

**Eviction Prevention Rent Assistance Program
Data Sharing Agreement
Between
King County Department of Community and Human Services
And
*City of Redmond***

Background

In response to the COVID-19 pandemic, federal and state funds have been targeted to provide rental assistance to King County residents at risk of housing instability due to pandemic-related financial loss. Both King County's Department of Community and Human Services (KC DCHS) and the City of Redmond are operating rental assistance programs that include contracts with community-based organizations to support tenants and their landlords through the eligibility determination process.

To ease confusion and burden on Redmond residents interested in registering for both programs, the County has agreed to share tenant data with the City of Redmond. This collaboration will also reduce the risk of duplication of benefits for tenants and their landlord's receiving assistance in King County.

Purpose

The purpose of this Data Sharing Agreement (DSA) between KC DCHS and the City of Redmond (collectively referred to as "The Parties") is to clearly establish defined roles, responsibilities, and expectations as it relates to data sharing between the Parties

Minimum necessary

The Parties will share the minimal viable data elements needed for Redmond residents that did not receive rent assistance through KC EPRAP, so that they may receive rent assistance through the City of Redmond.

Data to be shared

DCHS will provide contact information (Tenant data: FName, LName, Email Address, Phone Number, Preferred Language, and Landlord data: Name, Phone, Email and Address) for the heads of households identified as Redmond residents with the following EPRAP data system statuses:

- Pre-registered tenant pool
- Ineligible with the following denial categories reasons
 - Incomplete Supporting Items
 - Landlord Did Not Agree to Terms & Conditions
 - Landlord Non-Responsive
 - Landlord not Registered
 - Non-Responsive
 - Over Income Limit
 - Tenant has moved

DCHS Obligations:

1. KC DCHS shall provide data to the City of Redmond in a mutually agreed upon data format and secure manner.
2. Immediately communicate any planned changes to the EPRAP program, data system, selection process, or data sharing that may impact the objective of this MOU.

City of Redmond Obligations:

1. The data shared may only be used to determine eligibility and provide rent assistance by the City of Redmond and its contracted Community Based Partners.
2. The City shall process the data provided by the County and begin engaging selected tenants to explain they are now being assisted by the City of Redmond program and are not a client of King County's program and are not eligible to re-enter either programs' tenant selection pools.
3. Immediately communicate any planned changes to the program, data system, selection process, or data sharing that may impact the objective of this MOU.
4. Receive and maintain the data in a secure location that requires access from staff who only require the information as part of their job responsibilities

Indemnification

To the greatest extent allowed by law the City and KC DCHS agree to defend, indemnify and hold harmless each other, their respective officials, agents, and employees from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees) that arise out of or are related to the negligent acts or omissions of the indemnifying party (and its officials, agents, and employees acting within the course and scope of their employment) and in the performance of said party's obligations under this Agreement or the exercise of a party's rights and privileges under this Agreement. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.

The foregoing provisions specifically and expressly intend to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

Standard Terms and Conditions

- A. This MOU is the complete and exclusive statement of agreement between the parties, and it supersedes all prior agreements, oral or written, relating to the subject matter of this MOU.
- B. Neither party shall have the right to assign or transfer any rights or obligations under this MOU without the prior written consent of the other party.
- C. This MOU shall remain in force until revoked in writing by either party with thirty (30) days' advance written notice.
- D. This MOU may be amended or modified only by a written agreement signed and executed by both parties.
- E. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.
- F. Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

City of Redmond

By:

Authorized Signatory Name and Title

Authorized Signatory Signature

Date

Address:

By:

DCHS Authorized Signatory Name and Title

DCHS Authorized Signatory Signature

Date

**Address:
King County
401 Fifth Avenue
Seattle, WA 98104**

