

AMENDMENT TO AGREEMENT

Dated January 1, 2012

By and Between

CUYAHOGA COUNTY, OHIO

Neighborhood Housing Services of Greater Cleveland, Inc.

THIS AGREEMENT is made and entered into this 15th day of July, 2012 by and between the Cuyahoga County, Ohio (the "County"), on behalf of the Department of Development and the Neighborhood Housing Services of Greater Cleveland, Inc. a Corporation Not-For-Profit, with principle office located at 5700 Broadway Avenue, Cleveland, Ohio 44127, ("Provider").

WITNESSETH:

WHEREAS, the County and the Provider entered into Agreement #CE1200239-01 dated January 1, 2012 (hereinafter called the "Agreement") whereby the Provider was awarded \$60,000 in funds an activity entitled Foreclosure Prevention Counseling for Cuyahoga Urban County Homeowners and

WHEREAS, the Agreement expires on December 31, 2012 and

WHEREAS, the amount of the Agreement reads \$60,000, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Provider hereby agree as follows:

1. Except as herein specifically amended, all terms used herein shall have the same meanings as in the Agreement.
2. The date of December 31, 2012 appearing in Item II of the Agreement shall be and is hereby changed to July 15, 2013
3. Approved Budget – Budgetary Details shall be and is hereby changed to add additional non-federal funds of \$20,000 to the budget, which increases the agreement amount from \$60,000 to \$80,000 effective July 15, 2012.
4. Attachment I- Project Activity Description shall be and is hereby changed and is attached hereto, as if fully rewritten herein
5. Except as herein specifically amended, all of the terms and provisions contained in the Agreement are hereby ratified and confirmed and said Agreement is hereby incorporated to the same extent as if fully rewritten herein.

ATTACHMENT
AMENDED APPROVED BUDGET
BUDGETARY DETAILS

AGENCY: Neighborhood Housing Services of Greater Cleveland, Inc.

PROGRAM: Foreclosure Prevention Counseling for Cuyahoga Urban County

Budget for 18 months.

	COST CATEGORIES	BUDGETED AMOUNT
1	Personnel	\$0.00
2	Fringe Benefits	\$0.00
3	Travel	\$0.00
4	Equipment	\$0.00
5	General Overhead	\$0.00
6	Contractual	\$0.00
7	Other	\$80,000.00
	Total	\$80,000.00


Signature of Agency Representative

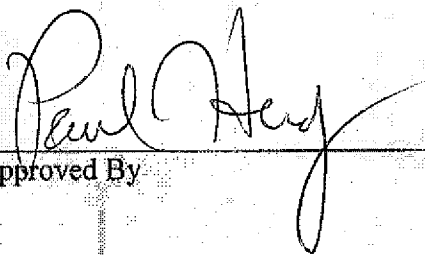
7/23/12
Date


Prepared By

7-18-2012
Date


Reviewed By

7-27-2012
Date


Approved By

7/27/12
Date


By entering into this (agreement/contract/amendment to agreement or contract) or (by submitting a bid) or (by submitting a proposal) I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio revised code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County

IN WITNESS WHEREOF, the County and Provider have caused this Amendment to Agreement to be executed the day, month and year first above written.

CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive

BY:


2012-09-24 09:32:37
Edward FitzGerald, County Executive

NEIGHBORHOOD HOUSING SERVICES OF GREATER
CLEVELAND, INC.

BY:


Executive Director

Schedule A
Project Activity Description
Non Profit Provider
Scope of Services

Agency Name: Neighborhood Housing Services of Greater Cleveland, Inc.

Program Funding: \$80,000

Year Award 1 Year - FY 2011 & St. Luke's Foundation Non-Federal Grant

Areas Served: Cuyahoga Urban County

National Objective: Low and Moderate Income Limited Clientele - 24 CFR 570.208(a)

The use of CDBG funds must be targeted to a specific service area that meets one of two National objectives as designated by the Department of Housing and Urban Development (HUD). These National Objectives are:

1. Providing primary benefit to low and moderate income persons;
2. Aiding in the elimination of slums and blighting conditions.

The criteria used to determine which National Objective is being served is based on information provided by the County Planning Commission's (CPC) 1992, Countywide Slum & Blight Study as updated, and from the 1990 Census Data (low/mod determination).

Eligible Activity: Public Services – 24 CFR 570.206 (c) (c)

CDBG Code	1	2	3
Income Limits	30%	50%	80%
Household Size	Annual	Annual	Annual
1	\$13,400	\$22,300	\$35,700
2	\$15,300	\$25,500	\$40,800
3	\$17,200	\$28,700	\$45,900
4	\$19,100	\$31,850	\$50,950
5	\$20,650	\$34,400	\$55,050
6	\$22,200	\$36,950	\$59,150
7	\$23,700	\$39,500	\$63,200
8	\$25,250	\$42,050	\$67,300

effective per HUD
 Notice issued 12-1-
 2011

Project Description:

The Provider will conduct the following activities during the term of the Agreement. Agencies must carry out their work within Cuyahoga County's foreclosure prevention system, using "211" as a main referral source. All agencies must have the ability to carry out the following mandatory components of the program:

1. Initial appointments must be available within two weeks, at times when clients are free from other responsibilities, at locations accessible by public transportation and accessible to disabled persons.
2. While orientation meetings may be in a group setting, counseling must include private confidential appointments between each homeowner family unit and a trained counselor. Homeowner must be able to reach their counselor by telephone and email during business hours, without undue delay.
3. Counseling agencies must have counselors trained and equipped to analyze mortgage refinancing proposals and advise homeowners whether or not a proposed refinancing is suitable for their situation.
4. Counseling agencies must have counselors trained and equipped to help homeowners decide if they are or may have been victims of predatory lending, and refer them for legal assistance if needed.
5. Counseling agencies must have counselors trained and equipped to help homeowners negotiate feasible mortgage workout plans with their lender or servicer at terms that are fair and suitable.
6. Counseling agencies must have counselors trained and equipped to help homeowners decide if they must sell their home due to a permanent loss of income, and help them make arrangements to sell the home and move to other affordable housing, with referral to other community resources.
7. Counseling agencies must collect all required documentation as instructed by the County based on federal regulations issued by U. S. Department of HUD and HHS, from every homeowner eligible to receive Community Development Block Grant (CDBG) and/or Temporary Assistance for Needy Families (TANF) funded assistance. However, no homeowner shall be denied counseling services solely because they cannot document their CDBG or TANF eligibility after reasonable efforts.
8. Counseling agencies must enter all required information on every homeowner served into the Counselor Max online data collection system. Required information may change over time as new data collection protocols are added. Counselors must be able and willing to learn new procedures for data collection and reporting as directed by Cuyahoga County during the funding and program year. Agencies must put in place a method for tracking progress over time, for at least 1 year.
9. Both counseling and legal service agencies must keep their staff informed on available sources of mortgage refinancing and must assist their clients to apply for suitable mortgage refinancing programs.
10. Legal service agencies may have different intake systems from counseling agencies but must collect required documentation for CDBG and/or TANF funding if they are awarded such funds.
11. Legal service agencies must provide client and case information to the County as directed by the County to the extent it does not violate the attorney client privilege.
12. Legal service agencies must have attorneys and support staff trained and equipped to represent homeowners who are victims of predatory lending in negotiating fair settlements with their lenders.
13. Reimbursement will be made at the rate of \$35.70 per hour of actual counselor time on-site at the Common Pleas Court, plus \$8 per day of each counselor's actual attendance at the Common Pleas Court for parking reimbursement, not to exceed a total of \$20,000

14. Clients served by staff paid with Community Development Block Grant Funds must live in the Cuyahoga Urban County (Cleveland, East Cleveland, Euclid, Lakewood and Parma are excluded) and at least 51% must meet the household income limits above. Clients served through the Common Pleas Court Mediation support program are not subject to household income limits or residency restrictions.

Staff Persons Responsible for Implementing Activity

Director of Community Training
Foreclosure Prevention Manager
Counselor & Literacy Program Manager
Counselors

Program Location and Operations:

Neighborhood Housing Services of Greater Cleveland, Inc.
5700 Broadway Avenue
Cleveland, Ohio 44127

Agency Licensing Requirements:

The Provider has and will maintain all documents required for operation of this program per Local, State and Federal regulations.

These documents include, but are not limited to:

- Articles of Incorporation
- IRS Tax Exempt Status

Reporting Requirements:

The Provider will submit to the Department of Development, on the first (1st) day, no later than the tenth (10th) day following the close of the reporting period the following documentation:

The reporting period is defined as the previous month. Reimbursement for expenses incurred during the reporting period will not be processed unless the monthly performance and financial report as described herein are properly submitted.

1. A monthly program performance report including the total number of clients served and/or total units of service delivered for each service category, and the cumulative year-to-date total number of clients served and/or total units of service delivered for each service category; and the number of unduplicated clients, and the cumulative year-to-date total unduplicated clients served in each service category. Clients may be identified as either households or persons.
2. A listing of each client served including their name, address and community of residence.
3. Demographic information for each client served including race, gender, female-head-of-household, and disability status.
4. Income information for each client served, as either low or moderate income, as defined by HUD for household size.
5. A description of the services provided and corrective actions taken for each client.
6. A narrative report describing any special servicing problems that may modify the pattern of service delivery, including changes in staffing, funding or use of facilities. This report will also describe any special projects or achievements, in addition to describing the general program operations.
7. The status of MBE/FBE contracting activity.

In addition to the aforementioned performance report, a financial report is to be submitted by the Provider to this Department by the first (1st), no later than the tenth (10th) day after the close of the reporting period. The financial report will include: a) a request for payment and/or status of fund's report including a budgetary summary and detailed report; b) an invoice; c) HUD 9902 worksheet with demographic information; d) client list including demographic information; e) copies of documentation that invoice was paid; f) any other supporting documentation requested by the department.

The Provider shall provide the County with a copy of its audit report within 30 days after the completion of the audit.

Should the Provider fail to meet these reporting requirements on an adequate and timely basis, the Department will withhold payments until the necessary information is made available. Continued failure to submit adequate and timely reports will result in the termination of this Agreement.

In the event the actual service delivery falls below the levels specified in this Agreement, action will be taken by the Department of Development to assist the Provider in reaching its service goals. If the performance remains below specified levels for a period of three months, the Department of Development will withhold payments from the agency. Continued failure to meet specified service levels will result in termination of this Agreement.

Amendments to Agreement:

Changes in Schedule A, Scope of Services and Attachment 1 -- Budgetary Details, shall be agreed to by the Department of Development in writing prior to the implementation of any changes. If an amendment to the Agreement is required, the Provider may not proceed with the changes until the amendment is executed by Cuyahoga County.