

# **EMERGENCY RENTAL ASSISTANCE FOR BALDWIN COUNTY**

## **Program Guide**

June 7, 2022

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## POLICIES AND PROCEDURES UPDATES

Version Number	Date	Summary of Changes to Policies and Procedures
1.1	3/25/21	Initial U.S. Treasury ERA State Program Guide, as per 3/25/21 Baldwin County Commission Meeting
1.2	5/25/21	Adding language regarding property managers and correction of minor typographical errors
1.3	6/10/21	Modification to incorporate utilities, additional late fees, and renter direct payments
1.4	7/13/21	Removal of mobile home current registration requirement
1.5	4/5/22	Revised text for clarity and to include requirements for ERA2 funding; revision of applicable income limits/incorporating future revisions upon issuance; revision of program timeline to specify use of Treasury period of performance for ERA2; and establishment of an application deadline as of 6/10/25 or until funds are exhausted. Also incorporated U.S. Treasury terms for ERA1 & ERA2; ERA Documentation Checklist; and revised Tenant Direct Payment for Non-participating or Non-response Landlords Standard Operating Procedure.
1.6	6/7/22	Revised ERA2 application submission deadline to 8/1/22 or until funds are exhausted

## I. Background / Funding Provided

The U.S. Department of Treasury (U.S. Treasury or Treasury) Emergency Rental Assistance (ERA) Program has made funding available to assist households that are unable to pay rent and utilities due to the COVID-19 outbreak/ coronavirus pandemic.

Baldwin County, Alabama (the County) initially received an allocation of \$6,686,362.30 (ERA1) from the U.S. Treasury. Administrative costs (up to 10% of the allocation) are permitted. Funds are subject to recapture/ reallocation by Treasury unless 65 percent of the allocation is obligated by September 30, 2021. Funds will remain available through September 30, 2022.

The County has also been allocated \$5,290,605.50 of additional ERA funds (ERA2). Administrative costs (up to 15% of the allocation or amount paid, if less) are permitted. Remaining funds are available for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. Treasury initially provided the County with 40 percent of funds allocated (\$2,116,242.20) and will provide additional payments in tranches up to the full allocation in accordance with a procedure established by the Treasury Secretary, provided that any such procedure shall require not less than 75 percent of the funds (already disbursed by the Secretary) to be obligated.

If at least 75 percent of total funds allocated to the County (ERA1 and ERA2) have been obligated by October 1, 2022, the remaining 25% may be spent on other affordable rental housing and eviction prevention activities serving very low-income families (i.e., 50% AMI or less). Funds will remain available through September 30, 2025.

Provisions contained herein are subject to current and future Treasury guidance, as well as Treasury ERA Terms and Conditions (see Attachment A). Should any provision contained herein be found to be in conflict with any statutory and/or Treasury requirement(s), the statute and/or Treasury requirement will be followed.

## II. Authorities and References for Emergency Rental Assistance Program

- A. Statutory Authorization ERA1 - Title V Subtitle A Section 501 the Consolidated Appropriations Act (CAA), 2021, Pub. L. No. 115-260 (enacted December 27, 2020). [ERA2](#) - Subtitle B, Section 3201 of the American Rescue Plan Act (ARPA) of 2021, Pub. L. No. 117-2 (enacted March 11, 2021).
- B. Regulatory Authority – [Title §11 Chapter 11B-1 to 11-11B-8; Code of Alabama, 1975. as amended](#)
- C. Alternative Program Guidance – Frequently Asked Questions (FAQs) provided by the US Department of the Treasury. Most recent FAQs accessible at - [ERA FAQ 8-25-2021](#).
- D. Grant Conditions – Provided by US Department of Treasury. Accessible at Attachment A and electronically at - [ERA1 Award Terms and ERA2 Award Terms](#).

- E. Allocation Information - Provided by US Department of Treasury. Accessible at – [U.S. Department of Treasury Allocations to States and Eligible Units of Local Government](#)
- F. General Information – US Department of Treasury Program website accessible at - [Emergency Rental Assistance Program | US Department of the Treasury](#)
- G. County policy – Baldwin County “[Authority to Pay Bills](#)” policy

### III. Definitions

**Applicant** – Any tenant, or landlord acting on behalf of a tenant(s), attempting to request assistance by submitting an application to the Emergency Rental Assistance Program.

**Arrears** – Any money or debt owed and unpaid by tenants related to the occupation of a residential dwelling, such as rent or utilities from previous months.

**Area Median Income (AMI)** –U.S. Department of Housing and Urban Development income limits based on 42 U.S.C. 1437a(b)(2), as published at [Income Limits | HUD USER](#).

**Fraud** – Wrongful or criminal deception intended to result in financial or personal gain in situations where they would not be eligible. This includes the intentional, false representation or concealment of a material fact for the purpose of inducing another to act on it.

**Income** – Adjusted Gross Income for a tenant household as defined by the Internal Revenue Service (see [Internal Revenue Service Definition of Adjusted Gross Income](#) ) when using the IRS Form 1040. When calculating annual income using paystubs and/or other sources of income, HUD Part 5 (24 CFR 5.609) will be used.

**Landlord** – Any property owner(s), management company(ies) of a residential dwelling (or multiple dwellings) or mobile home park(s) that leases the use of that dwelling or space to a tenant in return for the regular payment of rent.

**Lease** – A binding legal agreement, usually in writing, between a landlord and tenant permitting the tenant to reside in the landlord’s dwelling, or occupy landlord’s land, in exchange for the periodic payment of rent.

**Rent** – The agreed-upon amount paid by a tenant on a regular basis in order to reside in a landlord’s residential dwelling or occupy a landlord’s land.

**Rental Assistance Contract (RAC)** – A binding legal agreement between a landlord and Baldwin County enabling a landlord to receive Emergency Rental Assistance funds on behalf of a tenant. A Tenant Rental Assistance Contract may be authorized in certain cases approved for payment directly to a tenant.

**County** – For purposes of this document, “County” shall collectively refer to the Baldwin County Commission (BCC) and its designated representatives and agents.

**Tenant** – A household of one or more persons/families obligated to pay rent on a residential dwelling or mobile home space to a landlord.

**Unemployment Benefits** – Any state or federal benefits received by an eligible individual that as a result of having been terminated, laid off, or furloughed from their work or primary method of obtaining a regular income.

## IV. Introduction

The Baldwin County ERA Program (a.k.a. the Program) will assist eligible households located within the geographical boundaries of Baldwin County, Alabama (inclusive of all municipalities and unincorporated areas) that have qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship and are at risk of experiencing homelessness or housing instability. For ERA1, the hardship must be due directly or indirectly to the COVID-19 pandemic. ERA2 broadens this criterion to include assistance to those who experienced a financial hardship “during” the pandemic also.

ERA1 funds will be awarded as grants and used for rental or utility payments made on behalf of income-eligible households for a maximum period of 12 months (with an additional three (3) months for forward rent, and subject to the availability of funds) to maintain housing and/or to reduce delinquencies and arrearages in rental, utility, and home energy costs resulting from the economic downturn during the COVID-19 outbreak. Additional forward rent payments are allowed under ERA1 (limited to 3 months per application): (i) subject to availability of funds and (ii) based on a subsequent application for additional assistance. The total number of months covered, for both arrears and forward rent combined, may not exceed 15 months. ERA 2 funds expand the period of assistance under ERA1; however, an eligible household may not receive more than 18 months of assistance, based on assistance provided under ERA1 and ERA2 combined.

Payments under the Program may be made to property owners or to landlords / management companies authorized to act on behalf of the property owner and in certain circumstances, may be made directly to the tenant. See Exhibit 1 for Tenant Direct Payment for Non-participating or Non-responsive Landlords SOP. ERA Program assistance is subject to availability of funds.

This Program Guide details the policies and procedures that shall govern the use of the funding under the Baldwin County ERA Program.

## V. Program Overview

### A. Program Objectives

The main objectives of the Program are to:

- Keep people housed during the COVID-19 outbreak/coronavirus pandemic by preventing evictions for failure to pay rent;
- Serve the maximum number of households as quickly as possible while also prioritizing households with the greatest need; and,
- Compensate landlords for unpaid rent during eviction moratoria

## B. Assistance Provided

The Program provides financial assistance in the form of direct grants/payments to cover rent/utility costs for tenants who are behind on their rent/utilities and/or at risk of eviction due to COVID-19 outbreak (ERA1 & ERA2) or during the coronavirus pandemic (ERA2). Eligible uses of funds are defined by section 501, Division N, of Pub. L. No. 116-260, guidance from the U.S. Treasury, and County policy. Eligible uses for the Program are limited to:

- Rental arrears starting from April 1<sup>st</sup>, 2020.
- Forward rent paid in increments of up to three months. After each three-month period, applicants may apply to re-certify that they continue to meet program eligibility requirements for up to an additional three months of rent. All past due amounts will be considered arrears at the time of recertification, and will be paid as arrears, not counting towards the three-month limit on forward rent.
- The total number of months covered by the program, for both arrears and forward rent combined, may not exceed 15 months for ERA1 and no more than 18 months for ERA2 (combined number of months for ERA1 and ERA2 combined).
- Late fees related to eligible past due rent that are clearly stipulated in the lease
- Utilities related to housing and home energy costs (e.g., liquid propane gas)
- Utilities separately paid by the landlord and charged to the tenant per the lease will be paid as rent.
- Other expenses related to housing to include relocation expenses such as security deposits, application fees, and hotels for evicted tenants.

The County is not obligated to pay all rent/utility arrears; however, subject to the maximum number of months of assistance provided and availability of funds, payment of arrearages will be prioritized to minimize eviction(s). Forward rent, subject to the same limitations noted above, will be provided in an effort to stabilize tenant households as they continue to work through employment, health and other challenges encountered either as a result of the COVID-19 outbreak (for ERA1) or during the coronavirus pandemic (ERA2).

The Program funds **cannot** be used for the following costs, which are considered ineligible:

### Cost Type

### Reason Ineligible for Program



Mortgage assistance  
Eviction-related court costs/attorney fees

Federal statute  
County policy determination

### C. Prioritization

The County intends to make prompt payments for all eligible applications. The County will continually monitor Program expenditures and will, when possible, prioritize completed applications for processing and payment based on the following criteria:

- Applicant households with income below 50% AMI. (Statutory priority)
- AND/OR:
- Applications from households that have at least one (1) individual who is unemployed and has not been employed for 90 days prior to date of application. (Statutory priority)
- All other applications are “first come, first served” based on submission date of all required/requested supporting documentation

The applicant priority system will establish two tiers of completed applications. Tier 1 will include the statutorily required prioritized populations based on income and/or unemployment status as identified above. Completed applications in Tier 1 will be prioritized for review initially. All other completed applications will be in Tier 2 and processed on a “first come, first served” basis. The two-tiered system will cease within 90 days of program startup (i.e., on June 30, 2021) and the tiers will be merged at that time to treat all applicants the same way.

Should the number of applications exceed the anticipated amount of available funding, Applicants will be notified that they are waitlisted for assistance based on the availability of funding. Following such notification (if necessary), should actual spending be less than projected or applicants determined to be ineligible or voluntarily withdraw from the program, Applicants will be notified that their application has been reactivated and will be processed for potential assistance.

## VI. Application Intake and Eligibility

### A. Application Process

Baldwin County has developed an [ERAP on-line application portal](#) and **applicant** management system that can be accessed by applicants as well as Baldwin County/Baldwin Together staff.

While landlords/property managers are encouraged to participate by providing information and receiving payment for rent, only tenants are eligible to apply for assistance. Tenant applications must be prepared to provide detailed information, including information for all household members, phone number, email address, address of the unit and other detailed information to determine eligibility for funding. Supporting documents from the tenant, such as a copy of the lease, income/employment information, proof of loss or reduction of income due to COVID-19, and landlord contact information are also required.

Landlords will be required to provide a W-9 and complete and sign an online ***Rental Assistance Contract (RAC)*** that details information such as the monthly rent, months in arrears, terms and conditions for accepting payment, and payment information. If the landlord does not respond or participate by providing a W-9 and completing and signing a RAC, Baldwin County may make payment directly to the tenant.

For those unable to apply online, an initial application may be submitted over the phone by contacting the *Baldwin County ERAP Hotline* at 251-239-4360. Applicants may also access the hotline for obtaining program information and for guidance in submitting online documentation. If the applicant is unable to submit supporting documentation online, instructions will be provided for mailing (or delivering to a local drop location) documents.

## B. Application Review Process

Applicants will receive a unique application case number (ID). Each application will be assigned to a case manager who will review the application for completeness and eligibility. If required documentation is missing or inadequate, the case manager will communicate outstanding requirements to the applicant (tenant or landlord) via email or phone.

At least three attempts will be made to contact any applicant for missing documents. Applications with missing documents will remain in pending status until documents are received or the program ends, whichever comes first.

Landlords (or their property managers) will be required to complete and sign a Rental Assistance Contract (RAC) and provide a completed IRS Form W-9, and a ledger or other recording of past due rent. In the case of property managers, a contract or other document detailing their relationship with the property owner is required. A minimum of three (3) attempts will be made over a five (5) day period to contact the applicant's landlord with all contact attempts logged in the applicant management system. If the landlord is unresponsive, does not provide documentation in a timely manner, or simply refuses to participate, rent payment may be made directly to the renter. In these cases, the tenant will be required to sign an additional document confirming that payments received will be used for their intended purposes (i.e., rent or utilities).

If an application is determined to be eligible by the case manager, it will be reviewed for quality control by a team leader prior to submission for payment processing. Applications that provide one or more supporting documents and are determined to be ineligible by a case manager will also be reviewed by a team leader.

In the case of applicants that are deemed not eligible for the ERAP program, efforts will be made to direct them to other programs that may be of assistance, working through Baldwin Together.

Copies of checklists associated with ERA Program Required Documentation (Attachment B) and ERA Program BCC Application Instructions are included for reference and documentation of County internal processes relative to review of applications. These checklists align with current program guidance.

### C. Eligible Household Criteria

Tenants may be eligible for rental assistance under the program if the following requirements are met:

1. Tenant resides and is obligated to pay rent on a rental unit or designated rental space for manufactured housing (including motor homes/recreational vehicles) within Baldwin County. The exception to this is a resident of an AHFA project. Residents of these locations should apply to the [State of Alabama's ERAP Program](#).
2. At least one (1) individual in the tenant household qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to COVID-19 (ERA1). At least one (1) individual in the tenant household qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due directly or indirectly to coronavirus pandemic (ERA2).
3. Tenant has received a past due rent notice, past due utility notice, or an eviction notice, or is experiencing housing instability.
4. Funding for outstanding rent that is being requested through the Baldwin County program has not been paid, reimbursed or duplicated by any other source (e.g., municipality, city, federal, non-profit).
5. Household income does not exceed 80% of the area median income limit (AMI) for the County, as defined by the Department of Housing and Urban Development (HUD).<sup>1</sup> HUD 2020 income limits are to be used for all applicants that submit on or before April 1, 2021. HUD 2021 income limits are to be used for all applicants that submit after April 1, 2021. Future updates of these income limits will be applicable to the Program upon issuance by HUD on the effective date specified.

Baldwin County 2020 AMI Report, Average Median Income: \$81,000.00									
		Size of Household							
AMI %		1	2	3	4	5	6	7	8
	50%	\$28,350.00	\$32,400.00	\$36,450.00	\$40,500.00	\$43,750.00	\$47,000.00	\$50,250.00	\$53,500.00
	80%	\$45,400.00	\$51,850.00	\$58,350.00	\$64,800.00	\$70,000.00	\$75,200.00	\$80,400.00	\$85,550.00

<sup>1</sup> HUD AMI Data is available at: <https://www.huduser.gov/portal/datasets/il.html>

Source: [https://www.huduser.gov/portal/datasets/il/il2020/select\\_Geography.odn](https://www.huduser.gov/portal/datasets/il/il2020/select_Geography.odn)

Baldwin County 2021 AMI Report, Average Median Income: \$74,300									
		Size of Household							
		1	2	3	4	5	6	7	8
AMI %	50%	\$26,950	\$30,800	\$34,650	\$38,500	\$41,600	\$44,700	\$47,750	\$50,850
	80%	<b>\$43,150</b>	<b>\$49,300</b>	<b>\$55,450</b>	<b>\$61,600</b>	<b>\$66,550</b>	<b>\$71,500</b>	<b>\$76,400</b>	<b>\$81,350</b>

Source: [https://www.huduser.gov/portal/datasets/il/il2021/select\\_Geography.odn](https://www.huduser.gov/portal/datasets/il/il2021/select_Geography.odn)

Baldwin County 2022 AMI Report, Average Median Income: \$85,500									
		Size of Household							
		1	2	3	4	5	6	7	8
AMI %	50%	\$29,950	\$34,200	\$38,500	\$42,750	\$46,200	\$49,600	\$53,050	\$56,450
	80%	<b>\$47,900</b>	<b>\$54,750</b>	<b>\$61,600</b>	<b>\$68,400</b>	<b>\$73,900</b>	<b>\$79,350</b>	<b>\$84,850</b>	<b>\$90,300</b>

Source: <https://www.huduser.gov/portal/datasets/il/il2022/2022summary.odn>

If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, the County will use up to 100% of the greater of the HUD Fair Market Rent or Small Area Fair Market Rent for the area where the applicant resides<sup>2</sup>. Participating landlords must agree to the terms of assistance and submit required documentation, including a Form W-9 and Rental Assistance Contract. The terms of assistance will require landlords to accept the following conditions to receive payment under the program:

Not evict a tenant for at least 60 days after assistance ends unless eviction is for cause other than non-payment of rent.

#### (1) Proof of Income

Applicants must provide proof that household income does not exceed 80% of AMI based on current HUD AMI for the Daphne-Fairhope-Foley, AL MSA. Income may be calculated on a monthly or annual basis. Also see definition of income.

##### (a) Monthly Income

If an applicant is requesting assistance based on monthly income, the applicant must provide proof of income for at least the two months prior to submission of the application. This may include:

- Two months (or eight consecutive weeks) of pay stubs

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<sup>2</sup> HUD FMR Data is available at: <https://www.huduser.gov/portal/datasets/fmr.html> and HUD Small Area Fair Market Rent is available at [Small Area Fair Market Rents | HUD USER](#).

- Signed statement from employer stating wage and frequency of payment
- Unemployment compensation statement
- Notice of termination of employment or furlough

#### (b) Total Annual Income

If an applicant is requesting assistance based on change in annual income, the applicant must provide a copy of their filed IRS Form 1040 showing the adjusted gross income (line 11 on IRS Form 1040), or source documents evidencing annual income (e.g., W-2 form(s), interest statement, 1099-G/unemployment compensation statement).

A self-attestation of household income (without further verification) is allowable if the applicant confirms in writing that they are unable to provide required documentation. Such attestation should specify monthly or annual income to ensure that the income meets applicable HUD income limits. Where self-attestation is used for all or the majority of income claimed, income must be reassessed every three months by obtaining applicable documentation and/or a new self-certification.

If available, categorical eligibility and/or fact-specific proxy may be used in accordance with Treasury guidance.

#### (2) Proof of Financial Hardship<sup>3</sup>

Tenants will be required, as part of the application, to document that a member of the household has qualified for unemployment benefits or to provide a signed attestation that their household has experienced a reduction in income, incurred significant costs, or experienced other financial hardship due directly or indirectly to the COVID-19 outbreak (ERA1). To the extent administratively feasible, applicants must also provide proof of such financial hardship. For ERA2, tenants must provide either written attestation (signed by the applicant) or other relevant document regarding the qualification of a household member for unemployment or experienced a reduction in household income, incurred significant costs, or experienced other hardship **during** or due, directly or indirectly, to the coronavirus pandemic.

Financial hardship can be demonstrated by documentation for one of the following:

- At least one (1) household member qualified for unemployment benefits, as demonstrated by an unemployment compensation statement or other written proof of unemployment benefits (ERA1 and ERA2).
- For ERA1, at least one (1) household member experienced a reduction in income, incurred significant costs, or experienced other financial hardship due (directly or indirectly) to COVID-19

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<sup>3</sup> The terms COVID-19 outbreak and coronavirus pandemic mean the same thing according to Treasury.

outbreak. For ERA2, at least one (1) household member experienced a reduction in income, incurred significant costs, or experienced other financial hardship **during** or due (directly or indirectly) to coronavirus pandemic. Documentation can include a layoff/furlough notice or evidence of either partial or full loss of wages (e.g., bank statements, pay stubs).

In the absence of the above, the following documents can also be used to support/demonstrate financial hardship; however, applicants are encouraged to provide proof to the extent feasible.:

- For reduction in income, bank statements or pay application documentation (e.g., Venmo, cash app) showing a reduction or cessation of regular income.
- Written statements from former employer(s) as to loss of employment and/or reduction in hours due to COVID-19 outbreak/coronavirus pandemic.
- To document incurring of significant costs or other financial hardship, applicants need to provide one or more of the following: 1) documentation of sickness with COVID-19 (or related variants) or caring for a household or family member who is or was sick with COVID-19 during the eligible pandemic period; 2) documentation of extraordinary out-of-pocket childcare expenses due to school closures/remote learning, medical expenses, or health care expenditures stemming from COVID-19 during the eligible pandemic period; and/or 3) documentation of expenditures/loss of income due to compliance with a governmental mandate/recommendation to stay home, self-quarantine, or avoid congregating with others during the eligible pandemic period (i.e., March 13, 2020 to present).
- Given the difficulty in providing whether a financial hardship is due to the COVID-19 outbreak/coronavirus pandemic, written attestation/self-certification from the applicant is allowed as to whether the financial hardship meets the statutory eligibility requirements. Further, any applicant that self-certifies that they meet the standard in ERA1 is considered to have met the standard for ERA2.

### (3) Proof of Risk of Experiencing Homelessness or Housing Instability

The household must demonstrate a risk of experiencing homelessness or housing instability either directly or indirectly due to the COVID-19 pandemic through at least one of the following:

- Past due rent notice;
- Eviction notice from landlord or court related eviction notice; or
- Past due / shut off utilities notice.

The landlord's indication confirming rental arrears in the RAC shall also satisfy this requirement.

If the above is not available, documentation demonstrating the following will be acceptable:

- Rent cost is equal to 50% or more of monthly take home pay/income and/or annual income/adjusted gross income.
- Any other evidence of such risk as may be determined by the County, inclusive of an applicant's self-certification identifying the risk factors (with or without other documentation).

#### (4) Eligibility Recertification

Applicants may apply for additional assistance after their initial award, subject to the availability of funds and a subsequent request for additional assistance supported by verification of continued eligibility, as noted below.

#### (5) Summary of Required Documentation

Positive identification is required for all applicants (inclusive of household members 18 years or older); state issued driver's license or photo identification is preferred, but other documentation is acceptable if such documentation clearly identifies the applicant's identity.

##### **First-Time Tenant Applicants**

Must provide proof of income in accordance with paragraph VI(C)(1); proof of financial hardship in accordance with paragraph VI(C)(2) and proof of risk of experiencing homelessness and/or housing instability in accordance with paragraph VI(C)(3).

##### **Recertifying Tenant Applicants**

Must provide updated proof of income in accordance with paragraph VI(C)(1); updated proof of financial hardship in accordance with paragraph VI(C)(2) and updated proof of risk of experiencing homelessness and/or housing instability in accordance with paragraph VI(C)(3).

##### **Landlord Documentation (all required)**

To be eligible to receive payments, landlords are required to provide: 1) proof of ownership of the rental unit; 2) properly executed Form W-9; 3) ledger or other record showing past due rent; and 4) an executed Rental Assistance Contract (RAC).

#### (6) Attestations

In lieu of required documentation, as stated above, the County will accept written self-certifications and/or attestations from the applicant. The intent is that these would be used in when required documentation is not otherwise available. To be valid, self-certifications and/or attestations must be clearly stated in English (translation is available if needed). All attestations will be reviewed and approved by the County (in accordance with standard application processing) prior to application approval.

## (7) Waivers and Exceptions

To accommodate disabilities, extenuating circumstances related to the pandemic or lack of access to technology to complete an on-line application, the County will provide alternative means by which to apply and/or document compliance inclusive of use of the ERAP hotline, mailing / drop off and use of self-certifications/attestations as outlined herein. The County also reserves the right to grant waivers/exceptions on a case-by-case basis, as may be necessary for program flexibility while still ensuring that eligibility criteria are documented.

### D. Duplication of Benefits

Applicant households may not receive assistance from the Program which is duplicative of other benefits received. A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.

Example #1: An applicant has received rental assistance through a state or city program for the months of November 2020 to January 2021. However, the applicant will not receive any further assistance from the city program starting in February 2021. The applicant is eligible to receive the Program assistance beginning with February 2021 housing costs.

Example #2: An applicant is receiving ongoing rental assistance through a local non-profit organization that will cover all expenses until June 2021. They are not eligible for rental assistance through the Program until they are no longer receiving assistance from the local non-profit organization.

Example #3: An applicant received AHFA assistance that covered rental arrears for the months of June and July 2020, but not the remainder of the eligible period. Rental arrears for those two months would not be eligible again for this assistance, but other arrears may be eligible.

Program payments may not duplicate any other rental/utility assistance provided to an eligible household from federal or any other entity providing such assistance. Assistance is considered a duplication if it is used to cover the same expense(s) for which assistance is being sought.

NOTE – Subject to the availability of funds for ERA1, if an eligible household participates in a HUD-assisted rental program or lives in certain federally assisted properties (e.g., Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the household may receive Program assistance for the tenant portion of rent or utilities that is not subsidized. For ERA2, an eligible household that occupies a federally subsidized residential or mixed-use property is eligible to receive Program assistance, if the U.S. Treasury Program funds are not applied to expense(s) that have been or will be reimbursed under any other assistance.



## VII. Landlord Requirements

### A. Overview of Landlord Requirements

Landlords/property managers wishing to participate in the Program must:

- Acknowledge that the funds provided will go only toward rent payments for the tenant, as well as that any monies provided beyond rental arrears will be used towards future rent payments for the tenant.
- Agree to accept rental payment on behalf of the tenant from the Program. Forward rent will only be issued for up to three months at a time and no assistance may not be applied to rental arrears accrued prior to April 1, 2020.
- Submit applicable lease and proof of ownership of the property.
- Provide accurate information on a Form W-9.
- Provide a current ledger or some other accounting of past due rent amounts.
- Certify that there are no outstanding building or health code violations against the property.
- Agree not to pursue eviction for non-payment of rent while receiving rental assistance, and for 60 days after assistance ends.

Participating landlords are prohibited from:

- Requiring, pressuring, coercing, or otherwise causing the tenant to pay any additional amount for rent or fees above what is paid by the Program to cover the applicable months; and
- Accepting payments from tenants outside of the Program payments for the months specified in the RAC.

### B. Rental Assistance Contract

Baldwin County will execute a separate Rental Assistance Contract (RAC) with the landlord for each individual tenant. Each contract applies only to the tenant household and the unit identified in the RAC. The terms and conditions in the RAC provide payment conditions to the landlord.

The Rental Assistance Contract ensures that payment will not be received unless the following conditions are met:

- The contract unit is free of any building or health code violations and that the landlord is providing the services, maintenance and utilities agreed to in the lease.
- The contract unit is leased to and occupied by the tenant named in the contract.
- The landlord has not received and will not accept any payments as rent/utilities for the months covered by the contract from other sources (i.e., no duplication of benefits).

- To the best of the landlord's knowledge, the unit is used solely as the tenant's principal place of residence.

Baldwin County's rights and remedies for owner breach of the RAC contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payment, and termination of the RAC contract. Baldwin County may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief, or order for damages. Any of the following shall constitute a breach of the Contract:

- If the landlord has violated any obligation under the contract; or
- If the landlord has demonstrated any intention to violate any obligation under the contract; or
- If the landlord has committed any fraud or made any false statement in connection with the contract or has committed fraud or made any false statement in connection with any Federal housing assistance program.

Neither Baldwin County nor the U.S. Treasury assumes any obligation for the tenant's rent, or for payment of any claim by the owner against the tenant. Baldwin County's obligation is limited to making rental/utility payments on behalf of the tenant in accordance with the RAC.

## C. Housing Contract Requirements

### (1) Leases

Baldwin County will require that tenants and landlords provide some form of written contract to receive rental assistance, in most cases this will consist of an executed lease. The Program will accept expired leases on the first application (if other proof of residency is provided) but will require new leases to be put in place before additional funding is issued.

The agreement must include signatures for all parties to the lease, which includes all adult members of the unit required to sign the lease agreement. The lease agreement should include identification of all members of the tenant household at the time of lease execution.

To qualify for fees/other costs, leases should clearly include reference to such.

### (2) Termination of Tenancy

The Termination of Tenancy provision is included in the Rental Assistance Contract. This provision states the landlord may evict the tenant following applicable State and local laws. The landlord must give the tenant at least 30 days' written notice of the termination and notify the County in writing when eviction proceedings are begun. The landlord may not evict for non-payment of rent while receiving rental

assistance under the Program, and for 60 days after assistance ends. This provision does not apply to renter direct payments for non-participating landlords.

## VIII. Reporting

Baldwin County will provide the following data (in addition to any other metric required in the future) to the U.S. Treasury as mandated for reporting requirements:

- Address of the rental unit,
- Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord and utility provider,
- Amount and percentage of monthly rent covered by ERA assistance,
- Amount and percentage of separately-stated utility and home energy costs covered by ERA assistance,
- Total amount of each type of assistance (i.e., rent, rental arrears, utilities and home energy costs, utilities, and home energy costs arrears) provided to each household,
- 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 of individuals in the household, and
- Gender, race, and ethnicity for the primary applicant for assistance.

Baldwin County will also collect information as to the number of applications received in order to be able to report to the U.S. Treasury the acceptance rate of applicants for assistance. The U.S. Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements. Baldwin County will comply with the requirements in Title V, Subtitle A, Section 501(g)(4) of Division N of the Consolidated Appropriations Act to establish data privacy and security requirements for information the Program collects.

## IX. Program Timeline

The Program will begin accepting applications through the online applicant portal on April 1, 2021. The Program may cover up to a maximum of 15 months of rent/utility arrears and forward rent combined for ERA1. This period is extended until 18 months for ERA2.

All ERA1 funds must be obligated by September 30, 2022, under current guidance and statutory authorities. Beginning on September 30, 2021, the U.S. Treasury may recapture excess funds, not obligated by a grantee and reallocate to grantees who have obligated at least 65% of the amount originally allocated. Funds will remain available through September 30, 2022, unless in the case of a reallocation made by Treasury, the County requests and receives from Treasury an extension of 90 days. Current U.S. Department of the Treasury Emergency Rental Assistance grant terms are provided at Attachment A. Provisions contained herein will be subject to current and future Treasury guidance, upon issuance.

For ERA 2, Treasury initially provided the County with 40 percent of funds allocated (initial payment) and will provide additional payments in tranches up to the full allocation in accordance with a procedure established by Treasury, provided that any such procedure shall require not less than 75 percent of the funds (already disbursed by the Secretary) to be obligated. Reallocation of funds will begin on March 31, 2022, based on funds allocated, but not yet paid. To be eligible for reallocated funds, the County must have obligated 50 percent of the total amount of funds allocated.

If at least 75 percent of total funds allocated to the County (ERA1 and ERA2) have been obligated by October 1, 2022, the remaining 25% may be spent on other affordable rental housing and eviction prevention activities serving very low-income families (i.e., 50% AMI or less). Funds will remain available through September 30, 2025.

To allow sufficient time for review of ERA2 applications, the County will accept applications until August 1, 2022, or until such time as funds have been exhausted.

## X. Program Terms and Conditions

### A. Right to Inspect Housing

Baldwin County will require landlords to certify that there are no health or building code violations against the property. Baldwin County reserves the right to inspect the contract unit and related facilities at least annually during the assistance period, and at such other times as necessary to assure that the unit is occupied by the Tenant, that required maintenance, services and utilities are provided, and to investigate concerns related to provision of the Treasury ERA assistance.

### B. Conflict of Interest Provisions

No employee of Baldwin County who formulates policy or influences decisions with respect to the Emergency Rental Assistance Program, and no public official or member of the governing body who exercise functions or responsibilities with respect to the Program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in the contract or in any proceeds or benefits arising from the contract.

## XI. Preventing Waste, Fraud, and Abuse

Baldwin County will make use of the public to report allegations of theft, fraud, waste or abuse of public funds. Information can be provided anonymously, however, providing a name and telephone number can be helpful because it allows for follow-up questions. The name and telephone number of any individuals reporting, as well as the status of complaints, are confidential. If an individual suspects fraud, waste or abuse of public funds, information on how to this can be reported can be found at <https://baldwincountyal.gov/report-it>. Reports may also be filed with the U.S. Treasury Office of Inspector General (OIG) at [Report Fraud, Waste, and Abuse | Office of Inspector General \(treasury.gov\)](#).

Rental assistance fraud may take on various forms and involve various players. Examples of applicant attempts to commit fraud include the following:

- Knowingly making a false statement or representation.
- Intentionally falsifying required documentation.
- Deliberately failing to disclose material facts, or
- Knowingly withholding information in order to obtain benefits.

Fraud can originate from:

- Households (Tenants) falsifying applications
- Landlords (Owners) falsifying applications
- Landlord/tenant collusion
- Coordinated criminal attacks

The County's approach to fraud prevention includes the following components:

1. Prevention
2. Deterrence
3. Anti-fraud controls
4. Fraud detection analytics / response to suspected fraud cases

These components are built into all aspects of the Program to the extent feasible. The first line of defense for prevention is to utilize electronic software to compare applicants and detect duplicates based on applicant-specific information.

Deterrence is integrated into language used regarding potential penalties for making false and/or fraudulent statements/claims.

Anti-fraud controls include individualized review and case management to verify actual documents submitted and to clarify incomplete or questionable documents. Further, the accuracy of applicant addresses are verified using Baldwin County Revenue Commissioner website to ensure the property is located within Baldwin County.

Fraud detection analytics comprise elements of all the above, as well as use of duplication of benefit comparison for properties associated with the Alabama Housing Finance Authority (AHFA) Rental Assistance Program and with Baldwin Together agencies which also provide various rental/utility assistance. Every effort will be made to ensure that personally identifiable information (PII) is protected to the extent feasible, given that certain additional steps are needed to incorporate fraud detection and minimize potential duplication of benefits.

Suspicion of fraud is not sufficient for denial of assistance; however, it will serve as a basis for further inquiry and possible request for additional/substantiating documentation. Balancing the need for program flexibility with the need for fraud prevention (so as to not unduly impact access to rental assistance) is challenging due to the fact that these needs are inversely proportional to one another. Program policies require documentation for all eligibility criteria; however, where self-attestations are allowed (to decrease barriers to participation) there is greater potential for fraud to occur. It is inevitable

that some cases may receive assistance due to willful action to defraud; however, when these are discovered, the County will take action to either deny approval and/or to recoup funds that may have been paid (i.e., written notice will be sent to the tenant and/or landlord requiring repayment of funds). Those cases that have been paid but are later found to be fraudulent or reported to be fraudulent will be tracked and information made available to the U.S. Treasury OIG and/or law enforcement, as appropriate.

## XII. Grievances and Appeals Policy

The Program utilizes a two-tier review system to resolve applicant disputes and consider appeals. Applicants must first request a Review Determination to resolve any issue before requesting to escalate the issue to a formal appeal. All formal appeals will be reviewed by Baldwin County ERAP Appeal Review Committee<sup>4</sup>; the Committee's determination is considered final.

Should applicants, recipients of assistance, or landlords have a grievance or receive notice of ineligibility, they should submit it in writing to Baldwin County via the applicant portal. Baldwin County will respond to grievances within 15 working days upon receipt, after conducting a Review Determination. This submission should include their Application ID, and a detailed explanation of their request. The Review Determination will be done by a different Compliance Technician that conducted the initial review. If the issue cannot be resolved during the Review Determination, the applicant can then request a formal appeal. Form appeals will be reviewed by Baldwin County ERAP Appeal Review Committee, which will make a determination and final decision in the matter. Appeal requests can take up to 30 days for a determination; however, all review will be expedited to the extent feasible.

## XIII. Anti-Discrimination

The program will maintain compliance with the following regulations, laws and acts, as well as related County law and all statutes/regulations as provided in the Treasury ERA Terms for ERA1 and ERA2 (see Attachment A).

### A. Title VI (Civil Rights Act of 1964)

Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance, including Program.

### B. Fair Housing Act

The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability, and

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<sup>4</sup> The Baldwin County ERAP Appeal Review Committee will include the Baldwin County Administrator, Finance/Accounting Department Head and the Grants Administrator.

applies to all grantees, subrecipients, and/or developers funded in whole or in part with HUD financial assistance. Baldwin County and program participants will certify that no person was excluded from participation in, denied the benefit of, or subjected to discrimination in any housing program or activity because of their age, race, color, creed, religion, familial status, national origin, sexual orientation, military status, sex, disability or marital status.

Among other included actions, it is illegal discrimination to refuse to rent to an individual based on any of these criteria. It is also illegal discrimination to impose different rental charges or limit privileges, services, or facilities of a dwelling. More information on the Fair Housing Act is provided at [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/fair\\_housing\\_act\\_overview](https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview).

### C. Section 504 of the Rehabilitation Act and Americans with Disabilities Act

Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act prohibit discrimination on the basis of handicap in housing and community development programs and activities, particularly those that are assisted with HUD funding. Section 504 imposes requirements to ensure that "qualified individuals with handicaps" have access to programs and activities that receive federal funds. Program implementation, including any prioritization policies, must be consistent with the nondiscrimination provisions of the Federal civil rights laws, including, but not limited to the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Title II or III of the Americans with Disabilities Act, as applicable.

### D. Age Discrimination

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

### E. Religious Participation

Applicants are not required to participate in religious services or activities as a term of receiving services, regardless of the religious affiliation of an organization.

## XIV. Affirmative Outreach and Marketing

Baldwin County must make reasonable and documented efforts market and outreach hard to reach populations and groups that would benefit from program services. Such efforts include:

- Using plain language materials.
- Posting materials on social media and organizational websites.
- Offering materials and information in accessible formats and multiple languages.

- Targeting distribution of information and materials to locations where hard-to-reach audiences may best be contacted.

## XV. Privacy and Confidentiality

Every effort will be made to ensure that personally identifiable information (PII) is protected to the extent feasible given that certain additional steps are needed to incorporate fraud detection and minimize potential duplication of benefits.

In accordance with 2 CFR 200.79, PII means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some information that is considered to be PII is available in public sources such as telephone books, public websites, and other listings. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, email address, home telephone number, and general educational credentials. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that, when combined with other available information, could be used to identify an individual.

The following measures will be taken:

- **Limit Collection of PII**

Do not collect or maintain protected PII unless necessary and/or required by regulation(s) or law. Collect only the PII that is needed for the purposes for which it is collected.

- **Manage Access to Sensitive PII**

Only share or discuss protected PII with those personnel who have a need to know for purposes of their work.

- **Protect Hard Copy and Electronic Files Containing Protected PII**

- 1) Lock up all hard copy files containing protected PII in secured file cabinets and do not leave unattended.
- 2) Protect all media (e.g., thumb drives, CDs, etc.,) that contain protected PII and do not leave unattended. This information should be maintained either in secured file cabinets or in computers that have been secured.
- 3) Secure digital copies of files containing protected PII by using the Baldwin County server as the primary electronic storage. This server is protected via a state-of-the-art firewall and access to Baldwin County staff with appropriate logins and passwords.
- 4) Access to protected PII via approved workstations is further protected by locating such workstations in secured private offices which have lockable doors and have restricted physical access via use of key cards.

- **Protecting Hard Copy Transmissions of Files Containing Protected PII**



- 1) Do not remove records about individuals with protected PII from facilities where information is authorized to be stored and used unless approval is first obtained from a supervisor. Sufficient justification, as well as evidence of information security, must be presented.
- 2) Do not use interoffice or translucent envelopes to mail protected PII. Use sealable opaque solid envelopes. Mark the envelope to the person's attention.

- **Records Management, Retention, and Disposition**

- 1) Follow applicable records management laws, regulations, and policies.
- 2) Work with subrecipients / non-federal entities to ensure these are managing records in accordance with applicable laws, regulations, and policies.
- 3) Include records management practices as part of any scheduled oversight protocols.
- 4) Do not maintain records longer than required.
- 5) Destroy records after retention requirements are met.
- 6) Dispose of protected PII appropriately – use cross-cut shredders and coordinate with Baldwin County CIS Department to permanently erase electronic records when no longer needed.

- **Incident Response**

- 1) Supervisors should ensure that all personnel are familiar with reporting procedures.
- 2) Promptly report all suspected compromises of protected PII related to immediate supervisor.

## Attachment A: Treasury ERA Terms

### ERA1

#### U.S. DEPARTMENT OF THE TREASURY EMERGENCY RENTAL ASSISTANCE TERMS

March 26, 2021

Effective as of the date hereof, the award terms accepted by Recipient as a condition to the receipt of payment from Treasury pursuant to section 501 of Subdivision N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) are amended as follows:

Section 3 is amended by replacing "December 31, 2021" with "September 30, 2022".

Section 4 is deleted in its entirety and replaced with the following:

4. Administrative costs.

- a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
- b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.

Following are the award terms restated to reflect this amendment.

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").
2. Repayment and reallocation of funds.
  - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
  - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
  - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through September 30, 2022, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.

- b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
- c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.

4. Administrative costs.

- a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
- b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.

5. Reporting.

- a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
- b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

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

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

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Government-wide requirements for a Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
11. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
  - c. Penalties on any debts shall accrue at a rate of not more than 6 percent

per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

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

12. Disclaimer.

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

13. Protections for Whistleblowers.

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

- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- 15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## ERA2

### U.S. DEPARTMENT OF THE TREASURY EMERGENCY RENTAL ASSISTANCE Award Terms and Conditions

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the "Guidance").
2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).
3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.
4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.
5. Administrative costs.
  - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
  - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.
6. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
7. Maintenance of and Access to Records.
  - a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.



- c. Records shall be maintained by Recipient for a period of five (5) years after the period of performance.
- 8. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 9. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
    - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
    - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 11. Conflict of Interest. Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
- 13. Debts Owed the Federal Government.
  - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
  - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- 14. Disclaimer.
  - a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this

award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

15. Protections for Whistleblowers.

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

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

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## Attachment B: Emergency Rental Assistance Program Required Documentation Checklist

BCCERAP # \_\_\_\_\_

☐ Landlord Payment

Name \_\_\_\_\_

☐ Tenant Payment

Prior Case # \_\_\_\_\_

Total Prior Months Approved \_\_\_\_\_

### CASE MANAGEMENT DOCUMENTS:

#### ☐ REQUESTING RENTAL ARREARS/FORWARD RENT/LATE FEES

1. ☐ Photo ID (Primary Applicant)
2. ☐ Lease (Must be uploaded to include all dates within rental arrears and forward rent requests)
  - Expired lease – for all rental arrears before current lease
  - Current lease – for all rental arrears and forward rent
  - Written attestation from landlord that states the dates, monthly rate, and late fees
  - Late Fees - must be stated on the lease for payment
  - Utility costs included in lease are considered rent
3. ☐ Proof of Income (All household members 18+)
  - 4 paystubs
  - Unemployment statement
  - Tax Documents (W2, tax return, 1099)
  - Bank Statement
  - Written attestation that member is not working
4. ☐ Hardship
  - Pandemic unemployment
  - Positive Covid test results
  - Loss in wages
  - Written attestation stating hardship during/due to pandemic
5. ☐ Past Due Rent Notice (if requesting rental arrears)

#### ☐ REQUESTING FURTHER ASSISTANCE

1. ☐ Proof of Income (cannot be same proof of income uploaded for prior case)
  - 4 Paystubs
  - Attestation (if not working - stating their employment status)
2. ☐ Hardship
  - Cannot be the same attestation provided in first allocation
3. ☐ UNCOOPERATIVE LANDLORD – Proof of Payment
  - Prior Rental Assistance Payment Receipt (landlord attestation, check copy, rental ledger)

☐ **REQUESTING UTILITY BILLS** (Requires rental arrears documents 1-4)

1. ☐ Utility late notice (electricity, gas, water, sewer, and trash removal, internet)
2. ☐ Utility late fees
3. ☐ Reconnection fees

☐ **REQUESTING OTHER RENTAL EXPENSES** (ONLY if evicted – requires rental arrears documents 1-4)

1. ☐ Eviction Notice
2. ☐ Hotel Receipt/daily rate itemized
3. ☐ Future Lease Signed (itemized with deposit)

**QUALITY CONTROL DOCUMENTS:**

☐ **COOPERATIVE LANDLORD DOCUMENTS:**

1. ☐ Landlord Photo ID
2. ☐ Landlord W9
3. ☐ Landlord proof of ownership
4. ☐ Rental Ledger
5. ☐ Landlord Rental Assistance Contract

☐ **UNCOOPERATIVE LANDLORD DOCUMENTS:**

1. ☐ Tenant Direct Payment Agreement

Exhibit 1:

Tenant Direct Payment for Non-participating or Non-responsive  
Landlords SOP

# Tenant Direct Payment for Non-participating or Non-responsive Landlords

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## STANDARD OPERATING PROCEDURE



**BALDWIN**  
— COUNTY, ALABAMA —  
EST. 1809

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## Record of Changes

The Tenant Direct Payment for Non-participating or Non-responsive Landlords Standard Operating Procedure was approved by the Baldwin County Commission on June 1, 2021. This SOP was incorporated as Exhibit A of the Baldwin County Emergency Rental Assistance Program Guide with the revision of the Program Guide as of April 5, 2022.



## Introduction

The purpose of this standard operating procedure (SOP) is to describe the process for managing landlords who are unwilling to support a tenant's application to the U.S. Treasury Emergency Rental Assistance Program ("the Program") for Baldwin County. A landlord is a property owner(s), management company(ies) of a residential dwelling (or multiple dwellings) or mobile home park(s) that leases the use of that dwelling or space to a tenant in return for the regular payment of rent.

This SOP describes:

- the type of documentation that is requested from landlords;
- the Request for Information (RFI) process that Case Managers use to elicit participation;
- when the Program will choose to process direct payment to the tenant;
- how the Program will process and monitor direct payments to tenants; and
- circumstances where the Program will support evicted tenants.

These procedures will be administered under the supervision of the Baldwin County Commission. They are intended to support efficient application processing so that Baldwin County's U.S. Treasury Emergency Rental Assistance Program can keep people housed during the COVID-19 pandemic by preventing evictions for failure to pay rent.

## Policy Overview

The Program is able to most effectively distribute rental assistance when the landlord participates in the application process by:

1. Signing the Landlord Certifications and Acknowledgements, which describe the Program's requirements for landlords (e.g., not evicting tenants within 60 days of receiving payment, etc.); and
2. Providing a photo ID; and
3. Providing a complete Internal Revenue Service (IRS) Form W-9; and
4. Providing proof of ownership of the property in the form of a tax record or deed, or
5. Management Agreement between Ownership and the Property Management company

By providing this information, the Program is able to provide direct payments to landlords in order to cover past due and forward rent for applicants to the program. Case Managers must make reasonable efforts to elicit cooperation from landlords so that they can receive direct payments and provide stable housing to their tenants.

- The Program acknowledges that some landlords may be unresponsive and/or unwilling to participate in the Program. In these circumstances, the Program does not want to dissuade tenants from applying for assistance. If an eligible application is unable to proceed due to the landlord being unresponsive or noncompliant with a RFI, the Program will process assistance in

the form of a direct payment to the tenant, as allowed under the guidance<sup>5</sup> from the U.S. Treasury for the ERA funds. The maximum the Program will directly pay to tenants, for both arrears and forward rent combined, may not exceed 15 months for ERA1 and no more than 18 months for ERA2 (combined number of months for ERA1 and ERA2 combined).

## Required Documentation from Landlords

Landlords are required to provide the following information:

- **Photo ID:** Landlords must submit a photo ID to validate the ownership of the property. If the property is under a property management agreement, the agreement will suffice for proper documentation.
- **IRS W-9 Form:** Landlords are required to provide a completed IRS Form W-9 so that the Program can process direct payments once the application is approved.
- **Proof of Ownership:** Landlords must submit proof of ownership of the property to receive rental assistance. This can be provided in the form of a tax record or deed.
- **Landlord Certifications and Acknowledgements:** Landlords must sign a Rental Assistance Contract (“RAC”) indicating their acceptance of the Certifications and Acknowledgements, which legally obliges the landlord to comply with the Program’s requirements. This includes that they may not evict for non-payment of rent while receiving rental assistance under the Program, and for 60 days after assistance ends; as well as that they will not require, pressure, or coerce the tenant to provide payments for months for which they receive rental assistance.

If landlords are non-responsive or decline to provide the above documentation, the Case Manager will complete the due diligence and determination process described below.

## Landlord Non-Participation

If the landlord fails to provide required documentation, the Program will conduct the RFI process to elicit participation. During the RFI process, at least three attempts will be made to contact the landlord for missing documents over a period of 5 days and at different times of day. This outreach should be conducted in the following sequence: In all cases of direct payment to tenants, the ownership of rental property by the entity named as the landlord will be verified by Baldwin County’s property appraisal database, as maintained by the Baldwin County Revenue Commissioner.

1. The Program will make reasonable efforts to obtain cooperation of landlords to accept payments from the Program. The preferred method of outreach will be at least three attempts by e-mail or phone over a five calendar-day period. The Case Manager will document each attempt in the application management system.

In some cases, it may be determined that outreach will be made in writing, by mail. In these cases, if the landlord does not respond within seven calendar-days after mailing, the outreach will be considered complete.

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<sup>5</sup> This approach is consistent with FAQ’s # 12 and # 30, as issued by the U.S. Department of Treasury (revised August 25, 2021).

2. The application may proceed for direct payment processing without the waiting period if the landlord confirms in writing that they do not wish to participate in the Program.

If the landlord fails to respond to a missing document request within five calendar days of email or phone outreach or seven calendar days from the mailing of the letter, both the tenant and landlord will be sent an email informing them that the application will proceed as a direct payment to the tenant.

After the landlord has been determined nonresponsive or not willing to participate, the Case Manager will complete their review of the tenant's application and recommend quality control review.

The ERAP Liaison conducting the initial quality control review will make an administrative note as ***“Non-responsive or Non-participating Landlord”*** in the applicant management system, and will recommend a specific payment option. From that stage forward, all future review processes will evaluate the application as being considered for direct payment to the tenant. If the tenant is determined to be eligible for assistance and is approved, payment will proceed as a direct payment to the tenant.

The non-responsive or non-participating landlord designation should not be automatically applied to all tenants residing in units managed by that landlord, unless the landlord communicates in writing that they do not want to participate for any tenants.

## Direct Payments to Tenants

The Program will utilize appropriate due diligence efforts (as outlined herein) to minimize the potential for fraud, waste, and abuse. If there are multiple tenants included on an application, direct payment will be made to the 'Applicant' in the household.

Applicants that are approved for direct payment will be paid via check. The check will be made out directly to the tenant to use for rental payments. Tenants who are provided direct payments will be provided the Direct Payment Form (see [Appendix B.](#)) As indicated in the form, by accepting the check, the tenant certifies that they will only use funds for past due rent payments, late fees and/or other expenses as may be allowed pursuant to section V(B) of the Program Guide.

Tenants must provide documentation that substantiates the amount of past due rent. Documentation may be a ledger/statement, letter, invoice, or email indicating past due amount or notice of eviction. Self-attestation will not be sufficient for payment of arrears rent.

The direct payment can be used to secure new rental housing if the tenant can provide proof of rent obligation, ideally in the form of a new lease.

Any tenant that receives direct payment is responsible for maintaining records and proof of the payment being used to cover rent. If the tenant applies for recertification, they will be required to provide proof of rent payment in order to be eligible for further assistance. Tenants that are identified as having used funds for expenses other than rent payments are not eligible for recertification to receive further assistance and may be subject to repayment of funds to Baldwin County.

## Assistance to Evicted Tenants

In some cases, landlords who are unwilling to participate in the Program may evict the tenants instead of receiving assistance from the State to pay for past due and forward rent. Tenants that are subject to eviction may still be eligible to receive assistance after a copy of the new lease is provided.

## Direct Payment Process

The following steps describe how the case management review, quality control, and payment processes align or divert from the normal Program process if direct payment to the tenant is required.

1. Case Manager reviews the application, working with the tenant to confirm eligibility criteria are met.
2. Case Manager attempts to reach the Landlord using multiple communication methods (RFI, phone call, email, etc.) in order to submit the required documents.
3. Landlord does not respond to multiple, documented outreach attempts OR landlord is reached, but communicates that they do not wish to participate in the program.
4. Case Manager completes review of application and recommends for QC review for direct tenant payment.
  - a. Compliance Technician does approve arrears and forward months of rent as appropriate on the expenditure table.
  - b. Compliance Technician sends the tenant a Direct Payment Form, to sign and date.
5. All applications marked for Direct Payment must be escalated to the ERAP Liaison for approval.
6. The final compliance audit is then conducted by the Compliance Technician and sent to the Baldwin County Grants Coordinator for final approval.
7. Lastly, the Finance Department processes payment and issues a check to the tenant directly.

## Appendix A. Communication Etiquette and Scripts

When interacting with applicants, the Case Managers are expected to remain professional at all times in both their verbal and written language. Respect for the applicants should remain at the forefront of all communication. Remember, many of these applicants are under immense stress and as such, should be approached with empathy and understanding.

Communication should remain prompt without losing accuracy of messaging. In an attempt to reduce a duplication of efforts for both applicants and Case Managers, initial reviews and completeness checks should be as thorough as possible, while keeping in mind the goal is to get money out the door to applicants who qualify.

**Note:** If an applicant, either a tenant or a landlord, is rude, hostile, or extremely resistant to working with the program, the ERAP Liaison should be notified immediately to address and resolve the issue.

Uncooperative Landlord Script
The following scripts are meant to ensure all necessary documents have been submitted and are complete.
Email
Hello [landlord name],  We have received an Emergency Rental Assistance Program application for your tenant, [tenant name]. As your Case Manager, I am currently reviewing your tenant's application to make sure we have the documents and information needed to determine eligibility.  In order to proceed, we need the following documentation: <ul style="list-style-type: none"><li>● <b>Internal Revenue Service (IRS) W-9 Form</b></li><li>● <b>Photo ID</b></li><li>● <b>Landlord Certification:</b> An applicable proof of ownership of the property is required to receive rental assistance.</li><li>● <b>Ledger or Records of past due rent</b></li><li>● <b>Signed Rental Assistance Contract:</b> Contract will be provided to you, after your review, a signed copy will be required.</li></ul>

You may respond to this message and provide additional information or documents. If you have any further questions or would like assistance, please contact our team at 251-239-4360.

Thank you!

[Case Manager name]

### Phone Call

Hello, my name is \_\_\_\_\_ and I am a Case Manager for the Baldwin County U.S. Treasury Emergency Rental Assistance Program.

I am reaching out to you regarding your tenant \_\_\_\_\_, who has applied for assistance through the Program. Our Program is currently processing their application to receive assistance. Are you aware that they applied to the Program?

☐ If **yes**: Proceed with phone script.

☐ If **no**: That's okay, I'm glad we reached out by phone! For your awareness, Baldwin County launched the U.S. Treasury Emergency Rental Assistance Program to provide emergency rental assistance to Baldwin County residents who are at risk of experiencing homelessness or housing instability due to and/or during the COVID-19 pandemic. Your tenant is potentially eligible to receive that assistance, which may cover as much as their rental arrears to date, as well as three months of forward rent, subject to a maximum number of months (15 for ERAP1 and 18 for ERAP2) based on the source of funds.

Answer questions the landlord has and then proceed with the phone script.

In order to move forward, we need four documents from you: your photo ID, W-9 form, proof of ownership to the property, and a tenant ledger or record showing amount of past due rent. Are you able to provide this documentation?

☐ If **yes**: Instruct the applicant to follow directions for uploading required files.

- ☐ If **no**: Confirm that the landlord wishes to participate. If **yes**, walk through documentation options to demonstrate eligibility.

If you have any further questions, feel free to contact a member of our team at 251-239-4360  
Thank you for your time today!

### Voicemail

Hello, my name is \_\_\_\_\_ and I am a Case Manager for Baldwin County's U.S. Treasury Emergency Rental Assistance Program. I am reaching out to you regarding your tenant \_\_\_\_\_. In order for \_\_\_\_\_ to receive payment assistance for their rent, we need your photo ID, a W-9 form, proof of ownership to the property, and a past due notice/rental ledger. If you have any further questions or would like assistance, please contact our team at 251-239-4360. Thank you!

### Case Manager Phone Call with Hostile Applicant

I understand that applying for the Baldwin County ERA program may be frustrating or confusing. Our team is here to help. I will raise your concerns to my supervisor - do you have time to speak with them I can have them give you a call?

(Transfer call to ERAP Liaison)

- ☐ If **yes** and **ERAP Liaison is available**: Thank you for your patience, your application and contact information is being directed to my supervisor.
- ☐ If **no** or **ERAP Liaison is unavailable**: I can have a supervisor give you a call back and someone from the program will be in touch very shortly. What would be the best time and the best number to reach you? Is there anything else I can assist you with before a supervisor calls you?

### ERAP Liaison Phone Call with Hostile Applicant

I understand that applying for the Baldwin County ERA program can be difficult. My team and I are here to help. Assisting me in clarifying this information will help move your application forward. Can you describe your concerns?

Thank you for providing your feedback. Our team will review what you have described, and someone will be in touch in the coming days to resolve the issue. What is the best time and number to reach you?

(End the call.)



## Appendix B: Tenant Acceptance of Funds

**Tenant Name:** \_\_\_\_\_ (**"Tenant"**)  
**Unit Address:** \_\_\_\_\_ (**"Unit"**)  
**Landlord Name:** \_\_\_\_\_ (**"Landlord"**)  
**Applicant ID #:** \_\_\_\_\_

This Form is applicable to the Tenant receiving funds through the **Baldwin County Emergency Rental Assistance Program**, as funded by the United States Department of Treasury (Treasury).

By accepting these funds, I (Tenant)

1. understand that any funds provided will exclusively be used to pay for rent and rent arrears. All payments will be applied to the months as defined by the County when providing funds. Forward rent will only be issued for up to three months at a time. Payments may not be applied to rental arrears accrued prior to April 1, 2020.
2. understand these funds must be repaid by me if any part of the application is later found to be ineligible.
3. understand these funds must be repaid by me if they are used for any other purpose besides that of paying rent.
4. understand that in order to be eligible for future assistance, I must maintain records (canceled checks, receipts, etc.) of the use of these funds to pay rent.

All information that I have provided regarding my eligibility for the United States Treasury Emergency Rental Assistance Program is true and accurate.

**WARNING:** Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Acknowledged by Tenant Applicant:

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date