

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Catholic Charities of the Diocese of Monterey

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Provision of unmet needs disaster assistance in the Community of Pajaro

2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ **3,000,000**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from March 15, 2024 to August 15, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See Page 11 (a) for a list of Exhibits

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County

5.0 PERFORMANCE STANDARDS:

- 5.01 ~~CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.~~
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

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~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:

9.01 Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 **NON-DISCRIMINATION:**

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

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13.1 ~~CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.~~

13.2 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Laura Emmons, Emergency Services Manager	Angela Di Novella, Executive Director
Name and Title	Name and Title
1322 Natividad Rd, Salinas, CA 93906	922 Hilby Ave Ste C Seaside, CA 93955
Address	Address
(831) 796-1905	(831) 393-3110
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes

CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer
Date: _____
By: _____
Department Head (if applicable)
Date: _____

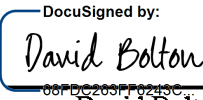
Approved as to Form
County Counsel
Susan K. Blicht, Acting County Counsel

By:  _____
County Counsel
Date: 2/15/2024 | 8:56 AM PST

Approved as to Fiscal Provisions


By: _____
Auditor/Controller
Date: _____

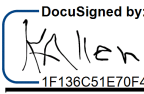
Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By:  _____
David Bolton, Risk Manager
Date: 2/15/2024 | 1:41 PM PST

CONTRACTOR

Catholic Charities of the Diocese of Monterey

Contractor/Business Name *
By:  _____
(Signature of Chair, President, or Vice-President)
Angela Di Novella, Executive Director
Date: 2/14/2024 | 12:38 PM PST
Name and Title

By:  _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Kathy Allen, Finance Director
Date: 2/14/2024 | 11:19 AM PST
Name and Title

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

LIST OF EXHIBITS

**To Agreement by and between
Department of Emergency Management, hereinafter referred to as “COUNTY”
AND
Catholic Charities of the Diocese of Monterey, hereinafter referred to as
“CONTRACTOR”**

EXHIBIT-A: Scope of Services / Payment Provisions 1
EXHIBIT-B: Additional Provisions 11
EXHIBIT-C: Budget 17
EXHIBIT-D: Pajaro Unmet Needs Disaster Assistance Program Overview 18
EXHIBIT E: Reporting Templates 24
EXHIBIT F: Health Insurance Portability & Accountability Act (HIPAA) Certification 25
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EXHIBIT H: Standard Agreement Modifications 32

EXHIBIT A: Scope of Services/Payment Provisions

EXHIBIT-A: Scope of Services / Payment Provisions

A. TOTAL FUNDING: \$3,000,000

B. CONTRACT TERM: March 15, 2024 - August 15, 2025

C. CONTACT INFORMATION:

County Contract Monitor: Monterey County Department of Emergency Management
Laura Emmons, Emergency Services Manager
1322 Natividad Rd, Salinas, CA 93906
Phone: (831) 796-1905
emmonsl@co.monterey.ca.us

Contractor Information: Catholic Charities, Diocese of Monterey
Angela Di Novella, Executive Director
922 Hilby Ave Ste C Seaside, CA 93955
Phone: (831) 393-3110
adinovella@CatholicCharitiesdom.org

D. PURPOSE OF FUNDING

An atmospheric river event brought heavy rain across Monterey County leading to a breach of the Pajaro Levee on March 10, 2023. California Assembly Bill 102 (AB 102) allocated \$20,000,000 to the County of Monterey to support flood relief for the community of Pajaro. This amount is available for assistance to individuals and households, including direct relief to all residents, regardless of documentation and citizenship status. Funding provided shall not be in duplication or replacement of benefits available or received through other existing assistance programs. AB 102 funding distributed to the County of Monterey is administered through the California Governor’s Office of Emergency Services (Cal OES) 2023 Winter Storms Flood Relief Program Grant.

The Pajaro Unmet Needs Disaster Assistance Program is intended to provide unmet needs assistance to households impacted by the March 2023 failure of the Pajaro Levee. Unmet needs assistance will be made available for home repair, personal property loss, vehicle repair/replacement, and housing assistance. Assistance will be considered for households who suffered verified losses related to failure of the Pajaro Levee regardless of citizenship status.

E. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- E.1 CONTRACTOR will co-administer the Pajaro Unmet Needs Disaster Assistance Program, hereinafter referred to as PROGRAM, in coordination with Community Bridges. The Program will provide disaster assistance to eligible households with verified unmet needs, who were impacted by the March 2023 Pajaro Levee Failure. A program overview is included in **Exhibit D** of this Agreement.

EXHIBIT A: Scope of Services/Payment Provisions

- E.2 CONTRACTOR shall administer and maintain the Pajaro Unmet Needs Disaster Assistance Program in compliance with the provisions outlined in California Assembly Bill 102 and the CalOES 2023 Winter Storms Flood Relief Program Grant Request for Assistance (RFA).
- E.3 CONTRACTOR shall ensure that any of the activities under this agreement do not result in a prohibited duplication of benefits (“DOB”) as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.) and as described in Appropriations Acts.
- E.4 CONTRACTOR shall develop a standard process for verification of benefits to ensure that no Duplication of Benefits (DOB) occurs.
- E.5 The CONTRACTOR shall, at a minimum, provide competent and adequately trained personnel with the knowledge, experience, and expertise in FEMA Individual Assistance and Disaster Case Management.
- E.6 CONTRACTOR shall ensure assistance is used to cover only unmet needs for verified disaster losses in Monterey County related to the failure of the Pajaro Levee. **Unmet needs** are defined as the deficit between verified disaster-caused damages and obtainable disaster aid, including insurance assistance, Federal and State assistance, and personal resources.
- E.7 CONTRACTOR shall be responsible for utilizing and maintaining data and tracking of the assistance issued and be responsible for ensuring program recipients appropriately qualify for assistance.
- E.8 CONTRACTOR shall collect client level data or other data relevant to assessing eligibility, verifying disaster losses, and identifying disaster caused unmet needs, ensuring no duplication or replacement of benefits.

F. PAJARO UNMET NEEDS DISASTER ASSISTANCE PROGRAM PHASE 1 ASSISTANCE

- F.1 CONTRACTOR will assist on an as needed basis with distribution of Phase 1 Assistance. The Program co-administrator, Community Bridges has primary responsibility for this phase of assistance.

G. PAJARO UNMET NEEDS DISASTER ASSISTANCE PROGRAM PHASE 2 ASSISTANCE

- G.1 CONTRACTOR shall accept referrals of households for Phase 2 Unmet Needs Assistance from the COUNTY. Once a client is referred, CONTRACTOR shall complete intake appointment for the client and provide Disaster Case Management services.
- G.2 CONTRACTOR shall be responsible for utilizing the household and primary residence definitions to determine eligibility.

EXHIBIT A: Scope of Services/Payment Provisions

- A. **Household:** A “household” can be a person living alone or a group of people living together who share rent, food, and other household expenses together. Members of a household do not need to be related. A person who lives with others, but customarily pays for household expenses separate and apart from others, can be a separate household.
- B. **Primary Residence:** 1) the dwelling where the applicant normally lives during the major portion of the calendar year, or 2) the dwelling that is required because of proximity to employment, including agricultural activities that provide 50 percent of the household’s income. This includes any residence where the applicant lived in the home more than six months of the year, or the applicant lists it as the address of his or her Federal Tax Return, or the applicant files a homestead exemption, or the applicant uses it as a voter registration address.

G.3 CONTRACTOR shall create a centralized and standard system to track all forms and documentation related to each household.

G.4 CONTRACTOR shall route cases down one of two paths:

- A. For cases with unmet needs that total less than twenty thousand dollars (\$20,000) for Personal Property, Housing, and/or Vehicle Assistance. CONTRACTOR will determine and calculate total assistance eligibility using the COUNTY provided eligibility worksheet.
- B. For all cases which include home repair, all cases with total assistance request over twenty thousand dollars (\$20,000), and any cases determined by CONTRACTOR to not fit the pre-approved eligibility criteria but where an unmet flood need exists which the CONTRACTOR deems critical to the client’s recovery and in alignment with the funding’s intent. CONTRACTOR will present the case to the COUNTY established Pajaro Unmet Needs Disaster Assistance Review Committee, hereinafter referred to as “REVIEW COMMITTEE,” for approval. Once the Case has been reviewed and approved the CONTRACTOR will complete the COUNTY provided eligibility worksheet.

G.5 Before providing any assistance under the Pajaro Unmet Needs Disaster Assistance Program CONTRACTOR will verify:

- A. Client resided in the Pajaro Area as of March 10, 2023
- B. Damage occurred to an applicant’s Primary Residence
- C. Client resided in a disaster damaged home and/or owned or leased a disaster damaged vehicle.
- D. For home repair assistance, CONTRACTOR will verify client is the owner of the disaster damaged residence.
- E. Unmet need is directly caused by declared disaster (DR-4699) and impacts are directly related to the March 2023 Pajaro Levee Failure. Financial assistance can only be given if it is determined that the loss or damage sustained is directly related to the disaster and is not a pre-existing condition.

G.6 CONTRACTOR will verify and collect information on all disaster assistance received and the purpose for which the disaster assistance was received in order to ensure no assistance is

EXHIBIT A: Scope of Services/Payment Provisions

provided which results in a prohibited duplication of benefits (“DOB”) as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.). CONTRACTOR will collect information on the following forms of disaster assistance:

- A. Federal Emergency Management Agency (FEMA)
- B. National Flood Insurance Program (NFIP)
- C. Homeowners Insurance or Private Flood Insurance
- D. Small Business Administration (SBA)
- E. Storm Assistance for Immigrants (SAI)
- F. Private Foundations
- G. State Government
- H. Local Government
- I. Nonprofit/Charitable Funding (Red Cross, United Way, local church, etc.)
- J. Any other funding source that may duplicate assistance.

- G.7 In determining the total amount of assistance for which a client is eligible, CONTRACTOR shall ensure all possible duplicative funding sources are included in the final calculation of unmet need and all required documentation is collected.
- G.8 CONTRACTOR will work with the client to ensure the client:
- A. Has applied to all applicable, currently available governmental disaster assistance programs for assistance to meet a necessary expense or serious need.
 - B. Has been determined not qualified for that assistance or demonstrated that the assistance received does not satisfy the total necessary expense or serious need.
 - C. Has not previously received or refused assistance from other means for all or part of the specific necessary expense or serious need for which application is made.
 - D. Understands they must agree to refund to the COUNTY any part of a grant made for which assistance from other means is received, or that is not spent as identified in the grant award document.
- G.9 **Eligibility Determinations for Housing Assistance**
- A. CONTRACTOR will verify and document that the client’s pre-disaster home was affected by flooding and client was permanently displaced or struggled to cover housing costs due to flooding.
 - B. CONTRACTOR will verify client was permanently displaced by the flood or were unable to pay their usual household expenses due to the cumulative impact of being displaced for an extended period of time while repairs were conducted.
 - C. CONTRACTOR will verify all expenses were incurred between March 10, 2023, and May 15, 2023.
 - D. CONTRACTOR will include eligible and verifiable costs, with documented receipts, for costs incurred between March 10, 2023, and May 15, 2023, for the following items when determining amount of assistance client is eligible for:
 - i. Deposit for New Residence
 - ii. First Month’s Rent for New Residence
 - iii. Utility Arrears

EXHIBIT A: Scope of Services/Payment Provisions

iv. Rental/Mortgage Arrears

v. Moving Expenses

- E. CONTRACTOR shall not provide assistance for housing which duplicates assistance provided by any source including but not limited to FEMA Rental Assistance, FEMA Moving Storage Assistance, County Congregate and Non-Congregate Sheltering Assistance, and Non-Profit Housing Assistance.
- F. CONTRACTOR shall calculate total Housing Assistance payment by using the actual costs, based on verified receipts.

G.10 Eligibility Determinations for Personal Property Assistance

- A. CONTRACTOR shall ensure personal property assistance is only for personal property that needs to be repaired or replaced due to disaster damage.
- B. CONTRACTOR shall only provide personal property assistance in alignment with the approved list of personal property items and costs included in the COUNTY provided eligibility worksheet.
- C. For any requests for personal property reimbursement, CONTRACTOR will verify and collect receipts for eligible purchases which occurred after March 10, 2023.
- D. CONTRACTOR shall not provide assistance for housing which duplicates assistance provided by any source including but not limited to FEMA Personal Property Assistance and donated personal property items.
- E. CONTRACTOR shall calculate total Personal Property assistance using a fixed cost, in which each item would be associated with a specific cost.

G.11 Payments and Categorical Maximums- Personal Property and Housing Assistance- Housing Assistance and Personal Property has a combined maximum assistance total of \$15,000 per household. The COUNTY will provide a worksheet for determining amount of assistance eligible.

G.12 Eligibly Determinations for Vehicle Repair/Replacement Assistance

- A. CONTRACTOR shall verify vehicle was damaged or destroyed by the failure of the Pajaro Levee and shall collect proof of flood damage (photos, official reports, etc.) and description of repairs needed or total loss information.
- B. CONTRACTOR shall verify vehicle is owned or leased by the client.
- C. CONTRACTOR shall verify vehicle was registered as of March 10, 2023
- D. CONTRACTOR shall not provide assistance for vehicle repair/replacement which duplicates assistance provided by any source, including but not limited to automobile insurance and FEMA Transportation Assistance.
- E. CONTRACTOR shall determine total vehicle Offset payment which will be calculated using the actual costs of repair or the Trade-in-Value based on Kelly Blue Book's fair condition with standard equipment.
- F. CONTRACTOR shall limit vehicle assistance to a maximum of one (1) vehicle per household. If the CONTRACTOR determines additional vehicle assistance is required, the case may be considered by the REVIEW COMMITTEE.
- G. The COUNTY will provide a worksheet for determining amount of assistance eligible.

EXHIBIT A: Scope of Services/Payment Provisions

G.13 Home Repair Considerations

- A. CONTRACTOR shall ensure client requesting home repair assistance is the owner of the disaster damaged residence and that it is their primary residence.
- B. CONTRACTOR shall ensure all repairs included in a repair assistance claim are related to damage caused by flood impacts.
- C. CONTRACTOR shall ensure client is aware that repairs cannot be made to return construction to non-permitted or unsafe conditions and will work with the COUNTY to ensure repair assistance claims are reviewed by Monterey County Housing and Community Development permit compliance.
- D. CONTRACTOR will collect and verify documentation including but not limited to:
 - i. Proof of home ownership
 - ii. Proof of flood damage (photos, official reports, etc.).
 - iii. Description of repairs needed, including measurements of flood damaged areas/fixtures.
 - iv. Information pertaining to repairs already completed, such as: Building permits; Receipts for materials and/or labor; Contractor information; Photos of completed work.
 - v. Homeowners/ Flood Insurance Information: Scope/Summary of Loss, Insurance Claim or Settlement Documentation or Insurance Adjusters Estimate/Summary of Loss/Declarations Page.

G.14 Home Repair/ Complex Case Approval: CONTRACTOR will present to the REVIEW COMMITTEE for approval all cases which include home repair, all cases with total assistance request over \$20,000, any cases determined by CONTRACTOR to not fit the pre-approved eligibility criteria but where an unmet flood need exists which the CONTRACTOR deems critical to the client's recovery and is in alignment with the funding's intent, and/or all cases involving appeals.

- A. The REVIEW COMMITTEE will be managed by the Monterey County Department of Emergency Management and may include members from other County Departments.
- B. A Representative from the Housing and Community Development Department will review all cases that include construction work for permit compliance.
- C. The CONTRACTOR shall triage and prioritize cases in order to ensure all cases are reviewed in a timely manner.
- D. CONTRACTOR shall provide a case summary in the Unmet Needs Presentation Tool format, which will be provided by the COUNTY, for each case presented to the REVIEW COMMITTEE one (1) week ahead of each meeting.
- E. The final decision on eligibility of both the household and type of assistance per household for the cases presented will rest with the REVIEW COMMITTEE. Disaster Case Managers may present their case to the REVIEW COMMITTEE and advocate for their client.

G.15 Once a case is approved or determined eligible for assistance by either the CONTRACTOR or the COUNTY, the CONTRACTOR will inform the client and have them sign the COUNTY provided Phase 2 Receiving Assistance Attestation Form.

EXHIBIT A: Scope of Services/Payment Provisions

- G.16 The CONTRACTOR will work with the eligible/approved client to administer the funding to meet the identified unmet need.
- A. Evacuation Food Spoilage Assistance shall be administered to the client by gift card.
 - B. Personal Property Assistance shall be administered to the client by pre-paid debit card.
 - C. For Housing Assistance, arrears shall be paid directly to the vendor who is owed. For all other Housing Assistance CONTRACTOR will determine the disbursement method in compliance with federal, state, and local laws and regulations.
 - D. All other forms of assistance shall go to billed invoices, whether for materials or services, but cannot be disbursed directly to case client or immediate family of the client, (even when or if, the property owner is acting as a contractor for their respective recovery project); nor can funds be disbursed to case client as reimbursement for monies previously spent by client. There will be no cash transactions.
 - E. CONTRACTOR may request an exception from the REVIEW COMMITTEE.
- G.17 If any client is denied assistance by either the CONTRACTOR or the COUNTY, the CONTRACTOR will provide a clear reason for denial. The CONTRACTOR will share this information with the client in writing and inform them of their appeal rights. If applicant wishes to appeal the decision, the Applicant must submit a letter to the CONTRACTOR outlining their appeal, within 60 days of the date of their denial letter. The CONTRACTOR will present the appeal to the REVIEW COMMITTEE.
- G.18 Once the approved funding has been distributed, CONTRACTOR will close out the case and ensure all required documentation is included in the final case file as outlined in the County provided eligibility worksheet. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have been spent in alignment with this Agreement and the requirements set forth in AB 102. CONTRACTOR shall keep all records for a minimum of seven (7) years from the date of Agreement termination.

H. Reporting Instructions and Deliverables

- H.1 CONTRACTOR shall submit monthly reports and have monthly check-in meetings with the COUNTY describing the services performed.
- H.2 CONTRACTOR shall submit semi-annual report to the County in accordance with the schedule outlined below. Reports shall include comprehensive data describing services performed.

Reporting Period	CONTRACTOR Semi-Annual Report Due to COUNTY
January 1, 2024 – June 30, 2024	July 15, 2024
July 1, 2024 – December 31, 2024	January 15, 2024
January 1, 2025 – June 30, 2025	July 15, 2025

- H.3 CONTRACTOR shall submit a final report at the termination of this Agreement, which summarize assistance received by each household.

EXHIBIT A: Scope of Services/Payment Provisions

- H.4 Reporting Templates are included in **Exhibit E**.
- H.5 All written reports required under this Agreement must be delivered to electronically to Laura Emmons, Emergency Services Manager, as outlined in Section C of this Exhibit, in accordance with the schedule above.
- H.6 For all payments issued, CONTRACTOR shall collect and maintain detailed documentation verifying damages and verifying that the receiving household is not receiving assistance that duplicates or replaces benefits from any existing disaster assistance program. The COUNTY reserves the right to access these records for the purposes of ensuring that there is no duplication of benefits.

I. PAYMENT PROVISIONS

- I.1 The maximum amount payable by COUNTY to the CONTRACTOR shall not exceed \$3,000,000.
- I.2 This Contract will be executed in support of the greater Pajaro Unmet Needs Disaster Assistance Program and will be co-administered by Community Bridges. The COUNTY reserves the right to modify payment distributions amongst CONTRACTOR and Catholic Charities of the Diocese of Monterey up to, but not exceeding, the aggregate Program amount of \$6,000,000. If it is determined by COUNTY that additional funds are needed above the aggregate total of \$6,000,000, the COUNTY shall amend this Agreement with approval of the Board of Supervisors.
- I.3 Modifications to compensation may be amended up to the total aggregate amount of \$6,000,000 between parties. If there is a need to amend the compensation amount under the terms of this agreement, CONTRACTOR must submit such request to the COUNTY in writing and must include supporting evidence for the request, such as detailed current expenditures and projected expenditures. No amendments of this Agreement shall exceed the aggregate Program amount of \$6,000,000 without approval of the Board of Supervisors.
- I.4 Initial payment of **\$750,000** shall be paid upon execution of the Agreement which will be offset by **\$150,000** over the last five (5) monthly invoices of the Agreement; OR when thirty percent (30%) of the contract balance remains, whichever comes first. The initial payment will not have a certified invoice but is agreed upon now, in this Agreement, for the following work: In order to have available funding to expedite payment of disaster assistance claims to eligible recipients.
- I.5 Except for the initial payment, CONTRACTOR shall, at minimum, submit original signed monthly invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed. Invoices may be submitted more frequently as necessary or as agreed upon by the COUNTY and the CONTRACTOR. The COUNTY shall certify the invoice, either in the requested amount or in such other amount as the COUNTY approves in conformity with this Agreement and shall promptly submit such invoice to the COUNTY Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the invoice.

EXHIBIT A: Scope of Services/Payment Provisions

- I.6 **Program Administrative Costs** will be limited to the maximum amount allowable under the grant (10%). Administrative costs will be paid upon total dollar amount distributed.
- I.7 **Final Invoice:** The final invoice will be due no later than August 1, 2025, as the Pajaro Unmet Needs Disaster Assistance Program will run through August 1, 2025, or at such time the funds are exhausted, whichever comes first. CONTRACTOR'S final month invoice is due, and must be received by COUNTY, no later than close of business on August 1st. If the Final Invoice is not received by COUNTY by close of business on August 1st. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR'S final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.
- I.8 All original invoices will be submitted electronically to the County Contract Manager, Laura Emmons, as outlined in Section C of this Exhibit, and to Department of Emergency Management Finance Manager, Bonnie Perez at PerezB@co.monterey.ca.us
- I.9 **Allowable Costs:** Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising, and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.
- I.10 **Cost Control:** CONTRACTOR shall not exceed by more than twenty (20) percent any expense line-item amount in the designated budget (**Exhibit C**) without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget to the COUNTY with its request for such approval, and such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item will require corresponding decreases in other line items.
- I.11 **Payment in Full:**
- A. If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY'S recovery of overpayments.
 - B. If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR'S receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR. If a payment dispute occurs, COUNTY and CONTRACTOR shall promptly meet to review the dispute and

EXHIBIT A: Scope of Services/Payment Provisions

endeavor to resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met in person and attempted to resolve the dispute.

- I.12 **Return of Unused or Improperly Used Funds:** Upon the expiration or earlier termination of this AGREEMENT, if there are any funds paid by COUNTY to CONTRACTOR that have not been used or are not committed for a specific use, such funds shall be returned to COUNTY. In addition, to the extent CONTRACTOR has used funding for purposes not specifically intended by this AGREEMENT, and not otherwise specifically approved by the COUNTY in writing in advance of such use, CONTRACTOR shall refund such amounts to COUNTY.
- I.13 **Disallowed Costs:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
- I.14 **Agreement Modifications:** The Contract Manager may approve modifications to the scope of services as deemed necessary in accordance with the requirements of this Agreement. COUNTY may extend the term of this Agreement if deemed necessary for proper execution of this Agreement.

EXHIBIT B: Additional Provisions

EXHIBIT-B: Additional Provisions

A. PERFORMANCE STANDARDS & COMPLIANCE

- A.1 **Outcome objectives and performance standards:** CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in this Exhibit. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in this Exhibit, unless prevented from doing so by circumstances beyond CONTRACTOR'S control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.
- A.2 **County monitoring of services:** COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.
- A.3 Upon request by the COUNTY, CONTRACTOR will provide periodic progress reports throughout the duration of this agreement. The determination of whether performance meets standard is at the sole judgment of the COUNTY. COUNTY will review these periodic progress reports and perform other monitoring tasks at its discretion. This may include making site visits and reviewing related records, which contractor shall make readily available upon request.
- A.4 COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement. In the event COUNTY determines CONTRACTOR is not meeting its expectations as expressed above, in whole or in part, COUNTY reserves the right to determine the appropriate remedies. These remedies may include, but are not limited to, requiring a corrective action plan, disallowing costs, changing the compensation schedule, reducing future allocations and/or terminating the Agreement.
- A.5 **Notice of defective performance:** COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR'S performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed, and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY'S written notice to CONTRACTOR.
- A.6 **Termination for cause:** If the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.
- A.7 **Remedies for Inadequate Service Levels:**
- A. For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

EXHIBIT B: Additional Provisions

- B. If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
 - C. If, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
 - D. If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.
- A.8 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace.
 - ii. the organization's policy of maintaining a drug-free workplace.
 - iii. any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. the penalties that may be imposed upon employees for drug abuse violations.
 - v. requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.
- A.9 **Training for Staff:** CONTRACTOR shall ensure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.
- A.10 **Bi-lingual Services:** CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient individuals.
- A.11 Clean Air Act
- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - B. The CONTRACTOR agrees to report each violation to the COUNTY and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

EXHIBIT B: Additional Provisions

A.12 Federal Water Pollution Control Act

- A. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The CONTRACTOR agrees to report each violation to the COUNTY and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

A.13 Energy Policy and Conservation Act

- A. The Contractor must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

B. CONFIDENTIALITY

- B.1 Each party may have access to confidential information made available by the other. The provisions of the California Public Records Act and other applicable state and federal laws will govern disclosure of any confidential information received by the COUNTY. The CONTRACTOR must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Agreement.
- B.2 The CONTRACTOR agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
- B.3 Confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless required by law. The COUNTY, through the Director of the Department of Emergency Management, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

C. NON-DISCRIMINATION

- C.1 CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.
- C.2 **Discrimination Defined:** The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an

EXHIBIT B: Additional Provisions

individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

- C.3 Application of Monterey County Code Chapter 2.80:** The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents and shall provide a copy of such procedures to COUNTY on demand by COUNTY.
- C.4 Compliance with Laws:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations which prohibit discrimination, including but not limited to the following:
- A. California Fair Employment and Housing Act, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission).
 - B. California Government Code Secs. 11135 - 11139.5, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections, including Title 22 California Code of Regulations 98000-98413.
 - C. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80).
 - D. The Rehabilitation Act of 1973, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto.
 - E. 7 Code of Federal Regulations (CFR), Part 15 and 28 CFR Part 42.
 - F. Title II of the Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191).
 - G. Unruh Civil Rights Act, Calif. Civil Code Sec. 51 et seq., as amended.
 - H. Monterey COUNTY Code, Chap. 2.80.
 - I. Age Discrimination in Employment Act 1975, as amended (ADEA), 29 U.S.C. Secs 621 et seq.
 - J. Equal Pay Act of 1963, 29 U.S.C. Sec. 206(d).
 - K. California Equal Pay Act, Labor Code Sec.1197.5.
 - L. California Government Code Section 4450.
 - M. The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.
 - N. The Food Stamp Act of 1977, as amended and in particular Section 272.6.
 - O. California Code of Regulations, Title 24, Section 3105A(e)
 - P. Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808

EXHIBIT B: Additional Provisions

- C.5 **Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.
- C.6 **Written non-discrimination policy:** Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.
- C.7 **Access to records by government agencies:** CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

D. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- D.1 CONTRACTOR shall first discuss the problem informally with the designated Department of Emergency Management (DEM) Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DEM Contact/Program Analyst, submit a written complaint, together with any evidence, to the DEM Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR'S position, and the remedy sought. The DEM Director shall, within fifteen (15) working days after receipt of CONTRACTOR'S written complaint, make a determination on the dispute, and issue a written decision and reasons, therefore. Should CONTRACTOR disagree with the decision of the DEM Director, CONTRACTOR may appeal the decision to the Assistant County Administrative Officer (CAO).
- D.2 CONTRACTOR'S appeal of the DEM Director's decision must be submitted to the County Administrative Office within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Assistant CAO, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Assistant CAO shall issue a final written decision within fifteen (15) working days of such meeting.

EXHIBIT B: Additional Provisions

- D.3 CONTRACTOR may appeal the final decision of the Assistant CAO in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- D.4 CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- D.5 Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

EXHIBIT C: Budget**EXHIBIT-C: Budget**

Budgeted Item	Budget
Disaster Unmet Needs Assistance (Housing, Personal Property, Vehicle, and Home Repair)	\$2,700,000
Program Administrative Costs (10%)	\$300,000
Total	\$3,000,000

Budget Narrative

Expense Category	Line Item Narrative
Disaster Unmet Needs Assistance (Housing, Personal Property, Vehicle, and Home Repair)	Disaster unmet needs assistance for eligible households to assist with the deficit between verified disaster-caused damages and obtainable disaster aid. Assistance is for verified losses related to the breach of the Pajaro Levee in the categories of home repair, personal property loss, vehicle repair/replacement, and housing assistance.
Program Administrative Costs (10%)	Administrative and program operating costs related to the scope of work set forth in this Agreement

EXHIBIT D: Pajaro Unmet Needs Disaster Assistance Program Overview**EXHIBIT-D: Pajaro Unmet Needs Disaster Assistance Program Overview**

On March 10, 2023, the unincorporated community of Pajaro experienced major flood damage that impacted households, businesses, local infrastructure, and personal property. In response to this impact, the State of California allocated funds to the 2023 Winter Storms Flood Relief Program for community storm recovery assistance. The Pajaro Unmet Needs Disaster Assistance Program is intended to provide unmet needs assistance to households impacted by the March 2023 failure of the Pajaro Levee. Assistance will be considered for households that suffered verified losses related to failure of the Pajaro Levee regardless of citizenship status.

This assistance is intended to mitigate and address remaining unmet flood needs that have not been met by other sources of available flood assistance. A disaster caused “Unmet Need” is the deficit between verified disaster-caused damages and obtainable disaster aid, including insurance, Federal, State, County, and non-profit assistance. In order to prevent duplication of benefits, which is not allowable under FEMA and this funding allocation, households must disclose assistance already received for flood-related expenses or attest that they have not received any services. Sources of duplicative assistance include but are not limited to:

- Federal Emergency Management Agency (FEMA) Assistance
- Insurance Compensation (Homeowners, Flood, Renters, and Vehicle insurance compensation)
- Non-Profit Assistance, Gift Cards, Cash, Donated goods/items or services
- State Assistance, including CalFresh Disaster Assistance, Storm Assistance for Immigrants, and Disaster Unemployment Assistance
- County and Local Assistance and Social Services Programs

Households affected by the Pajaro flood event, whose primary residence was in Pajaro as of March 10, 2023, are eligible to apply for assistance.

- A *household* can be a person living alone or a group of people living together who share rent, food, and other household expenses together. Members of a household do not need to be related. A person who lives with others, but customarily pays for household expenses separate and apart from others, can be a separate household.
- *Primary Residence* is defined as 1) the dwelling where the applicant normally lives during the major portion of the calendar year, or 2) the dwelling that is required because of proximity to employment, including agricultural activities that provide 50 percent of the household’s income. This includes any residence where the applicant lived in the home more than six months of the year, or the applicant lists it as the address of his or her Federal Tax Return, or the applicant files a homestead exemption, or the applicant uses it as a voter registration address.

Application Process

Households must submit an application in order to be eligible for funding. A single application process will be completed for all types of assistance offered under this funding. Applications will only be accepted in person and must include required supporting documentation. Support will be onsite to help complete intake applications and coordinate needed follow-up appointments. Once the initial application is received, case processors will review the application for any missing verifications. If needed, a follow-up appointment will be scheduled to collect additional information and needed documentation.

Households are eligible to receive funds under multiple assistance categories if they provide verification of eligibility. Those determined eligible for Phase 1 Assistance will receive that assistance once their initial application has been processed. Those who may be eligible for Phase 2 Assistance will be referred to Disaster Case Management and will complete additional requirements at that time. Disaster Case Managers will check

EXHIBIT D: Pajaro Unmet Needs Disaster Assistance Program Overview

for benefits received from FEMA and other assistance programs in order to ensure no duplication of benefits. Households will be responsible to report any change in their FEMA status or any additional assistance received for items being requested through this funding source that they receive from insurance claims, local non-profits, or any other source. Change in status and/or receipt of additional assistance from other organizations may result in forfeiture or repayment of funds received under this program.

Phase 1 Assistance: Evacuation Food Spoilage

All households who were living in Pajaro on March 10, 2023, and were subject to an Evacuation Order between March 10 and March 23, 2023, may be eligible for Evacuation Food Spoilage Assistance. Eligible households can receive \$200-\$600 to replace lost food items. Eligible assistance amount will be based on household size.

Phase 2 Assistance: Flood Damages

All other categories of assistance will require verification of flood damages. Phase 2 Unmet Needs Assistance will be made available for households who suffered flood damages in the following categories: home repair, personal property loss, vehicle repair/replacement, and housing assistance. Initial verification for eligibility will be based on the residence location. The list of flooded streets includes:

- Salinas Road
- Railroad Avenue
- Fremont Street
- Associated Lane
- Jonathan Street
- San Juan Road
- Bishop Street
- Cayetano Street
- Florence Avenue
- Stender Avenue
- Trafton Road
- Ingram Court
- Porter Drive
- Hudson Landing Road
- Kents Court
- Brooklyn Street
- Alison Lane
- Lewis Road

Not all homes on these streets were within the flooded area, however, each street had at least one (1) home identified within the flood zone. Homes not on these streets but with verifiable flood damages will be considered on a case-by-case basis. Eligible applicants will be referred to Disaster Case Management for more in-depth Phase 2 eligibility assessments. The total possible eligible grant amount per household will be based on verified financial need of the household and eligible expenses incurred.

Housing Assistance

Households may be eligible to receive assistance with housing costs that were accrued as a direct result of being permanently displaced by the flood or if they were unable to pay their usual household expenses due to the cumulative impact of being displaced for an extended period of time while repairs were conducted. Housing Assistance is only available for reimbursement for costs associated with moving to a new residence if the household was permanently displaced due to flooding or for arrears due to physical flood impacts. Costs must be actual and based on verified receipts between March 10 and May 15, 2023. If the client participated in the County's Non-Congregate Shelter Program, they are not eligible to receive housing assistance.

- *Rent or Mortgage/ Utility Bill Arrears Assistance:* Arrears assistance may be provided for households which have accrued arrears to their rent, mortgage, or utility bills of their primary residence due to financial hardships directly related to the flood. Assistance for housing expenses (rental/mortgage arrears and utility arrears) will only be available for expenses incurred from March 10 and May 15, 2023. Expenses for these items incurred prior to March 10, 2023, or after May 15, 2023, will not be eligible for reimbursement. Payments for arrears will be issued to the entity to which they are owed.
- *Moving Expenses:* Reimbursement may be provided for households that incurred out-of-pocket moving expenses to relocate from their affected home in Pajaro to a new location. Expenses may include moving

EXHIBIT D: Pajaro Unmet Needs Disaster Assistance Program Overview

fees such as renting a moving vehicle, payment for storage facilities to temporarily remove their belongings from an impacted area, or other related expenses.

- *Expenses to Acquire a New Residence:* Assistance may be provided for households that have relocated to a new residence due to damage to their primary residence making the home unoccupiable. Assistance may be provided to cover a deposit and first month's rent for a new residence.

Only expenses which have not already been reimbursed through another program are eligible for payment. These programs could include, but are not limited to, FEMA assistance, insurance claims, local non-profits, and state or county disaster assistance and eligibility programs. Households are eligible to receive funds under multiple Housing Assistance categories if they provide verification of eligibility. The total amount paid to an eligible household will not exceed:

- Actual amount of past due rent, mortgage, and/or utility expense; or
- Actual amount paid for moving expenses; or
- Actual amount of deposit and first month's rent for a new residence; or
- Maximum amount payable to a household for combined Housing Assistance and Personal Property. Under no circumstances will the total amount paid to the household for combined Housing Assistance and Personal Property Payments exceed \$15,000.

Personal Property

Households may qualify for reimbursement of personal property damaged or lost due to the Pajaro flood. Personal Property will be calculated using a fixed cost, in which each item will be associated with a specific cost. Examples of personal property that may be reimbursable include, but are not limited to:

Household Items and Furniture*1 Per Household*

- Sofa
- Coffee Table
- Armchair
- Small Side Table
- Kitchen Table & Chairs
- Fridge
- Dishwasher
- Stove/Oven
- Microwave
- Kitchenware
- Washer/Dryer
- Storage Shed

Bedroom Items and Furniture*1 Per Occupied Bedroom*

- Mattress and Bed Frame
 - Single Bed and Mattress
 - Full Size Bed and Mattress
 - Queen Size Bed and Mattress
 - King Size Bed and Mattress
 - Bunk Bed and Single Mattress
 - Crib & Mattress
- Bedding Set
- Nightstand
- Dresser

Other Items*Per Eligible Person Allowance*

- Bicycle
- Clothing & Shoes
- Accessibility Items
- Tools of the Trade

In order to qualify for assistance with personal property items, the household must be able to verify that the item was damaged or destroyed resulting from the Pajaro flood. Verification could include, but is not limited to:

- Letter from insurance company itemizing items lost or damaged

EXHIBIT D: Pajaro Unmet Needs Disaster Assistance Program Overview

- FEMA letter listing items lost or damaged
- Photographic evidence which verifies loss

The household must also provide proof that the damaged or destroyed items have not already been reimbursed by another form of disaster assistance including, but not limited to, insurance reimbursements, local non-profit donations, County eligibility program, FEMA, and Storm Assistance for Immigrants. The total amount paid to an eligible household for each personal property item will not exceed:

- Maximum allowable cost per eligible item; or
- Maximum amount payable to a household for combined Housing Assistance and Personal Property: Under no circumstances will the total amount paid to the household for combined Housing Assistance and Personal Property Payments exceed \$15,000.

Vehicle Repair/ Replacement

Vehicle Repair/Replacement Assistance is available for those who resided in Pajaro in March 2023 and whose vehicle was damaged or destroyed due to flooding in Pajaro. In order to be eligible, households must provide proof that the vehicle suffered damage directly related to the Pajaro flood. The vehicle must have been registered in March 2023.

Households may be eligible to receive assistance with vehicle repairs or replacement for a salvaged vehicle that was damaged or destroyed as a result of the Pajaro flood. In order to qualify, households must be able to verify that the vehicle was:

- Damaged or destroyed resulting from the Pajaro flood
 - Statement from insurance company
 - Verifiable bill, estimate, or receipt from a vehicle repair company which confirms damage was caused by the disaster
 - Photographic evidence which verifies loss
- Owned or leased by a member of the household
 - Vehicles belonging to someone outside of the household do not qualify.
 - Verification may include, but is not limited to:
 - Lease agreement
 - Registration paperwork
 - Purchase agreement
 - Certificate of Title
- Proof of valid registration of as March 10, 2023
- Insurance Information: Insurance Claim or Settlement Documentation, if applicable
- A qualifying vehicle type including, but not limited to, cars, vans, trucks, and sport utility vehicles

Households are eligible for repair or replacement of one (1) vehicle per household. If the household has already received assistance for their primary vehicle but own a second vehicle that is required for the household's daily circumstances, they may apply for assistance for the second vehicle provided it meets all other eligibility requirements. Under no circumstances will this funding reimburse for more than two (2) vehicles per household.

Households must also provide proof that the vehicle damages have not already been reimbursed by another form of disaster assistance including, but not limited to, insurance reimbursements, FEMA assistance, Disaster Unemployment Assistance, Storm Assistance for Immigrants, and any local resources. If the vehicle expenses exceeded the amount of other assistance provided, households can apply for the remaining portion to meet the

EXHIBIT D: Pajaro Unmet Needs Disaster Assistance Program Overview

unmet need but must verify the amount previously received. The total amount paid to an eligible household will not exceed the lesser of:

- Total amount of damages to approved vehicle; or
- Total amount of costs to repair damage to approved vehicle; or
- Total verified value of the destroyed vehicle, as determined using Trade-in-Value. Vehicles will be valued using Kelly Blue Book's fair condition with standard equipment

Home Repair Assistance

Home repair and construction assistance is only for repairs that address impacts from flooding. Repairs must be made to the owner-occupied primary residence. Repairs cannot be made to return to non-permitted or unsafe conditions. Repair and rebuilding assistance also may include Debris Removal; Costs related to permit requirements; and Repairs related to flood damage beyond explicit health and safety repairs.

Applications for repair funding may need additional information. Such information may include:

- Proof of home ownership
- Proof of flood damage (photos, official reports, etc.)
- Description of repairs needed, including measurements of flood damaged areas/fixtures
- Information pertaining to repairs already completed, such as: Building permits; Receipts for materials and/or labor; Contractor information; Photos of completed work
- Homeowners/ Flood Insurance Information

Repair Assistance must be approved by the Review Committee and assessed by Monterey County Housing and Community Development to determine all repairs comply with building codes.

Verification Overview

Households wishing to apply for **all assistance** will be required to provide verification of:

- Proof of Identity, Photo ID, even if expired. Examples may include:
 - Passport
 - Driver's license or government issued ID card
 - Consulate ID card
 - Permanent Resident Card or Alien Registration Receipt Card
 - Employment Authorization Document that contains a photograph
 - School ID card
 - Voter Registration Card
 - Military card
 - Native American tribal document
 - Other document which shows a photo ID of the individual applying
- Pajaro Resident as of March 10, 2023: Verification provided will need to include the name of the individual applying, a valid Pajaro address, and be valid on March 10, 2023. Examples may include:
 - Current lease agreement
 - Other rental agreement
 - Written affidavit from landlord
 - Mortgage paperwork such as a current mortgage statement or tax assessor's statement
 - Utility bills or other mail
 - Affidavit from roommate attesting to a shared housing situation

EXHIBIT D: Pajaro Unmet Needs Disaster Assistance Program Overview

Households wishing to apply for **Phase 2 Assistance** will be required to provide verification of:

Financial Need or Impact Related to the Pajaro Flood:

- Proof of rental or mortgage arrears owed
 - Letter from landlord or mortgage company showing amount past due
 - Three (3) day pay or quit notice or other notice of non-payment of rent or mortgage
 - Affidavit from roommate attesting to household's portion of rent or mortgage that is past due
- Utility bill(s) showing amount past due
 - Utilities covered will include water, sewer, garbage, electricity, gas and phone
 - Bill must show address at primary residence in Pajaro and must be in the name of one of the members of the household
- Verification of moving or storage fees to move to a new primary residence incurred on or after March 10, 2023, if permanently displaced due to disaster
 - Storage contract and/or invoice including name of individual from household who paid for expense
 - Other verification related to expense
- Verification of deposit and first month's rent to move to a new primary residence due to uninhabitability of prior residence
 - Lease agreement which names the household as the lessee and indicating amount of deposit and first/last month rent needed to secure residence
 - Letter from landlord indicating amount of deposit and first month's rent needed to secure residence
 - Receipt(s) showing payment of deposit, first, and/or last month's rent
- Proof of vehicle damage or loss
 - Letter from insurance company, vehicle repair shop, or lender
 - Photographic evidence which verifies loss
 - Vehicle Identification Number to identify vehicle being reimbursed or replaced
 - Proof of vehicle registration status as of March 10, 2023
- Proof of loss or damage to personal property items
 - Letter from insurance company itemizing items lost or damaged
 - FEMA letter listing items lost or damaged
 - Photographic evidence which verifies loss
 - Affidavit attesting to loss or damage
- Proof of Home Repair Need
 - Proof of home ownership
 - Proof of flood damage (photos, official reports, etc.)
 - Contractor estimate of repairs needed
 - Homeowners/ Flood Insurance Information

Duplication of Benefits

- Applicants will be asked to share information on disaster assistance received to date.
- Applicant must provide documentation for all related assistance and benefits received. Sources of duplicative assistance include but are not limited to:
 - Federal Emergency Management Agency (FEMA) Assistance
 - Insurance Compensation (Homeowners, Flood, Renters, and Vehicle insurance compensation)
 - Non-Profit Assistance, Gift Cards, Cash, Donated goods/items or services
 - State Assistance, including CalFresh Disaster Assistance, Storm Assistance for Immigrants, and Disaster Unemployment Assistance
 - County and Local Assistance and Social Services Program

EXHIBIT E: Reporting Templates**EXHIBIT E: Reporting Templates****Monthly Report**

Households Served		
Pajaro Unmet Needs Disaster Assistance Program: Number of Households in Disaster Case Management		
Pending/Waitlisted Cases:		
Active Cases:		
Closed Cases (Assistance Distributed):		
Denied Cases:		
<i>Total Households Served:</i>		
Assistance Distributed		
Assistance Type	Amount (\$)	# of Households Receiving Assistance
Housing Assistance		
Personal Property Assistance		
Vehicle Repair/ Replacement Assistance		
Home Repair Assistance		
Total		

Assistance Distributed Report

A summary report of assistance received by each household shall be conveyed electronically via excel at the end of this Agreement, which summarize assistance received by each household.

Client ID		
Primary Applicant Name		
Disaster Affected Address		
Assistance Received (\$)	Housing Assistance	
	Personal Property Assistance	
	Vehicle Repair/ Replacement Assistance	
	Home Repair Assistance	
	Total (\$)	

EXHIBIT F: Health Insurance Portability & Accountability Act (HIPAA) Certification

EXHIBIT F: Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

A. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

EXHIBIT F: Health Insurance Portability & Accountability Act (HIPAA) Certification

B. CONFIDENTIALITY REQUIREMENTS

- B.1 CONTRACTOR agrees to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY.
- B.2 CONTRACTOR agrees at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.
- B.3 CONTRACTOR agrees to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- B.4 Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- A. If necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - i. The disclosure is required by law; or
 - ii. CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
 - B. For data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

EXHIBIT F: Health Insurance Portability & Accountability Act (HIPAA) Certification

B.5 CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

C. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

D. MISCELLANEOUS


Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

EXHIBIT F: Health Insurance Portability & Accountability Act (HIPAA) Certification

CONTRACTOR: Catholic Charities of the Diocese of Monterey

Signed: 
 DocuSigned by:
Angela Di Novella
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Title: Executive Director

Date: 2/14/2024 | 12:38 PM PST

EXHIBIT G: Audit & Recovery of Overpayments Requirements

EXHIBIT G: Audit & Recovery of Overpayments Requirements

A. CPA Audit on Termination

A.1 Audit Requirement:

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within CONTRACTOR's audits.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance. If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

A.2 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

A.3 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

A.4 All Audits must include the following information within their audit:

A. A separate schedule listing programs and funding

B. All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

EXHIBIT G: Audit & Recovery of Overpayments Requirements

A.5 Payment for Audit

- A. CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred, and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.
- B. If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes.
- C. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

B. Contractor Records

- B.1 CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least seven (7) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last.
- B.2 If an audit, investigation, review, litigation, or any other action occurs during the seven-year retention period, CONTRACTOR must retain the records and source documentation until the resolution of such process, or until the end of the seven-year period, whichever is longer.
- B.3 If CONTRACTOR's records are retained in a database system, it must cover the entire agreement term of the agreement and be retrievable.
- B.4 All records and documents must be adequately protected from fire, theft, cyber-crime, or other possible damage or loss. When stored away from the CONTRACTOR's principal office, an index of the record's location must be maintained and ready access to files must be ensured. CONTRACTOR is encouraged to keep electronic copies of all related files.
- B.5 Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement.
- B.6 CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent.
- B.7 CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.
- B.8 The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein.

EXHIBIT G: Audit & Recovery of Overpayments Requirements

C. Recovery of Overpayments

If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:
Angela Di Novella
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Authorized Signature

2/14/2024 | 12:38 PM PST

Date

EXHIBIT H: Standard Agreement Modifications

EXHIBIT H: Standard Agreement Modifications

5.01 PERFORMANCE STANDARDS:

CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County.

8.0 INDEMNIFICATION:

The CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "COUNTY"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its officers, agents, employees, students, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of COUNTY and/or its officers, agents, employees and subcontractors. The CONTRACTOR shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

The County of Monterey (hereinafter "COUNTY"), its officers, agents, employees, or subcontractors shall indemnify, defend, and hold harmless the CONTRACTOR from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by County and/or its officers, agents, employees, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of CONTRACTOR and/or its officers, agents, employees, students, and subcontractors. COUNTY shall reimburse the CONTRACTOR for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which COUNTY is obligated to indemnify, defend and hold harmless CONTRACTOR under this Agreement.

13.1 COMPLIANCE WITH APPLICABLE LAWS:

CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, applicable to CONTRACTOR including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.