

# Dane County Contract Addendum Cover Sheet

Revised 06/2021

RES 198  
Significant

BAF # 22140  
Acct: DRS  
Mgr: Ballweg  
Budget Y/N: Y

<b>Contract #</b> Admin will assign	14404A/85235A
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<b>Dept./Division</b>	Human Services /HAA	<b>Vendor Name</b>	Urban Triage, Inc.
<b>Brief Addendum Title/Description</b>	Increasing contract by \$15,297,960 for COVID rental assistance due to the County being awarded additional ERA 2 funds	<b>Vendor MUNIS #</b>	31296
		<b>Addendum Term</b>	8/1/2021 - 12/31/2023
		<b>Amount (\$)</b>	\$ 15,297,960.00

Department Contact Information		Vendor Contact Information	
<b>Contact</b>	Spring Larson, Contract Coordination Assistant	<b>Contact</b>	Brandi Grayson, Director
<b>Phone #</b>	608-242-6391	<b>Phone #</b>	608-520-0741
<b>Email</b>	dcdhscontracts@countyofdane.com	<b>Email</b>	bgrayson@urbantriage.org
<b>Purchasing Officer</b>			


Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	<b>PO Maintenance Needed</b>	<b>Org:</b> 80000	<b>Obj:</b> 30264	<b>Proj:</b>	\$ 15,297,960.00
	<b>PO#</b> 20211632	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
<input type="checkbox"/>	<b>No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.</b>				
<input type="checkbox"/>	<b>New PO / Req. Submitted</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Req#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

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					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	Addendum #	Term	Amount	Resolution	
	Original	8/1/2021 - 12/31/2022	\$ 12,382,949.00	<input type="checkbox"/> None	Res# 2021 - 078
	A	8/1/2021 - 12/31/2023	\$ 15,297,960.00	<input type="checkbox"/> None	Res# 2022 - 198
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
<b>Total Contracted Amount</b>			<b>\$ 27,680,909.00</b>		

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


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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: <u>9/23/22</u>	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, September 27, 2022 9:03 AM  
**To:** Hicklin, Charles; Rogan, Megan; Lowndes, Daniel  
**Cc:** Oby, Joe  
**Subject:** Contract #14404A  
**Attachments:** 14404A.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 9/27/2022 10:24 AM	Approve: 9/27/2022 10:25 AM
	Rogan, Megan	Read: 9/27/2022 9:15 AM	Approve: 9/27/2022 9:15 AM
	Lowndes, Daniel	Read: 9/27/2022 9:37 AM	Approve: 9/27/2022 10:50 AM
	Oby, Joe		

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

Contract #14404A  
Department: Human Services  
Vendor: Urban Triage  
Contract Description: Increase contract for administering the County's Emergency Rental Assistance Program Funding (Res 198)  
Contract Term: 8/1/21 – 12/31/23  
Contract Amount: \$15,297,960.00

*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 in accordance with COVID 19 response guidelines.

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**2022 RES-198**

**ACCEPTING FEDERAL FUNDS AND AWARDING AND AMENDING CONTRACTS  
FOR EMERGENCY RENTAL ASSISTANCE  
DCDHS – HAA DIVISION**

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

**Justification**

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

The act included \$21.5 billion in funding for Emergency Rental Assistance (ERA 2). Dane County received and, in partnership with Urban Triage, Inc., distributed \$12.5 million of that amount to support local efforts to prevent evictions and provide housing stability.

Dane County has been approved for a reallocation of an additional \$27 million in ERA 2 from the United States Treasury. The funds were reallocated from the State of Wisconsin’s ERA 2 allocation, and granted to Dane County with the support of the State of Wisconsin.

Response to the COVID-19 Pandemic: Many renters have fallen behind on their rent, or are in need of assistance to pay future rent, due to continued hardship related to the COVID-19 pandemic’s effect on our economy. The CDC eviction moratorium expired on July 31<sup>st</sup> of 2021. The emergency rental assistance authorized in the American Rescue Plan can be used in a number of ways to help households in Dane County achieve housing stability and avoid eviction.

The Dane County Department of Human Services’ (DCDHS) Housing Access and Affordability Division (HAA) seeks approval to receive the additional \$27 million ERA 2 allocation, and to amend and award contracts with partners to administer these funds.

HAA requests approval for a contract amendment for Urban Triage, Inc. to continue to administer a portion of Dane County’s ERA 2 funding. The contract amendment totals \$15,297,960 and would extend the existing provider contract through December 31, 2023.

HAA also requests approval to award a contract to Tenant Resource Center Inc. to continue funding for direct assistance at court for tenants involved in eviction proceedings through the Eviction Diversion and Defense Partnership (EDDP). The contract award totals \$8,076,250. The contract term is November 1, 2022 – December 31, 2024.

\$2.7 million from the County’s total allocation will be set aside for housing stability services as allowed by the US Treasury’s regulations for the funding. Per the US Treasury, up to 10% of a grantee’s total ERA 2 allocation may be used for housing

52 stability staffing costs. Any legislative actions required related to allocation of housing  
53 stability funds will be routed through the Dane County Board at a later date.

54  
55 Up to \$170,000 of the County's allocation will be set aside for Neighborly platform use  
56 fees to be paid to the City of Madison to allow Dane County and its program partners to  
57 continue to utilize the platform for administration of the emergency rental assistance  
58 program. Neighborly users are charged a .6% fee for every allocation of ERA funds  
59 administered through the platform.

60  
61 Duplication of Funding/Existing Partnerships and Programs: The funding is not  
62 duplicative with other efforts, as duplication of effort is not allowed per federal  
63 regulations.

64  
65 Urban Triage has been administering ERA funds as a partner with Dane County since  
66 August of 2021. The funds awarded in this resolution will continue that program.

67  
68 The Tenant Resource Center has been providing payments at court for households  
69 involved in eviction proceedings as a partner with Dane County since July of 2022. The  
70 funds awarded in this resolution will help continue that program.

71  
72 Both agencies were selected to administer their programs via a competitive RFP  
73 process.

74  
75 Guidelines: The federal government has passed detailed guidelines for the emergency  
76 rental assistance funds authorized in the American Rescue Plan. For eligibility purposes,  
77 grantees must only consider household income for 2020 or confirmation of the monthly  
78 income that the household is receiving at the time of application, as determined by the  
79 Treasury Secretary.

80  
81 Up to 18 months of rental assistance can be provided per eligible household.  
82 Households are eligible for assistance if one or more individual has qualified for  
83 unemployment benefits, has experienced a reduction in household income, has incurred  
84 significant costs, and/or has experienced other financial hardship due directly or  
85 indirectly to the COVID-19 pandemic, and where one or more individual can  
86 demonstrate a risk of experiencing homelessness or housing instability (a past due utility  
87 or rent notice or an eviction notice, unsafe or unhealthy living conditions; or any other  
88 evidence of such risk as determined by the grantee.)

89  
90 Per federal guidelines, households that make 50% area median income (AMI) and below  
91 and in which one or more member is unemployed and has been unemployed for longer  
92 than 90 days must be prioritized among applicants.

93  
94 The grantee must ensure recipients of emergency rental assistance funding do not  
95 receive duplicate assistance from other federally funded rental assistance programs.

96  
97 Per federal guidelines, landlords or owners may apply on behalf of tenants meeting the  
98 eligibility requirements if the tenant cosigns the application, the landlord provides the  
99 necessary documentation to the tenant, and the payments are used to pay the tenant's  
100 rental obligation to the owner.

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102 **Expected Outcomes and Data Collection**

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

Per the federal government, the information collected by the grantee must be reported to the US Treasury on a quarterly basis to maintain ERA 2 compliance. This information will be shared quarterly with the Dane County Board of Supervisors per 2021 RES-013.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board approves a contract amendment in the amount of \$15,297,960 with Urban Triage, Inc. and authorizes the County Executive and County Clerk to execute the contract documents, and authorizes the Controller to issue checks for payment of contract invoices.

<u>Vendor</u>	<u>Contract Amount</u>
Urban Triage, Inc.	\$15,297,960

**BE FURTHER RESOVLED**, that the County Board approves a contract in the amount of \$8,076,250with Tenant Resource Center Inc. and authorizes the County Executive and County Clerk to execute the contract documents, and authorizes the Controller to issue checks for payment of contract invoices.

<u>Vendor</u>	<u>Contract Amount</u>
Tenant Resource Center Inc.	\$8,076,250

**BE FURTHER RESOVLED**, that account 80000 80137 COVID RENTAL ASSIT II REVENUE be increased by an appropriation of \$27,000,000 and that account 80000 30264 COVID RENTAL ASST II EXPENSE be increased with an appropriation of \$27,000,000.

**BE IT FURTHER RESOLVED**, that unspent funds for the programs from 2022 be carried forward for expenditure in 2023.

**BE IT FINALLY RESOLVED**, that the County Board requests quarterly reports be shared with the members of the County Board, and that the Health and Human Needs Committee review the reports on a quarterly basis and discuss how the information presented addresses anticipated program outcomes.

ADDENDUM

THIS ADDENDUM is made and entered into by and between the County of Dane (hereinafter referred to as "COUNTY") and Urban Triage Incorporated (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. 85235 (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 consists of eleven ( 11 ) pages.

Current Cost  
for 2022  
\$ \$ 12,382,949

Addendum Amount  
\$ \$ 15,297,960

Revised Maximum  
Cost for 2022  
\$ \$ 27,680,909

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.

FOR PROVIDER:

Date Signed: 9 23 22

  
Signature  
Brandi Grayson Founder/CEO  
Print Name and Title of Signer

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title of Signer

FOR COUNTY:

Date Signed: 9/23/2022

  
ASTRA IHEUKUMERE, Interim Director,  
Department of Human Services

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
JOE PARISI, County Executive  
(when applicable)

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
SCOTT MCDONELL, County Clerk  
(when applicable)

## Program Summary Form

Created: 6/18/2021 Revised: 9/20/2022	Contract #: 85235 Division: HAA	Provider: Urban Triage, Inc. Funding Period: August 1, 2021 - December 31, 2023											
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.	8184	80000	30264	Covid Rental Assistance 2	106			\$ 3,561.00	6,796	\$ 24,200,656		\$ 24,200,656	Specific
b.	8185	80000	30264	Covid Rental Assistance 2 Admin	106			\$ 560.00	6,214	\$ 3,480,253		\$ 3,480,253	Specific
c.													
d.													
e.													
f.													
g.													
h.													
i.													
j.													
<b>Total</b>										<b>\$ 27,680,909</b>	<b>\$ -</b>	<b>\$ 27,680,909</b>	

\*Other Revenue-Include here the source and related amount for each program:

- a. The section below is to be used to further define the information above.  
Unit cost based on estimate of 5,672 households to be served with average of \$3,561 in direct assistance per household. More or less households could be served by provider as actual needs of households will vary. **PSF amendment from 9/21/2022 - program is increasing by \$13,500,000 in Covid Rental Assistance 2 to reflect program extension through 12/31/2023.**
- b. Unit costs are estimated at \$560 per estimated 6,214 households served. County costs reflects a 15% administrative allocation. More of less households could be served by provider as actual needs of households will vary. **PSF amendment from 9/21/2022 - program is increasing by \$1,797,960 in Covid Rental Assistance 2 Admin to reflect program extension through 12/31/2023.**
- c.
- d.
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**Standard Program Category (SPC) Code Description:**

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

**Contract Manager(s)/Programs:**  
Ashley Ballweg - Ballweg.Ashley@countyofdane.com

**Accountant(s)/Programs:**  
Dylan Seitz - Seitz.Dylan@countyofdane.com

**Schedule A**  
**Urban Triage Incorporated**  
**Amended COVID Eviction Prevention Grant**  
**Programs #8184, #8185**  
**2022-2023**

**Description of Services**  
(SPC Code 106: Housing)

**I. PROVIDER Shall:**

- A. Provide eviction prevention financial assistance to qualified households in Dane County, outside the City of Madison, that are potentially facing eviction or otherwise experiencing housing instability. Assistance may include up to eighteen months of rental assistance, including rental arrears and forward rent for households who are receiving a security deposit as allowable under the Program Policy and Procedures manual. No rental arrears accrued prior to July 1, 2021 may be paid under the program. 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
    - Unsafe or unhealthy living conditions
- 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 (MAUNAL).
- 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 sub leaser. 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 July 1, 2021.
  - 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. If landlords are receiving funds for forward rent agreement must prohibit the landlord from evicting the tenant for nonpayment of rent during the period covered by assistance. Tenants will not be denied participation in program if a landlord refuses to sign agreement.
- J. PROVIDER will commence landlord and public outreach about grant availability by September 1, 2021. PROVIDER will have application available and readily accessible on or before September 15, 2021 system.
- K. 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.
- L. 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. Reporting:**

U.S. Treasury Department has released detailed reporting requirements as found on the Treasury's Emergency Rental Assistance reporting webpage. 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 10<sup>th</sup>
  - ii. Quarter two due July 10<sup>th</sup>
  - iii. Quarter three due October 10<sup>th</sup>
  - iv. Quarter four due January 10<sup>th</sup> (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;
- B. 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.

- C. PROVIDER shall retain electronic records of household eligibility with the Neighborly system. COUNTY can request electronic records at any time to ensure households receiving assistance qualify.
- D. 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. During program close-out phase, PROVIDER shall submit a monthly report to its COUNTY contract manager via e-mail by the tenth (10) of the following month detailing:
  - a. Number of households that requested rental assistance.
  - b. Number of households that were referred to another community resource.
  - c. Narrative update regarding other program close-out activities (processing returned checks, audit duties, etc.).

#### **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. Program Close-Out**

- A. PROVIDER shall work with COUNTY to determine a permanent closure date for new emergency rental assistance applications.
- B. After the program is closed to new applications, PROVIDER shall provide program close-out services as listed below:

1. Complete the processing and payment of applications received in the Neighborly system prior to permanent closure date. Payment of applications will depend on availability of direct assistance funding. If direct assistance funds are expended, applications will not be paid out by PROVIDER.
2. Field customer inquiries after Dane CORE 2.0 rental assistance is no longer available to provide information on how to access other community programs or supports that may be needed by the customer.
3. Complete all necessary program reporting for COUNTY and US Treasury.
4. Complete all necessary fiscal compliance and audit processes and reporting for COUNTY and US Treasury.
5. Continue to work with tenants and landlords in the event any disbursed funds need to be recaptured by the program after permanent closure.
6. Provide relevant documentation to clients for tax purposes or other such requests after permanent closure.

#### **VI. 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.

**URBAN TRIAGE INCORPORATED**  
**AMENDED – 2022-2023 Schedule B – Fiscal**  
**Programs #8184 & #8185**  
**Covid Rental Assistance 2**

Regarding Section C, XXVI. Financial Provisions, B. Method of Payment Reports (Programs #8184 and #8185):

1. COUNTY has received allocation second tranche funding totaling \$27,000,000 from the U.S. Treasury Department. PROVIDER is contracted to expend \$13,500,000 in direct rental assistance by June 30, 2023 Administrative costs capped at 15% and will be based on program budgets submitted by PROVIDER.
2. Upon execution of agreement, PROVIDER shall be advanced a lump sum payment of \$3,000,000 of total direct assistance allocation (total direct assistance is \$13,500,000) total administration is \$1,797,960. 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 \$3,000,000 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. Under this agreement, rental assistance benefits available for PROVIDER distribution will be \$13,500,000.

3. Regarding Section C, XXVI. Financial Provisions, G. Budgets and Personnel Schedules (Programs #8184 and #8185):

PROVIDER is subject to these provisions as described in the Agreement.

4. Regarding Section C, XXVI. Financial Provisions, M. Expense Reports (Programs #8184 and #8185):

Expense reports shall be submitted on a monthly basis on a form provided by COUNTY. Expense reports are due no later than the 25<sup>th</sup> of the following month and should report actual expenses.

5. Regarding Section C, XXVI Financial Provisions, N. Audit Requirements (Programs #8184 and #8185):

PROVIDER is subject to these provisions as described in the Agreement.

6. Regarding Section C, XXVI. Financial Provisions, P. Final Settlement (Programs #8184 and #8185)

Final settlement will be calculated by January 25<sup>th</sup> 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. 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 #8184 and #8185):

- A. 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 2023. 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.