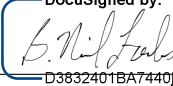
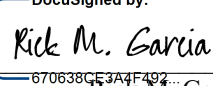
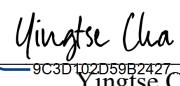


CONTRACT AMENDMENT #1**SIGNATURE AND COVER PAGE**

| | |
|--|---|
| State Agency Department of Local Affairs | Original Contract Number H1HDC21116 CMS #167150 RFP-NHAA-2021000147 |
| Contractor Horne LLP | Amendment Contract Number Amendment #1 CMS#167768 |
| Current Contract Maximum Amount | Contract Performance Beginning Date January 28, 2021 |
| Initial Term | Current Contract Expiration Date June 30, 2021 |
| State Fiscal Year 2021 \$1,138,000.00 | Current Fund Expenditure End Date Jun 30, 2021 |
| Total for All State Fiscal Years \$1,138,000.00 | Contract Authority Authority for this Contract arises from Senate Bill 20B-002 and C.R.S. §24-32-721. |

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

| | |
|--|---|
| CONTRACTOR Horne LLP | STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS |
| <p>DocuSigned by:</p> <p>By:  D3832401BA7440E S. Neil Forbes, Partner</p> <p>Date: 3/7/2021 5:46 AM MST</p> | <p>DocuSigned by:</p> <p>By:  670638CE3A4F492... Rick M. Garcia, Executive Director</p> <p>Date: 3/8/2021 7:37 AM MST</p> |
| <p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:</p> <p>By:  9C3D102D59B2427... Yingtse Cha, Controller Delegate</p> <p>Amendment Effective Date: 3/10/2021 11:01 AM MST</p> | |

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. PURPOSE

Contractor previously was awarded a Contract for Administration of the Division of Housing’s Property Owner Preservation (POP) rental assistance program and Emergency Housing Rental Assistance Program, including program oversight, reviewing and approving applications, customer service, and data management in accordance with Senate Bill 20B-002 and CRS §24-32-721. The Parties entered into the above-referenced Contract on or about January 28, 2021. The Parties now wish to enter into this Amendment #1 in order to increase the Contract Maximum Amount and to update the Statement of Work.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A.** The Contract Maximum Amount table on the Contract’s Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

- B. In Exhibit B, Statement of Work, Paragraph 5, Staffing** is deleted and replaced with the following:

“**5. Staffing:** Contractor shall provide staffing for the following roles:

| Staff Role | Job duties | Maximum Number FTE |
|-----------------------------------|---|---------------------------|
| Program Director | Oversee program staffing; responsibility for meeting program guidelines; liaison with DOH; staff oversight; collaborate with DOH to develop fraud protection protocols, improve system performance, and align state-funded program with Federal Emergency Rental Assistance Guidelines. | 1 |
| Contract Manager | Oversee contracts with local agency or local government partners who are processing EHAP applications, including processing payment requests, providing training and coordinating application access. | 1 |
| Application processing lead | Team lead for application processing team; quality control; training; staff oversight | 7 |
| Application processing specialist | Review and process applications | 42 |
| Customer Service | Monitor program phone and email messages; answer questions from property owners and tenants; assist property owners without computer access or needing reasonable accommodations to complete applications. Spanish and English capacity required. | 5 |
| Investigator | Follow up on potential fraud cases; monitor fraud email and phone line; investigate potential fraud cases; work with DOH to request repayments if HAP agreement breached; conduct random audits to ensure HAP agreements are upheld; implement fraud protection measures. | 5 |

- C. In Exhibit B, Statement of Work, Paragraph 5.3** is deleted and replaced with the following:

“**5.3.** DOH shall be charged the following rates for each role:

| Staff Role | Hourly Billing Rate |
|-----------------------------------|----------------------------|
| Program Director | \$200 |
| Contract Manager | \$175 |
| Application Processing Lead | \$145 |
| Application Processing Specialist | \$110 |
| Customer Service | \$65 |
| Investigator | \$150 |

”

D. In **Exhibit B, Statement of Work**, paragraph **5.4.2, DOH Program Manager**, is deleted and replaced with the following:

“5.4.2. DOH Program Manager. Celia VanDerLoop, celia.vanderloop@state.co.us”

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.