25 as applicable.

9. INDIRECT COSTS

If the Grantee has received a provisional rate, pending establishment of a final rate, reimbursement will be made on the basis of the provisional rate. By accepting this award document, Grantee agrees to bill at the provisional indirect cost rate for the entire period of performance of the award agreement. At completion, of the grant, adjustments may be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in Block 15 of the HUD-1044.

10. AMOUNT OF COST SHARE (ESTIMATED COST AND PAYMENT – MATCHING) (See Blocks 14 of the HUD 1044)

- (a) The estimated cost for the performance of this grant is the **"Total Instrument Amount"**.
- (b) The grantee shall be reimbursed by HUD for 100% of costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the grantee in excess of the **"Total HUD Amount"**. HUD reserves the right to withhold one-percent (1%) of the Federal grant amount pending the receipt and approval of a final progress report prepared in accordance with the Policy Guidance or GTR instructions for the specific OHHLHC program and any amendments.
- (c) The grantee agrees to bear without reimbursement by HUD the **"Recipient Amount"** of the total costs. The grantee is not obligated to contribute more than the **"Recipient Amount"**. However, in the event that the grantee incurs costs in excess of the estimated cost of the **"Total Instrument Amount"**, such excess shall be borne entirely by the grantee.
- (d) The grantee must satisfy all statutory matching requirements in the NOFA. If the grantee's actual matching contribution is less than **"Recipient Amount"** under Block 14 of the HUD 1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the grantee's match, or to reduce the Government's share proportionally. The grantee must satisfy all statutory matching requirements in the NOFA. The grantee shall notify the Government at any time it believes it will not meet its match by the

completion of the grant. If the grantee exceeds the dollar amount shown above, there will be no impact on the Federal share.

11. BUDGET

The grantee shall incur costs in conformance with the budget, presented in the original proposal stated in the grant agreement, or as amended on the HUD 1044 Continuation Page of the amendment. The grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the grantee.

If the grantee has been contacted to submit documents to support the application that were not received prior to the execution of this grant, the grantee will not be allowed to draw down funds, exceeding 10% of the federal amount, until such time that the requirements have been met.

Standard Form (SF) 425, Financial Status Report, detailing match or in-kind contributions shall be submitted on a quarterly basis. A final narrative and Standard Form (SF) 425 report detailing the progress made in achieving the purpose of the grant and adequate documentation of the total funds expended in support of the activities to achieve this purpose (both Federal and in-kind 10 percent match) are due 90 days after the end of the period of performance. See Article 10(b) regarding the holdback of 1% of the Federal amount pending the receipt and approval of the final narrative report.

12. ADVANCE PAYMENT BY TREASURY CHECK OR ELECTRONIC FUNDS TRANSFER

Advance payments by Treasury check or electronic funds transfer are hereby authorized under this grant. A Grantee that is subject to existing State program accreditation requirements may request an advance payment in writing, if applicable. HUD may provide to the grantee a one time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the grantee in carrying out the tasks of this agreement and as agreed to by the Grant Officer. These funds cannot be used for conducting housing inspections or lead hazard control work in homes until the Grantee has an approved Request for Release of Funds and Certification (Form HUD 7015.15 and OHHLHC Policy Guidance Issuance 2000-01 dated 02/24/2000). Contact the Grant Technical Representative (GTR), Gail Ward at (412) 644-6428 for questions and mail the original and copies to the following addresses:

Original: U.S. Department of Housing & Urban Development
Attn: GTR – Gail N. Ward
Pittsburgh Field Office
Moorhead Federal Building
1000 Liberty Ave., #1000
Pittsburgh, PA 15222

Copies: (Block 8 Address of 1044)
Attn: GTR in Block 9 of 1044

HUD will not make additional payments from the amount awarded to a grantee until the grantee's contractors and workers are qualified for the activities according to 24 CFR Part 35 (possessing certification as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or others having been trained

in a HUD-approved course in lead-safe work practices). Any additional funds requested by the grantee shall be requested in accordance with Clause 13, "Estimated Cost And Payment - Line Of Credit Control System (LOCCS)"

Should the grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any required progress report in a timely manner, the authorization for advance payments may be revoked. The grantee may then be required to finance the project with its own working capital and payment to the grantee may be made by Treasury check to reimburse it for actual cash disbursements.

13. ESTIMATED COST AND PAYMENT - LINE OF CREDIT CONTROL SYSTEM (LOCCS)

The grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed "**Total HUD Amount**" in **Block 14 of the HD 1044**. In the event the grantee incurs cost in excess of this amount, the excess shall be borne entirely by the grantee.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the electronic Voice Response System (VRS). LOCCS uses a computer software program, which ensures that requested payments do not exceed the amount authorized to the grantee. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.

Before receiving funds from the VRS, the grantee must designate a financial institution in order for HUD to make direct deposit payments through the ACH system. In the event the grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer 30 days prior to the date such change is to become effective.

In order to have access to LOCCS and the VRS, the grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response Access Authorization Form.

The grantee shall submit the *original* vouchers for work performed to the **GTR** identified in Block 9 of the form HUD-1044. **The voucher shall be supported by a detailed breakdown of the cost(s) claimed** (Grantees are to use the Part 3 Financial Reporting Attachment included in Policy Guidance 2001-03). In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the VRS. Payment requires the authorized grantee to telephone the VRS and provide the Security ID number and requested information.

Detailed instructions for using the LOCCS-VRS were provided in your transmittal letter.

Funds advanced to the grantee shall be maintained in an interest bearing account. Any interest earned by the grantee as a result of the advanced funds shall be promptly returned to HUD. All check remittances should be sent to the new Miscellaneous Lockbox as follows:

NationsBank – Bank of America
DHUD P.O. Box 277303
Atlanta, GA 30384-7303

If the grantee is a State or local government, the grantee may retain up to \$100.00 of interest earned per grantee's fiscal year for administrative expenses. (24 CFR 85.21).

If the grantee is a University, non-profit or for profit organization, the grantee may retain up to \$250.00 of interest earned per grantee's fiscal year for administrative expenses. (24 CFR 84.22).

State universities and hospitals shall comply with CMIA, as it pertains to interest.

Other funds due to HUD after the end date of the grant or close-out, as a result of internal audit or other reasons, will be returned to the GTR identified in Block 9 of the form HUD-1044 of this grant."

14. CERTIFICATION REGARDING PARTIES EXCLUDED FROM PROCUREMENTS

By signing this agreement, the grantee also certifies that before awarding any subcontracts or sub-awards, it will ensure that the subcontractor or subrecipient is not included on the General Services Administration's (GSA) "List of Parties Excluded From Federal Procurement or Non-procurement programs". If a subcontractor or subrecipient is on the GSA's published list, they are ineligible for assistance and the grantee is restricted from awarding them a contract or subgrant. Copies of the GSA published list can be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402 or by email at the following site: <http://epls.arnet.gov>.

15. REVIEW OF DELIVERABLES

a) Definition - For the purpose of this clause, "Deliverables" include:

- 1) All interim and final reports,
- 2) Survey instruments required by Statement of Work/Work Plan, and
- 3) Other physical materials and products produced directly under the Statement of Work/Work Plan of this grant.
- 4) Match, in-kind and leverage commitments.

b) General

- 1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the grantee. The Products of Work shall be deemed as accepted as submitted if the GTR has not issued written comments and/or required corrections within thirty (30) days of the date of the GTR's receipt of such product from the grantee.
- 2) The grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR.
- 3)
- 4) The GTR's review, correction, and acceptance of deliverables shall be limited to: (1) corrections of omissions or errors of fact, methodology, or analysis; (2) deletion of irrelevant materials; and (3) improvements in style readability.

- 5) In the review and acceptance of deliverables, the GTR may not require any change in the grantee's stated views, opinions, or conclusions.
- 6) Should there be any disagreement between the grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause.
- 7) Such dissent(s) shall not apply to any independent publication by the grantee of Independent Products that may arise from the work or findings of this grant.

16. COLLECTION OF DATA

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501 - 3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, a time element is involved here, which may considerably lengthen the time required for completion of the project proposed. Careful consideration should be given to any proposal, which requires the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

a) The grantee is conducting the collection of information at the specific request of HUD; or

b) The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the "sponsor" of the information collection.

17. LIMITATION ON CONSULTANT PAYMENTS

As required by HUD's Appropriations Act, salary payments to consultants under this instrument shall not exceed the equivalent of the maximum daily rate paid to level IV of the Executive Schedule for Federal Employees. This limitation refers to consultants hired through the grantee's personnel system, but not to consultants who perform as independent contractors.

18. PUBLICATIONS AND NEWS RELEASES

a) Definition. For the purpose of this clause, "publication" includes:

- 1) Any document containing information for public consumption; or,
- 2) The act of, or any act, which may result in, disclosing information to the public.

b) The results of this program are planned to be made available to the public through dedication, assignment by HUD, or such other means as the Secretary shall determine.

c) Government Ownership of Official Products of Work

All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes, and any other physical materials and products produced directly under the Statement of Work/Work Plan of this grant are considered Official Products of Work, owned by the Government and held for the benefit of the public.

d) Publication of Official Products of Work

Official Products of Work, quotations therein, paraphrasing, or disclosures of interim findings may not be published without the approval of the GTR for a period of sixty (60) days after acceptance of the product by the GTR. Thereafter, the grantee shall be free to publish without HUD approval.

e) Acknowledgment and Disclaimer

All Official Products of Work, or any part thereof, and any Independent Products and Special Products arising out of this instrument, when published by the grantee or other participants in the work, shall contain the following acknowledgment and disclaimer:

"The work that provided the basis for this publication was supported by funding under a grant with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

f) Notice of News Release and Public Announcements

Two copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning this grant that may be made by the grantee or its staff, or any subcontractor or other person or organization participating in the work of this grant shall be provided to the GTR at the earliest possible time. News releases and other public announcements may not disclose any interim finding or quote or paraphrase any part of any Official Product of Work without complying with paragraph (e) above.

19. REPRODUCTION OF REPORTS

BRANCH PROCUREMENT OF CERTAIN KINDS OF PRINTING; "PRINTING" DEFINED

Pub. L. 102-392, title II, Sec. 207(a), Oct. 6, 1992, 106 Stat. 1719, as amended by Pub. L. 103-283, title II, Sec. 207, July 22, 1994, 108 Stat. 1440; Pub. L. 104-201, div. A, title XI, Sec. 1112(e)(1), Sept. 23, 1996, 110 Stat. 2683, provided that:

- (1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.

- (2) Paragraph (1) does not apply to (A) individual printing orders costing not more than \$1,000, if the work is not of a continuing or repetitive nature, and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, (B) printing for the Central Intelligence Agency, the Defense Intelligence Agency, National Imagery and Mapping Agency, or the National Security Agency, or (C) printing from other sources that is specifically authorized by law.
- (3) As used in this section, the term 'printing' includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes.

20. PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS)

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements".

Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer
Office of Healthy Homes and Lead Hazard Control
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 9245
Washington, DC 20410

21. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OVER \$100,000)

Section 1352 of Title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

22. PROJECT MANAGEMENT SYSTEM

DELIVERABLES

The grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including quarterly project reports, interim reports where appropriate, the final report, and financial reports utilizing HUD form 269. Upon approval of the work plan, the grantee should ensure all deliverables identified in the Work Plan and Benchmark schedule are delivered on time.

QUARTERLY PROJECT REPORTS

Quarterly reports will be due no later than April 30, July 31, October 31, and December 31, for each respective quarter following the initiation of the grant through project closeout. A template to be used in the preparation of each quarterly report will be provided by our office at a later date. Quarterly reports

must reflect activities undertaken, obstacles encountered, and accomplishments in each calendar quarter. Contracts, training materials and protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the quarterly reports as attachments.

FINAL REPORT

A final report shall be submitted. The final report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of all of the applicant's work and achievement under the grant.

Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

Grantees under the **Lead Hazard Control Grant Program, and the Lead Hazard Reduction Demonstration Grant Program** shall use the HUD Office of Healthy Homes and Lead Hazard Control (OHHLHC) Project Management System specified in this clause. The HUD OHHLHC system requires the submission of a work plan with specific, time phased, and realistic goals, objectives, and benchmark milestones established. Quarterly status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives and benchmark milestones are to be submitted. The Project Management System utilizes quantifiable data and a narrative description of progress. For more specific details and guidance, please refer to the OHHLHC's ***Lead Hazard Control Grant Program Policy Guidance Number 2001-03 Revised Quarterly Progress Reporting Requirements for the Lead Hazard Control Grant Program dated October 1, 2001, as amended.***

Quarterly Progress Reports are to be submitted according to the requirements of the Lead Hazard Control Grant Program Policy Guidance Number 2001-03. The quarterly progress reporting system is web-based and requires an Internet connection. Grantees are to complete the quarterly progress report (Form-HUD-96006) by accessing

<http://www.leadgrantonline.net> via the Internet,

or other Internet address or other method, as advised by the GTR. In the event that a grantee cannot access the Internet, a "word template" version is available. Completed quarterly reports in this format should be submitted to:

grantee_quarterly@hud.gov (use underscore)

or other Internet address or other method, as advised by the GTR.

NOTE: Grantees are required to have approval from their Government Technical Representative (GTR) prior to submitting the report using the word template format.

Grantees are to submit quarterly progress reports as soon as possible, but no later than 30 days after the end of each calendar year quarter.

Grantees, for all programs, are advised that failure to submit timely quarterly progress reports will result in not having their "LOCCS VRS Request Voucher for Grant Payment" processed and/or approved for payment until such time as the quarterly progress report is submitted to HUD.

23. EQUIPMENT

The following equipment is allowable, in accordance with the OHHLHC NOFA for the applicable grant program, to be acquired for the performance of this grant is identified as follows:

XRF Instruments

X-ray fluorescence (XRF) instruments purchased with Federal funds for use in the OHHLHC Grant programs will remain the property of the grantee under the conditions cited in 24 CFR 84.34 or 85.32, as applicable.

24. AMENDMENTS

This grant may be modified at any time by a written amendment. Amendments, which reflect the rights and obligations of either party, shall be executed by both HUD (the Grant Officer) and the grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

25. CHANGES:

In accordance with 24 CFR 85.30 or 84.25, as applicable, Grantees or subgrantees must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated to include the following:

- (1) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- (2) Need to extend the period of availability of funds.
- (3) Budget revisions that are 10% or more of the cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- (4) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.
- (5) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.

26. DISPUTES

During performance of the grant, disagreements may arise between the grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the grantee. The grantee may appeal the decision within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative.

27. ORDER OF PRECEDENCE

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- a. NOFA
- b. Management and Work Plan
- c. Grantee Certification Program Requirement
- d. Statement of Work/Work Plan (excluding the grantee's proposal, if incorporated).
- e. Special Conditions
- f. Schedule of Articles.
- g. Uniform Administrative Requirements.
- h. Grantee's Proposal (if incorporated).

28. OTHER ADMINISTRATIVE PROVISIONS

The grantee shall comply with all standard assurances, which were executed as part of the application process.

29. UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS

All provisions of 24 CFR Part 84, "Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" apply to these grantees. The grantee shall comply with all standard assurances, which were executed as part of the application process.

All provisions of 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" apply to these grantees. The grantee shall comply with all standard assurances, which were executed as part of the application process.

For the full text follow these instructions (which were valid at the time of grant award; alternative methods may be required as determined by the Government Printing Office):

1. Go to the following web site: <http://www.gpoaccess.gov/cfr/>
2. Under Most Current Data, in the Quick Search block, for 24 CFR 84, enter "24CFR84" with quotation marks and without spaces; similarly, for 24 CFR 85, enter "24CFR85".
3. For 24 CFR 84, scroll down to (***24CFR84—Part 84— Uniform Administrative Requirements For Grants And Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations***). Click the word "text" to view the text file. For 24 CFR 85, scroll down to (***24CFR85—Part 85—Administrative Requirements for State, Local and Federally Recognized Indian Tribal Governments***). Click the word "text" to view the text file.

30. CERTIFICATION PROHIBITING EXCESSIVE FORCE AGAINST NON-VIOLENT CIVIL RIGHTS DEMONSTRATORS

This certification applies to any grant or cooperative agreement using funds appropriated under section 103 of the Housing and Community Development Act of 1974 (42 U.S.C. 5304).

The applicant certifies that it has adopted and is enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a

facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

31. SPECIAL CONDITIONS CLAUSE for the Lead-Based Paint Hazard Control Grant Program. **

The grantee agrees to comply with the following special requirements particular to the Lead Based Paint Hazard Control Grant Program. The Grantee shall:

- a) Comply with Section 1101 of Title X, Grants for Lead-Based Paint Hazard Reduction, as amended by section 217 of Public Law 104-134: Grantees shall provide assistance for housing which meets the following criteria—
 - 1) For grants made to assist rental housing, at least 50 percent of the units must be occupied by or made available to families with incomes at or below 50 percent of the area median income level and the remaining units shall be occupied or made available to families with incomes at or below 80 percent of the area median income level, and in all cases the landlord shall give priority in renting units assisted under this section, for not less than 3 years following the completion of the lead abatement activities, to families with a child under the age of six years, except that building with five or more units may have 20 percent of the units occupied by families with incomes above 80 percent of area median income level:
 - 2) For grants made to assist housing owned by owner-occupants, all units assisted with grants under this section shall be the principal residence of families with income at or below 80 percent of the area median income level, and not less than 90 percent of the units assisted with grants under this section shall be occupied by a child under the age of six years or shall be units where a child under the age of six years spends a significant amount of time visiting.
- b) Develop and implement written procedures for all phases of lead evaluation and control, which are consistent with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (hereafter known as the Guidelines).
- c) Request and receive formal concurrence from HUD for deviations from the procedures described in the Guidelines. Such deviations may include thresholds for abatement hazard control or post abatement hazard control clean-up procedures, which differ from the HUD Guidelines.
- d) Comply with appropriate HUD and EPA regulations regarding lead-based paint notification, disclosure, or work practices during lead hazard control activities.
- e) Prohibit the use of open-flame burning, chemical strippers containing methylene chloride, dry scraping, uncontained hydro blasting or hydro washing, uncontained abrasive blasting, machine sanding without HEPA attachments or heat stripping above 1100°F as work practices at anytime.
- f) Observe the procedures for worker protection established by the Federal Occupational Safety and Health Administration (29 CFR 1926.62 and/or 1910.1025, as applicable).
- g) Dispose of waste resulting from lead hazard control activities in accordance with the requirements of the appropriate local, State, and Federal regulatory agencies. You must handle disposal of wastes from hazard control activities that contain lead-based paint, but are not classified as hazardous, in accordance with State

or local law or the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.

- h) Conduct lead-based paint inspections, risk assessments, and clearance dust testing, according to the HUD Guidelines and the EPA lead hazards standards rule at 40 CFR 745.227(e)(8)(viii) and/or the HUD Lead Safe Housing Rule at 24 CFR 35, subpart R, as applicable. Wipe tests shall be conducted by an appropriately certified or licensed individual who is independent of the lead hazard control contractor. Dust-wipe samples, soil samples and any paint samples to be analyzed by a laboratory must be analyzed by a laboratory recognized by the EPA National Lead Laboratory Accreditation Program (NLAPP). Units or areas treated shall not be reoccupied until clearance is achieved. The dust lead standards are:
 - 40 micrograms of lead per square foot on an interior hard-surfaced floor or carpet;
 - 250 micrograms of lead per square foot on a window sill; and
 - 400 micrograms of lead per square foot on a window well (clearance only).
- i) Test and record blood-lead levels of all children under the age of six occupying affected units within 6 months prior to the abatement or hazard control. Centers for Disease Control and Prevention (CDC) recommendations for blood lead testing are to be followed. Children with elevated blood levels (EBL'S) shall be referred for appropriate treatment and follow-up medical care.
- j) Cooperate with any federally sponsored or endorsed monitoring or evaluation efforts done in conjunction with the Grantee's lead hazard control activities under this program. This includes collecting data on the relative cost and effectiveness of hazard control methods and providing documentation of all testing, inspection, and hazard control actions.
- k) If a grantee operates a loan program with the funds provided under this grant, any revenue recaptured from the loan repayments may be retained by the grantee, and can only be used for lead-based paint abatement or hazard control activities.
- l) As requested by OHHLHC Policy Guidance Issuance dated April 14, 1995, the HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted by January 10 yearly.
- m) As required by OHHLHC Office Policy Guidance Issuance 2000-01 dated February 24, 2000 *Revised Environmental Review Procedures and Requirements*, the HUD Form 7015.15, Request for Release of Funds & Certification must be submitted to the HUD Office of Healthy Homes and Lead Hazard Control and approved before any lead hazard control activities which involve physical intervention in a housing unit can begin. Lead hazard control activities include the conduct of inspections and risk assessments.
- n) The number of units to be treated shown on the HUD 1044, Assistance Award/Amendment Form, is the number that will be used for all grant and evaluation efforts. Revision of this number will require a grant amendment.
- o) Comply with the OHHLHC Policy Guidance Issuances that pertain to specific work practice, management, or reporting requirements.
- p) Provide a copy of all lead-based paint inspection, risk assessment, and clearance test reports to the property owner in order for the property owner to comply with disclosure requirements required under 24 CFR part 35, Subpart A. The letter transmitting these reports must include the statement shown below:

"The Federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint and/or lead-based paint hazards, including the test results contained in this notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency regulations at find out more information about your obligations under federal lead-based paint requirements, call 1-800-424-LEAD."

- q) PARTNERSHIP RELATIONSHIPS WITH FAITH-BASED AND COMMUNITY BASED ORGANIZATIONS: Any changes to an agreement, such as a Memorandum of Understanding, subcontract agreement or Letter of Commitment, that indicates that a formal partnership exists between the grantee and one or more Faith-Based or Community-Based Organizations which meet the definition set forth in the NOFA published in conjunction with this award must be addressed in the next quarterly report.

32. SPECIAL CONDITIONS CLAUSE for OTHER OHHLHC PROGRAMS **

- a) The awardee of a Lead Elimination Action Program or Healthy Homes Demonstration Program grant shall comply with 24 CFR part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," in accordance with the provisions of section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994. Under part 58, a responsible entity [see 24 CFR 58.2(a)(7)], the unit of general local government, must assume the environmental review responsibilities for activities funded under the Lead Elimination Action Program or the Healthy Homes Demonstration Program. Under 24 CFR 58.11, if a responsible entity or the recipient objects to the responsible entity performing the environmental review, HUD may designate another responsible entity to perform the review or may perform the environmental review itself under the provisions of 24 CFR part 50. If HUD carries out this responsibility, the grantee agrees to assist and shall:
- (1) Supply HUD with all available, relevant information necessary for HUD to perform environmental reviews of program and project requests under 24 CRF part 50;
 - (2) Carry out mitigation measures required by HUD as a result of the environmental review or select an alternate eligible property; and
 - (3) Not acquire, rehabilitate, convert, lease, repair or carry out construction, nor commit or expend HUD or non-HUD funds for these program activities with respect to any eligible project until HUD approval of the project is received.
- b) If a responsible entity [see 24 CFR 58.2(a)(7)], or a recipient [see 24 CFR 58.2(a)(5)] of a Lead-Based Paint Hazard Control Grant (including a new grant or a Lead-Based Paint Hazard Control Grant Program Competitive Performance-Based Renewal category grant), or a Lead Hazard Reduction Demonstration Grant, carries out the environmental review requirements under 24 CFR part 58, the grant recipient shall:
- (1) Submit the Certification / Request for Release of Funds (form HUD 7015.15), including the public Notice of Intent / Request for Release of Funds and related environmental review prepared by the responsible entity, or;
 - (2) Submit the relevant environmental review documentation by the responsible entity for HUD approval

when the project is either Categorically Excluded, not subject to the related Federal laws and authorities pursuant to 24 CFR 58.35(b), or exempt pursuant to 24 CFR 58.34, and;

- (3) Not acquire, rehabilitate, convert, lease, repair or carry out construction, nor commit or expend HUD or non-HUD funds for these program activities until HUD has either approved the Request for Release of Funds or other applicable environmental review.
- c) An awardee under the Healthy Homes Technical Studies Program, Lead Outreach Program, or Lead Technical Studies Program is categorically excluded from the requirements of the National Environmental Policy Act of 1969 and is not subject to environmental review under the related laws and authorities.
- d) A recipient under the Lead-Based Paint Hazard Control Grant Program Competitive Performance-Based Renewal category agrees to the following conditions by signing this grant agreement:
- (1) Grantee has substantially completed and/or exceeded the total number of units in the previous award by the end date of that award;
 - (2) Grantee will demonstrate that the additional number of units to be completed with the unexpended balance (if any) will not significantly delay the production of units proposed in the renewal period, i.e., the grantee must be able to complete the renewal units in addition to the units proposed with the unexpended balance (if any);
 - (3) Grantee will schedule and complete all work within the 36-month renewal period, without extensions.
 - (4) For all programs, as applicable, the grantee shall comply with all standard assurances which were executed as part of the application process.

ATTACHMENT A-2

Denver Lead Hazard Control Program 2011-2014 Work Plan 2011

Management Plan

Management Structure

The proposed project will be managed and staffed substantially the same as the current program. The City and County of Denver Business & Housing Services division will be the grantee and Terra Haseman will be the Program Administrator. NDHC will manage and staff the day-to-day project management. Dominique Acevedo will be the day-to-day Project Manager until a full-time dedicated Project Manager is hired. At that time, Dominique will oversee the operations of the program and provide technical assistance, oversight, and review of the Project Manager. NDHC staff will coordinate efforts among the various partners and service providers through the Denver Lead Coalition and individual working agreements. NDHC will also coordinate education and outreach efforts with other community-based organizations and faith-based organizations.

Staffing Timeline

The current staff of the Denver Lead Hazard Control Program will continue with the new program. The table below describes the staff:

TABLE 1: STAFFING

Position	Staff Person	Employer
Program Director	John Lucero	City and County of Denver
Program Administrator	Terra Haseman	City and County of Denver
Senior Accountant	Nicole Espinoza	City and County of Denver
Accounting Technician	Kristine Flores	City and County of Denver
Accounting Technician	Scott Smith	City and County of Denver
Program Oversight	Getabecha Mekonnen	Northeast Denver Housing Center
Program Manager	Dominique Acevedo	Northeast Denver Housing Center
Senior Rehab Specialist	Lynsey Dreis	Northeast Denver Housing Center
Rehab Specialist	Jesus Gil Ferrer	Northeast Denver Housing Center
Education and Outreach coordinator	Christine Smith	Northeast Denver Housing Center
Accounting	Ruth Cockrell	Northeast Denver Housing Center
Administrative assistant	Lannie Reynolds	Northeast Denver Housing Center
Intake Specialist	Maria Gutierrez	Northeast Denver Housing Center

ADDENDUM

LEAD BASED PAINT HAZARD CONTROL PROGRAM 2011 - 2014 WORK PLAN

The City and County of Denver received an extension for finalizing the lead hazard control work on units that are currently, and those that will be, under contract by April 30, 2014.

This extension will require:

- That all 120 units (our total benchmark #) to be under contract with both the property owner AND the contractor by April 30, 2014,
- That all lead hazard work will be completed by September 30, 2014,
- That all final reports will be submitted to OED by NDHC by October 15, 2014

The specific requirements that are new to this amendment include:

- NDHC cannot bill for any outreach/education or intake personnel, salaries or fringe,
- NDHC will not enroll any new units into the program after April 30, 2014,
- NDHC staff approved through the remainder of the grant are:
 - 2 Risk Assessors (Lynsey Dreis and Jesus Gil Ferrer)
 - 1 Manager (Dominique Acevedo)
 - 1 Director (Getabecha Mekonnen)
 - 1 bilingual community liaison (Maria Gutierrez)
- NDHC will incur costs for reimbursement during the extension period.

All program work as it is listed and specified in the Revised Work Plan will continue to apply during the extension period.

Contractor Pool

We have worked with a pool of qualified lead abatement contractors and several other companies with lead-safe work practice skills during the last 9 years of operating a lead hazard control program in Denver. Within the first 60 days of the contract we will publish a Request For Qualifications (RFQ) for Colorado Certified Lead-based Paint Abatement Contractors to reestablish the pool. We will continue to encourage interested general contractors and subcontractors to become state-certified in lead abatement as we've found it most cost-effective when the same general contractor can do the abatement, interim controls, and general rehab. Some funds are budgeted to pay for certification training for contractors willing to commit to working with the LBPHC program.

Obtaining HUD approval for Release of Funds Request

We will work with our GTR and the Environmental Review Officer to complete the environmental review requirements applicable to the lead hazard control grant program and subsequently obtain HUD approval for the Release of Funds. We will work on this as soon as the HUD 1044 is signed in order to commit grant funds for lead hazard control intervention work as soon as possible.

FUNDING FLOW

Contractors submit a bid on a job. If the job is awarded, the owner of the property secures the funding through a loan closing process. The contractor is notified to begin work. For large jobs, the contractor may request payments for up to 50% of the job cost for work complete. When the work is complete, the contractor calls for a lead clearance test. NDHC or a community-based sub-contractor performs the clearance. If the job passes clearance, final payment is made by NDHC.

Independent risk assessors may be hired on an individual job basis for risk assessments or clearance jobs. They will submit invoices to NDHC when jobs are completed and sample results, drawings, and a report is submitted and approved by NDHC.

Each month NDHC will submit an invoice and all backup documentation to the City of Denver for review and payment. NDHC will be paid on a monthly reimbursable basis. The City of Denver will make LOCCS draws each quarter.

PROCESS FOR SELECTING SUBGRANTEES AND SUBCONTRACTORS:

The City of Denver will contract with NDHC for the day-to-day management of the program. Each month NDHC will submit an invoice and all backup documentation to the City of Denver for review and payment. The City of Denver will make LOCCS draws each quarter.

NDHC will select other subcontractors or consultants as necessary for legal, accounting, marketing, or computer assistance. Where appropriate these will be existing consultants used on a regular basis by NDHC (e.g. legal, accounting, computer). When new program-specific jobs are developed NDHC will attempt to obtain three qualified bids and the best applicant will be selected.

As described above, NDHC will select a pool of contractors based on a request for qualifications issued at the beginning of the grant period. These contractors are used on a rotating basis. For jobs under \$5,000, they will be given the jobs if their bid price falls within 15% of the estimate prepared by NDHC staff. If not, a second contractor will bid the job and the lowest bid price will be selected. For jobs with estimated cost over \$ 5000 a minimum of two bids will be solicited.

NDHC will contract with community-based risk assessors to perform inspection/risk assessments and clearances as needed.

IDENTIFICATION, SELECTION, PRIORITIZATION OF PROPERTIES

Privately owned housing units will be enrolled on an individual unit-by-unit basis by qualifying via one of several avenues:

Units Where Children are Diagnosed with Elevated Blood Lead Levels in Denver (44 homes expected):

The priority of the lead hazard control grant funds is to address lead hazards in low-income Denver homes where children under six years old have elevated blood lead levels above 10 µg/dL. If further prioritization is required housing units occupied by children with the highest blood lead levels will have first priority. Recent collaborative efforts, encouraged by HUD's Safe and Healthy Homes Communities meetings, have led to a commitment from the state health department (CDPHE) to make additional efforts to contact and refer families for lead hazard control who have children who have received at least one blood lead test above 10 µg/dL. Because blood lead testing rates in Denver are so low and because there are no walk-in blood testing services in Denver, providing free blood lead testing is essential to our efforts to identify and enroll EBL children. Before the blood test is conducted, parents are asked to sign a release form to allow NDHC access to the testing results, thereby providing us with direct access to housing units where children with elevated blood lead levels (EBLL) have been identified.

Units Undergoing Rehab or Weatherization where a Young Child is Present (55 homes expected):

We plan to continue to coordinate with housing rehabilitation programs and the local weatherization program to identify qualified homes. When a child under six spends more than 20 hours per week in a home that is undergoing rehab through a Denver based rehab programs, the Denver LBPHC Program will perform a risk assessment and work with the agency to ensure that lead hazards are addressed during the rehab process. Using this model, funds can be leveraged with existing rehab dollars. Similarly, when the local weatherization agency works on a home occupied by a child under six years old, the occupant will be referred to NDHC for potential lead hazard control. This supports HUD's policy priority of "Improving our Nation's Communities" through coordination with weatherization activities and reducing health-related hazards.

Other High Risk Housing Units (21 homes expected)

NDHC will enroll other qualifying high risk housing units that will be identified through other means. Section 8 inspectors from the Denver Housing Authority have agreed to continue to refer privately owned homes in the voucher program if they fail the lead visual assessment.

Prioritization:

Properties where children have been known to have lead poisoning will have priority in our program. This will maximize the impact of the grant dollars by protecting the most vulnerable children and preventing further poisonings. This approach will be balanced by a preventative approach of targeting homes that are determined to be at high risk through other referral activities. This also allows us to leverage funds and increase cost-effectiveness by working in homes that are already undergoing rehabilitation.

TABLE 2: Expected Number of Units By Each Enrollment Method

Enrollment Method	Number of Expected Homes
Other Rehab or weatherization	60
EBL cases in Denver	25
Other high risk homes	35
Total	120

FINANCING MECHANISM

FINANCING MECHANISM

The Deed of Trust will not be recorded for rental properties that are enrolled in the program, where lead Hazard Control abatement is estimated to be \$7,500 or less. The Promissory Note and Deed of Trust will continue to be written up and signed by the landlord, though the Deed will not be recorded. Refer to the CONTRACTUAL AGREEMENT that will be utilized to ensure the landlord meets the program requirements. Rental property owners will receive a fully forgivable loan as long as they continue to rent to low-moderate income households for a period of 3 years. Rental property owners will be required to contribute 10% of lead hazard control costs. If the full amount cannot be paid at the loan closing, the Program Manager will work with the property owner to create a payment schedule. All payments will be deposited into NDHC's Healthy Homes bank account and reused on other LHC eligible units to be counted as match towards the grant program.

In certain cases, at the discretion of the Program Manager, the 10% contribution may be made in labor or material costs and those costs must be verified by a third party and the Program Manager and Rehab Specialist. In extreme cases, the landlord contribution may be waived at the discretion of the Program Manager if there are extenuating circumstances that may hinder the ability of the landlord to provide the match to the LHC program, or due to error or experimentation on the part of the Program Manager.

Granted Portion

Homeowner-occupied properties will receive a grant to remediate the lead hazards. In these cases, an MOU is signed between the homeowner and NDHC stating that the property is to be maintained as the primary residence of the family for at least 9 months out of the year and, upon sale of the property, all lead hazard remediation work that has been performed on the property is disclosed to potential buyers. No Deed of Trust is signed or recorded. Additional costs due to error or experimentation with homeowners for enrollment on a case-by-case basis on the part of the Program Manager may also be granted, provided that all lead hazards are addressed properly.

Sale of Property

All outstanding portions of the loan are due upon sale of the property if the sale is within the 3 year term of the loan. For example, if a property owner sells the property in question at Year 2, the remaining amount of the loan for Year 3 will be called due. The loan can be transferred to a family member upon death or non-monetary transfer. We will consider transferring the loan to a new buyer if that buyer qualifies under our program guidelines (income, child under six).

Refinance Property

The LHC program will consider subordinating its loans for a refinance. Considerations include the new loan fees, interest, and amount and the amount being cashed out of the loan. We will not subordinate to loans that we believe are predatory or a bad financial deal for the owner (e.g. high interest rates, high fees, pre-payment penalties). We will not subordinate when there is a large amount of money being cashed out of the loan unless the money will be used to further rehabilitate the property. A committee of at least two NDHC staff, including one from the LHC program and one from Housing Counseling, will determine whether we will subordinate the loan. Loan counseling services will be available to all clients.

NDHC administers and monitors the financing program. NDHC is a HUD-certified counseling agency, and its counselors are fully knowledgeable in the loan process. These counselors review loan documentation during the loan process and during any request for subordination. The loan subordination process allows us to offer housing counseling to families who may be subject to predatory lending practices or who may not understand the terms of a refinance loan. Any repayment of funds will be utilized for additional lead hazard control activities.

INSPECTIONS AND RISK ASSESSMENTS

The Denver LBPHC Program will continue to utilize the HUD Lead Inspection and Risk Assessment protocol as described in the *HUD Guidelines for Evaluation and Control of Lead-based Paint Hazards in Housing and specific OHHLHC Policy Guidance*. Any unit that is enrolled in the Denver LBPHC Program must have a combination lead inspection/risk assessment performed by a state-certified lead risk assessor who is knowledgeable and experienced in the *HUD Guidelines* protocol and this specific grant award program.

Inspection risk assessments are either performed by NDHC staff or independent community-based risk assessor. Typically, NDHC staff performs the clearance test since they have more knowledge of the scope of work performed during the lead hazard control. We utilize the EPA-defined risk levels and clearance levels. When exterior work is performed we clear soil using the risk definitions of 400ppm for a play area and 1200ppm for non-play area. The risk levels we utilize are shown below.

Table 2: Risk Assessment and Clearance Levels Used by the Denver LBPHC Program

	Risk Assessment	Clearance
Window Sills:	250ug/dL dust	250ug/dL dust
Floors:	40ug/dL dust	40ug/dL dust
Window Troughs:	400ug/dL dust	400ug/dL dust
Soil: primary play area:	400ppm	400ppm
Soil: drip line:	1200ppm	1200ppm
Paint:	0.5% or 1.0 mqjcm ₂ NA	

Samples will be collected and analyzed by a laboratory recognized by the EPA National Lead Laboratory Accreditation Program. An XRF machine or paint chip samples collected will be used, per the guideline and regulations, for determining the lead content in paint or varnish, in all OHHLHC units.

WORK SPECIFICATIONS AND BIDS

After the risk assessment has been performed, NDHC staff will develop a work description and cost estimate. NDHC developed a set of specifications with associated costs for lead abatement, interim controls, and associated housing rehab. We utilize Housing Developer Pro, a software package developed for housing rehabilitation by the Enterprise Foundation. The Scope of Work (SOW) is then completed by the RA, including the internal cost estimate for the project. The RA submits the SOW and estimate to the PM for final review, including review for any ineligible cost and to ensure full compliance with regulations per intervention planned. On contracts anticipated to cost more than \$5,000, the RA emails at least 3 of the contractors in the contractor pool, based on availability and capacity of the contractors, and schedules a bid conference. The bid conference is scheduled with respect to the homeowner’s and the RA’s availability. On contracts anticipated to cost less than \$5,000 the RA invites, on a rotating basis which began initially with the first qualified contractor to apply, one contractor to a bid conference. The RA conducts the

Bid Conference at the property with the contractors and the owner. The RA will receive all contractor bids within five business days of Bid Conference. The RA sends copies of bids to PM and PD. The RA, PD, and PM review the bids and proposals for completeness and acceptability. Bid is chosen by:

- Lowest reasonable bid
- Capacity of Contractor to complete the work within the specified time frames based on:
 - History of quality of work completed by the contractor on OHHLHC units
 - Certified workers on file with the program and eligible to work on the units per the scope
 - In progress units and newly contracted units will not be beyond the capacity documented for the contractor to complete in addition to this bid award
 - License, certification, insurance of contractor is up to date and on file
 - Is confirmed to be consistent and reasonable with the RA internal cost estimate

Once the review is complete, the RA, PD, and PM then select the most reasonable bid for the property. The RA informs all contractors and the IS about the winning bid. The RA and contractor draft occupant protection plan which is submitted by the awarded contractor for occupant protection and compliance with 10 day work time frame for all Lead Work to be completed. The RA notifies IS, PMM and PM if relocation is necessary for the project. The PM will verify the program budget and funding ability to offset cost of relocation of applicant and if the applicant is eligible within defined times outlined in Policies and Procedures. The PM will also determine if client is eligible for any other City of Denver (CCD) and/or partner programs such as weatherization, energy efficiency, emergency home repair/single family rehabilitation, healthy homes. The awarded contractor will walk the job with an NDHC rehab specialist where the results of the risk assessment and the work description will be discussed. A contract is written between the contractor and the owner of the property with the Denver LBPHC Program as the funding agent. All contracts have a one-year warranty on work performed as described in the description of work. The NDHC rehab specialist will inspect the work in progress and when the job is complete. The person who performed the original risk assessment will typically perform the clearance exam. Final payment is made to the contractor only after clearance is achieved. If clearance fails due to negligence of the contractor, they will be held responsible for the cost of an additional clearance examination.

LEVELS OF INTERVENTION AND CLEARANCE PROCEDURES TO BE CONDUCTED FOR UNITS ENROLLED

We will utilize a cost-effective mix of abatement and interim controls to address the lead hazards in a home, utilizing interim controls whenever possible. Each unit is evaluated independently to determine what mix of controls is appropriate based on the condition of building components, the blood lead levels of the occupants, the matching funds available, and the relative costs of abatement vs. interim controls. The low-income rental units that do not house EBL children will be treated with low-level interventions in an effort to address hazards in more units occupied by the most vulnerable population.

Clearance testing procedures will follow the protocol described in the *HUD Guidelines for Evaluation and Control of Lead-based Paint Hazards in Housing*. The clearance levels are shown above in Table 2. Units undergoing major renovations beyond the lead hazard control are often cleared once at the end of the lead hazard control work and then again at the end of the remaining renovations.

RENTAL, VACANT, OWNER-OCCUPIED AND HOUSING STOCK

We project that 38% will be rental, 54% will be owner-occupied, and 8% will be vacant during lead hazard control. We expect that the majority of homes undergoing LBPHC activities will be single family, duplex, or small multi-family dwellings. Experience in these neighborhoods tells us that the majority of the homes are built on basements or mixed basement/crawlspace foundations, and that they typically have structural brick walls and wood-framed, double-hung windows. NDHC will not undertake lead based paint activities within any 100-year flood plains.

Table 4 - Housing Occupancy Projections		
Type of Unit	Number of Units Proposed	% of Total
Owner-Occupied	65	54
Rental	45	38
Vacant	10	8
Total	120	100%

RELOCATION PLAN

The proposed Denver LBPHC Program will continue to utilize the NDHC Healthy Homes. This three-bedroom home was built by NDHC in 2000 as a green and healthy home standard. The home will be furnished to contain basic supplies. Families are relocated when interior work will require more than five consecutive days, when interior work sites cannot be contained and cleaned at the end of each work day, and/or if the occupants won't have safe access to sleeping, kitchen and bathroom facilities. When the Lead-Safe House is not available or convenient for the family, lead-safe hotels may be used. Food stipends may be provided if cooking facilities are not available.

EDUCATION AND OUTREACH EFFORTS

3.c.1 Methods of Community Education: As described in *Section 3.a.1.(f)* (p.8) the Denver LBPHC program will continue to use the opportunity-to-learn approach by providing education and outreach events and materials that are culturally sensitive, targeted to appropriate audiences, and linguistically appropriate for each audience. The methods of delivery are described below:

⇒ **Lead-Safe Denver – Un Denver A Salvo De Plomo Campaign:** We will update and continue to utilize the Lead-Safe Denver campaign materials. Using this campaign, we will continue to have a presence through radio and television talk shows, radio advertising, newspaper interviews, and articles.

⇒ **Blood Lead Testing:** Because blood lead testing rates in Denver are low, providing free blood testing is essential to identifying and enrolling high risk homes in the LBPHC program. The testing sites also provide us with an excellent opportunity educate community members about lead poisoning prevention, lead-safe housing, and their rights and obligations under the Lead-safe Housing rule and the Fair Housing Act. Combining funds from EPA, we expect to test 800 children over the grant period.

⇒ **Leadership Workshops:** Our annual leadership forums have been a successful way to involve leaders from community- and faith-based organizations, government agencies, schools, daycare centers, and private industry in educational and outreach activities. We will hold three leadership workshops, focusing on strategic planning efforts, during the grant period. We expect 70 people to attend each.

⇒ **Community and Faith-based Organization Events:** The Denver LBPHC Program will participate in community events in the target neighborhoods. These include community fairs, health fairs, faith-based organization fairs, and school fairs. The Denver LBPHC Program will have a booth space at an estimated ten such events throughout the grant period to disseminate materials and educate the public. At least 2500 people will be reached through these events.

⇒ **Information Dissemination to Faith-based and Community-based Organization:** Denver LBPHC Program staff will make presentations, speak informally, and/or deliver materials to neighborhood associations, civic groups, faith-based organizations, or community groups. We plan to make at least 12 such presentations and reach at least 300 people during the grant period.

⇒ **Coalition Building:** Denver LBPHC staff will participate in lead-related coalitions operating in the Denver metro area. These include the Colorado Lead Education Coalition, the Denver Lead Coalition, the St. Joseph Hospital Community Forum, the Denver Rehab Specialist Group, and Healthy Air for NE Denver Coalition.

⇒ **First-time Homebuyer Workshops:** Denver LBPHC staff will continue to make a presentation to the first-time homebuyers on lead poisoning prevention in the home, lead-safe renovations, and the lead disclosure rule. We expect to train at least 80 people through these workshops

⇒ **Property Management Workshops:** We will provide three workshops for property managers during this the grant period. Workshops will include requirements of the HUD Lead Rule, disclosure requirements, typical lead hazards, maintenance to reduce lead hazards, Fair Housing Act issues with relation to lead hazards, and resources available through the Denver LBPHC Program. We expect 20 people at each workshop.

⇒ **In Home Lead Hazard Training:** As a method of lead poisoning prevention, we will visit the homes of 100 children who have been blood tested at our free testing sites whose blood lead level is between 5 and 10 µg/dL. These visits allow our community-based inspectors to identify potential lead hazards through visual inspection and minimal sampling, and to educate the families about their particular home environments.

TRAINING EFFORTS

Trained Workforce

All contractors who work for the Denver LBPHC Program must be trained in lead-safe practices for interim controls and any work that will disturb lead-based paint. Any contractor who performs work that is considered lead abatement must be state-certified. Grant funds will be available to contractors who wish to become state-certified in lead abatement. We expect that three additional abatement supervisors will become state-certified through the grant program.

The Denver LBPHC program will continue to hold free lead-safe work practices training for contractors, subcontractors and property managers. Outreach to potential trainees will include other housing programs, property management firms, homebuilder associations, and community and faith-based organizations. We will hold four trainings during the grant period and expect to train at least 60 people.

As described in our education and outreach section, we are also planning to hold three workshops for property managers. The workshops will educate them on the requirements of the HUD Lead Rule with regard to lead-safe practices during maintenance work and refer them to a certified training program.

BLOOD LEAD TESTING

Parents of children under six years old will be required to sign a blood lead testing release form through which they must select that either they will get their children tested for blood lead level before the lead hazard control work, or that they refuse due to religious or other personal information. NDHC will follow up six months after the work is complete to request that they have the follow-up blood lead test performed.

The Colorado Department of Public Health and Environment (CDPHE) and Denver Environmental Health (DEH) are the public agencies responsible for case management of children with elevated blood lead levels over 20 µg/dL (or two tests over 15 µg/dL). All laboratory reports of EBL children are sent to these agencies for follow-up regarding case managements. In cases where the Denver Lead Hazard Control Program performs the blood lead test and an EBL child is identified, we notify DEH directly to avoid the time delay in laboratory reporting.

EVALUATION

Database

During our last grant periods we developed a comprehensive database for collecting and analyzing data for the Denver LBPHC Program. The database includes information on the house (age, condition, structure), the family

(age of children, blood lead levels, follow-up testing), lead hazards (dust, paint, soil), and lead hazard control activities and costs. The database allows us to keep track of follow-up evaluation needed, the achievements of the program, cost-effectiveness, and the reporting required by HUD. NDHC staff will be responsible for data collection and data entry into the database.

Blood Lead Data

Blood lead data for children with an elevated blood lead level will be collected before and after lead hazard control work is done in order to evaluate the success of our work. This data will be entered into the database for easy evaluation quarterly and at the end of the grant period.

Follow-up Dust Testing

Follow-up dust testing will be performed in 20-40% of the homes in which lead hazard control was complete. This dust testing will be used to evaluate the success of the lead hazard control measures. Data will be collected and stored in the database for quarterly and final evaluation. If dust hazards are found in the follow-up, we will re-evaluate the hazards and perform additional hazard control if necessary. If we discover an item that should be under the one-year warranty of the contractor, he/she will be called to rectify the problem. If we discover a hazard that was previously not in the description of work, or was due to a faulty work description, we will contract for additional work with the original contractor.

Activity	Measure of Success	Goal
<i>Education and Outreach</i>		
Free blood lead testing	number of children tested	800
Leadership workshops	number of community leaders participating	210
Community events	number of people reached	2500
Property Management Workshops	number of people trained	60
<i>Training/Economic Development</i>		
Contractors certified in abatement	number certified	3
Subcontractors and workers trained in lead-safe practices	number trained	50
<i>Lead Hazard Control</i>		
Units Inspected/Assessed	number completed at end of grant	299
Units Completed and Cleared	number completed at end of grant	120
Follow-up	Follow-up shows measures successful	85% pass rate for follow-up dust testing
<i>Blood Lead Levels</i>		
Testing before lead hazard control begins	percentage of children tested	100% (unless religious opt-out)
Lowered levels	blood lead levels reduced	Six months after lead work complete see a reduction in lead levels for all EBL children
<i>Reporting/Data Collection</i>		
Data Collection	collect data and enter in database	all data entered in database before quarterly reports are due
Quarterly reports to HUD	report within 30 days of quarter's end	100% on-time reporting
Final report	report within 30 days of end of grant	100% on-time reporting

MEASURES OF SUCCESS

We will measure the success of the program by several factors as presented in the table below:

The minimum benchmarks worksheet and the logic model will also be used as tools for evaluating the success of the program.

EXHIBIT A-3

Budget Justification for Northeast Denver Housing Center (Subcontractor)

See Attached:

Exhibit A-3

LBPHC Budget Justification

1. Personnel (Direct Labor)

City and County of Denver:

City of Denver Housing and Neighborhood Development Staff will be responsible for oversight of the project, contract negotiations, and accounting.

John Lucero – Program Manager
(annual \$74,401) x 3years @ 1.3% of FTE = **\$2,897**

Terra Haseman – Community Development Associate
(annual \$42,972) x 3years @ 5% of FTE = **\$6,446**

Nicole Espinoza – Senior Accountant
(annual \$51,334) x 3years @ 1.3% of FTE = **\$2,002**

Kristine Flores – Accounting Technician
(annual \$42,491) x 3years @ 1.3% of FTE = **\$1,657**

Muriel Weinburg – Accounting Technician
(annual \$36,774) x 3 years @ 1.3% of FTE = **\$1,434**

Total staff: **\$ 14,436/ 3 years**

Northeast Denver Housing Center:

Northeast Denver Housing Center (NDHC) staff will be responsible for daily operations of the program, oversight of sub-contractors, lead inspections and risk assessments, and project completion.

Gete Mekonnen – Project Director
(annual \$106,766) x 3years @ 10% FTE = **\$28,874**

Dominique Acevedo – Program Director
(annual \$68,702) x 3years @ 75%FTE = **\$98,661**

Michael Haney - Program Manager
(annual \$50,960) x 3years @ 100% FTE = **\$113,190**

Lynsey Dreis – Rehab Specialist (Risk Assessor)
(annual \$44,658) x 3years @ 100%FTE = **\$133,973**

Jesus Gil Ferrer - Rehab Specialist (Risk Assessor)
(annual \$40,456) x 3years @ 100% FTE = **\$121,368**

Christine Smith-Drier - Program Specialist
(annual \$38,438) x 3years @ 100% FTE = **\$143,640**

Maria Gutierrez- Intake Specialist
 (annual \$41,600) x 3years @ 67%FTE = **\$83,617**

Total Staff: **\$723,323/3 years**

2. Personnel Fringe:

City and County of Denver:

BENEFIT	RATE (%)	BASE	Estimated Cost	HUD share	Applicant Match
health/dental/vision	17.80%	\$14,436	\$2,569		\$2,569
Medicare	1.40%	\$14,436	\$202		\$202
Social Security	6.10%	\$14,436	\$880		\$880
retirement	7.50%	\$14,436	\$1,082		\$1,082
disability	0.15%	\$14,436	\$22		\$22
life	0.32%	\$14,436	\$46		\$46
sick/vacation/holiday	10.7%	\$14,436	\$1,548		\$1,548
Total			\$6,349		\$6,349

Northeast Denver Housing Center:

2. Fringe Benefits	Rate (%)	Base	
Executive Director (G. Mekonnen)	20%	\$28,874	\$5,775
Program Director (D. Acevedo)	20%	\$58,977	\$11,795
Program Manager (M. Haney)	20%	\$113,190	\$22,638
Rehab Specialist (L. Dreis)	20%	\$133,973	\$26,795
Rehab Specialist (J. Gil Ferrer)	20%	\$121,368	\$24,274
Program Specialist(C. Smith)	20%	\$143,640	\$28,728
Intake Specialist (M. Guitierrez)	20%	\$83,617	\$16,723

TOTAL FRINGE: **\$136,728**

3. Travel

OED staff will attend mandatory HUD conferences. See budget line item detail.
 NDHC travel will include staff travel to mandatory HUD conferences. See budget line item detail.
 Mileage reimbursement for staff at standard rate will be included.

4. Equipment

XRF machine - \$20,000

5. Supplies and Materials

NDHC - General office supplies (\$10,005)

5b. Non-consumable Supplies

NDHC – Computers (\$2,400) and lockable filing system (\$900) = \$3,300

LBPHC Budget Justification continued

6. Professional Consultants

NDHC – independent accountant (\$15,000).

7. Program Delivery Contracts and Sub-Grantees

The Visiting Nurses Association of Denver has been a strong supporter of Denver-LBPHC over the past years providing below-market rate blood testing service. Denver-LBPHC plans to conduct 2,025 tests over the 3 year grant period in collaboration and partnership with VNA.

Cost:

1. Test Tubes / Lab/ Supply- \$ 20 / kit x 2,025 = \$40,500
2. Community Based Outreach / Testing (Head Start, WIC, Cross Community, Montessori Child Care , etc.)
4 hrs x \$75/hr (VNA) x 7.5 events = \$2,250
3. Health Fairs and Community Events
6 hrs x \$75/hr (VNA) x 7 fairs or events = \$3,225

Total cost = \$45,975

Lead-Based Paint Hazard Control Contractors:

The Denver-LBPHC will emphasize interim control as the primary approach to reducing the risk of lead based paint. Of the 120 units planned to receive assistance under this program over 70% will be interim measures. The remaining 30% will be expected to be primarily cases warranting more than interim measures.

Total Cost = \$678,843

8. Construction Costs

Since this is considered a non-construction program, this section is not applicable. All of the construction costs associated with lead hazard control are included in Section 7 under Lead Hazard Reduction Contractors.

9. Other Direct Costs

Relocation

The market rent for the Lead Safe House is \$1,491 per month (3 bedrooms for a family making 80% AMI). NDHC will provide 70% of the rental costs as match, with the remaining 30% requested from HUD funds. The unit will be rented for 36 months. Phone service is approximately \$65 per month and average utilities are \$150 per month. We expect 32 LBPHC

families to utilize the house during the grant period. After each use, the house is cleaned for \$120. Repairs and replacements due to tenant usage at budgeted at \$5,000 for the grant period.

Relocation Costs

Expenses	unit	Per unit cost to LBPHC	Per unit match	Total HUD share	Total match
Rent - 36 months	36	\$450	\$1,041	\$16,103	\$58,958
Cleaning – 32 families	32	\$120	\$0	\$3,840	\$0
Repairs	1	\$5,000	\$0	\$5,000	\$0
Utilities and phone	36	\$215	\$0	\$7,740	\$0
Property tax	3	1350		\$4,050	
Property Insurance	3	500		\$1,500	
Total				\$38,233	\$58,958

Total **\$97,191**

Loan Recording Fees

When we perform lead hazard control, we must register the Deed of Trust that secures the lead loan. This costs \$16 per deed. Other recording fees are generated from release of deeds (\$21) and loan subordinations (\$16).

	number	unit cost	total
Record a deed	120	\$16	\$1920
Release of deed	15	\$21	\$315
Subordinations	20	\$16	\$320

Total cost = **\$2,555**

Lab Samples

Samples of paint, dust, and soil are collected during risk assessment/inspections. An XRF will be used for paint testing whenever possible. We estimate 15 samples will be sent to a laboratory for each risk assessment. The cost per sample, including tubes and wipes is approximately \$10 per sample. Dust and soil are collected for clearance tests at a cost of \$15 per sample. Follow-up dust testing will be done on at least 35% of the cleared properties 6 -9 months after clearance is achieved.

	Number	Number of samples per unit	Cost per sample	Total Cost
Risk Assessments	299	15	\$10	\$44,850
Clearance Tests	120	15	\$15	\$27,000
Follow-up tests (35%)	42	5	\$10	\$2100
Total cost				\$73,950

Training

Construction workers, contractors and professional practitioners will be provided with training and certification assistance to increase the local capacity of experts in lead hazard control work.

- a. Up to 50 people will be trained in EPA RRP guidelines and certification, focusing on MBE, WBE and Small businesses that work in the target neighborhoods. The primary consultant for this work will be Groundwork Denver , (a local trainer for National Center for Healthy Housing, EPA certified) to deliver the training in classroom settings. Cost is \$230/pp. **\$11,500**
- b. A total of 13 individuals will receive first time training to become Risk Assessors, Supervisors or workers. Six assessors and supervisors will receive refresher training:

Risk Assessor (2 x \$750)	\$1,500	
Supervisor (3 x \$700)	\$2,100	
Workers (8 x \$450)	\$3,600	
Assessor Refresher (2 x \$200)	\$400	
Supervisor Refresher (2 x \$200)	\$400	\$8,000

Insurance

Insurance to cover NDHC for lead-specific work is approximately \$9,442per year based on previous years' information

Total Cost = \$28,326

Community Based Intake / Bilingual outreach

Denver LBPHC will hire a bi-lingual community-based intake contractor to conduct door-to-door outreach and event marketing of the program and application delivery to targeted neighborhoods. We plan to reach approximately 300 referrals over the course of the funding period.

Total Cost = \$28,858

Education and Outreach Expenses

- 1. Space/Booth/Equipment rental 12 events x \$1000/ event = \$ 12,000
- 2. Annual Event Seminar : 3 X \$ 2500 = \$ 7,500
- 3. Publication/Marketing : \$10,500

Total Education and Outreach Expenses: \$30,000

State Certification Fees

The state of Colorado charges licensing fees for risk assessors, supervisors, and firms. The following table shows the annual costs and the expected years certified.

Certification	Annual	Quantity	Years	Total
Evaluation firm – NDHC	\$500	1	3	\$1,500
Abatement firm - NDHC	\$550	1	3	\$1,650
Risk assessor	\$230	2	3	\$1,380
Supervisor	\$230	2	3	\$1,380
Total:				\$5,910

Cell Phones

Cell phones for 2 rehab specialists and 1 outreach specialist at \$40 per month for 36 months.

Total cost = \$4,320

Other Allocated Offices Expenses

Monthly overhead office expenses for NDHC including equipment rental and maintenance, building maintenance and utilities such as phone and electric total \$2,690. The expenses allocated to the LBPHC grant are estimated to be approximately \$600 per month for 36 months.

Total cost = \$21,600.

Outreach materials

Flyers, brochures, pamphlets, etc.

Total cost: \$7,500

Yard signs

Total cost: \$1,600

Data Management

Computer software

Total cost: \$2,550

XRF source replacement

Total cost: \$6,000

10. Indirect

There are no indirect expenses charged to the grant.

Summary of Matching Funds

Contributor	Amount	Type of Match	Budget Category	Commitment
NDHC	\$37,573	In kind	Relocation	Ltr. Commit.
NDHC	\$28,800	In kind	Office	Ltr. Commit.
DEH	\$10,000	In kind	Staff	Ltr. Commit
NDC	\$30,000	Leveraged non-federal or CDBG rehab dollars	Lead Hazard Control	Letter
Private Owners	\$101,250	Program required contribution for landlords	Lead Hazard Control	Program requirement As in all three grants of past.

GWD	\$12,260	In kind	Outreach	Ltr. Commit
City of Denver	\$179,704	CDBG rehab dollars	LHC	
City of Denver	\$16,008	In kind	Staff	
City of Denver	\$99,996	HHI Match	Other Direct Costs	Ltr of Commit
TOTAL	\$507,081			
Percent Match	25%			