



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-15153

- a. Approve and Authorize the Director of the Department of Social Services to sign an Agreement No. A-15153 with the United Way of Monterey County for \$28,281,836.00 to establish, administer, and fund a Monterey County Emergency Rent Assistance Program to assist low-income residents facing housing instability due to economic circumstances related to the COVID-19 crisis, retroactively to March 15, 2021 through December 31, 2021, including non-standard payment terms;
- b. Authorize and Direct the Auditor Controller to issue out a payment to the United Way of Monterey County in the amount of \$7,100,000 as soon as is legally possible for start-up costs for development and implementation of the program; and
- c. Authorize the Director of the Department of Social Services to sign up to three (3) additional amendments to this agreement where the total amendments do not exceed 10% (\$2,828,183) of the current contract amount, and do not significantly change the scope of work.

PASSED AND ADOPTED on this 23rd day of March 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 23, 2021.

Dated: March 24, 2021
File ID: A 21-096
Agenda Item No.: 25

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

COUNTY OF MONTEREY NON-STANDARD AGREEMENT

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

(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:
emergency rental assistance program

2.0 PAYMENT PROVISIONS:

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: \$28,281,836.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from March 15, 2021 to December 31, 2021, 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:**

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: PAYMENT TERMS ARE LOCATED IN EXHIBIT A, SECTION E

- ~~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.~~

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:

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 coverage's, 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 Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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.

(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.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for 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: any proposed modifications to these 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.)

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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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:

11.01 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), or sexual orientation, 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 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.

14.0 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: Lori A. Medina, DSS Director	FOR CONTRACTOR: Josh Madfis, Vice President Community Investments
Name and Title 1000 S. Main Street Salinas, CA 93901	Name and Title 60 Garden Court Monterey, CA 93940
Address 831-755-4430	Address 831-372-8026 x106
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **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.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **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.
- 15.04 **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.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **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.

- 15.07 **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.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **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.
- 15.13 **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.
- 15.14 **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.
- 15.15 **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.
- 15.16 **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.
- 15.17 **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.

16.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	United Way Monterey County
Date: _____ <small>DocuSigned by:</small>	Contractor's Business Name*
By: <u>Lon A. Medina, DSS Director</u>	<u>Katy Castagna</u>
Date: _____ <small>DP0273504437480</small> Department Head (if applicable) 3/24/2021 8:28 AM PDT	(Signature of Chair, President, or Vice-President) *
By: _____	_____
Date: _____ Board of Supervisors (if applicable)	Date: _____ 3/17/2021 4:20 PM PDT
Approved as to Form ¹	
By: _____ <small>DocuSigned by:</small> <u>Anne Breton, County Counsel</u>	<small>DocuSigned by:</small> <u>Steve Emerson</u>
Date: _____ <small>0702EFDAA36B4A4...</small> County Counsel 3/17/2021 4:43 PM PDT	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Approved as to Fiscal Provisions ²	
By: _____ <small>DocuSigned by:</small> <u>Gary Giboney</u>	_____
Date: _____ <small>03830BEEC1D8419...</small> Auditor/Controller 3/17/2021 6:58 PM PDT	Date: _____ Name and Title 3/17/2021 4:33 PM PDT
Approved as to Liability Provisions ³	
By: _____	
Date: _____ Risk Management	

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*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

United Way of Monterey County

Exhibit	A	Scope of Services/Payment Provisions
Exhibit	A-1	Income Eligibility Chart
Exhibit	B	DSS Additional Provisions
Exhibit	C	Budget
Exhibit	D	Invoice
Exhibit	E	Certification Regarding Lobbying
Exhibit	F	Audit & Recovery of Overpayments

SCOPE OF SERVICES/PAYMENT PROVISIONS

UNITED WAY MONTEREY COUNTY

- A. TOTAL FUNDING:** \$ 12,898,602.00 (Federal US Treasury)
\$ 15,383,234.00 (State SB 91 BCSH)
 \$ 28,281,836.00 Total Funds
- B. CONTRACT TERM:** March 15, 2021 – December 31, 2021
- C. CONTACT INFORMATION:**
 County Contract Monitor: Monterey County Department of Social Services
 Denise Vienne, Management Analyst
 1000 S. Main Street, Suite 301 Salinas, CA 93901
 Phone: (831) 755-4484 Fax: (831) 755-8477
vienned@co.monterey.ca.us
- Contractor Information: United Way Monterey County
 Josh Madfis, Vice President, Community Investments
 60 Garden Court Monterey, CA 93940
 Phone: (831) 372-8026 x106 Fax: (831) 372-4945
Josh.madfis@unitedwaymecca.org
- Location of Services: Monterey County Emergency Rental Assistance Program
 Administered by UWMC and coordinated by
 2-1-1 Telephone Information & Referral System
 Dial: 2-1-1

A. SUBAWARD INFORMATION

- 1) CONTRACTOR DUNS Number: 113866974
 Date of Federal Award: January 26, 2021
 CFDA Passthrough Information and Dollar Amount: CFDA # 21.019 \$12,905,387.40
 Federal Award Description: Federal US Treasury Coronavirus Relief Fund
 Research and Development: No
 Maximum Allowable Administrative Indirect Cost Rate: 10%

- 2) Block Grant Pending
 CFDA Passthrough Information and Dollar Amount: State SB91 Funds, Housing and
 Community Development , State of California Business, Consumer Services and Housing
 Agency \$15,625,836.30
 Federal Award Description: Emergency Rental Assistance
 Research and Development: No
 Administrative Indirect Cost Rate: 8.5%

B. BACKGROUND

Monterey County Emergency Rent Assistance Program (MC ERAP) will administer Federal US Treasury Coronavirus Relief Funds and State COVID-19 Relief funding. MC ERAP targets low-income residents and landlords adversely impacted by the COVID-19 crisis, assisting residents throughout Monterey County who are at risk of becoming homeless.

SCOPE OF SERVICES/PAYMENT PROVISIONS

The program is administered by United Way Monterey County (UWMC) and utilizes existing 211 infrastructure, which is staffed by trained and certified call specialists. UWMC coordinates and contracts with grantees to disburse a total of \$28,281,836.00 in combined Federal Treasury (\$12,898,602.00) and State SB 91 California Business, Consumer Services and Housing Agency (\$15,383,234.00) funds. Applications are initiated either through Monterey County's 2-1-1 System, online application or any UWMC grantee agency. Caller needs and MC ERAP eligibility are assessed. Residents are referred to the appropriate grantee for rent and utility relief, as well as any relevant Health and Human Services. Eligible renters bring documentation demonstrating eligibility, as well as rent due notices, utility bills, and landlord address/tax information to paying grantees. Grantees vet documents and pay landlords and/or utility companies.

C. DESCRIPTION OF SERVICES

CONTRACTOR shall provide administrative oversight of the Monterey County Emergency Rental Assistance Program (MC ERAP) offering emergency rent and utility assistance to individuals and families impacted by the COVID-19 pandemic and do all things necessary for or incidental to the performance of work, as set forth below:

- C.1 CONTRACTOR shall provide appropriate referrals to MC ERAP grantees via the toll-free, 24/7, Telephone Information and Referral System (211), and with the Smart Referral software for Monterey County residents. Referrals will address the immediate needs for rental and/or utility assistance. Grantees may address longer term needs by making additional referrals to other Monterey County health and human services as needed.
- C.2 CONTRACTOR shall ensure that 2-1-1 and grantees adequately screen callers for eligibility seeking rental and/or utility assistance and other health and human services to refer them to the appropriate local provider.
- C.3 CONTRACTOR shall ensure the referral systems and grantees provide assistance in English, Spanish and other languages, as needed.
- C.4 CONTRACTOR shall develop contracts with rent and utility grantees. This includes an application process; vetting and approving awards; developing grant agreements with grantees; grant administration; program training, technical assistance, monitoring and evaluation. The vetting process will ensure rent and utility grantees demonstrate capacity to implement the program; ensure rent and utility assistance is widespread throughout the County; ensure low-income qualifying residents' benefit from the assistance, and program beneficiaries receive "Smart Referrals" to other appropriate health and human services.
- C.5 CONTRACTOR shall ensure that rental and utility relief assistance provided does not exceed twelve months of back rent and three months of future rent per household.
- C.6 CONTRACTOR shall ensure that participants meet all eligibility guidelines including income eligibility at or below 80% of the Area Median Income (AMI) for Monterey County (Exhibit A-1) and conformance with U.S. Treasury and SB 91 requirements for program administration.
- C.7 CONTRACTOR shall ensure that grantees verify an agreement exists between property owner/landlord and the recipient head of household and payment is made directly to the

SCOPE OF SERVICES/PAYMENT PROVISIONS

landlord/property manager. In cases where the landlord refuses to participate, grantees may pay up to 25% directly to the resident participant.

- C.8 CONTRACTOR shall ensure that grantees verify an agreement exists between utility company and the recipient head of household and payment is made directly to the utility company. Eligible utilities include separately stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Telecommunication services (telephone, cable, Internet) delivered to the rental dwelling are not considered to be utilities. Utilities that are covered by the landlord within rent will be treated as rent.

D. REPORTING INSTRUCTIONS & SUBMISSION

- D.1 CONTRACTOR shall submit a monthly report describing the services performed and caller demographics. Reports shall include the following data:
- D.1.a. Number of rent and utility inquires received
 - D.1.b. Number of rent and utility inquiries resulting in assistance to rent and/or utility
 - D.1.c. Dollar amount of assistance provided
 - D.1.d. Number of "Smart Referrals" made to other health and human services
 - D.1.e. Number of "Smart Referrals" made to other health and human services that result in services for referred clients.
 - D.1.f. Demographics of those assisted, including city, zip code, gender, age, ethnicity, household size, and household income.
- D.2 CONTRACTOR shall submit monthly reports on the 10th of the month following the month of services provided
- D.3 CONTRACTOR shall submit all reports via e-mail to the county Contract Monitor as listed in SECTION C.

E. PAYMENT PROVISIONS

- E.1 County shall pay CONTRACTOR according to the terms set forth in **EXHIBIT B, Section I, PAYMENT BY COUNTY**, of this agreement.
- E.2 The maximum amount payable by County to CONTRACTOR under the term of this Agreement shall not exceed **twenty-eight million, two-hundred eighty-one thousand, eight hundred thirty-six dollars and zero cents (\$28,281,836.00)**.
- E.3 CONTRACTOR shall submit original signed invoices, monthly to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set forth in **Exhibit D**. The final fiscal year invoices will be due no later than January 10, 2022.
- E.3.a. All original invoices will be mailed to the County Contract Monitor as listed in Section C.
- E.4 Initial payment of **seven million one hundred thousand dollars and zero cents (\$7,100,000)** shall be paid as soon as legally possible and will be offset by **one million four hundred nineteen thousand dollars five hundred ninety-two dollars and zero cents (\$1,419,592)** 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 have an invoice which will be approved by the Department of Social Services for the following advance work: Development and distribution of a media, community and client outreach campaign; finalization of client intake, application processing and eligibility determination systems; and direct assistance to clients with

SCOPE OF SERVICES/PAYMENT PROVISIONS

immediate needs. All payments after the initial payment will be paid within 30 days of receipt of a certified invoice in the Auditor-Controller's office.

- E.5 Except for the initial payment, referenced in E.4, CONTRACTOR shall submit invoices periodically or at the 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 thirty (30) days of receiving the invoice.

F. INVOICING INSTRUCTIONS & SUBMISSION

- F.1 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.
- F.2 The invoice shall be submitted on the invoice form set forth in Exhibit D.
- F.3 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

(end of exhibit)

Monterey County Emergency Rent Assistance Program

At or Below 80% of Monterey County Area Median Income

Household	1 Person	2 People	3 People	4 People	5 People	6 People
80% AMI	\$54,250	\$62,000	\$69,750	\$77,500	\$83,700	\$89,900

MC ERAP Eligibility: Based on U.S. Department of Housing and Urban Development
FY 2020 AMI

EXHIBIT B

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in Exhibit D and shall include an invoice number.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th, 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.

1.03 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.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

1.05 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

EXHIBIT B

deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in Exhibit A. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in Exhibit A, 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.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 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.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, 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.

2.05 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.
- 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.

EXHIBIT B

- c) Notwithstanding Section 7.02 of the Agreement, 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.

2.06 Training for Staff: CONTRACTOR shall insure 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.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 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:

- 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;
 - Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) 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.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by

EXHIBIT B

CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, 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.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 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 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.

4.02 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.

4.03 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:

- **California Fair Employment and Housing Act, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (l), (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);**
- **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.**

EXHIBIT B

- **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);
- **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;
- **7 Code of Federal Regulations (CFR)**, Part 15 and 28 CFR Part 42;
- **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);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (ADEA), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code Section 4450**;
- **The Dymally-Alatorre Bilingual Services Act**; Calif. Government Code Sec. 7290 et seq.
- **The Food Stamp Act of 1977**, as amended and in particular Section 272.6.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 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.

EXHIBIT B

4.05 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.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 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 such of 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.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates Josh Madfis, Vice President Community Investments as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. 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:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS 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 DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy 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 Branch Deputy 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. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director 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 Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director 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. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

March 15, 2021 - December 31, 2021

Agency Name United Way Monterey County

Expense Categories	Monterey County Emergency Rental Assistance Program		Total Budget
	State	Federal	
			\$28,281,836.00
Administration	Max \$1,319,981.00	Max \$1,283,753.00	\$2,603,734.00
Software Development and Support	\$ 16,500.00	\$ 13,500.00	\$ 30,000.00
Cyber Security Insurance Policy	\$ 1,375.00	\$ 1,125.00	\$ 2,500.00
211 Call Intakes	\$ 29,700.00	\$ 24,300.00	\$ 54,000.00
Marketing Support - Internal	\$ 2,750.00	\$ 2,250.00	\$ 5,000.00
Coordinated Marketing Campaign	\$ 27,500.00	\$ 22,500.00	\$ 50,000.00
Finance Support	\$ 7,810.00	\$ 6,390.00	\$ 14,200.00
Program Staff Support	\$ 34,247.18	\$ 28,020.36	\$ 62,267.54
Equipment	\$ 495.00	\$ 405.00	\$ 900.00
Auditing	\$ 2,750.00	\$ 2,250.00	\$ 5,000.00
Total UWMC Direct Costs	\$ 123,127.18	\$ 100,740.36	\$ 223,867.54
UWMC Indirect Costs (10% of Direct Cost)	\$ 12,312.72	\$ 10,074.04	\$ 22,387.76
Total UWMC Administration Cost	\$ 135,439.90	\$ 110,814.40	\$ 246,254.29
Subgrants Administration	\$ 1,184,541.10	\$ 1,172,938.60	\$ 2,357,479.70
Total Administration Assistance	\$ 1,319,981.00	\$ 1,283,753.00	\$ 2,603,734.00
Direct Assistance	Min \$14,063,253.00	Min \$11,614,849.00	Min \$25,678,102
Rent and Utility Assistance Subgrants	\$ 14,063,253.00	\$ 11,614,849.00	\$ 25,678,102.00
	\$ -		\$ -
	\$ -		\$ -
Program Total	\$ 15,383,234.00	\$ 12,898,602.00	\$ 28,281,836.00

Budget Narrative

Expense Category

Line Item narrative

Software Development and Support	This amount would cover the cost of development, maintenance, licensing and hosting for the Smart Referral Software. This software tool will be used to track program participants through screening, intake, documentation, and payouts. A new outward facing feature will be developed to accept applications online and be accessible via our website. The tool can be accessed via the 211 call specialists, participating agencies, and via an online application portal.
Cyber Security Insurance Policy	This provides funding to notify all individuals in the event of a data breach. In addition, it provides for: Liability claims involving the unauthorized release of information for which the organization has a legal obligation to keep private Liability claims alleging invasion of privacy and/or copyright/trademark violations in a digital, online or social media environment Liability claims alleging failures of computer security that result in deletion/alteration of data, transmission of malicious code, denial of service, etc. Defense costs in State or Federal regulatory proceedings that involve violations of privacy law; and The provision of expert resources and monetary reimbursement to the insured for the out-of-pocket expenses associated with the appropriate handling of the types of incidents listed above.
211 Call Intakes	This amount would account for 211 Call Specialists' time screening and referring applications: Serving roughly 5400 clients @ \$10/referral
Marketing Support - Internal	Marketing support will cover any paid advertising, support for webinars, and time from UWMC marketing staff.
Coordinated Marketing Campaign	Marketing consultant to develop messaging, graphics, social media assets and customizable materials for grantees to use in outreach efforts.
Finance Support	This amount would cover our finance staff support for the program. 10 minutes each for Finance VP and Accounting Associate to review and process each check request. Assuming 20 check requests for 10 check runs. Eight hours a month for Finance VP to generate program invoice. Includes bankings fees for wire transfer of all payments to grantees.
Program Staff Support	Covers program staff time for software management, interfacing with partner agencies, providing trainings, and reporting and monitoring program. VP Community Investments: 200 hours Impact Manager, Affordable Housing: 800 hours Program Assistant: 800 Hours 211 Director: 80 hours
Equipment	This cost will cover equipment cost for program staff.
Auditing	This amount would cover additional auditing fees to ensure compliance with state and federal standards.
Total UWMC Direct Costs	We calculated indirect cost as 10% of our total direct cost for the program.
Subgrants Administration	This amount will be granted to agencies to use for administrative costs including but not limited to staff hours, program supplies, and indirect costs.
Rent and Utility Assistance Subgrants	The total amount of direct cost to be granted to partner agencies to be distributed directly as rent and utility assistance.

Funding Source: Federal US Treasury and State SB 91 BCSH, (Federal Funds CFDA #21.019)

Agency Name: United Way Monterey County
 Monterey County Department of Social Services
 Contract Term Dates

Remit To:
 United Way Monterey County
 Suite 60 Garden Way Monterey CA 93940

Exhibit D

Invoice Month:					
Expenses Categories	Total Budget	Fed \$ 12,898,602	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Software Development and Support	\$ 13,500.00	\$ -	\$ 0.00	\$ 0.00	\$ 13,500.00
Cyber Security Insurance Policy	\$ 1,125.00	\$ -	\$ 0.00	\$ 0.00	\$ 1,125.00
211 Call Inboxes	\$ 24,300.00	\$ -	\$ 0.00	\$ 0.00	\$ 24,300.00
Marketing Support - Internal	\$ 2,250.00	\$ -	\$ 0.00	\$ 0.00	\$ 2,250.00
Coordinated Marketing Campaign	\$ 22,500.00	\$ -	\$ 0.00	\$ 0.00	\$ 22,500.00
Finance Support	\$ 6,390.00	\$ -	\$ 0.00	\$ 0.00	\$ 6,390.00
Program Staff Support	\$ 28,020.36	\$ -	\$ 0.00	\$ 0.00	\$ 28,020.36
Equipment	\$ 405.00	\$ -	\$ 0.00	\$ 0.00	\$ 405.00
Auditing	\$ 2,250.00	\$ -	\$ 0.00	\$ 0.00	\$ 2,250.00
UW Indirect	\$ 10,074.04	\$ -	\$ 0.00	\$ 0.00	\$ 10,074.04
Subgrantee Administration	\$ 1,172,898.60	\$ -	\$ 0.00	\$ 0.00	\$ 1,172,898.60
Direct Financial Assistance	\$ 11,614,649.00	\$ -	\$ 0.00	\$ 0.00	\$ 11,614,649.00
Service Total	\$ 12,898,602	\$ -	\$ 0.00	\$ 0.00	\$ 12,898,602.00
Total Service Budget	\$ -	\$ 12,898,602.00	\$ -	\$ -	\$ -
Year to Date Balance Remaining	\$ -	\$ 12,898,602.00	\$ -	\$ -	\$ -
Expenses Categories	Total Budget	State \$ 15,383,234	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Software Development and Support	\$ 16,680.00	\$ -	\$ 0.00	\$ 0.00	\$ 16,680.00
Cyber Security Insurance Policy	\$ 1,375.00	\$ -	\$ 0.00	\$ 0.00	\$ 1,375.00
211 Call Inboxes	\$ 29,700.00	\$ -	\$ 0.00	\$ 0.00	\$ 29,700.00
Marketing Support - Internal	\$ 2,750.00	\$ -	\$ 0.00	\$ 0.00	\$ 2,750.00
Coordinated Marketing Campaign	\$ 27,500.00	\$ -	\$ 0.00	\$ 0.00	\$ 27,500.00
Finance Support	\$ 7,810.00	\$ -	\$ 0.00	\$ 0.00	\$ 7,810.00
Program Staff Support	\$ 34,247.18	\$ -	\$ 0.00	\$ 0.00	\$ 34,247.18
Equipment	\$ 495.00	\$ -	\$ 0.00	\$ 0.00	\$ 495.00
Auditing	\$ 2,750.00	\$ -	\$ 0.00	\$ 0.00	\$ 2,750.00
UW Indirect	\$ 12,312.72	\$ -	\$ 0.00	\$ 0.00	\$ 12,312.72
Direct Financial Assistance	\$ 1,184,641.10	\$ -	\$ 0.00	\$ 0.00	\$ 1,184,641.10
Subgrantee Administration	\$ 14,083,283.00	\$ -	\$ 0.00	\$ 0.00	\$ 14,083,283.00
Service Total	\$ 15,383,234	\$ -	\$ 0.00	\$ 0.00	\$ 15,383,234.00
Total Service Budget	\$ -	\$ 15,383,234.00	\$ -	\$ -	\$ -
Year to Date Balance Remaining	\$ -	\$ 15,383,234.00	\$ -	\$ -	\$ -
Complete Total	\$ 28,281,836	\$ -	\$ 0.00	\$ 0.00	\$ 28,281,836.00
Total Budget	\$ 28,281,836	\$ -	\$ 0.00	\$ 0.00	\$ 28,281,836.00
Year to Date Balance Remaining	\$ -	\$ 28,281,836.00	\$ -	\$ -	\$ -
Monthly Total	\$ -	\$ -	\$ -	\$ -	\$ 5,325,000.00

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice

Title

Phone #

Authorizing Signature / Date

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS**I. CPA Audit on Termination:****1.01 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).

1.02 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.

1.03 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.

All Audits must include the following information within their audit:

- a) A separate schedule listing programs and funding, see recommended format, **Exhibit F-1**.
- 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.

1.04 Payment for Audit

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.

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. 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.

II. Contractor Records

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. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. 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. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. 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:
Katy Castagna
(signature of authorized representative)

3/17/2021 | 4:20 PM PDT
(date)