

**COMMUNITY IMPACT GRANT AGREEMENT between UNITED WAY OF MONTEREY COUNTY and CITY OF SALINAS**

This grant from United Way Monterey County (UWMC) is to be used only for the purposes described herein and is subject to the Grantee's acceptance of the conditions specified below. The agreement will be effective when it is signed by an authorized representative of the organization.

**Grantee Name:** City of Salinas

**Grant Amount:** \$870,000.00

**Grant Term:** July 1, 2023 – July 31, 2025

**Grant Purpose:** To provide financial assistance, case management, housing navigation, and resource referrals for housing unstable Monterey County families allowing them to obtain stable housing

**Final Report Due:** October 31<sup>st</sup>, 2025

**Purpose and Use of Funds:**

Grantee will work with the Housing Authority of Monterey County and the Salinas Outreach and Response Team (SORT) to provide case management, housing navigation, referrals, and financial assistance to families who are experiencing homelessness. This includes, but is not limited to, providing financial assistance such as assistance with deposit, move in fees, storage fees, or application fees, to obtain stable housing, case management services to help a client maintain or obtain housing and support financial stability; housing navigation services to connect families with available housing; assistance with obtaining a housing voucher and other public benefits; making Smart Referrals; and other services as deemed appropriate by Grantee. The goal is to connect unhoused and/or housing unstable Monterey County residents with permanent, stable housing.

Grant funds must be spent within the grant term for the purposes stated in this agreement. No changes may be made in timing or budgetary use of the grant funds without UWMC advance written approval. Grantee will provide receipts and other documentation of expenditures as back up for grant spending with invoices.

If something unexpected occurs that prevents the Grantee from extending services, and subsequently expending all funds, during the grant term the Grantee is required to notify UWMC immediately so an alternate program plan can be developed. This includes turnover of key project staff. This grant may not be used for any expenses incurred prior to the grant term.

The Grantee confirms that it retains full discretion and control over the process of selecting any persons or organizations or any equipment, supplies, or products, to carry out the purposes of this grant, completely and independently of UWMC. The Grantee confirms that there is no agreement, either written or oral, that UWMC can cause the selection of particular persons or organizations or direct the use of grant funds for any particular expenditure.

This grant is not intended to be used in any attempt to influence legislation within the meaning of the Internal Revenue Service (IRS) Code 4945(e). No agreement, oral or written, to that effect has been made between UWMC and the Grantee. The Grantee will not use any portion of the funds granted to influence the outcome of any specific election for candidates to public

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office, to carry on any voter registration drive except as provided in IRS code 4945(f), to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur.

The Grantee is responsible for maintaining books and records of grant funds received and the expenses incurred until all grant requirements have been fulfilled and will provide additional detail to UWMC in a reasonable time should it be requested.

### Required Activities

*Partnership with Housing Authority:* Grantee will partner with the Housing Authority of Monterey County to identify up to 40 clients who are struggling to procure the financial cost of moving into a home using voucher. These clients will receive financial assistance to cover the cost of deposit, application fees, storage fees, and moving fees.

*Salinas Outreach and Response Team (SORT):* Grantee will support internal clients and/or clients referred by Smart Referral Network agencies directly from the Smart Referral Network (SRN) software. Upon receiving electronic notification, Grantee will log in to the SRN to retrieve client contact info. Grantee will outreach to all clients referred within one week, provide a confidential intake, and a Smart Referral Network Economic Mobility Continuum (EMC) assessment. When services are provided, Grantee will document in the SRN that the client was “enrolled”. After 3 months, Grantee will complete a post EMC assessment documenting client improvement. An EMC assessment will be completed every 3 months thereafter until the client no longer received services. One or more of the following Housing Navigation services will be offered for each referred client:

Up to 10 clients per month will receive Case Management and up to 20 total clients will receive Housing Navigation Services to obtain permanent housing:

- Housing Navigation: SORT will assist client families with finding appropriate, suitable, and affordable housing
- Intake: SORT will meet with each family who is referred via the SRN or internally to determine eligibility and need for the services described in this Agreement.
- Case Management: Case management will support families to find resources, navigate systems and build capacity to meet their goals. They will help set expectations for maintaining housing and support with any communications between landlords to mitigate conflicts.
- Facilitated Referrals: Up to 10 clients per month will receive smart referrals to other services via the SRN to provide family assistance with food, health resources, utility assistance, financial literacy and employment coaching, or other services as needed.
- Grantee and SORT will maintain up to date service information in the Smart Referral Network including the number of case management slots.
- Grantee will respond to smart referrals within a week of receiving them, outreach to clients and attempt to enroll them in their programs.

Up to 20 clients will receive financial assistance with move in fees, including but not limited to security deposit, short term storage fees, moving costs, or application fees.

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### Reporting:

Monthly Reports are due on the 5<sup>th</sup> of each month, or the following business day:

- Number of households and/or individuals served
- Number and type of housing or case management services provided
- Number of households who obtained or maintained housing
- \$ amount of deposit assistance provided per household
- Number of “Referred” clients received as reported in the SRN
- Number of “Enrolled” clients received as reported in the SRN
- Number of Smart Referrals made to other services

### Quarterly Reports

- Narrative report aggregating client Economic Mobility Continuum growth and documenting program successes, challenges; and recommendations for additional supports, advocacy, and/or strategies
- One anonymous Case Study Success Story that highlights how Community Human Services has supported clients to achieve their goals

The Final report is due on January 31, 2024. The final report should provide the following:

- Total number of households served
- Number and type of housing or case management services provided
- Number of households who obtained or maintained housing
- \$ amount of deposit assistance provided per household
- Number of Smart Referrals made to other services
- Narrative report aggregating client Economic Mobility Continuum growth and documenting program successes, challenges, and recommendations for additional supports, advocacy, and/or strategies
- One anonymous Case Study Success Story that highlights how Community Human Services has supported clients to achieve their ERAP goals
- Describe any lessons learned and any organizational or programmatic changes made as a result of this work

A final expense report will show how grant funds were spent based upon the budget the Grantee submitted with its proposal.

Grantee is expected to visibly recognize UWMC in all appropriate places including, but not limited to: marketing materials, websites, presentations to donors or community groups; using UWMC’s name or logo and following the organizational branding guidelines when communicating about the services made possible by this grant or doing interviews related to it. UWMC encourages Grantees to make announcements of grants upon receipt of the grant payment. UWMC also welcomes your photos reflecting services made possible by the grant. A copy of a photo release form and instructions for publicizing the grant will be provided by UWMC via email upon receipt of this signed grant agreement. UWMC may include information on this grant in its periodic public records and may also refer to this grant in a press release. By accepting these grant funds, the Grantee agrees to such disclosures.

The Grantee is expected to maintain an up-to-date profile in the 2-1-1 Monterey County database. UWMC will also ensure that the appropriate marketing and outreach is done to spread awareness about the services the Grantee is providing, in addition to listing service locations on the UWMC website.

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**Organizational Excellence**

The Grantee is expected to: 1) Maintain a non-discrimination policy in compliance with applicable federal, state and locals' laws; and provide a copy of this policy to UWMC as requested. 2) Retain financial responsibility for its affairs, including all obligations and any deficits it may incur. 3) Notify UWMC, in writing, of significant changes in the Grantee's senior or programmatic leadership, including executive staff, and Board of Directors within thirty (30) days of said changes and/or any investigation by any policy agency, government treasury department investigation or any other regulatory agency investigation within thirty (30) days of becoming aware of such investigation.

**Termination and Severability**

UWMC or the Grantee shall have the right to terminate this grant agreement for any reason upon sixty (60) days written notice. UWMC or the Grantee shall have the right to terminate this grant agreement upon thirty (30) days written notice if the other party shall in any material way breach this agreement or default in the performance of any of its obligations as described herein. This grant agreement shall terminate automatically and without required written notice, upon the voluntary or involuntary dissolution of either party, upon the filing of a petition by either party seeking relief from its creditors under any federal or state bankruptcy or insolvency law, upon the appointment of a receiver for either party or upon the execution by either party of an assignment for the benefit of creditors.

UWMC reserves the right to require repayment of any unexpended grants funds, if necessary, in UWMC's judgement, to comply with any law or regulation applicable to this grant. In this event, UWMC will notify the Grantee in writing and provide an opportunity to respond.

If any portion of this grant agreement is found to be in conflict with any applicable laws, such portion shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the grant agreement shall continue to be in full force and effect.

**Authorization**

This agreement shall be effective upon signature of both parties through January 31, 2024, as approved by the undersigned President or any officers of the organizations who are authorized by Resolution of the Board of the Directors to sign this agreement.

<b>City of Salinas</b>		<b>United Way Monterey County</b>	
<b>Steven Carrigan City Manager</b>		<b>Katy Castagna President and CEO</b>	
<b>Signature</b>		<b>Signature</b>	
<b>Date</b>		<b>Date</b>	
<b>Organization Mailing Address: 65 W Alisal St Salinas, CA 93901</b>			
<b>EIN/Tax Id Number</b>			

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**ATTACHMENT A**

**SMART REFERRAL SOFTWARE DATA SHARING AND USER AGREEMENT  
BETWEEN UWMC AND GRANTEE**

**BACKGROUND**

United Way Monterey County’s Vision is to create a caring and connected community where everyone has an opportunity to succeed. One of our strategies is to help residents navigate systems and access a wide range of services more effectively through referral networks.

[The Active Referral Network](#) (ARN) provides opportunities for front line workers to learn about local organizations that provide critical services in our community. We meet monthly to share service information, learn about important programs addressing immediate needs and learn how to make referrals. The ARN fosters collaboration, develops relationships, and facilitates “active” referrals to a specific staff person.

To increase the scale and impact of the ARN and document outcomes, the United Way Monterey County has developed [Smart Referral Network Software](#) (SRN). The SRN allows users to support whole person care for their clients by making “closed loop” referrals to regional and complementary community benefit organizations. Case Managers, Community Health Workers, other front-line workers, and people in need use the program to search for services in the Monterey County 211 health and human service database. They electronically send referrals and receiving community benefit organizations document when referrals result in services. The SRN is “smart” in that it compares demographics with program eligibility requirements to prioritize search results.

It also allows for the measurement of fifteen social determinants of health outcomes of those services. Dozens of local community benefit organizations have signed this agreement use the SRN to provide wrap around services and ensure referrals lead to impactful outcomes for their clients.

**Data Sharing**

The SRN is a resource, information and referral hub that connects residents with health and human services; services in the SRN include but are not limited to financial assistance, debt and tax preparation, counseling, housing, food, transportation,

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employment and job training, and disaster relief. Partners work with their Clients make “closed loop” referrals. Case Managers use the SRN to search for services in the 211 database and/or SRN and generate a prioritized list of complementary services that address the need and would accept the client. Case Managers electronically send referrals and document when referrals lead to services, including the economic mobility and social determinants of health outcomes of those services. Partners have access to client dashboards where they can respond to referrals received, monitor the services their clients receive, keep track of their clients’ outcome improvements, and run reports. This program helps inform any additional services clients might need and allows service providers to work together to ensure Clients have access to the most appropriate services.

In order to generate the list of prioritized services, the SRN matches client demographic information with service eligibility requirements. The SRN collects the following client demographic information: name, date of birth, education, access to health insurance, race, ethnicity, income, address, veteran status, and disability status.

### **Cyber Security, Access, Permissions, and Infrastructure:**

Each Partner receives personalized onboarding, training, and ongoing technical assistance. Partners are assigned user levels, roles and permissions. Access is web based and controlled by login with user names and unique passwords.

Before referrals can be made, clients must sign or indicate referral consent. This form is available in English and Spanish on the SRN and can be signed online, on a hard copy or via text message, and attached to the client profile. Clients can provide verbal approval after a Case Manager reads the forms to their Clients. SRN program and client rights information are included in the Referral Authorization & Consent to Release of Information form. See Attachment B for a copy. Clients have the right to access and verify their personal information, to receive a list of Partners belonging to the SRN, to revoke their referral authorization and consent to release of information at any time.

Partners can see client level demographic information only if they have made a client referral to another Partner or received a client referral from another Partner. All referral outcomes including health services will not include Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). Users who send referrals to health services cannot see if a referral resulted in a service. Users who receive referrals from health service agencies, cannot see the agency information or referring agent’s name or contact information.

United Way Monterey County staff with administrative access credential have access to all partners SRN activity and client level demographic information, referral history, and social determinants of health outcomes.

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The SRN is covered with Cybersecurity Insurance protection that includes Security Breach Response Coverage. The policy covers costs to notify individuals affected or reasonably believed to be affected by such “Security Breach”, including printing costs, publishing costs, postage expenses, call center costs or costs of notification via phone or e-mail, including “voluntary notification.”

Client level data is stored on Amazon Web Services Cloud that is infinitely scalable. Data is secured and encrypted at rest and in transit. Data is redundantly stored for disaster recovery. The SRN benefits from Amazon security oversight, regular penetration testing, and 100% approved audits at Federal government level.

See Data Sharing Agreement [Attachment A](#) for more details, information, and requirements.

### **Confidentiality and Privacy**

Each party recognizes the importance of the other’s Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this agreement without assurance that such information and the value thereof will be distributed only on a need to know basis and will be protected at least at the same level the organization uses to protect its own confidential information. By signing this agreement, each party agrees to only use personal information for the express purpose of making referrals and providing services and comply with Health Insurance Portability & Accountability Act (HIPAA) Certification. Please refer to [Attachment C](#) for HIPAA compliance certification.

### **PARTNER RESPONSIBILITIES UNDER THIS MOU**

- Agree to develop workflow to use SRN.
- Own and maintain its Client data that will be located in Amazon Web Services in the SRN System.
- Respond to its Clients’ personal information requests.
- Identify the case managers and team members to be provided access to the SRN System for collaboration purposes.
- Ensure effective onboarding and Client hand over when case managers and/or team members assigned to the SRN system leave the organization.
- Create and maintain users belonging to agency including deletion of users no longer with the organization or who no longer need access to the software.
- Implement reasonable administrative, physical, and technical safeguards to protect confidential or Protected Health Information (PHI) Client information.
  - Report to United Way any use or disclosure of confidential or Protected Health

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Information (PHI) which is not in compliance with terms.

- To mitigate, to the extent practicable, any harmful effect that is known to grantee of a use or disclosure of confidential or Protected Health Information (PHI) by grantee.

### **Referrals:**

- Participate in SRN orientation to learn how to access the SRN software.
- Regularly participate in monthly ARN meetings and quarterly SRN Meetings.
- Commit to making Smart Referrals aligned with their business operations and capacity.
- Follow up on all Smart Referrals to ensure referral leads to a service.
- Respond to referrals received and indicate that they are “received” in their Smart Referral Network inbox.

### **Services:**

- Complete 211 SRN intake form to ensure services are in 211 ICarol database.
- Update service information as needed;
  - 211 will send automatic notifications and links to update once per year

### **Partners’ Clients:**

- Review Client Referral Authorization & Consent to Release of Information document with clients and answer any questions to ensure informed consent.
- Collect and input client consent into the SRN.

## **UNITED WAY MONTEREY COUNTY RESPONSIBILITIES UNDER THIS MOU**

### **Software**

- Facilitate, coordinate, and support access to the SRN platform for partner agency noted on this MOU.
- Train Partners on software use, privacy policies, and outcome evaluation.

### **Reporting**

- Grant Partners access to run reports on:
  - # and type of referrals received and made by individual staff members
  - # and type of referrals that lead to services



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- # and % of their Clients that improve in economic mobility and determinants of health (as a result of active referrals or of Partner’s services if used as an outcome measurement tool)

**TERM AND TERMINATION**

Term. The term of this MOU shall commence on the date signed and continue indefinitely. Partners will be required to sign a new MOU if the SRN MOU is updated.

**Termination of MOU**

Either party may terminate this MOU without stating a cause or reason upon fifteen (15) days prior written notice to the other party.

Consent to the terms of this MOU is indicated by the authorized signatures affixed and dated below.

**United Way Monterey County**

Signature: \_\_\_\_\_

Name: Josh Madfis

Title: VP Community Investments

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

**Partner Organization**

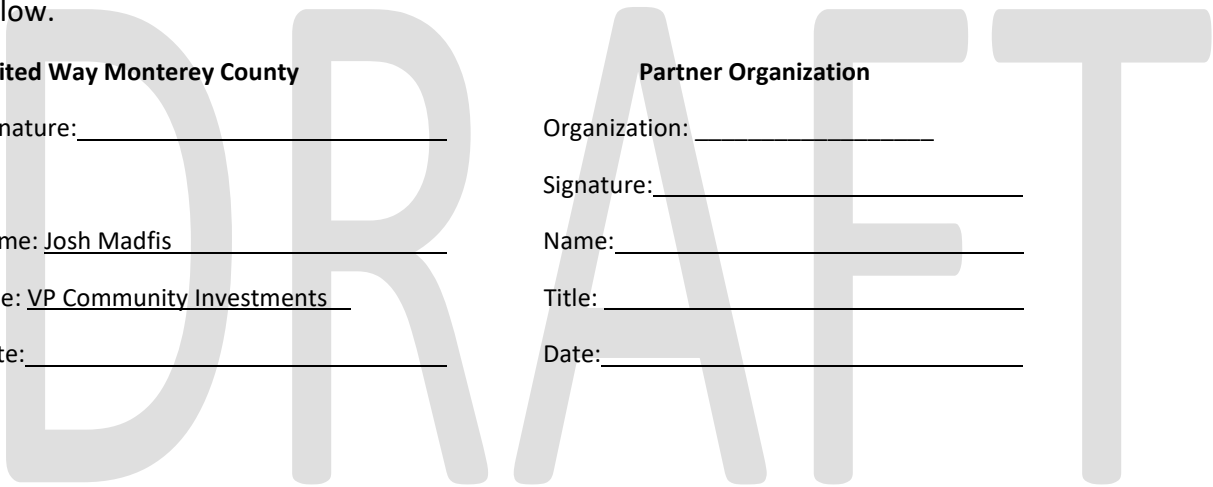
Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



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**Attachment A**

**Data Sharing Memorandum of Understanding**

In consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

**Use of Data**

Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this MOU without assurance that such information and the value thereof will be distributed only on a need to know basis and will be protected at least at the same level the organization uses to project its own confidential information. Information gleaned from the SRN has to be stored on a password protected computer and hard copies need to be locked up when stored.

By signing this MOU, each party agrees to only use personal information for the express purpose of making referrals and determining the outcomes of referrals.

1. **Obligations of United Way Monterey County (UWMC).** To ensure safe and secure warehousing of data UWMC will implement the following actions:
  - a. **Security Breach Notification.** UWMC shall comply with all applicable laws that require the notification of effected individuals and appropriate authorities in the event of unauthorized release of Personally Identifiable Information (PII) or other event requiring notification. In the event of a breach of any of UWMCs obligations herein related to PII or other event requiring notification under applicable law, UWMC shall:
    - i. Notify Partners and Clients of such event within twenty-four (24) hours of discovery;
    - ii. To the extent UWMC has an independent legal obligation, assume direct responsibility for informing and notifying affected individuals and appropriate authorities in accordance with applicable law;
    - iii. Provide Partners with a copy of any notification(s) to affected individuals and appropriate authorities ("Notification of PII Event").
2. **Authorized User Training.** Partner will, at its own expense, provide to all persons who will be accessing Data ("Authorized Users"), appropriate training regarding, without limitation, proper use of the SRN Platform, Data exchanged and/or, viewed, accessed, or downloaded to the Partners electronic system from the SRN. Partner will maintain users with designated access to the SRN for their agency in the SRN. If Partner has an issue maintaining their own

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users they will notify UWMC promptly if any Authorized User’s access is terminated, compromised or Data Access Privileges have changed. UWMC may require Partners to demonstrate compliance with these provisions from time to time upon UWMC’s written request.

3. **Design and Implementation:** The primary contact for each Party shall be designated below. The primary contact will have the primary authority and serve as the central point of communication for all Partner onboarding tasks and the issuance of Authorized User accounts. In the event a primary contact becomes unavailable or unresponsive, the primary contact shall be replaced by another individual with the same or better qualifications and availability within ten (10) days of receipt of a reasonable written request.
4. **Onboarding:** The parties shall meet and mutually agree to an onboarding and implementation schedule within thirty (30) days of execution of this MOU, or other agreed upon date. The following persons shall have primary responsibility and shall serve as the central point of contact for each of the parties. Each of the parties shall promptly notify the other in writing (e.g. email) of any substitutes to the persons named below.

<u>Grantee</u>	<u>Name</u>	<u>Contact Information</u>
<b>UWMC Onboarding Mgr.</b>	Josh Madfis	<a href="mailto:Josh.madfis@unitedwaymcca.org">Josh.madfis@unitedwaymcca.org</a>
Authorized User Administrator	Josh Madfis	<a href="mailto:Josh.madfis@unitedwaymcca.org">Josh.madfis@unitedwaymcca.org</a>
<b>Partner Onboarding Mgr.</b>		
Authorized User Administrator		

**Data To Be Uploaded to the Smart Referral Network:** The value of Data depends on its completeness, accuracy, and timeliness. Partner and UWMC will ensure that the Data shared in the SRN is accurate and complete. Partner or UWMC or both (as indicated in the Attachment A Addendum) will provide access to and/or transmit the Data indicated on the Attachment A Addendum hereto, and provide updated Data as and when new information is available. Neither Party will withhold Data unless; (i) the individual who is the subject of the Data has not consented (or authorized) Partner or UWMC to share Data, or (ii) sharing the Data with the Partner or UWMC would violate the individual’s written authorization or the revocation of an authorization to share or, (iii) if disclosing the particular Data would violate Applicable Privacy Laws or the MOU.

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**Attachment A - Addendum**

**Data to be Uploaded to the Smart Referral Software**

**DATA ACCESS:** Partner shall be granted the following Data Access privileges:

View, Download and Enter Data in the SRN: View, Download and Enter Data, permits the Partner to retrieve Data from and enter Data into the SRN Platform

**FREQUENCY OF DATA UPDATES:** Data will be transmitted on the following schedule:

Weekly

**DATA ELEMENTS:**  Partner,  UWMC shall transmit or exchange the following Data Elements about its Clients (if available):

Identifiers	Name: First, Last, Middle
	Residential Address
	City
	Zip Code
	Cell Phone
	Email
	Gender
	Birthdate
	Ethnicity
	Race
	Primary Language
Income	
Household Size	
Education	Highest Level
Disability	Status:
Veteran	Status:

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**Referral Authorization & Consent to Release of Information**

The purpose of this Referral Authorization & Consent to Release of Information is (i) to obtain your permission to refer you to partner organizations who are members of the Monterey County Smart Referral Network, and (ii) to obtain your consent to the release of certain personal information to partner organizations to which you are referred. Partner organizations to whom you are referred, may “forward” your referral to another agency to whom they believe has services for which you would benefit.

The Monterey County Smart Referral Network (The Network) is a resource and information hub that connects individuals to a range of a community benefit organizations which focus on well-being of Monterey County residents. The Network makes referrals through a free searchable online database. The Network provides referrals, care coordination, outreach, education, and targeted services by allowing authorized staff to share and access certain limited client information. The Network operates over the internet and uses many security protections to ensure confidentiality of your information.

By signing below, you authorize us to make referral(s) to member organizations of The Network, and you consent to the release of your following personal information: name, age, gender, ethnicity, race, income category, city/county of residence, access to health care, language, disability, veteran status, education, contact information, services you have received and progress you have made in your economic mobility. This helps inform any additional services you might need and allows service providers to work together to ensure you access the most appropriate services. We will share this information with our partner organizations, who use it to find a service for which you are eligible. Some partners use it to report on referral activity to their funders. You can expect to be contacted by one or more of the organizations in The Network to receive services that meet your specific needs. Your information will be kept confidential by the organizations that provide the additional services to you.

You have the right to access and verify your personal information, to receive a list of organizations belonging to The Network, and to revoke your referral authorization and consent to release of information and delete your profile at any time. To edit your personal information please contact the person who made the original referral for you, or logon to the [Smart Referral Network](https://smart-referral-network.com): [smart-referral-network.com](https://smart-referral-network.com)

[Here is a link](#) to United Way Monterey County the privacy policy, terms and conditions.

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By signing below, I authorize referrals to member organizations of The Network and consent to the release of my personal information to such organizations in order to potentially access services to meet my specific needs. Unless extended in writing, this Referral Authorization & Consent to Release of Information will expire twelve (12) months after the date appearing below.

**Referring Agency:** \_\_\_\_\_

**Client Name (Printed):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_

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### Autorización de Referencia y Consentimiento para la Divulgación de Información

El propósito de esta Autorización de Referencia y Consentimiento para la Divulgación de Información es (i) obtener su permiso para referirlo(a) a una de nuestras organizaciones asociadas que son miembros de Monterey County Smart Referral Network, y (ii) obtener su consentimiento para divulgar cierta información personal a la organización a la que lo refieran.

El Monterey County Smart Referral Network (La Red) es un centro de recursos e información que conecta a las personas con una variedad de organizaciones que se centran en el bienestar financiero y otros servicios a los residentes del condado de Monterey. La Red hace referencias en línea a través de una base de datos de búsqueda gratuita. La Red proporcionara referencias, coordinación de atención, propagación de información, educación y servicios específicos al permitir que el personal autorizado comparta y acceda cierta información limitada del cliente. La Red opera a través de Internet y utiliza protecciones de seguridad para garantizar la confidencialidad de su información.

Al firmar a continuación, nos autoriza a referirlo(a) a una o mas organizaciones asociadas de La Red y acepta la divulgación de su siguiente información personal: nombre, edad, sexo, etnicidad, raza, sus ingresos, ciudad / condado de residencia, acceso a cuidado de salud, idioma, discapacidad, estado de veterano, educación e información de contacto, servicios que ha recibido y avances que ha realizado en su movilidad económica. Esto ayuda a informar sobre cualquier servicio adicional que pueda necesitar y permite que los proveedores de servicios trabajen juntos para garantizar que usted acceda a los servicios más apropiados. Compartiremos esta información con nuestras organizaciones asociadas, y puede esperar que una o más organizaciones de La Red se comuniquen con usted para recibir servicios que cumplan con sus necesidades. Su información se mantendrá confidencial por las organizaciones que le brinden servicios adicionales.

Tiene derecho a acceder y verificar su información personal, a recibir una lista de organizaciones que pertenecen a La Red, y a revocar su autorización de referencia y consentimiento para divulgar información en cualquier momento. Para revocar su autorización o editar su información personal, comuníquese con la persona que originalmente hizo la referencia por usted o inicio su cuenta s en el [Smart Referral Network](https://smart-referral-network.com): smart-referral-network.com

[Aquí hay un enlace](#) a United Way Monterey County, la política de privacidad, los términos y condiciones.

Al firmar a continuación, autorizo referencias a organizaciones asociadas de La Red y doy mi consentimiento para la divulgación de mi información personal a dichas organizaciones con el fin de acceder a servicios que satisfagan mis necesidades específicas. A menos que se extienda por escrito, esta Autorización de Referencia y Consentimiento para la Divulgación de Información vencerá doce (12) meses después de la fecha a continuación.

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**Agencia de referencia:** \_\_\_\_\_

**Nombre del Cliente:** \_\_\_\_\_

**Fecha:** \_\_\_\_\_

**Firma del Cliente:** \_\_\_\_\_

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**Health Insurance Portability & Accountability Act (HIPAA) Certification**

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

B. Partner and United Way Monterey County have entered into an Agreement (“Agreement”) to which this Certification is an attachment whereby Grantee will provide certain services to United Way Monterey County, pursuant to which Grantee may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement.

C. 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, Partner agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of United Way.

I. 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.

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

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II. CONFIDENTIALITY REQUIREMENTS

(a) Partner agrees:

(i) 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 United Way Monterey 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 United Way Monterey County; and

(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of United Way, whichever occurs first, if feasible grantee will return or destroy all Protected Health Information received from or created or received by Partner on behalf of United Way Monterey County that grantee still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, grantee 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; and

(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by grantee on behalf of United Way Monterey County, agrees to the same restrictions and conditions that apply to grantee with respect to such information. In addition, grantee agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause grantee to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, grantee may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of grantee or to carry out the legal responsibilities of grantee, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Partner 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 grantee of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by grantee for the health care operations of United Way pursuant to any agreements between the Parties evidencing their business

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relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by Partner with the protected health information received by grantee in its capacity as grantee of another United Way Monterey County, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Partner will implement appropriate administrative, physical, and technical 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 grantee's records and practices related to use and disclosure of Protected Health Information to ensure United Way Monterey County's compliance with the terms of the HIPAA Privacy Rule. Partner shall report to United Way 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, Partner agrees to mitigate, to the extent practicable, any harmful effect that is known to grantee of a use or disclosure of Protected Health Information by grantee in violation of the requirements of this Certification or the Agreement.

### III. AVAILABILITY OF PHI

Partner agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Partner agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Partner agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

### IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, United Way shall have the right to terminate the Agreement immediately if United Way Monterey County determines that grantee has violated any material term of this Certification and/or the Agreement. If United Way Monterey County reasonably believes that grantee will violate a material term of this Certification and/or the Agreement and, where practicable, United Way Monterey County gives written notice to grantee of such belief within a reasonable time after forming such belief, and grantee fails to provide adequate written assurances to United Way Monterey 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 United Way Monterey County shall have the right to terminate the Agreement immediately.

### V. MISCELLANEOUS

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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 grantee 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 grantee, 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 Partner provides services to United Way Monterey 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 grantee 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.

Partner:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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