

Dane County Contract Addendum Cover Sheet

Revised 06/2021

Res 191
significant

BAF # 24211
Acct: Seitz
Mgr: Stacey
Budget Y/N: Y

Contract # Admin will assign	14850D/85597D
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Dept./Division	Human Services / HAA	Vendor Name	Tenant Resource Center
Brief Addendum Title/Description	Increasing contract amount by \$7,077,149 and extending contract end date to 9/30/2025.	Vendor MUNIS #	7728
		Addendum Term	10/1/2022 - 9/30/2025
		Amount (\$)	\$ 7,077,149.00

Department Contact Information		Vendor Contact Information	
Contact	Spring Larson, Contract Coordination Assistant	Contact	Hannah Renfro
Phone #	608-242-6391	Phone #	608-257-0006
Email	dcdhscontracts@countyofdane.com	Email	hannah@tenantresourcecenter.org
Purchasing Officer			


Purchase Order – Maintenance or New PO					
<input checked="" type="checkbox"/>	PO Maintenance Needed	Org: 80000	Obj: 30264	Proj:	\$ 7,077,149.00
	PO# 20222436	Org:	Obj:	Proj:	
<input type="checkbox"/>	No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.				
<input type="checkbox"/>	New PO / Req. Submitted	Org:	Obj:	Proj:	
	Req#	Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum						
A resolution is required when the total contracted amount first exceeds \$100,000. Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	Addendum #	Term	Amount	Resolution		
	Original	10/1/2022 - 12/31/2024	\$ 8,076,250.00	<input type="checkbox"/> None	Res#	2022 - 198
	A	10/1/2022 - 12/31/2024	\$ 800,000.00	<input checked="" type="checkbox"/> None	Res#	
	B	10/1/2022 - 12/31/2024	\$ 1,972,000.00	<input checked="" type="checkbox"/> None	Res#	HSCA
	C	10/1/2022 - 12/31/2024	\$ 0.00	<input checked="" type="checkbox"/> None	Res#	
	D	10/1/2022 - 9/30/2025	\$ 7,077,149.00	<input type="checkbox"/> None	Res#	2024 - 191
				<input type="checkbox"/> None	Res#	
Total Contracted Amount			\$ 17,925,399.00			

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2024.11.18 15:47:11 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 10.29.24

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 11/22/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 3, 2024 10:27 AM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #14850D
Attachments: 14850D.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Rogan, Megan	Read: 12/3/2024 10:53 AM	Approve: 12/3/2024 11:33 AM
	Cotillier, Joshua	Read: 12/3/2024 12:03 PM	Approve: 12/3/2024 12:03 PM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14850D
Department: Human Services
Vendor: Tenant Resource Center
Contract Description: Addendum to increase contract and extend contract end date (Res 191)
Contract Term: 9/1/24 – 9/30/25
Contract Amount: \$7,077,149.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

Goldade, Michelle

From: Hicklin, Charles
Sent: Tuesday, December 3, 2024 4:50 PM
To: Goldade, Michelle
Subject: Approve: Contract #14850D

1
2
3 **2024 RES-191**

4 **AMENDING A CONTRACT FOR EVICTION PREVENTION RENTAL ASSISTANCE**
5 **DCDHS – HAA DIVISION**

6 This project is funded with the County’s allocation of emergency rental assistance funds
7 (ERA 2) authorized in the 2021 American Rescue Plan. Therefore, this resolution follows
8 the format outlined in 2021 RES-013.
9

10 **Justification**

11
12 Authorizing Law: In March of 2021, the federal government authorized the \$1.9 trillion
13 American Rescue Plan (ARP) stimulus bill authorizing additional funding to respond to
14 and recover from the COVID-19 pandemic across multiple areas of need.
15

16 The act included \$21.5 billion in funding for Emergency Rental Assistance (ERA 2).
17 Dane County received more than \$42 million in ERA 2 funding through various
18 allocations and reallocations to partner with local agencies to prevent evictions and
19 provide housing stability.
20

21 Response to the COVID-19 Pandemic: Many renters have fallen behind on their rent,
22 are facing evictions, and/or are in need of assistance to pay future rent, due to continued
23 hardship related to the COVID-19 pandemic’s lingering effect on our economy.
24

25 The Tenant Resource Center has been administering a partnership to provide direct
26 assistance and legal services at court for tenants involved in eviction proceedings
27 through the Eviction Diversion and Defense Partnership (EDDP).
28

29 To continue operation of the EDDP through September 30th, 2025, the Dane County
30 Department of Human Services’ (DCDHS) Housing Access and Affordability (HAA)
31 Division seeks approval to amend a contract with The Tenant Resource Center, Inc.
32

33 The contract amendment totals \$7,077,149. The contract term will be extended to
34 September 30th, 2025.
35

36 Duplication of Funding/Existing Partnerships and Programs: The funding is not
37 duplicative with other efforts, as duplication of effort is not allowed per federal
38 regulations.
39

40 Guidelines: The federal government has passed detailed guidelines for the emergency
41 rental assistance funds authorized in the American Rescue Plan. For eligibility purposes,
42 grantees must only consider household income for 2020 or confirmation of the monthly
43 income that the household is receiving at the time of application, as determined by the
44 Treasury Secretary.
45

46 Up to 18 months of rental assistance can be provided per eligible household.
47 Households are eligible for assistance if one or more individual has qualified for
48 unemployment benefits, has experienced a reduction in household income, has incurred
49 significant costs, and/or has experienced other financial hardship due directly or
50 indirectly to the COVID-19 pandemic, and where one or more individual can
51 demonstrate a risk of experiencing homelessness or housing instability (a past due utility

52 or rent notice or an eviction notice, unsafe or unhealthy living conditions; or any other
53 evidence of such risk as determined by the grantee.)

54
55 Per federal guidelines, households that make 50% area median income (AMI) and below
56 and in which one or more member is unemployed and has been unemployed for longer
57 than 90 days must be prioritized among applicants.

58
59 The grantee must ensure recipients of emergency rental assistance funding do not
60 receive duplicate assistance from other federally funded rental assistance programs.

61
62 Per federal guidelines, landlords or owners may apply on behalf of tenants meeting the
63 eligibility requirements if the tenant cosigns the application, the landlord provides the
64 necessary documentation to the tenant, and the payments are used to pay the tenant's
65 rental obligation to the owner.

66
67 **Expected Outcomes and Data Collection**

68
69 Per the federal guidelines, information that must be collected by the grantee includes the
70 number of eligible households that received assistance, the acceptance rate of
71 applicants for assistance, the type of assistance provided to each eligible household, the
72 average amount of funding provided per eligible household, the household income level
73 based on 0-30, 31-50, 51-80% AMI, the average number of monthly rental payments
74 that were received, and demographics of the primary recipient (race, gender, ethnicity
75 per HUD definition).

76
77 Per the federal government, the information collected by the grantee must be reported to
78 the US Treasury on a quarterly basis to maintain ERA 2 compliance.

79
80 **NOW, THEREFORE, BE IT RESOLVED**, that the County Board approves a contract
81 amendment in the amount of \$7,077,149 with Tenant Resource Center, Inc. and
82 authorizes the County Executive and County Clerk to execute the contract documents,
83 and authorizes the Controller to issue checks for payment of contract invoices.

<u>Vendor</u>	<u>Contract Amount</u>
Tenant Resource Center, Inc.	\$7,077,149

84
85
86
87
88 **BE IT FINALLY RESOLVED**, that quarterly reports on program outcomes will be shared
89 with the members of the Health and Human Needs Committee.

ADDENDUM

THIS ADDENDUM is made and entered into by and between the County of Dane (hereinafter referred to as "COUNTY") and Tenant Resource Center, Inc. (hereinafter "PROVIDER") as of the date representatives of both parties have affixed their respective signatures.

WHEREAS the COUNTY and PROVIDER have previously entered into a Purchase of Service Agreement No. 85597 (hereinafter the "Master Agreement"), pursuant to which PROVIDER has agreed to provide the COUNTY certain services more fully described in the Master Agreement; and

WHEREAS COUNTY and PROVIDER now wish to amend said Master Agreement,

NOW, THEREFORE, in consideration of the above premise and the mutual covenants of the parties the receipt and sufficiency of which is hereby acknowledged by each party for itself, the COUNTY and PROVIDER do agree that the Master Agreement shall continue in full force and effect unchanged in any matter by this addendum, except as specifically set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum. This addendum consists of twelve (12) pages.

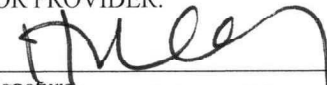
This Addendum extends the term of the Master Agreement to 9/30/25

<u>Current Cost</u> for <u>2022-2025</u>	<u>Addendum Amount</u>	<u>Revised Maximum</u> <u>Cost for 2022-2025</u>
\$ \$ 10,848,250	\$ \$ 7,077,149	\$ \$ 17,925,399

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this addendum and its attachments, if any, to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

Date Signed: 10/30/2024

FOR PROVIDER:



Signature:
Hannah Renfro, Executive Director
Print Name and Title of Signer

Date Signed: _____

Signature

Print Name and Title of Signer

Date Signed: 11/18/2024

FOR COUNTY:


ASTRA IHEUKUMERE, Interim Director,
Department of Human Services

Date Signed: _____

JAMIE KUHN, County Executive
(when applicable)

Date Signed: _____

SCOTT MCDONELL, County Clerk
(when applicable)

Program Summary Form

Created: 9/21/2022	Contract #: 85597	Provider: Tenant Resource Center, Inc.
Revised: 10/4/2024	Division: HAA	Funding Period: 10/01/2022 to 9/30/2025

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

Program Number	Program Group	Org.	Obj.	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting	
a. 8219	8219	80000	30264	Covid Rental Assistance 2	106			\$ 1,200.00	13,333	\$ 16,000,359		\$ 16,000,359	Specific	
b. 8220	8220	80000	30264	Covid Rental Assistance 2 Admin	106			\$ 276.72	6,957	\$ 1,925,040		\$ 1,925,040	Specific	
c.														
d.														
e.														
f.														
g.														
h.														
i.														
j.														
Total											\$ 17,925,399	\$ -	\$ 17,925,399	

The section below is to be used to further define the information above.

a. A unit is one month of rental support and fees. At \$1,200 per unit, will provide at least 5,833 months of rental support to keep tenants stability housed with up to 18 months of rental support including forward rent as required by Federal Guidance. More or less number of months could be served by provider as actual needs of households and court costs will vary. 2/27/2024 - Increased \$800,000 to cover additional projected rental assistance need in 2024. Unit quantity adjusted to 6,500. 2/29/2024 - Increased \$1,900,000 to cover additional projected rental assistance need in 2024. Unit quantity adjusted to 8,083. 10/4/24 - Increasing by \$6,300,359 to include distribution of remaining ERA dollars. Unit quantity increased to 13,333.	*Other Revenue-Include here the source and related amount for each program:
b. A unit is a household. Administrative costs as submitted by Tenant Resource Center for the distribution of Emergency Rental Assistance for at risk or involved in eviction court households. A total of 3,889 households to be served with administrative costs of \$276.72 per household. This budget falls within the 15% administrative max imposed by the ERA federal guidelines for the duration of the contract. 2/29/2024 - Increased \$72,000 to cover administration costs related to administering additional rental assistance. Unit quantity adjusted to 4,149. 10/4/24 - Increasing 776,790 to cover administration costs related to additional rental assistance through 2025. Unit quantity adjusted to 6,957.	
c.	
d.	
e.	
f.	
g.	
h.	
i.	
j.	

Standard Program Category (SPC) Code Description:

- | | | | | |
|----------------------------------|----|----|----|----|
| a. 106 Housing/Energy Assistance | c. | e. | g. | j. |
| b. 106 Housing/Energy Assistance | d. | f. | h. | k. |

Contract Manager(s)/Programs: Jillian Stacey stacey.jillian@countvofdane.com	Accountant(s)/Programs: Dylan Seitz seitz.dylan@countvofdane.com
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Schedule A
Tenant Resource Center, Inc.
Eviction and Foreclosure Defense – Direct Rental Assistance
Programs #8219, #8220
2022 - 2025

Description of Services
(SPC Code 106: Housing)

I. PROVIDER Shall:

- A. Provide eviction prevention financial assistance to qualified households in Dane County that are potentially facing eviction or otherwise experiencing housing instability. Dane County and City of Madison have invested in an electronic application and reporting system to assist community partners in making rental assistance payments. Dane County and City of Madison have also created, maintain, and monitor an official Program Policy and Procedure manual. Updates to this manual will be provided at partner check in meetings and via email.

Program eligibility assistance may include up to eighteen months of rental assistance, including rental arrears and forward rent paired with households who are receiving a security deposit assistance. Payments will be made for rental arrears (past due rent) only arrears accrued since to July 1, 2021 may be paid under the program. Program Policy and Procedure manual provides details on program eligibility. A household is qualified if:

1. The household income is less than or equal to fifty (50) percent of the Area Median Income (AMI), and
 2. One or more household member has qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to the coronavirus outbreak; and
 3. One or more individuals in the household can demonstrate a risk of experiencing homelessness or housing instability which may include:
 - A past due rent notice or an eviction notice
 - Utility disconnect notice
- B. Funds should prioritize assistance to households with incomes no more than 50 percent of AMI, and households in which one or more member is unemployed and has been unemployed for 90 days.
- C. To determine household income, PROVIDER must only consider household income for 2020 or confirmation of household monthly income at time of application. PROVIDER shall verify income as detailed in the program policy and procedure manual (MANUAL).
- D. Provider shall document household eligibility as detailed in the manual.

- a. Documentation that a member of the household has qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship during the COVID-19 outbreak:
 - i. PROVIDER will collect written attestation signed by applicant, or
 - ii. PROVIDER will collect documentation regarding household members' qualification for unemployment benefits.
- b. Documentation that an individual within a household is at risk of experiencing homelessness or housing instability:
 - i. PROVIDER will collect a past due rent notice or eviction notice if providing rental arrears assistance;
 - ii. Other documentation may be collected as determined acceptable as outlined in the MANUAL.
- c. Documentation of household income eligibility:
 - i. PROVIDER will require written attestation from applicant as to household income AND
 - ii. PROVIDER will collect documentation available to support determination of income, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from employer OR
 - iii. PROVIDER will collect determination letter from government agency that verified applicant's household income or status as low-income family on or after January 1, 2020 OR
 - iv. PROVIDER may rely on a written attestation of household income from the applicant if combined with reliance on data regarding average incomes in the household's geographic area OR
 - v. If household's income, or portion of income, is not verifiable due to impact of COVID-19 (e.g. place of employment has closed) or income received in cash, or if the household has no qualifying income, PROVIDER may accept written attestation from a caseworker or other professional with knowledge of a household's circumstances. If household is not connected to services, PROVIDER may rely on direct written attestation of income from applicant household. If written attestation is relied upon for income documentation, PROVIDER must reassess household income every three months.
- d. Documentation of where an applicant resides and the amount of rent or rental arrears owed:
 - i. PROVIDER will collect, if available, a current lease, signed by the applicant and landlord or sublessor. Lease must identify the unit where applicant resides and establish the amount of the rental payment.
 - ii. If providing rental arrears, PROVIDER should collect rent ledger that indicated arrears accrued after March 12, 2020.

- iii. If a signed lease is not available, documentation of residence may include evidence payment of utilities for a unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the PROVIDER.
- iv. If a signed lease is not available, PROVIDER may accept bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, or a written attestation by a landlord who can be verified as the verified owner or management agent of the unit.
- v. If applicant is able to provide evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, PROVIDER may accept a written attestation from the applicant to support payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent as most recently determined by HUD and available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, applicant must also attest that the household has not received, and does not anticipate receiving another source of public or private subsidy or assistance for the rental costs. Assistance provided under this form of documentation may only be provided for three months at a time, and PROVIDER must obtain evidence of rent owed consistent with i or iv above after three months in order to provide further assistance to the household.

E. Program expenses can be used for the following activities:

- Payment of actual household rental arrears accrued after July 1, 2021;
- Reasonable accrued late fees (if not included in rental arrears), and allowed under applicant's lease;
- Prospective rent for eligible households who are receiving security deposits;
- Total assistance provided cannot exceed 18 months, this includes any household assistance received by the household under previous Emergency Rental Assistance program.
- Payments made on behalf of households living in federally subsidized housing may only cover the unpaid portion of rent payments for which the tenant is responsible. Verification of tenant's required contribution of monthly rent must be documented for each month of arrears to be supplemented by rental assistance.

F. Landlords and owners may apply on behalf of tenants meeting the eligibility requirements, so long as tenant cosigns the application, the landlord provides documentation of application and payment received to the tenant, and the payments are used to satisfy the tenant's rental obligation to the owner.

- G. PROVIDER must, to the extent feasible, ensure that households receiving rental assistance provided under this program do not also receive funding under any other federally funded rental assistance program.
- H. PROVIDER must make payments directly to landlord on behalf of household unless the landlord does not agree to accept the payment, in which case PROVIDER may make payments directly to the eligible household if reasonable efforts to obtain cooperation of landlords to accept payments have been exhausted by PROVIDER. Reasonable efforts will be considered complete if PROVIDER documents one of the options detailed below:
- (a) PROVIDER makes at least three attempts by phone, text, or email over five calendar-day period with information provided by tenant in Neighborly application, or
 - (b) PROVIDER receives written confirmation from landlord that landlord does not wish to participate.
 - (i) Written confirmation can be in the form of an email, Neighborly task response, or physical written letter.
- I. PROVIDER may subcontract with community partners for assistance with administrative activities only as allowed under section IV. Special Features. Services provided by subcontracted partners must be limited to outreach related to administrative services required to support the emergency rental assistance program and must be done in coordination with PROVIDER. Examples of outreach activities include, but are not limited to, publicizing the availability of the emergency rental assistance program to tenants and landlords, assisting applicants with the application process, and educating potential applicants regarding the various components of the emergency rental assistance program.
- J. PROVIDER must collect from applicant households and retain records in the Neighborly portal on the following required by federal guidance:
- Address of rental unit;
 - For landlords and utility providers, the name, address, and Social Security number, tax identification or DUNS number;
 - Amount and percentage of monthly rent covered by ERA assistance;
 - Total amount of each type of assistance provided to each household (i.e., rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
 - Amount of outstanding rental arrears for each household;
 - Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
 - Household income and number individuals in the household;
 - Gender, race, and ethnicity of the primary applicants for assistance

PROVIDER should also collect information as to the number of applications received in order to be able report to COUNTY the acceptance rate of applicants for assistance.

COUNTY may also require the collection of additional information in order to fulfill requirements set forth by the Treasury's Office of Inspector General.

II. PROVIDER'S performance will be assessed using the following:

COUNTY has received a second tranche of ERA 2 funding. PROVIDER will submit a funding voucher for additional funding. These vouchers will be monitored through the weekly financial documents provided to the contract manager and accountant. Performance will also be assessed with the reporting measures established below.

III. Reporting:

U.S. Treasury Department has released detailed reporting requirements as found on the Treasury's Emergency Rental Assistance reporting webpage. COUNTY will relay updated reporting to PROVIDER as it becomes available. PROVIDER agrees to provide the COUNTY with any other information needed to meet reporting requirements that may arise in association with this agreement. Neighborly portal shall be used for reporting to COUNTY for local and federal reporting requests.

- A. PROVIDER shall submit a monthly report to its COUNTY contract manager via e-mail by the tenth (10) of the following month with how many unique households were served and the total amount of funding disbursed.
- B. PROVIDER shall submit a quarterly report to its COUNTY contract manager via e-mail by the tenth (10) of the following month with HMIS data or agency data responsive to the following:
 - i. Quarter one due April 10th
 - ii. Quarter two due July 10th
 - iii. Quarter three due October 10th
 - iv. Quarter four due January 10th (following year)
 - 1. Demographics of households served, including gender, race and ethnicity information and zip code;
 - 2. Incomes of eligible households by income tier (less than or equal to 30% of AMI, between 31 and 50% AMI, between 51 and 80% AMI).
 - 3. Number households served;
 - 4. The acceptance rate of applicants for assistance;
 - 5. Type of assistance provided to each household;
 - 6. Average amount of assistance provided.

7. The average number of monthly rental or utility payments each household received;
- C. PROVIDER shall submit weekly financial payment detail that minimally reports a) identity of payee, b) de-identified beneficiary, c) payment amount and d) rental period, e) payment date. Reports will be submitted to COUNTY manager and COUNTY accounting designee.
 - D. PROVIDER shall retain all electronic records for household eligibility through the Neighborly system. Record retention has been established through the Neighborly contract held with the City of Madison. PROVIDER will maintain financial records to demonstrate that COUNTY funding sources are not comingled with other funding sources and that uses of funds effectively avoid duplication of benefits associated with both COUNTY and other funding sources. These records will be made available to the COUNTY upon request.
 - E. COUNTY may take corrective action if PROVIDER fails to submit reports by the dates above without prior written notice of any delay to its COUNTY manager, including termination of payment of PROVIDER expense claims until outstanding reports have been submitted.
 - F. PROVIDER shall perform required Internal Revenue Service 1099 reporting to fulfil tax requirements for all rental payees at year-end
 - G. Follow up reporting could be requested by COUNTY after September 30, 2025 program closeout. COUNTY will make additional reporting and follow up requests in writing and provide at least 30 days for response by PROVIDER

IV. Administration:

- A. PROVIDER shall submit administration expenses in accordance with COUNTY-approved work plan.
- B. Administrative costs shall not exceed 15% of contracted amount, less administration fees retained by COUNTY. PROVIDER may solicit other sources of support for program administrative costs if costs exceed administrative threshold.

V. Special Features:

- A. PROVIDER is authorized to enter into subcontracts for outreach, education and administrative services only. Subcontracts must be paid with PROVIDER administrative allocation.
- B. Any subcontracts must be authorized by the COUNTY prior to being executed by the PROVIDER.
- C. PROVIDER shall send drafts of subcontracts for COUNTY review prior to authorization. Subcontracts shall include relevant provisions of the PROVIDER'S agreement with the COUNTY to ensure all partners comply with program requirements.
- D. PROVIDER shall submit a copy of the final subcontract between the PROVIDER and subcontractor after the agreement is signed. A copy of the final subcontract will be placed in PROVIDER's contract file.
- E. PROVIDER accepts full responsibility for administering and monitoring subcontracts to ensure all partners comply with the scope of services, program goals, and performance outcomes outlined in the PROVIDER'S contract with the COUNTY.
- F. Administrative allocation may not be used for housing stability services.
- G. PROVIDER must expend all ERA 2 funds by September 30, 2025. All rental assistance and administrative funds that remain at the end of the contract term will be recaptured by COUNTY.

Tenant Resource Center, Inc.
2022 - 2025 Schedule B - Fiscal
Programs #8219 & #8220

1. Regarding Section C, XXVI. Financial Provisions, B. Method of Payment Reports (Programs #8219 and #8220):

COUNTY has received allocation second tranche funding totaling \$27,000,000 from the U.S. Treasury Department. PROVIDER is contracted to expend **\$16,000,359** in direct rental assistance by **September 30, 2025**. If spending threshold is not met, unspent funds must be returned to Dane County for recovery by The US Treasury.

To comply with federal spending deadlines, PROVIDER may request an advance payment for anticipated program costs for September of 2025. September advance payment should be consistent with expense reimbursements from previous months and may not exceed total contracted amounts for the program.
2. Available administrative funding may not exceed **\$1,925,040** to fund costs related to administration of emergency rental assistance payments to tenants/landlords. PROVIDER may solicit other sources of support for program administrative costs if costs exceed administrative threshold.
 - a. Administrative costs for legal services must be clearly defined in the PROVIDERS proposed program budget. These fees are approved by US Treasury as housing stability programs. **These fees cannot exceed 11% of the PROVIDERS direct rental assistance funding.** This administration allocation is not intended to provide legal services.
3. Upon execution of the original agreement, PROVIDER was advanced a lump sum payment of \$1,000,000 of total direct assistance allocation. Administration will be paid upon receipt of financial reports supporting the actual expenditures. COUNTY will rely upon weekly financial reporting submitted to COUNTY by PROVIDER to monitor the timing and balance of the initial \$1,000,000 in rental assistance benefits. COUNTY will forward additional lump sum rental assistance benefits for distribution based on expenditure timing demonstrated by PROVIDER's financial reporting.
4. Regarding Section C, XXVI. Financial Provisions, G. Budgets and Personnel Schedules (Programs #8219 and #8220):

PROVIDER is subject to these provisions as described in the Agreement.
5. Regarding Section C, XXVI. Financial Provisions, M. Expense Reports (Programs #8219 and #8220):

Expense reports shall be submitted on a monthly basis on a form provided by COUNTY. Expense reports are due no later than the 25th of the following month and should report actual expenses.
5. Regarding Section C, XXVI. Financial Provisions, N. Audit Requirements (Programs #8219 and #8220):

PROVIDER is subject to these provisions as described in the Agreement.
6. Regarding Section C, XXVI. Financial Provisions, P. Final Settlement (Programs #8219 and #8220)

A preliminary final settlement will be calculated by January 25th following the contract year. At that time, any overpayments made to PROVIDER will be due to the COUNTY. If the PROVIDER is due additional funds, a final contract adjustment will be prepared (if necessary) and payment will be made to the PROVIDER

7. The U.S. Treasury Department has released detailed reporting requirements as found on the Treasury's Emergency Rental Assistance reporting webpage. COUNTY will relay updated reporting to PROVIDER as it becomes available. PROVIDER agrees to provide the COUNTY with any other information needed to meet reporting requirements that may arise in association with this agreement. Neighborly portal shall be used for reporting to COUNTY for local and federal reporting requests. (Programs #8219 and #8220):
8. PROVIDER shall submit weekly financial payment detail that minimally reports a) identity of payee, b) beneficiary, c) payment amount and d) rental period, e) payment date. Reports will be submitted to COUNTY manager and COUNTY accounting designee.
 - B. PROVIDER will maintain financial records to demonstrate that COUNTY funding sources are not comingled with other funding sources and that uses of funds effectively avoid duplication of benefits associated with both COUNTY and other funding sources. These records will be made available to the COUNTY upon request.
 - C. Where the contract agreement period and PROVIDER's fiscal year do not coincide, the process for an annual audit shall still be followed. For example, all activities undertaken in 2022 will be subject to the DCDHS 2022 audit process and program year-end close out, even though the contract term extends into **2025**. This annual audit process shall include a bridging schedule by program identifying expenses to the Agreement period. "By program" means that the bridging schedule must show each program individually.

2022-2025 DCDHS SUBRECIPIENT SCHEDULE

Provider Name: Tenant Resource Center, Inc.
 Program Names: COVID Rental Assistance 2 & Admin
 Program Numbers: 8219 & 8220

Your contract has been identified as one that potentially contains subrecipient programs as defined by the State and/or Federal government. The following information associated with your contracted program(s) is included to comply with State/Federal subrecipient requirements.

FEDERAL AWARD IDENTIFICATION

Dane County Vendor Number:	7728
Unique Entity Identifier (UEI):	GANWAYK94LG8
Federal Award Identification Number (FAIN):	ERAF0233
Assistance Listing (formerly CFDA) Number:	21.023
Amount of Federal Funds Obligated by this Action:	Up to \$17,925,399
Assistance Listing (formerly CFDA) Name:	Emergency Rental Assistance (ERA 2)
State Agency:	N/A
Awarding Official:	U.S. Department of the Treasury
Federal Awarding Agency:	U.S. Department of the Treasury
Federal Award Date:	3/11/2021
Contract Period:	October 1, 2022 to September 30, 2025
Award Contains R & D Costs:	No
Indirect Cost Rate for Federal Award:	Not to exceed the Federal de minimis rate of 10%, unless provider has a federally negotiated indirect cost rate.
Requirements Imposed to Ensure Accordance with Federal Statutes:	Emergency Rental Assistance (ERA 2): Provider shall comply with all federal, state, and county requirements related to the funding source(s) for this program.
Requirement to Permit Access to Financial Records:	Dane County Department of Human Services (DCDHS) - County of Dane Purchase of Services Agreement, Section C, XXVI, N. Financial and Compliance Audit by PROVIDER., Pgs. 15-16
Closeout Appropriate Terms and Conditions:	DCDIIS - County of Dane Purchase of Services Agreement, Section C, XXVI, P. Final Settlement, Pg. 17
Project Description as Required by Federal Funding Accountability & Transparency Act (FFATA):	The funding provided by Emergency Rental Assistance (ERA) will among other things, assist eligible households that have difficulty making timely payments of rent and utilities due to the COVID-19 pandemic.