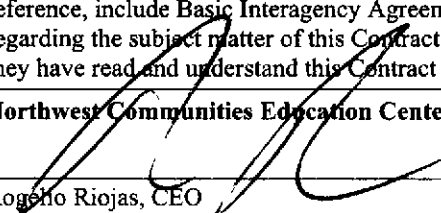
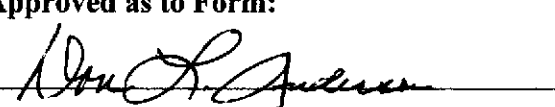


HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A ☒ SUBRECIPIENT ☐ VENDOR		CONTRACT NUMBER: RadioKDNA-COVID-TRAP-2021	
1. NAME/ADDRESS: Northwest Communities Education Center/Radio KDNA 121 Sunnyside Ave P.O Box 800 Granger, WA 98932 (509) 854-2222	2. ORIGINAL CONTRACT AMOUNT: \$1,653,263	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT: \$1,653,263	7. NEW TOTAL CONTRACT AMOUNT: \$1,653,263	
8. CONTACT INFO: Gilbert Alaniz, Director of Special Projects 121 Sunnyside Ave P.O Box 800 Granger, WA 98932 (509) 307-0822 galaniz@kdna.org	9. COUNTY PROGRAM CONTACT INFO: Yakima County Human Services Esther Magasis, Director 128 N 2nd Street, Room 102 Yakima, WA 98901-2639 (509) 574-1366 Esther.Magasis@co.yakima.wa.us	10. COUNTY FISCAL CONTACT INFO: Yakima County Human Services Lance Larsen, Program Analyst 128 N 2nd Street, Room 102 Yakima, WA 98901-2639 (509) 574-1369 Lance.Larsen@co.yakima.wa.us	
11. CONTRACT START DATE: March 1, 2021		12. CONTRACT END DATE: December 31, 2021	
13. FUNDING AUTHORITY: US Dept. of the Treasury passed through to Washington State Department of Commerce			
14. CFDA NUMBER(s): 21.023		15. CFDA TITLE(S): Emergency Rental Assistance Program	
16. PURPOSE: The Treasury Rent Assistance Program Grant is intended to prevent evictions by paying past due and future rent while targeting limited resources to those with the greatest needs and distributing funds equitably.			
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: ☒ Exhibits (specify): ATTACHMENT A – Scope of Work ATTACHMENT B – Budget ATTACHMENT C -Treasury Rent Assistance Program Contract Terms, Special Terms and Conditions, General Terms and Conditions ATTACHMENT D – Department of Commerce Treasury Rent Assistance Program Guidelines			
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.			
Northwest Communities Education Center/Radio KDNA  Rogelio Riojas, CEO <u>6/8/21</u> Date		BOARD OF COUNTY COMMISSIONERS EXCUSED _____ Ron Anderson, Chairman <u>Amanda McKinney</u> Amanda McKinney, Commissioner	
Approved as to Form:  Deputy Prosecuting Attorney Agreement Number BOCC Agreement		<u>LaDon Linde</u> LaDon Linde, Commissioner DATED JUN 22 2021 Attest: <u>Linda Kay O'Hara</u> Julie Lawrence, Clerk of the Board Linda Kay O'Hara, Deputy Clerk	



149 - 2021

Yakima County, WA

GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
 - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
 - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
 - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - D. "Director" means the Director of the Yakima County Department of Human Services.
 - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
 - F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
 - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
 - J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the Budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.

3. **Acknowledgement of Federal Funds:**

Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501")

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

4. **Compliance with Attachment "C" Treasury Rent Assistance Contract Terms**

Grantee must comply with Attachment "C", Treasury Rent Assistance Program Contract Terms. Should any inconsistency in terms exist, the inconsistency shall be resolved by referring to Special Terms and Conditions, Section 11-Order of Precedence.

5. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
6. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
7. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
8. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.

9. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.
 - A. Confidential information as used in this section includes:
 - I. All material provided to the Contractor by the County that is designated as "confidential";
 - II. All material produced by the Contractor that is designated as "confidential" by the County;
 - III. All personal information in the possession of the Contractor that may not be disclosed under State or Federal law. "Personal Information" includes but is not limited to: information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).
 - B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
 - C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
10. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
11. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this

Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.

12. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
13. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
14. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
15. **Circulars "COMPLIANCE MATRIX":** The following compliance matrix identifies the OMB Circulars that contain the requirements, which govern expenditure of federal funds. These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The federal Circulars, which provide the applicable administrative requirements, cost principles and audit requirements, are identified by subrecipient organization type. The will comply with the latest Circular requirements if the ones included have been updated, and superseded.

COMPLIANCE MATRIX

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	A-102 & Common Rule	A-87	A-133
Non-Profit Organizations & Non-Profit Hospitals	A-110	A-122	A-133
Colleges or Universities & Affiliated Hospitals	A-110	A-21	A-133

16. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the

County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

17. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
18. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
19. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
20. **Insurance:**
 - A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.

- B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$2,000,000 per occurrence and \$5,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
21. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- A. Document performance of all acts required by law, regulation, or this Contract;
 - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
 - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
22. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.
- The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
23. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- A. Applicable federal and state of Washington statutes and regulations.
 - B. Attachment C, Treasury Rent Assistance Program Contract Terms Special Terms and Conditions General Terms and Conditions
 - C. Attachment D, Department of Commerce Treasury Rent Assistance Program Guidelines
 - D. Attachment A - Scope of Work

E. Attachment B – Budget

24. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
25. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
26. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
27. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Department of Human Services or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either
28. **Reporting Requirements:**
 - A. **Subgrantee Data Collection:** Grantee will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under

this Agreement performed by subgrantees and the portion of funds expended for work performed by subgrantees, including but not necessarily limited to minority- owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

29. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.
30. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

31. **Religious Activities:** The Contractor acknowledges no portion of the public funds shall be appropriated for or applied to any religious activity or essentially religious endeavors, including but not limited to religious worship, exercise or instruction.

The Contractor acknowledges that government-paid staff is prohibited from conducting religious activities during their on-duty hours.

ALL participation in religious activities by clients must be purely voluntary. Religious activities should be conducted in a place and in a manner that allows clients to opt in (such as going to a room or space separate from the main facility) and that does not stigmatize those who elect not to participate.

No homeless services provided by the Contractor shall be denied due to person's religious affiliation or lack thereof.

32. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
33. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
34. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
35. **Suspension or Termination:**

The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:

- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time; and
- B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement; and
- C. Ineffective or improper use of funds provided under this Agreement; and/or
- D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

36. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.

37. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.

The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

38. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.

39. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.

Attachment A

Scope of Work

The Treasury Rent Assistance Program (T-RAP) Grant is intended to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs while working to distribute funds equitably.

Eligibility and Prioritization

The purpose of eligibility screening criteria is to target those most likely to become homeless but for this assistance.

Households must meet all three of the initial screening criteria:

- Income at or below 80% of Area Median Income (AMI)Area.
- Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.
- At risk of experiencing homelessness or currently experiencing housing instability.

In addition to following the eligibility criteria, the following households must be prioritized:

- Income at or below 50% Area Median Income (AMI).
- Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.

Performance Measurement

Grantees must ensure equitable access to T-RAP.

Equitable access means that the race and ethnicity of people entering T-RAP are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering T-RAP by race and ethnicity.

The percentage of head of households provided rent assistance must at least be equal the proportion to the population living in poverty in the county for each of the following groups:

People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)

Black or African American American Indian and Alaska Native Hispanic/Latinx

Data from all T-RAP grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

Additional performance target includes:

Ten percent of households served must be youth or young adults age 18-24, this includes emancipated 16 and 17 year olds.

Local Variance

Grantees interested in implementing program restrictions or additional eligibility requirements must ensure they are based on vulnerability and/or risk and must first consult with their Commerce T-RAP Grant Coordinator before implementation.

By and For Subgrants

Grantees must actively work to partner with By and For organizations in their communities that assist and serve marginalized populations. It is incumbent on the grantee to identify By and For service providers that can best support their community members in accessing assistance.

By and For organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

Partner with Dispute Resolution Centers

Grantees must coordinate with their local Dispute Resolution Centers (DRC) if one exists within their service area. DRCs can be an important pathway to prevent evictions, and providing rent assistance can be critical to settling disputes.

EXHIBIT B BUDGET

GRANTEE is authorized to spend no more than **ONE MILLION SIX HUNDRED FIFTY-THREE THOUSAND TWO HUNDRED SIXTY-THREE AND 00/100 DOLLARS (\$1,653,263.00) FROM March 1st, 2021 through December 31, 2021.**

<u>Category</u>	<u>Amount</u>
Admin	\$123,994.80
Rent / Fac Support Lease	\$1,214,418.87
By/for	\$134,935.43
Operations	\$179,913.91
TOTAL Year 1	\$1,653,263

SPENDING LIMIT

1. Administrative (Indirect) Costs:

- A. Documentation of Administration and time and effort charges will need to be provided unless the agency has a Federally Approved Cost Allocation Plan. Documentation of the Federally Approved Cost Allocation Plan must accompany the first invoice before payment will be made.

2. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the

County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract

C. Monthly invoices and documentation must be submitted as follows:

- Electronically: Submitted electronic invoices must be provided to your Fiscal Contract Representative contact designated on the Face Sheet of this agreement at the Yakima County Human Services Department. Electronic invoices must be submitted no later than the 10th of the month. If the 10th falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 10th falls on a Sunday, invoices must be received by close of business the following Monday.
- Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services. The signed original invoice must be received no later than the 10th of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services
128 N. 2nd Street, Rom 102
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.
- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.

- G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
- H. The Contractor shall submit reimbursement requests for meals to program clients as part of this agreement. The Contractor agrees that in order to maximize use of available funds to serve the public regarding this service that it shall exercise prudent judgment in selection of meal service providers. Such meal reimbursement shall at no time be higher than \$7 per meal per member of the public served. Such receipts must be itemized, and such reimbursement form must include the total number of members of the public serviced, and reason for the event. Bulk raw food ingredients must also be itemized but are not required to be tied to total number of members of the public serviced.
- I. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
- J. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.

ATTACHMENT C Treasury Rent Assistance Program Contract Terms

U.S. DEPARTMENT OF THE TREASURY EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
 - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
11. Debts Owed the Federal Government.
 - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
 - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the cost of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12 Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13 Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15 Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT D – Department of Commerce Treasury Rent Assistance Program Guidelines



Guidelines

FOR THE

Treasury Rent Assistance Program (T-RAP)

March 1, 2021 through December 31, 2021

**Version 1
March 2021**

Table of Contents

1	Grant Basics.....	4
•	Overview	4
•	Program Goals	4
•	Program Purpose.....	4
•	Authorizing Statute and Fund Sources	5
2	Household Eligibility	5
3	Documenting Household Eligibility	6
•	Income	7
3.1.1	Allowable Income Documentation	7
•	Housing Status	8
•	Financial Hardship	8
•	Documenting Current Rent and Utility Arrears	9
3.4.1	Rent Payment Agreement Form	9
3.4.2	Leases	9
4	Allowable Expenses	10
•	Administration and Operations.....	10
•	Rent and Utilities	11
4.2.1	Calculating Maximum Rent Payment.....	12
4.2.2	Payments.....	12
5	Local Variance	13
6	Coordinated Entry	13
7	Grant Requirements	13
•	Performance Measures	13
•	By and For Sub Grants	14
•	Dispute Resolution Center Partnerships	15
•	Language Assistance Services Requirement	15
•	Changes to Guidelines	16
•	Fiscal Administration	16
7.6.1	Invoicing and Due Dates	16
7.6.2	Budget Revisions	16

8	Additional Requirements	17
•	Ineligible Use of Funds.....	17
•	Policies and Procedures (P&P).....	17
8.2.1	Required P&P	17
8.2.2	Recommended P&P	18
9	Appendix.....	18
vi.	Reporting	18
9.1.1	Information to Retain.....	18
9.1.2	Information to Submit.....	19

1 Grant Basics

1.1 Overview

The Treasury Rent Assistance Program (T-RAP) Grant is part of Washington State's response to the COVID-19 pandemic. Funds are intended to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to the COVID-19 outbreak and are at risk of experiencing homelessness or housing instability.

The T-RAP Guidelines Questions & Answers (Q&A) are posted on the Commerce website : <https://www.commerce.wa.gov/serving-communities/homelessness/cares-act-and-state-rent-assistance/>

1.2 Program Goals

The program goals are:

- Prevent evictions.
- Target resources to very low income households who are unemployed.
- Promote equity in who is served, with a focus on equity for groups of people who historically have not been provided equitable access to rent assistance and those who have disproportionately been impacted by the COVID-19 outbreak: Latinx or Hispanic, young adults, Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander.

1.3 Program Purpose

The Office of Family and Adult Homelessness in the Housing Assistance Unit at the Department of Commerce administers state and federal funds to support homeless crisis response systems in Washington State.

The Treasury Rent Assistance Program is a critical resource in Washington State's response to the COVID-19 pandemic.

We expect Commerce grantees, including county governments and nonprofits, to be leaders, facilitating partnership among service organizations and promoting evidence-based, anti-racist practices.

Grantees must respond to the disproportionality in access to services, service provision and outcomes and cannot simply rely on standard business practices to address inequity. Grantees have the responsibility to ensure all people eligible for services receive support and are served with dignity, respect and compassion regardless of circumstance, ability or identity.

This includes marginalized populations, Black, Native and Indigenous, People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not access mainstream support.

We are here to support your efforts. The Housing Assistance Unit provides access to continuous learning on trauma informed services, racial equity, LGBTQ+ competency and more. We can help you strategize outreach, coordinated entry and help you understand your data so we can meet Washington's vision that no person is left living outside.

1.4 Authorizing Statute and Fund Sources

Federal Coronavirus Response and Relief Supplemental Appropriations Act.

2 Household Eligibility

There isn't enough funding to assist all of the households who may be eligible for rent assistance under this program. The purpose of the eligibility screening criteria is to target those most likely to become homeless but for this assistance.

Households must meet all three of the initial screening criteria:

- e. Income at or below 80% of Area Median Income (AMI).¹
- f. Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.¹
- g. At risk of experiencing homelessness or currently experiencing housing instability.¹

Eligibility criteria must be documented and kept in the household file. *See **Section 3 and the Household Information and Eligibility Form** for more information on documentation standards.*

The following households must be prioritized:

- h. Income at or below 50% Area Median Income (AMI).¹
- i. Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.¹

United States citizenship is NOT an eligibility requirement of this program.

¹ U.S. Department of the Treasury specific guidance

For the purposes of this program a household is the person or people that are obligated to pay rent on a residential dwelling and are seeking assistance together. Roommates sharing a residence, but who each have a separate lease, are not considered a household.

Households in informal rental agreements (e.g. staying with family/friends or in a motel long term) are able to receive financial assistance. *See **Section 3.4 Documenting Current Rent and Arrears** for more information on collecting leases and when a lease is unavailable.*

Households residing in subsidized housing are able to receive assistance if funds are not applied to costs that have been or will be reimbursed under any other assistance. If an eligible household receives a monthly federal subsidy (e.g., a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the renter household may receive T-RAP assistance for the tenant-owed portion of rent or utilities that is not subsidized.¹

Assistance received through this program should not count as a public benefit for the purpose of determining whether someone is considered a public charge. Public charge refers to non-US citizens who have received one or more public benefits, for more than 12 months within any 36-month period. A person considered a public charge is ineligible to become a lawful permanent resident.

Rental assistance provided through this program shall not be regarded as income.¹ Rent assistance received through this program is not regarded as a resource for purposes of determining the eligibility of the household or any member of the household for benefits or assistance, or the amount or extent of benefits or assistance, under any Federal program or under any State or local program financed in whole or in part with Federal funds.¹

3 Documenting Household Eligibility

Household eligibility must be documented using the **Commerce T-RAP Household Information & Eligibility Form**. This Form and accompanying documentation must be kept in the household file and made available to Commerce on demand to confirm grant compliance. Grantees must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.¹ See Form for more detailed information on documentation standards for each requirement.

If a household received financial assistance in the last 60 days and re-applies for assistance, their Household Information and Eligibility Form and documentation are still valid for additional services. If 60 days has passed, they need new eligibility paperwork. In either case, new Payment Forms are necessary for additional rent payments made on their behalf.

The most current version of the Form can be found at <https://www.commerce.wa.gov/serving-communities/homelessness/cares-act-and-state-rent-assistance/>.

3.1 Income

To determine income eligibility, grantees must consider the household's total gross income for calendar year 2020 or the household's current monthly income at the time of application.¹ Income verified for the calendar year 2020 does not need to be re-verified.¹

If a household qualifies based on monthly income, the grantee must re-verify income eligibility every three months for the duration of assistance.¹

Gross Income is the amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

Allowable Income Documentation

3.1.1.1 Source Documentation

Grantees should collect source documentation for income determinations when possible.¹ This can include paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer.¹

An attestation from an employer should include the employees name, employers name, pay amount and frequency, average hours worked per week, amount of any additional compensation.¹

Source documentation can also include a determination letter/statement from another local, state, or federal government assistance program that verified the household income on or after January 1, 2020.¹

Source documentation is flexible and can include photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances.¹

Electronic signatures for all documentation types are allowable.

3.1.1.2 Written Self-Declaration

Under limited circumstances, a grantee may rely on a written self-declaration from the household without income source documentation.¹ Grantees have discretion to allow for self-declarations when accommodating disabilities, extenuating circumstances related to the pandemic, a lack of technological access, or when a household's income, or a portion of it, is not verifiable due to the impact of COVID-19, has been received in cash, or the household has no qualifying income.¹

When appropriate, grantees may rely on an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify their income eligibility.¹

When a written self-declaration is used in place of source documentation, the grantee must re-

verify household income every three months for the duration of assistance.¹

If relying on a self-declaration to document income eligibility, use the ***T-RAP Self Declaration Form***.

3.1.1.3 Annualizing Income

Use one of the following calculations to convert the wage into annual income:

- j. Hourly wage multiplied by hours worked per week multiplied by 52 weeks.
- k. Weekly wage multiplied by 52 weeks.
- l. Bi-weekly (every other week) wage multiplied by 26 bi-weekly periods.
- m. Semi-monthly wage (twice a month) multiplied by 24 semi-monthly periods.
- n. Monthly wage multiplied by 12 months.

3.2 Housing Status

One or more individuals in the household must demonstrate a risk of experiencing homelessness or currently experiencing housing instability. This must be documented and may include:

- o. A past due utility notice or eviction notice, or¹
- p. Statement from the landlord that verifies the household's housing instability (currently late on rent and/or has rental arrears). Verbal verification is allowable, use Household Information and Eligibility Form, or
- q. Self-declaration signed and dated by the household that verifies the applicant's housing instability (currently late on rent and/or has rental arrears, past due utilities, other housing instability details).

3.3 Financial Hardship

One or more individuals in the household must have qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship due directly or indirectly to COVID-19 that threaten the household's ability to pay the costs of the rental property when due.¹ This must be documented and may include:

- r. For documenting unemployment benefits:
 - Copy of most recent payment statement or benefit notice, or,¹
 - Dated mail, fax, email verification, or verbal verification from unemployment administrator that includes amount, or
 - Written self-declaration signed by the applicant that one or more members of the household meets this condition.¹
- s. For documenting all other types of financial hardship:
 - Written self-declaration signed by the applicant that one or more members of the household meets this condition.¹

3.4 Documenting Current Rent and Utility Arrears

Rent Payment Agreement Form

The *Commerce T-RAP Rent Payment Agreement Form* must be completed for households seeking rent assistance. This form and accompanying documentation must be kept in the household file and made available to Commerce on demand to confirm grant compliance.

Landlords can initiate T-RAP financial assistance on behalf of their tenants.¹ Directions for landlords are detailed on the Form. The provider must still verify the household's eligibility.¹

Landlord's initiating assistance must:

- c. Provide the tenant with a copy of the Form, and¹
- d. Accept any payments received as satisfaction of the tenant's rental obligations, and¹
- e. Ensure the tenant signs the Payment Agreement Form at some point in the process.
This can be initiated by the landlord or a grantee.¹ Electronic signatures are allowable.

Please ensure you are using the most current version of the Form by visiting the website at: <https://www.commerce.wa.gov/serving-communities/homelessness/cares-act-and-state-rent-assistance/>

Leases

Grantees must collect, if available, a current lease signed by the applicant household and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount.¹ The entire lease document doesn't need to be provided as long as the tenant and landlord signatures, payment amounts, and rental address are identified.

A lease is a document that contains the following components:

- t. Name of tenant
- u. Name of landlord
- v. Address of rental property
- w. Occupancy (who gets to live at the rental)
- x. Term of agreement (lease start and end date)
- y. Rent rate and date due
- z. Deposits (if any and what for/term)
- aa. Signature of tenant/date
- bb. Signature of landlord/date

3.4.2.1 Rental Address

In the absence of a lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee¹ including a written self-declaration of rental location from the household.

3.4.2.2 Rental Payment Amount

In the absence of a lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit, or other reasonable documentation as defined by the grantee in its policies and procedures.¹

In cases where the household does not have source documentation of the rental payment amount and uses a written self-declaration from the household, the monthly maximum amount of assistance must be 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides.¹ In this case, such assistance may only be provided for three months at a time, and the grantee must obtain source documentation of monthly rent after three months in order to provide further assistance.

4 Allowable Expenses

4.1 Administration and Operations

Grantees are charged with determining whether or not an expense is eligible based on federal CARES Act guidance including the U.S. Department of the Treasury Eviction Rent Assistance guidance.

An administrative or operations cost is eligible if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within your agency budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. For example:

- d. **Administrative** costs are allowable if they are direct expenses related to delivering financial assistance, housing stability, and meeting reporting requirements.¹
- e. **Operations**, the administration of the T-RAP grant, is allowable.¹

Below is an eligibility cost test that may also help with determining if a cost is allowable. If all responses for the particular incurred cost are “true” for all five statements below, then a grantee can feel confident the cost is eligible:

- i. The expense is connected to the COVID-19 emergency.
- ii. The expense is “necessary”.
- iii. The expense is not filling a short fall in government or agency revenues.
- iv. The expense is not funded thru another budget line item, allotment or allocation, as of March 27, 2020.
- v. The expense wouldn’t exist without COVID-19 OR would be for a “substantially different” purpose.

Grantees have the authority and flexibility to determine “necessary” or “substantially different.”

Many costs are clearly eligible and others are in more of a grey area. One could probably justify some of the “grey area” costs based on the test, but are they directly addressing the immediate impacts? Possibly not. In these situations it may be safer and more appropriate to utilize another more flexible fund source.

Indirect costs are not allowable.¹

4.2 Rent and Utilities

Households can receive up to 12 months of financial assistance.¹ Financial assistance can include a combination of rent and utility arrears, current rent and utility payments, future rent payments, and other housing costs related directly or indirectly to COVID-19.¹

Rent

Rent arrears are when any rent payment is missed or past due, including when the current month’s rent is past due. Assistance cannot be provided for arrears that were accrued before March 13, 2020.¹

Future rent is the rent *after* the current month and can be made up to three months at a time.¹

- cc. Households can receive assistance with future rent only, if the household does not have rental arrears and/or the provider has already assisted the household with rental arrears.¹

An additional three months of rent assistance can be provided if the household reappplies and is still experiencing housing instability, and has not already received the maximum amount of assistance (15 months).¹

- dd. After 12 months of assistance has been provided, households can receive an additional three months of financial assistance, totaling 15 months, if necessary to ensure housing stability.¹

Utilities

Utilities and home energy costs are separately-stated charges related to the occupancy of rental property. They can include electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Utilities that are covered by the landlord within rent will be treated as rent. Utility only payments are allowable. Future utility payments are not allowable.¹ All payments for utilities and home energy costs should be supported by a bill, invoice, or evidence of payment to the provider of the utility or home energy service.¹

Other housing costs include relocation expenses and rental fees (if a household has been temporarily or permanently displaced due to the COVID-19 outbreak), reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19), and Internet service provided to the rental unit. Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, telemedicine, and obtain government services.¹ Grantees should adopt policies that determine when covering this cost would be appropriate.¹

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service.¹

Calculating Maximum Rent Payment

Payments can be up to 150% of Fair Market Rent (FMR) and must not be more than the total amount due. FMR calculations do not need to include the cost of utilities.

In cases where the household does not have source documentation of the rental payment amount and relies on a written self-declaration from the household, the monthly maximum amount of assistance must be 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides.¹ In this case, assistance may only be provided for three months at a time and the household must also attest that they have not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation.¹ Grantees must obtain source documentation of the rental payment amount after three months in order to provide further assistance to the household.¹

See the *Commerce T-RAP Household Information and Eligibility Form* for details on how to document.

Payments

Documentation of payments made to a landlord or utility provider on behalf of the household must be provided to the household.¹

If the landlord or utility provider does not agree to accept payment from the grantee after outreach by the grantee, or the landlord cannot be reached, the grantee may make payments directly to the household for them to provide to the landlord or utility provider themselves.¹

Grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments. Outreach will be considered complete if:

- ee. A request for participation is sent in writing, by certified mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing; or¹

- ff. If the grantee has made at least three attempts by phone or email over a 10 calendar-day period to request the landlord or utility provider's participation. All efforts must be documented. The cost of the mailing is an eligible administrative cost.¹

The final outreach attempt or notice to the landlord must be documented.¹

For payments made directly to households, grantees must have systems in place to ensure there is no duplication of payment.¹

5 Local Variation

Grantees interested in implementing program restrictions or additional eligibility requirements must ensure they are based on vulnerability and/or risk. Grantees must first consult with their Commerce T-RAP grant coordinator before implementing. Examples include but are not limited to:

- gg. Restricting income eligibility to less than 80% AMI (for example, using 50% AMI foreligibility and not just prioritization).
- hh. Providing less than three months of future rent payments.
- ii. Prioritizing households that are severely rent burdened.

6 Coordinated Entry

Lead grantees and subgrantees funded by this grant are not required to participate in the county or regional Coordinated Entry (CE) process for the purpose of this grant.

To support effective partnerships, grantees should actively create and maintain relationships with CE. Additionally, grantees should refer households to CE when their needs cannot be met by this grant assistance.

7 Grant Requirements

7.1 Performance Measures

Grantees must work to ensure equitable access to T-RAP.

Equitable access means that the race and ethnicity of people entering T-RAP are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering T-RAP by race and ethnicity.

The percentage of head of households provided rent assistance must at least equal the proportion to the population living in poverty in the county for each of the following groups:

- jj. People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- kk. Black or African American
- ll. American Indian and Alaska Native
- mm. Hispanic/Latinx

Additional performance target includes:

- nn. Ten percent of households served must be youth or young adults age 18-24, *this includes emancipated 16 and 17 year olds.*

Data from all T-RAP grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

Strategies to promote equity in services:

- f. Affirmatively market the program.
- g. Outreach to and develop meaningful connections with tribal communities, farmworkers and other marginalized communities.
- h. Demonstrate a commitment to hiring and promoting people from communities who are most impacted by COVID in your community.
- i. Provide interpretation services to ensure effective communication with people who have limited English proficiency.
- j. Translate all documents and marketing information (including website) into the most common languages spoken by those impacted by COVID in your community.
- k. Offer flexible intake and services such as mobile services, virtual services and outreach-based services.
- l. Ensure direct services staff have relevant cultural humility training and educational materials.

Grantees can review the performance targets for their service area by visiting the website at: <https://www.commerce.wa.gov/serving-communities/homelessness/cares-act-and-state-rent-assistance/>.

7.2 By and For Sub Grants

Grantees must actively work to partner with By and For organizations in their communities that assist and serve marginalized populations. It is incumbent on the grantee to identify By and For service providers that can best support their community members in accessing assistance.

By and For organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

Funds provided to sub grant to By and For organization/s can cover the costs associated with program outreach and assistance to marginalized communities. This can include acting as a referral source, outreach to marginalized communities, providing rental assistance to households directly, or other Operations activities related to T-RAP.

Marginalized communities may include ethnic and racial minorities; immigrants and refugees; individuals who are lesbian, gay, bisexual, and transgender; individuals with disabilities or who are deaf; and Native Americans.

7.3 Dispute Resolution Center Partnerships

Grantees must coordinate with their local Dispute Resolution Centers (DRC) if one exists within their service area. DRCs can be an important pathway to prevent evictions, and providing rent assistance can be critical to settling disputes.

There are many ways to partner with a DRC. The following list is not comprehensive and grantees should work towards a partnership that makes sense for their community.

- ✓ Subcontract to your local DRC to provide rent assistance.
- ✓ Train DRC staff on T-RAP paperwork.
- ✓ Utilize the DRC as a referral source for T-RAP applicants.
- ✓ Engage with DRC staff to help resolve communication challenges between landlords and households.
- ✓ Invite DRC staff to participate in rent assistance provider meetings.
- ✓ Partner households with DRC staff to help establish repayment plans when appropriate.
- ✓ Work with DRC mediators and staff to provide training opportunities to rental assistance providers, landlords, and tenants on the following:
 - Communication to prevent escalation
 - Collaboration for mutual gain
 - Collaborative negotiation
 - Feedback for positive landlord/tenant relationship

7.4 Language Assistance Services Requirement

Lead/subgrantees are required to ensure their customers with disabilities and those with limited English proficiency have access to vital information, and are responsible for ensuring meaningful language assistance services. This requirement can be fulfilled using 1) in-person interpretation: spoken and sign language or 2) remote interpretation using phone or video. Language interpretation costs are an eligible use of grant funds.

The following is a list of organizations that provide language interpretation services over the phone. This is not a comprehensive list or an endorsement of the services they provide; other organizations may be better suited to fulfill the language interpretation requirement:

Lionbridge: <https://www.lionbridge.com/content-transformation-services/interpretation-services/>

Language Link: <https://www.language.link/telephonic-interpretation/>

Linguistica: <https://www.linguisticainternational.com/services/over-the-phone/>

Commerce will assist with language access by translating the required public facing Forms into multiple languages, and can assist grantees with translation of other written materials as requested.

7.5 Changes to Guidelines

Commerce may revise the guidelines at any time. All lead grantees will be sent revised copies. Lead grantees are responsible for sending revisions to subgrantees in a timely manner.

7.6 Fiscal Administration

Invoicing and Due Dates

Grantees must invoice Commerce at least monthly, and can invoice as frequently as weekly, for reimbursement of allowable costs. Invoices are due on the 20th of the month following the provision of services. Final invoices with expenses through December 31, 2021 are due January 30, 2022.

Commerce will monitor spending regularly to help ensure grantees are on track to spend out at least 65 percent of their award by September 30, 2021.

Beginning on September 30, 2021, the Department of Treasury will determine which grantees have obligated at least 65 percent of their award and reallocate the unobligated funds.¹ The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction.¹

In August, Commerce will plan reallocations to meet the federal spending deadline. Grantees that do not meet the invoice deadlines will be subject to grant budget reductions and funds will be reallocated.

Invoices must be submitted online using the Commerce Contract Management System (CMS) through Secure Access Washington (SAW).

Budget Revisions

Grantees can move funds between budget categories without needing an amendment. Submit budget revisions to your T-RAP Grant Coordinator via email for approval. The following restrictions on budget revisions apply:

Budget Category	Move to Other Category
Admin and Operations	Yes

Rent and Utility Assistance	No
By and For Subcontracting	No

8 Additional Requirements

8.1 Ineligible Use of Funds

Lead/subgrantees must inform Commerce if grant funds are spent on ineligible households or expenses. Reasonable attempts must be made to prevent ineligible use of funds.

8.2 Policies and Procedures (P&P)

The following policies and procedures are required and recommended for T-RAP grantees administering financial assistance.

Required P&P

8.2.1.1 Grievance Procedure

Grantees must have a written grievance procedure for households seeking or receiving services which includes the household's right to review decisions and present concerns to program staff not involved in the grievance. This procedure must clearly describe how households can request a review or report concerns and be accessible to all households seeking or receiving services.

8.2.1.2 Termination and Denial of Service Policy

Grantees must have a termination and denial policy. This policy must describe the reasons a household would be denied services and/or terminated from program participation, describe the notification process, and ensure households are made aware of the grievance procedure.

8.2.1.3 Written Self-Declaration Policy

Grantees must specify under what circumstances they will accept written self-declarations from the household without further documentation to determine any aspect of eligibility or the amount of assistance, and in such cases, grantees must have in place reasonable validation or fraud prevention procedures to prevent abuse.¹

8.2.1.4 Eligibility and Prioritization Policy

Grantees must document their policies and procedures for determining a household's eligibility to include policies and procedures for determining the prioritization of households in compliance with the statute and maintain records of their determinations.¹

Recommended P&P

8.2.2.1 Unsafe or Unhealthy Living Conditions

Grantees should adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement.¹

8.2.2.2 Internet Costs

Grantees should adopt policies that govern in what circumstances that they will determine that covering internet costs would be appropriate.¹

8.2.2.3 Prioritization Policy

As part of the Prioritization Policy, grantees should document the preference system (for 50% AMI and unemployed) they plan to use and should inform all applicants about available preferences.¹

9 Appendix

9.1 Reporting

Grantees are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation.

- oo. Grantees within non-Balance of State CoCs may choose to report data in HMIS, but must still complete the Commerce T-RAP Report Form.
- pp. Grantees within the Balance of State Continuum of Care (CoC) must not enter program data into HMIS. Enrollment into an existing CE project is allowable

Grantees must establish data privacy and security requirements for the information collected above that include appropriate measures to ensure that the privacy of the individuals and households is protected, that the information is collected and used only for the purpose of submitting reports, and provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.¹

Information to Retain

Grantees must retain the following information:

Information to Retain	Located On
Landlord's name, address, social security number, tax identification number or DUNS number ¹	Rent Payment Agreement Form
Utility provider's name, address, social security number, tax identification number or DUNS number ¹	Utility Payment Agreement Form
Address of rental unit and city ¹	Rent Payment Agreement Form and Utility Payment Agreement Form

Information to Submit

Grantees must compile the following information using the T-RAP Report Form and email monthly, by the 20th of each month, following the month of service. Grantees must compile all subgrantee information into one report when submitting.

Grantees using local systems to store data may elect to produce a report rather than use the provided T-RAP Report Form. This is allowable if produced in an Excel or CSV file with the data elements listed below. Additionally, reports must be submitted with the same column labels as the T-RAP Report Form.

Summary Information	Located On	T-RAP Monthly Report Tab
Service Month <i>Enter the service month that the report represents. For example: If rents were paid in April 2021, the service month is April 2021 regardless of the rental arrear periods covered.</i>	Rent Payment Agreement Form	Column B
Number of Households Applied¹ <i>Enter the number of households who applied for the TRAP program in the service month.</i>	Internal Tracking	Column B
Number of Households that Received Assistance¹ <i>Enter the number of household that received TRAP assistance (rent or utility assistance) in the service month. This number should equal the number of filled rows on the Household Info Tab.</i>	Internal Tracking and →	Column B
Household Information	Populate From	Household Info Tab
Household ID <i>Create a unique household ID that your organization can connect to household documentation. You can use your own method for creating a Household ID. Do not use identifying information such as initials, name or social security number.</i>	Household Information and Eligibility Form	Column B
Youth & Young Adult Households <i>Select YES if the head of household is age 18-24, or 16-17 year old unaccompanied youth.</i>	Household Information and Eligibility Form	Column C

Gender, Race and Ethnicity¹ <i>Use the drop downs to select the gender, race and ethnicity of the head of household. Gender, race and ethnicity are self-identified. Staff observations should never be used to collect information on gender, race and ethnicity. Provide all options to every head of household applying .</i>	Household Information and Eligibility Form	Columns D-F
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Number of Household Members <i>Enter the total number of household members, including the head of household.</i>	Household Information and Eligibility Form	Column G
Number of Household Members Under 18 <i>Enter the total number of household members under the age of 18. Include the head of household if they are under the age of 18.</i>	Household Information and Eligibility Form	Column H
Total Monthly Income¹ <i>See section 3.1 on income.</i>	Household Information and Eligibility Form	Column I
Household AMI Tier¹ <i>Select the income tier for the household.</i> • 30 percent AMI or less • Between 30 percent AMI and 50 percent AMI • Between 50 percent AMI and 80 percent AMI <i>To determine AMI go to https://www.huduser.gov/portal/datasets/il/il2020/select_Geography.odn and "Click Here for FY 2020 IL Documentation". Select Washington - WA.</i> <i>Then select a county. Click "View County Calculations". Use the household's annual income and number of household members to determine the income tier.</i>	Household Information and Eligibility Form	Column J
Monthly Rent Amount¹ <i>Enter the household's total monthly rent amount.</i>	Rent Payment Agreement Form	Column K
Total Amount of Outstanding Rental Arrears¹ <i>Enter the household's total rent arrears amount before any assistance since March 13, 2020.</i>	Rent Payment Agreement Form	Column L
Total Amount of Rental Arrears Paid and Number of Months¹ <i>Enter the total amount of rental arrears paid for the household by the T-RAP program. Enter the number of months represented in the total payment of rental arrears. Rental arrears includes current rent.</i>	Rent Payment Agreement Form	Columns M and N
Total Amount of Future Rent Paid and Number of Months¹ <i>Enter the total amount of future rent paid for the household by the T-RAP program. Enter the number of months represented in the total payment of future rent.</i>	Rent Payment Agreement Form	Columns O and P

Total Amount of Outstanding Utility and Home Energy Cost Arrears¹ <i>Enter the household's total utility arrears amount before any assistance since March 13, 2020.</i>	Utility Payment Agreement Form	Column Q
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Total Amount of Utility and Home Energy Arrears Paid and Number of Months¹	Utility Payment Agreement Form	Columns R and S
<i>Enter the total amount of utility and home energy cost arrears paid for the household by the T-RAP program. Enter the number of months represented in the total payment of utility and home energy cost arrears. Arrears includes current utility and home energy costs.</i>		