

## AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board  
Yakima County Commissioners' Office, Room 232**

Prepared by:

Meg Scott

Department: Human Services

Requested Agenda Date: APR 18 2023

Presenting: Esther Magasis

Document Title:

Yakima Neighborhood Health Services TRAP 2.0 Rental Assistance Applications  
(YNHS-TRAP-2023)Action Requested: *Check Applicable Box*

PASS RESOLUTION     EXECUTE or AMEND **AGREEMENT CONTRACT or GRANT**  
 ISSUE PROCLAMATION     PASS ORDINANCE     OTHER

Describe Fiscal Impact:

This contract awards \$125,550 to Yakima Neighborhood Health Services.

Background Information:

This contract grants Yakima Neighborhood Health Services \$125,550 for case management for clients who have applied for rental assistance through the FORWARD portal.

Summary &amp; Recommendation:

This contract awards \$125,550 to Yakima Neighborhood Health Services for assisting clients in applying for rental assistance through the FORWARD portal.

Motion:

Motion to approve

Department Head/ Elected Official

Esther Magasis

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial

DC

Signature



Late Agenda Requests Require BOCC Chairman Signature:

HUMAN SERVICES CONTRACT FACE SHEET			
CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: <b>YNHS-TRAP-2023</b>	
1. NAME/ADDRESS: <b>Yakima Neighborhood Health Services</b> <b>UEI: MLLRMK6YJ2P6</b> <b>12 South 8th Street</b> <b>Yakima, WA 98901</b>	2. ORIGINAL CONTRACT AMOUNT: <b>\$125,550</b>	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT: <b>\$125,550</b>	7. NEW TOTAL CONTRACT AMOUNT:	
8. CONTACT INFO: <b>Rhonda Hauff, CEO</b> <b>12 South 8th Street</b> <b>Yakima WA 98907</b> <b>509 574-5552</b> <b>rhonda.hauff@ynhs.org</b>	9. COUNTY PROGRAM CONTACT INFO: <b>Yakima County Human Services</b> <b>Esther Magasis, Director</b> <b>128 N 2<sup>nd</sup> Street, Room 102</b> <b>Yakima, WA 98901-2639</b> <b>(509) 574-1366</b> <b>Esther.Magasis@co.yakima.wa.us</b>	10. COUNTY FISCAL CONTACT INFO: <b>Yakima County Human Services</b> <b>-Lance Larsen, Finance and Data Manager</b> <b>128 N 2<sup>nd</sup> Street, Room 102</b> <b>Yakima, WA 98901-2639</b> <b>(509) 574-1369</b> <b>Lance.Larsen@co.yakima.wa.us</b>	
11. CONTRACT START DATE: <b>3/1/2023</b>	12. CONTRACT END DATE: <b>6/30/2023</b>		
13. FUNDING AUTHORITY: <b>U.S. DEPARTMENT OF THE TREASURY</b>	14. INDIRECT RATE: <b>10%</b>		
15. CFDA NUMBER(s): <b>21.027</b>	16. CFDA TITLE(S): <b>Emergency Rental Assistance Program</b>		
16. PURPOSE: <b>The purpose of the agreement is to assist eligible households apply for emergency rental assistance.</b>			
<b>EXHIBITS:</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures</b> <b>EXHIBIT B – Budget</b> <b>EXHIBIT C – TRAP 2.0 Guidelines</b> <b>EXHIBIT D – Federal Subrecipient Monitoring 14 Required Elements</b> <b>EXHIBIT E – Acknowledgement of Federal Funds</b>			
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.			
<b>YAKIMA NEIGHBORHOOD HEALTH SERVICES</b>  <u>Rhonda Huff</u> Rhonda Huff, CEO 4/3/2023  Date  <b>Approved as to Form:</b>  <u>Daniel Clark</u> Deputy Prosecuting Attorney  <b>Agreement Number</b> BOCC Agreement	<b>BOARD OF COUNTY COMMISSIONERS</b>  <u>LaDon Linde</u> LaDon Linde, Chair  <u>Amanda McKinney</u> Amanda McKinney, Commissioner  <u>Kyle Curtis</u> Kyle Curtis, Commissioner  <b>DATED</b> <u>APR 18 2023</u> <b>Attest:</b> <u>Julie Lawrence, Clerk of the Board</u> <u>Erin Franklin, Deputy Clerk of the Board</u>		

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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. **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.
4. **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.
5. **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.
6. **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.
7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.
13. **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

14. **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.

15. **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.

16. **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.
17. **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.
18. **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.

19. **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.

20. **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.

21. **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. Federal Guidelines for ERA
  - C. Special Terms and Conditions of this Contract;
  - D. This Contract.

22. **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 Contactor has a right to grant such a license.

23. **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.
24. **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.
25. **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 the County or the Contractor.
26. **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.
27. **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.

28. **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.

29. **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.

30. **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.
31. **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.

32. **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.

33. **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.

34. **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).
35. **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.
36. **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.

## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

#### **1. Purpose of the Agreement:**

The Contractor will be responsible for helping stabilize clients with case management who have applied for rental assistance through the FORWARD portal following the guidelines established in the U.S Department of the Treasury Emergency Rental Guidelines and the Yakima County COVID Rental Assistance Guidelines. In the event that the two guidelines should contradict, contractor and Yakima County shall defer to the U.S Department of the Treasury Emergency Rental Guidelines.

#### **2. Program Delivery:**

The Contractor agrees to provide the following program services:

Project Description:	Yakima Neighborhood Health Services COVID Rental Assistance
Project Type:	Rental Assistance
Projected # of Households Served:	Up to 500

Population Served	
X	Single Men + Single Women
	Single Men Only
	Single Women Only
X	Single Women + Households with Children
X	Households with Children
X	Young Adults

#### **3. Key Activities:**

Grantee must follow all Guidelines as specified with the U.S Department of the Treasury Emergency Rental Guidelines and the Yakima County COVID Rental Assistance Guidelines. In the event that the two guidelines should contradict, contractor and Yakima County shall defer to the U.S Department of the Treasury Emergency Rental Guidelines.

##### **A. PROGRAM ACCOUNTABILITY**

Data is collected and reported accurately.

Data is submitted by the 10<sup>th</sup> of each month for the preceding month.

##### **B. FISCAL ACCOUNTABILITY**

Less than 25% of reimbursement invoices are submitted late (after the 10<sup>th</sup> of the month) over the length of the contract period.

Less than 25% of reimbursement invoices need to be resubmitted due to clerical errors over the length of the contract period.

**4. Adherence to State and Federal Anti-Discrimination Laws:**

Program must adhere to the following anti-discrimination laws:

- A. Program ensures equal access for people regardless of race, national origin, gender identity, sexual orientation, marital status, age, veteran or military status, disability, or the use of an assistance animal.

Programs designed to serve families with children ensure equal access regardless of family

## EXHIBIT B MODIFIED BUDGET

GRANTEE is authorized to provide services under this agreement at a rate of up to and not to exceed more than **ONE HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED FIFTY AND 00/100 DOLLARS (\$125,550)** FROM March 1st, 2023 through June 30th, 2023.

<u>Allowable Expenses</u>	<u>Amount</u>
<ul style="list-style-type: none"> <li>• Operations specific to Case Management Services.</li> <li>• Federally negotiated indirect rate or de minimus 10%</li> </ul>	\$125,550
<b>TOTAL</b>	<b>\$125,550</b>

Yakima County agrees to fund operations specific to case management services as described below commencing on the date of the modification up to 6/30/2023 date.

Contractor shall submit invoices to Yakima County for actual salary and benefits of employees that perform work as well as other grant applicable expenses related to the case management services. These costs shall not exceed an amount of \$75 dollars per hour for employee salary and benefits, and actual costs incurred for case management services in addition to the salary and benefits. Yakima County reserves the right to approve or disapprove of various submitted expenses regarding the case management work.

Case Management operations costs will be provided as follows:

Goal: Reduce housing insecurity within households by utilizing other supports within the community to develop a patchwork of skills and services that clients can utilize once the financial project-based case management has ceased. Increased knowledge of other housing resources, food resources, transportation resources, technology skills, and other mental health and physical health resources within participants.

By including financial literacy and employment supports with the case management and financial assistance for housing costs, households will have the capacity to maintain their housing. Agree we will provide employment supports and financial stability training to improve economic outcomes in households in Northeast, provide employment and career counseling, one-on-one financial coaching and education and low-cost financial products that help build credit, savings and assets including home ownership support. They also connect clients with income supports such as food stamps, utilities assistance and affordable health insurance.

Exhibit C  
TRAP Guidelines



## **Guidelines**

FOR THE

# **Treasury Rent Assistance Program (T-RAP)**

**Version 3**  
**March 2022**

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## 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 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 people, Native and Indigenous people, 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 T-RAP 1.0 and T-RAP 2.0**

These guidelines contain information for both Treasury Rent Assistance Programs, T-RAP 1.0 and T-RAP 2.0, also known as U.S. Department of Treasury's Emergency Rent Assistance Program, ERA1 and ERA2. Program differences between T-RAP 1.0 and T-RAP 2.0 are embedded throughout the guidelines, as well as highlighted in Appendix I.

#### **1.5 Authorizing Statute**

##### **T-RAP 1.0:**

Consolidated Appropriations Act, 2021.

##### **T-RAP 2.0:**

American Rescue Plan Act, 2022.

## **2 Household Eligibility and Prioritization**

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.

##### **T-RAP 1.0:**

- ✓ Income at or below 80% of [Area Median Income \(AMI\)](#).
- ✓ 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.

##### **T-RAP 2.0:**

- ✓ The household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)) using the [Median Family Income Documentation System](#) or Income at or below 80% of [Area Median Income](#) (AMI)).
- ✓ Experiencing a financial hardship **during**, or directly or indirectly due to the COVID-19 outbreak.
- ✓ At risk of experiencing homelessness or currently experiencing housing instability.

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

***Prioritization:***

The following households must be prioritized for both T-RAP 1.0 and T-RAP 2.0:

- ✓ 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.

Grantees must post their prioritization methods on their agency website.

***Additional Information:***

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

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 3.4.2 for more information on documenting rental obligation and address 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 household-owned portion of rent or utilities that is not subsidized.

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. 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.

### **3 Documenting Household Eligibility**

All eligibility requirements must be met in order for a household to receive financial assistance (rent, utilities, and/or other housing costs). 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 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. The Form details information on documentation standards for each requirement.

Commerce prohibits grantees from collecting evidence to substantiate a household statement or adding any additional criteria, such as identification, Social Security numbers, birth certificates or medical documentation.

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 UNLESS a self-declaration was used to determine income eligibility, in which case, income eligibility will still need to be re-certified. If 60 days has passed, new eligibility paperwork and Payment Forms are needed regardless.

Electronic signatures for all documentation types are allowable.

Current versions of all Forms are located 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. Grantees may choose between using the Department of Housing and Urban Development's (HUD) definition of "annual income" in [24 CFR 5.6094](#) and using [adjusted gross income](#) as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes.

### 3.1.1 Documentating Income

#### 3.1.1.1 Self-Declaration

Commerce encourages grantees to rely on a self-declaration to document household income. If a self-declaration is used to document income and the household re-applies for additional assistance within 60 days, their income documentation must still be re-verified.

If relying on a self-declaration to document income eligibility, use self-declaration embedded in the Household Information and Eligibility Form.

##### 3.1.1.1.1 Fact-specific proxy

A fact-specific proxy can also be used in conjunction with a self-declaration. A fact-specific proxy is a data set showing average incomes in the household's geographic area. Grantees can opt to utilize Commerce's approved fact-specific proxy method, located at [Fact-Specific Proxy - Census Tracts.xlsx | Powered by Box](#). *Grantees choosing to utilize a different fact-specific proxy method must seek approval from their grant coordinator prior to implementation.*

#### 3.1.1.2 Source Documentation

Grantees can collect source documentation for income determinations when it is readily available. This can include paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer. An attestation from an employer should include the employee's name, employer's name, pay amount and frequency, average hours worked per week, amount of any additional compensation. 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.

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.

Grantees have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access 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.

##### ***Requirement for extenuating circumstances:***

If there are barriers or time constraints associated with collecting source documentation to substantiate a household's income, grantees must utilize the flexibility of self-declarations and fact-specific proxies.

##### 3.1.1.2.1 Categorical Eligibility

If an applicant's household income has been verified in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income or status as

a low-income family, provided that the determination for such program was made on or after January 1, 2020. Grantees can use the DSHS Benefits Verification System to document this eligibility determination. See Section 7.10 and Appendix I for more information.

### 3.1.1.3 Annualizing Income

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

- ✓ Hourly wage multiplied by hours worked per week multiplied by 52 weeks.
- ✓ Weekly wage multiplied by 52 weeks.
- ✓ Bi-weekly (every other week) wage multiplied by 26 bi-weekly periods.
- ✓ Semi-monthly wage (twice a month) multiplied by 24 semi-monthly periods.
- ✓ 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:

- ✓ 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), use self-declaration embedded in Household Information and Eligibility Form.
- ✓ Rent Payment Form requesting assistance for rent arrears.
- ✓ A past due utility notice or eviction notice.
- ✓ 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.

## 3.3 Financial Hardship

For documenting unemployment benefits and other types of financial hardship:

- ✓ Written self-declaration signed by the applicant that one or more members of the household meets this condition. Use self-declaration embedded in Household Information and Eligibility Form.
- ✓ Copy of most recent payment statement or benefit notice, or,
- ✓ Dated mail, fax, email verification, or verbal verification from unemployment administrator that includes amount.

### T-RAP 1.0

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 **directly or indirectly** due to the COVID-19 pandemic that threaten the household's ability to pay the costs of the rental property when due.

## T-RAP 2.0

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 **during** the COVID-19 pandemic that threaten the household's ability to pay the costs of the rental property when due.

### 3.4 Documenting Rental Obligation and Utility Arrears

#### 3.4.1 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 to confirm grant compliance.

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

Landlord's initiating assistance must:

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

Current versions of all Forms are located at <https://www.commerce.wa.gov/serving-communities/homelessness/cares-act-and-state-rent-assistance/>.

#### 3.4.2 Leases

If requested and available, landlords must submit 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. If collecting a lease is administratively burdensome and slows down the application processing time, grantees may require the landlord to make the lease available only upon request. If requested, the entire lease document doesn't need to be provided as long as the household and landlord signatures, payment amounts, and rental address are identified.

A lease is a document that contains the following components:

- ✓ Name of household
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Occupancy (who gets to live at the rental)
- ✓ Term of agreement (lease start and end date)
- ✓ Rent rate and date due

- ✓ Deposits (if any and what for/term)
- ✓ Signature of household/date
- ✓ Signature of landlord/date

#### **3.4.2.1 Rental Addresss**

The Rent Payment Agreement Form can be used as documentation of rental address if collecting a lease is administratively burdensome and slows down the application processing time. In cases where the household is fleeing violence or is in the address confidentiality program, the applicant's physical address can be redacted.

#### **3.4.2.2 Rental Payment Amount**

The Rent Payment Agreement Form can be used as documentation of rental payment amount when payment is made to the landlord. If payment is made directly to the household, 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.

In cases where a written self-declaration from the household is used, 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. 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**

The Administration/Operations budget category, or Admin budget category, must be used on costs associated with administering T-RAP. All amounts billed these categories must be supported by actual costs.

Expenses that are directly attributable to this program may include:

- ✓ Shared costs that are allocated directly by means of a cost allocation plan.
- ✓ Salaries and benefits for staff costs, including but not limited to program staff, human resources staff, bookkeeping staff, IT staff and accounting staff.
- ✓ Intake and assessment, including time spent assessing a household, whether or not the household is determined eligible.
- ✓ Outreach services.
- ✓ Data collection and entry for the required T-RAP Report Form require by Commerce.
- ✓ Office space, utilities, supplies, phone, internet, and training related to grant management and/or service delivery.
- ✓ IT software used to process T-RAP applications or household information.
- ✓ General liability insurance and automobile insurance.

*The above examples are not a comprehensive list. Consult with your T-RAP Grant Coordinator if you're unsure if an expense is allowable.*

**T-RAP 1.0**

Budget category is Admin/Ops.

**T-RAP 2.0**

Budget category is Admin.

**4.2 Indirect**

Grantees may apply their indirect cost rate to their award in accordance with the Uniform Administrative Guidance (2 CFR Part 200). Indirect costs may be allocated to each eligible component, so long as the cost is an eligible cost in the grant award and agreement under which the grantee operates.

**4.3 Financial Assistance**

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. Assistance cannot be provided for arrears that were accrued before March 13, 2020.

Households can receive up to 18 months of financial assistance cumulatively if receiving assistance from both T-RAP 1.0 and T-RAP 2.0.

**T-RAP 1.0**

Households receiving T-RAP 1.0 only can receive up to 15 months of financial assistance.

**T-RAP 2.0**

Households receiving T-RAP 2.0 only can receive up to 18 months of financial assistance.

**4.3.1 Rent**

Rent arrears are when any rent payment is missed or past due, including when the current month's rent is due. Future rent is the rent *after* the current month and can be provided for up to three months at a time.

- ✓ Households can receive assistance with only future rent if the household does not have rental arrears and/or the provider has already assisted the household with rental arrears.
- ✓ An additional three months of future rent assistance can be provided if the household reapplies and is still experiencing housing instability, and has not already received the maximum amount of assistance.

Rental payments for mobile home space, lot rent, and mooring fees are allowable. Households in informal rental agreements (e.g. staying with family/friends or in a hotel/motel long term) are able to receive financial assistance. Short term hotel/motel stays can be allowable under Other Housing Costs, see below for more information.

Grantees may use funds to pay for an additional rental payment required by a landlord as a condition to entering into a lease with a “hard-to-house” household that would not qualify under the landlord’s previously established, non-discriminatory, and lawful screening or occupancy policies. “Hard-to-house” applicants are those who, during the preceding 12 months, suffered an eviction; aged out of foster care or similar arrangements; were convicted of a criminal offense or released from incarceration; or experienced homelessness. The additional payment must be documented in the written lease agreement as additional rent and may not, in the aggregate, exceed one month’s rent (excluding the additional payment). Grantees should establish reasonable safeguards to ensure these additional rental payments do not incentivize landlords to adopt more stringent leasing policies and are otherwise compliant with any rent or security deposit restrictions imposed by state or local law.

#### **4.3.2 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. 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.

Separately stated utility charges included in the lease agreement that are paid to the landlord will be reported on the Rent Payment Agreement Form and paid with rent. Utility charges paid to a third party utility company will be reported on the Utility Payment Form.

#### **4.3.3 Rent and Utilities at a Previous Address**

Grantee can provide assistance for rental or utility arrears after a household has vacated a unit. As a condition of receiving payment, grantees should have landlords and utility providers agree to not engage in collection efforts regarding the arrears that are paid or related fees or expenses. They should also ensure that any reports to credit agencies will confirm the matter’s resolution. Grantees may consider requiring the landlord or utility provider to notify the tenant that payment has been received and that there will be no further collection efforts.

#### **4.3.4 Other Housing Costs**

Other Housing Costs can include relocation expenses, rental fees, reasonable accrued late fees (if not included in rental or utility arrears), short-term hotel/motel stays, and internet service provided to the rental unit. Grantees should adopt policies that determine when covering these costs would be appropriate.

If a housing-related expense is included in a bundle or an invoice that is not itemized (for example, internet services bundled together with telephone and cable television services) and obtaining an itemized invoice would be unduly burdensome, grantees may establish and apply reasonable procedures for determining the portion of the expense that is appropriate to be covered by T-RAP.

All payments for Other Housing costs must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service.

#### **T-RAP 1.0**

Other Housing Costs must be related to housing and incurred directly or indirectly due to COVID-19.

#### **T-RAP 2.0**

Other Housing Costs must be related to housing, but do not have to be incurred due to COVID-19.

##### **4.3.4.1 Short Term Hotel/Motel Costs as Other Housing Costs**

A short term hotel/motel stay can be covered under Other Housing costs provided that:

- ✓ The household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere;
- ✓ The total months of assistance provided to the household do not exceed the applicable time limits for T-RAP 1.0 and T-RAP 2.0; and
- ✓ Documentation of the hotel or motel stay is provided.

The cost of the hotel or motel stay would not include expenses incidental to the charge for the room.

Grantees covering the cost of such stays must develop policies and procedures detailing under what circumstances they would provide assistance to cover such stays. In doing so, grantees should consider the cost effectiveness of offering assistance for this purpose as compared to other uses. If a household is eligible for an existing program within Coordinated Entry than can provide similar assistance for hotel or motel stays, grantees should utilize such programs instead.

##### **4.3.5 Relocation Assistance**

T-RAP funds can be used to provide relocation assistance to eligible households. This can include rent, utilities, and/or deposits or rental fees for a new unit. Grantees will need to determine whether the type of relocation assistance provided is Rent, Utilities, and/or Other Housing Costs in order to know which T-RAP Payment Form to utilize. Other Housing Costs relocation expenses include security deposits or fees related associated with securing a new

unit. In order to provide relocation assistance to a new unit, the landlord and the household must enter into a lease of at least six months. For reporting purposes, grantees may consider these commitments to be an obligation of funding until their expiration.

#### **4.3.6 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.

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. 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 do not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. Grantees must obtain source documentation of the rental payment amount after three months in order to provide further assistance to the household.

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

#### **4.3.7 Payments**

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

##### **4.3.7.1 Payments to Households**

###### **T-RAP 1.0**

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.

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

- ✓ 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 seven calendar days after mailing; or
- ✓ If the grantee has made at least three attempts by phone, text, or email over a five calendar-day period to request the landlord or utility provider's participation; or
- ✓ A landlord confirms in writing that they do not wish to participate.

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

## **T-RAP 2.0**

T-RAP 2.0 does not require grantees to seek the cooperation of the landlord or utility provider before providing assistance directly to the household. However, if grantees choose to seek the cooperation of landlords or utility providers before providing assistance directly to households, it is encouraged that the grantee apply the same outreach efforts as described above.

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

### **4.3.7.2 Bulk Payments**

Grantees may establish reasonable procedures for combining the assistance provided for multiple households into a single “bulk” payment made to a utility provider or landlord.

Grantees should ensure that any such arrangements:

- ✓ Comply with applicable privacy requirements;
- ✓ include appropriate safeguards to ensure payments are made only for eligible households; and
- ✓ are documented in records satisfying the grantee’s reporting requirements, including, for example, the amount of assistance paid for each household.

### **4.3.7.3 Estimated Payments**

Grantees may adopt policies and procedures enabling landlords and utility providers to receive assistance based on reasonable estimates of arrears owed by multiple households, before their application and documentation requirements are satisfied. Specifically, a grantee may provide for payments based on such estimates if:

- ✓ The landlord or utility provider certifies that its estimate is reasonable based on information available to it at the time,
- ✓ the grantee requires the landlord or utility provider to receive all required documentation within six months, and
- ✓ the landlord or utility provider agrees in writing to return to the grantee any assistance the landlord or utility provider receives that the household was ineligible for or for which the required documentation is not received within six months.

Grantees are encouraged to limit such payments to a portion of the landlord’s or utility provider’s estimate (for example, 50 or 75 % of the estimated amount) to limit the risk of providing funds that are used for an ineligible purpose and subsequently must be returned. If an estimated payment is subsequently found to have been used for an ineligible household or an ineligible expense, or if the required documentation is not timely submitted, the payment will be considered an ineligible use of T-RAP funds.

Data-sharing agreements between grantees and utility providers or landlords with multiple units may reduce administrative burdens and enhance program integrity by providing

information to validate tenant-provided information. Therefore, grantees may establish prudent information sharing arrangements with utility providers and landlords for determining household eligibility.

## 5 Local Variance

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:

- ✓ Restricting income eligibility to less than 80% AMI (for example, using 50% AMI for eligibility and not just prioritization).
- ✓ Providing less than three months of future rent payments.
- ✓ 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 receiving T-RAP assistance are similar to the community demographics. Equitable access is measured by comparing the % of people in poverty by race and ethnicity to the % of people receiving T-RAP by race and ethnicity.

Race and ethnicity will be measured in 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

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.*

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:

- Affirmatively market the program.
- Outreach to and develop meaningful connections with tribal communities, farmworkers and other marginalized communities.
- Demonstrate a commitment to hiring and promoting people from communities who are most impacted by COVID in your community.
- Provide interpretation services to ensure effective communication with people who have limited English proficiency.
- Translate all documents and marketing information (including website) into the most common languages spoken by those impacted by COVID in your community.
- Offer flexible intake and services such as mobile services, virtual services and outreach-based services.
- 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 By and For organizations 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.

- ✓ Prioritize referrals from the local DRC for households involved in the Eviction Resolution Pilot Program (ERPP).
- ✓ Embed a release of information in your intake process to be able to communicate with DRC staff.
- ✓ Subcontract to your local DRC to provide rent assistance.
- ✓ Train staff on T-RAP program eligibility.
- ✓ Receive T-RAP referrals from the DRC.
- ✓ 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 households on the following:
  - Communication to prevent escalation
  - Collaboration for mutual gain
  - Collaborative negotiation
  - Feedback for positive landlord/household relationship

### 7.4 Civil Legal Aid Partnerships

Civil legal aid services continue to be a crucial support in helping households maintain housing. Grantees should partner with these providers if one exists within their service area. The following list is not comprehensive and grantees should work towards a partnership that makes sense for their community.

- ✓ Train staff on T-RAP program eligibility and paperwork.
- ✓ Receive T-RAP referrals from civil legal aid staff.

- ✓ Engage with civil legal aid staff to help resolve communication challenges between landlords and households.
- ✓ Invite civil legal aid staff to participate in rent assistance provider meetings.

## 7.5 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.

## 7.6 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.

## 7.7 Fiscal Administration

### 7.7.1 Expenditure Deadlines

Commerce will monitor spending monthly to ensure grantees are on track to meet expenditure deadlines.

Grantees that do not meet the expenditure deadlines below will be required to address the following components in writing:

- ✓ Policies and practices recommended by Treasury and/or Commerce that have already been implemented, such as the use of self-attestations to document income in combination with the fact-specific proxy;
- ✓ eviction diversion partnerships with Dispute Resolution Center Staff and civil legal aid organizations; and engaging with By and For providers;

- ✓ whether or not the grantee has adopted any policies or practices that Treasury and/or Commerce have discouraged, such as the collection of extra documentation not required by the program guidelines;
- ✓ key obstacles to delivering T-RAP assistance to eligible households in the grantee's jurisdiction;
- ✓ actions that will be taken to increase program expenditures; and
- ✓ a projection of the grantee's T-RAP expenditures over the next four months.

#### **T-RAP 1.0**

Grantees must be on track to spend out at least 30% of their award by September 30, 2021.

Beginning on September 30, 2021, Treasury will determine which grantees have obligated at least 65% of their award, and expended at least 30% of their award, and will reallocate funds based on these factors. Beginning with the 30% threshold established for September 2021, grantees must continue to expend an additional 5% each month. The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction.

In November 2021, Commerce will plan reallocations to meet the federal expenditure deadline. Grantees that do not meet the deadlines may be subject to grant reductions and funds will be reallocated.

#### **T-RAP 2.0**

Commerce will monitor spending regularly to help ensure grantees are on track to obligate at least 50% of their award by March 31, 2022. Beginning on March 31, 2022, Treasury will determine which grantees have obligated at least 50% of their award and reallocate the unobligated funds. The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction.

In February 2022, Commerce will examine spending and plan reallocations to meet the federal spending deadline. Grantees that do not meet the deadlines may be subject to grant reductions and funds will be reallocated.

#### **7.7.2 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 20<sup>th</sup> of the month following the provision of services. Invoices must be submitted online using the Commerce Contract Management System (CMS) through Secure Access Washington (SAW).

#### **T-RAP 1.0**

Final invoices with expenses through September 30, 2022 are due October 31, 2022.

#### **T-RAP 2.0**

Final invoices with expenses through June 30, 2023 are due July 13, 2023.

### 7.7.3 Budget Revisions

Grantees can move funds between certain budget categories. An amendment is not needed for allowable budget revisions. Submit budget revision requests 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/Admin	Yes, Rent and Utility Assistance only
Housing Stability Services	Yes, Rent and Utility Assistance only
Rent and Utility Assistance	No
By and For Subcontracting	No

### 7.7.4 Advance Payments

Grantees can use the Advance Payment Request Form and procedure to request an amount of funds to be paid forward on a quarterly basis.

## 7.8 Policies and Procedures (P&P)

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

### 7.8.1 Required P&P

#### 7.8.1.1 Grievance Procedure

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

#### 7.8.1.2 Termination and Denial of Service Policy

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

#### 7.8.1.3 Written Self-Declaration Policy

Grantees must specify under what circumstances they will accept written self-declarations from the tenant 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.

#### **7.8.1.4 Eligibility and Prioritization Policy**

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

#### **7.8.1.5 Temporary Hotel/Motel Stays Policy**

Grantees must develop policies and procedures detailing under what circumstances they would provide assistance to cover hotel/motel stays with Other housing Costs. In doing so, grantees should consider the cost effectiveness of offering assistance for this purpose as compared to other uses. If a tenant is eligible for an existing program with narrower eligibility criteria that can provide similar assistance for hotel or motel stays, such as the HUD Emergency Solutions Grant program or FEMA Public Assistance, grantees should utilize such programs prior to providing similar assistance under the T-RAP program.

#### **7.8.1.6 Ineligible Use of Funds**

Grantees must inform Commerce if grant funds are spent on ineligible households or expenses. Reasonable attempts must be made to prevent ineligible use of funds. Grantees must have a written procedure for when fraudulent activity by the landlord or household is suspected that includes the following components:

- ✓ Steps for investigating
- ✓ When to notify law enforcement
- ✓ How grantees will seek return of funds if substantiated

Grantees can choose to adopt Commerce's sample policy for addressing fraud. Please consult with your Grant Coordinator for assistance.

#### **7.8.1.7 Collecting a Lease**

If collecting a lease is administratively burdensome and slows down the application processing time, grantees may require the landlord to make the lease available only upon request. Grantees must have a policy and procedure for when they will request a lease to verify rental payment amount and address.

### **7.8.2 Recommended P&P**

#### **7.8.2.1 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 tenant satisfies this requirement.

#### **7.8.2.2 Internet Costs**

Grantees should adopt policies that determine in what circumstances that it would be appropriate to cover internet costs.

### 7.8.2.3 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.

## 7.9 Reporting

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

- ✓ Grantees within non-Balance of State Continuum of Care (CoC)s may choose to report data in HMIS, but must still complete the Commerce T-RAP Report Form.
- ✓ Grantees within the Balance of State 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 tenants is protected, that the information is collected and used only for the purpose of submitting reports, and that provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

Grantees must compile data elements using the T-RAP Report Form and email monthly, by the 7<sup>th</sup> of each month, following the month of service. Grantees must compile all subgrantee information into one report when submitting. Separate Report Forms for both T-RAP 1.0 and T-RAP 2.0 must be submitted.

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 in the Report Form below. Additionally, reports must be submitted with the same column labels as the T-RAP Report Form. Please see the T-RAP Data Elements Chart for more information [here](#).

## 7.10 Benefits Verification System

Commerce maintains a data share agreement with the Department of Social and Health Services (DSHS) so grantees can access the Benefits Verification System (BVS) to confirm HEN program eligibility. The BVS can also be used to confirm benefits and financial eligibility for homeless housing programs to determine categorical eligibility (see section 3.1.1.2.1).

Lead grantees manage BVS User access for their staff and subgrantees. Upon approval by Commerce, lead grantees may also appoint another agency as the BVS lead for their county.

BVS leads are responsible for the following:

- ✓ Review User requests to confirm requesting agency is a subgrantee and staff have a business need to access the BVS system.

- ✓ Confirm that each User request includes a signed DSHS Non-Disclosure form.
- ✓ Retain all signed DSHS Non-Disclosure forms.
- ✓ Maintain an Excel spreadsheet identifying current and past BVS Users. Spreadsheet must be in format designated by Commerce.
- ✓ Report to Commerce within one business day when User no longer require access to BVS.
- ✓ Provide access to DSHS Non-Disclosure forms and User spreadsheet for inspection within one business day of request by Commerce or DSHS.

BVS leads are also responsible for the following, annually:

- ✓ Require Users to re-sign DSHS Non-Disclosure form.
- ✓ Review BVS User spreadsheet for accuracy and notify Commerce of any changes.
- ✓ Notify Commerce via email upon completion of annual requirements.

#### **7.10.1 Consent to Review Information in the Benefits Verification System**

All household members must provide informed consent for lead/subgrantees to review confidential information in the Benefits Verification System (BVS) on the form DSHS 14-012(x)(REV 02/2003). See Appendix II: Access to the DSHS Benefits Verification System Data Security Requirements for more information. This form must be kept in the client file.

## 8 Appendix I: T-RAP 1.0 and T-RAP 2.0 Differences by Guideline Section

	<b>3.3 - Financial Hardship</b>	<b>4.3 - Financial Assistance</b>	<b>4.3.4 - Other Housing Costs</b>	<b>4.3.6 - Payments</b>	<b>7.7.1 - Expenditure Deadlines</b>	<b>7.7.2 - Invoicing and Due Dates</b>
<b>T-RAP 1.0</b>	At least one household member must have experienced financial hardship directly or indirectly due to the COVID-19 pandemic that threaten the household's ability to pay the costs of the rental property when due.	Households can receive up to 15 months of financial assistance.	Other Housing Costs must be related to housing directly or indirectly due to COVID-19.	The grantee can pay households directly if the landlord or utility provider (LL) can't be reached, or won't accept payment from the grantee. Grantees must make reasonable efforts to obtain the cooperation of LLs.	Grantees must have spent out at least 30% of their award by 9/30/2021. Grantees must continue to expend an additional 5% each month. Commerce will plan reallocations to meet the federal expenditure deadline in 11/2021.	Final invoices with expenses through 9/30/2022 are due 10/31/2022.
<b>T-RAP 2.0</b>	At least one household member must have experienced financial hardship during the COVID-19 pandemic that threaten the household's ability to pay rent when due.	Households can receive up to 18 months of financial assistance.	Other Housing Costs must be related to housing, but do not have to be incurred due to COVID-19.	Grantees do not need to seek the cooperation of the LL or utility provider before providing assistance directly to households.	Grantees must be on track to obligate at least 50% of their award by 3/31/2022. In February 2022, Commerce will examine spending and plan reallocations to meet federal spending deadline.	Final Invoices with expenses through 6/30/2023 are due 7/13/2023.

**9 Appendix II: Access to the DSHS Benefits Verification System Data Security Requirements**

- 1. Definitions.** The words and phrases listed below, as used in this Appendix, shall each have the following definitions:
  - a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
  - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
  - d. "Contractor" means CHG Lead/subgrantees.
- 2. Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
  - a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
  - b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.
- 3. Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
  - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
  - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.  
For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
  - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such

discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract
- g. **Data storage on portable devices or media.**
  - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - (a)Encrypt the Data with a key length of at least 128 bits
    - (b)Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
    - (c)Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes. Physically Secure the portable device(s) and/or media by
    - (d)Keeping them in locked storage when not in use
    - (e)Using check-in/check-out procedures when they are shared, and
    - (f)Taking frequent inventories
  - (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
  - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory

devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

**h. Data stored for backup purposes.**

(1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

**4. Data Segregation.**

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

**5. Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data Stored On:	Will be Destroyed By:
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

**6. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the Department of Commerce Contact designated in the Grant Agreement within one (1) business day of discovery.

**Data shared with Subcontractors.** If DSHS Data access provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract.

## Federal Subrecipient Monitoring 14 Required Elements

Subaward Contract Checklist		Federal Award Information CFDA 21-027 CSFRF	
1	(i) Subrecipient name (which must match the name associated with its unique entity identifier);		Yakima Neighborhood Health Services
2	(ii) Subrecipient's unique entity identifier;		MLLRMK6Y12P6
3	(iii) Federal Award Identification Number (FAIN);		SLFRP0002
4	(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;		5/14/2021
5	(v) Subaward Period of Performance Start and End Date;		1/1/23-6/30/23
6	(vi) Subaward Budget Period Start and End Date;		1/1/23-6/30/23
7	(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$	112,500.00
8	(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$	112,500.00
9	(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$	112,500.00
10	(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);		The Eviction Rent Assistance Program 2.0 Grant is intended to prevent evictions by paying past due and future rent and utilities while distributing funds equitably.
11	(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;		Awarding agency: U.S. Department of Treasury, Pass-through entity: Washington State Department of Commerce, Awarding official: Department of Commerce Director Lisa Brown (360) 724-4021
12	(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;		21,027
13	(xiii) Identification of whether the award is R&D;		No
14	(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.		10%

**Exhibit D - Acknowledgement of Federal Funds**

**Special Terms and Conditions:**

**ACKNOWLEDGMENT OF FEDERAL FUNDS CFDA # 21.027**

Federal Award Date: 5/14/2021

Federal Award Identification Number (FAIN): SLFRP0002

Total amount of the federal award: \$403,000,000

Awarding official: U.S. Dept. of Treasury

Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, 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 Coronavirus State Fiscal Recovery Fund thru the Washington State Department of Commerce."