

**COMMUNITY IMPACT GRANT AGREEMENT
BETWEEN
UNITED WAY MONTEREY COUNTY AND GRANTEE**

City of Salinas

This Community Impact Grant Agreement (“Agreement”) is made and effective as of the date this Agreement is fully executed by and between United Way Monterey County (UWMC) and Grantee (“Effective Date”). Funds from UWMC granted pursuant to this Agreement (“Grant Funds”) shall be used by Grantee only for the purposes described in this Agreement and are subject to Grantee’s acceptance of and compliance with the terms and conditions set forth in this Agreement. This Agreement shall be effective upon execution by duly authorized representatives of UWMC and Grantee.

GRANT SUMMARY

Grantee Name: City of Salinas (“Grantee”)

Grant Funds Amount:

Funding Source (Federal & State)	Direct Assistance (Rent & Utilities)	Indirect Assistance (Administration)	Total Funding Amount
State and Federal U.S.	\$9,000,000	\$1,000,000	\$10,000,000

Grant Agreement Term (“Agreement Term”): October 15, 2021 – June 30, 2023

Grant Funds Distribution Period (“Distribution Period”): October 15, 2021 – May 31, 2023,

(All grant funds must be distributed no later than September 30, 2023.)

Final Report Due: No Later Than July 31, 2023

RECITALS

- A. UWMC is partnering with Monterey County Department of Social Services to distribute Federal and State Emergency Rent Assistance Program funds to eligible low-income households in Monterey County. The Monterey County Emergency Rent Assistance Program targets low-income residents and landlords adversely impacted by the COVID-19 pandemic, assisting residents throughout Monterey County who may be at risk of becoming homeless.
- B. For the purposes of this Grant and the distribution of Grant Funds sourced from the U.S. Treasury, under Federal Rules and Regulations and as defined in the Federal Register, the County of Monterey is considered a “Recipient” of the Federal funds, UWMC is considered a “Contractor” of the County, and the Grantee is considered a “Subrecipient” of the Federal funds portion of the Grant Funds.

AGREEMENT

1. **Grant Purpose.** The purpose of Monterey County Emergency Rent Assistance Program (MCERAP) is to distribute funding to provide rental and utility assistance to low-income eligible households located in Monterey County (“Participants”) that are facing housing instability because of loss or reduction in income due to the COVID-19 pandemic.

2. **Use of Grant Funds.** Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2.1 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
 - 2.2 Grantee shall require that the language of this certification above be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - 2.3 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 under this Agreement, completely independent of UWMC. 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.
 - 2.4 If something unexpected occurs preventing Grantee from extending services and subsequently expending all Grant Funds during the Distribution Period as set forth in this Agreement, Grantee is required to notify UWMC immediately so an alternate program plan can be developed. This includes turnover of key project staff. Except as otherwise provided in this Agreement for past due rent and utilities charges, Grant Funds may not be used for expenses incurred prior to the Distribution Period.
 - 2.5 The Grant Funds are 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 Grantee. Grantee will not use any portion of the Grant Funds to influence the outcome of any specific election for candidates to public 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.

3. **Distribution of Grant Funds.** Grant funds must be expended within the Distribution Period schedule as set forth in Attachment A Grant Funds Distribution Requirements to this Agreement for the purposes stated in this Agreement. No changes may be made in timing or budgetary use of the Grant Funds without express prior written approval from UWMC. Grantee will provide documentation of Indirect Assistance expenditures with invoices submitted to UWMC for Distribution of Grant Funds. Grant Funds will be distributed by Grantee pursuant to Attachment A and subject to the following:

3.1 **Undistributed Grant Funds.** Any undistributed Grant Funds designated as Direct Assistance held by Grantee as of the end of business on May 31, 2023, shall be returned and paid to UWMC no later than June 15, 2023.

3.2 **Grant Funds Advance.** In order to assist Grantee with cashflow management in the first (1st) month of the Distribution Period, UWMC shall carry over the advance provided to Grantee outlined in the original Community Impact Agreement effective 3/22/21.

3.3 **Monthly Payments.** Additional payments of Grant Funds to Grantee will be reimbursements based on Grantee's complete and timely monthly reports pulled from the program software. UWMC will make its best efforts to pay Grantee within thirty (30) days of receiving a completed monthly report from Grantee.

4. **Eligibility Requirements for Grant Funds Distribution.** Grantee shall ensure, verify, and document that all Participants in this Grant Program meet all the following eligibility conditions and requirements:

4.1 **Location.** Participants must reside within the boundaries of Monterey County on property located within the geographic boundaries of the County of Monterey.

4.2 **Income.** Participants must meet all income eligibility guidelines defined as at or below eighty percent (80%) of the Area Median Income (AMI) for Monterey County, and Grantee shall give priority to eligible households at or below fifty percent (50%) of AMI, as illustrated in the following chart. Please note that this information is subject to change pending 2022 annual updates:

Household	1 Person	2 People	3 People	4 People	5 People	6 People
80% AMI	\$56,950	\$65,100	\$73,250	\$81,350	\$87,900	\$94,400
50% AMI	\$35,600	\$40,700	\$45,800	\$50,850	\$54,950	\$59,000

4.3 **Rent/Utilities Cap.** Grant Funds distributed to a Participant (recipient head of household) shall not exceed an amount equal to twelve (12) months of assistance per Participant household. Participants are eligible of 18 months assistance for rent and 12 months of utility bill assistance. Future assistance may not exceed three (3) months distributed at one time. Amounts in arrears for rent and utilities must be paid prior to amounts for future costs. Any utilities included in the cost of rent paid to the property

owner/landlord/manager shall count as rental assistance for the purposes of reporting for this program.

If a Participant benefited from the ERAP 1 program the cumulative benefit for both ERAP 1 and ERAP 2 is 18 months for both rent and utility bill assistance.

- 4.4 **Rent Agreement.** Participant shall confirm and Grantee must verify that an agreement exists between property owner/landlord and Participant (recipient head of household) pertaining to rent for the household. Grantee shall make payment directly to the property owner/landlord/manager except in cases where the relationship has been verified but the property owner/landlord/manager is unwilling to participate.
- 4.5 **Utilities Agreement.** Participant shall provide and Grantee must verify that an agreement exists between utility company and Participant (recipient head of household) pertaining to utilities for the household. Grantee shall make payment directly to the utility company.
5. **Participant Documentation/Grantee Required Activities.** Potential Participants will access Grantee through either a 211-call referral or through an online portal application referral based on established qualifying criteria. Grantee will be able to screen applicants to determine eligibility using the program software.
 - 5.1 **Eligibility Documentation.** Grantee will contact eligible applicants to determine the process for receiving documentation demonstrating Participant's eligibility. Qualifying documentation provided to Grantee shall include: (i) a lease or landlord letter, (ii) utility bills, (iii) landlord address, (iv) IRS Form W9 tax information for the landlord, (v) copy of applicant's identification, and (vi) attestation or proof of applicant's income. All documents shall be vetted by Grantee following the guidelines outlined in UWMC's Fraud Prevention Policy and Landlord non-compliance procedures.
 - 5.2 **Grantee Activities.** In order to participate in this Grant Program, Grantee agrees to the following Grant Program requirements:
 - Participate in all software training and receive ongoing technical assistance;
 - Appoint staff to receive referrals, screen participants, provide case management support for participants and administer the benefits;
 - Meet weekly as needed with UWMC and other stakeholders to troubleshoot and address challenges;
 - Monitor referral emails and document when referrals result in rent and or utility assistance in the program software;
 - Offer to make Smart Referrals using Smart Referral software for clients to other needed Monterey County health and human services using the Smart Referral software; make best effort to provide at least one third of program beneficiaries with Smart Referrals. Follow up on Smart Referrals to ensure referrals result in services.
 - Develop a process for receiving and verifying documents from potential participants;
 - Store residents' documents in agency's files (electronic or hard copy) system for a minimum of 5 years.
 - Document the amount paid, the payee type, category of assistance, months in arrears and prospective benefits paid, check numbers, payment dates, and the funding source in the program software;
 - Participate in monthly Active Referral Network meetings; and

- Maintain up to date program and email address contact information in the 211 iCarol database.
6. **Required Reports.** Grantee is responsible for maintaining books and records of all Grant Funds received and the expenses incurred until all requirements under this Agreement have been fulfilled and will provide additional detail to UWMC within ten (10) days upon request by UWMC. Grantee shall file with UWMC monthly reports on progress towards Grantee requirements under this Agreement and a final report.
- 6.1 **Monthly Report.** Grantee shall report monthly by ensuring payment data is entered into the program software no later than five (5) business days after payment to client is made. Monthly reports generated from the program software and from the Smart Referral Software shall include the following information:
- The number, type and date of payments made;
 - The number of Smart Referrals made to other local health and human services
 - The number of Smart Referrals made to other health and human services that result in services
 - The dollar amount of payments made per benefit: Rent, Internet, Other Housing, and/or Utility Assistance;
 - Landlord and/or utility provider contact information;
 - Number of months and amounts of arrears and future rent provided;
- 6.2 **Monthly Cost Reimbursement Request.** Not later than the eighth (8th) day of each month, Grantee shall email to UWMC a request for Indirect Assistance cost reimbursement using the template provided by UWMC. Grantee shall also include compelling success stories and personal accounts of how this Grant Program has helped to support low income households.
- 6.3 **Final Report.** Grantee shall submit a final report to UWMC not later than **June 30, 2023.** The final report shall provide cumulative results data and include the following:
- Lessons learned and organizational/programmatic changes made as a result of this work;
 - Challenges highlighted and recommendations to address in future activities;
 - Description of the most significant result achieved through the program; and
 - A detailed account showing how Grant Funds were distributed and expended based upon the budget Grantee submitted with its proposal.
7. **Confidentiality and Privacy.** Each party recognizes the importance of the other party's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical and valuable to their respective businesses and that neither party would enter into this Agreement without assurance that such information will be distributed only on a need to know basis and will be protected at least at the same level as the party uses to project 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. Neither party shall include any Participant Protected Health Information when making referrals. Refer to Attachment D for HIPAA compliance certification. By entering into this Agreement, Grantee agrees to the terms and conditions of the HIPAA Certification attached as Attachment D to this Agreement and incorporated by this reference.

8. **Data Sharing**. United Way Monterey County's Smart Referral Software is a resource, information, and referral hub that connects individuals with health and social services, insurance, financial aid, debt and tax preparation, counseling, housing, food, transportation, employment and job training, disaster relief and other service providers. Network partners have access to dashboards where they can respond to referrals received, monitor the services, keep track of outcome improvements, and run reports. Client personal and demographic information is stored in the Amazon Web Services database.
 - 8.1 **Smart Referral Software Data Sharing and User Agreement**. By entering into this Agreement, Grantee agrees to utilize the Smart Referral Software system and agrees to the terms and conditions of the Smart Referral Software Data Sharing and User Agreement attached as **Attachment B** to this Agreement and incorporated by this reference.
 - 8.2 **Referral Consent**. Before referrals can be made to a Grantee, an applicant must sign or indicate referral consent. This form is available in English and Spanish on the Smart Referral site and can be signed online. See **Attachment D** for a copy of the referral consents. Participants can provide verbal approvals to program staff.
9. **Media and Marketing**. 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 when communicating about the services made possible by this Grant or doing interviews related to it. UWMC encourages Grantees to make announcements about this Grant award. UWMC also welcomes Grantee's 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 Agreement. UWMC may include information about this Grant in its periodic public records and may also refer to this Grant in press releases. By accepting these Grant Funds, Grantee agrees to such disclosures. Grantee shall maintain an up-to-date profile in the 211 Monterey County database. UWMC will use best efforts to provide appropriate marketing and outreach to spread awareness about the services Grantee is providing, in addition to listing service locations on the UWMC website.
10. **Organizational Excellence**. Grantee shall:
 - 10.1 Complete periodic financial audits by an independent, certified public accountant. Audits must document financial management in accordance with recognized and accepted accounting principles. Generally, audits must be conducted annually, no later than six (6) months after the close of Grantee's fiscal year.
 - 10.2 Maintain a non-discrimination policy in compliance with applicable federal, state and local laws, and provide a copy of this policy to UWMC as requested.
 - 10.3 Retain financial responsibility for its affairs, including all financial obligations, fiscal solvency, and any deficits it may incur.
 - 10.4 Notify UWMC, in writing, of significant changes in the Grantee's senior or programmatic leadership, including executive staff, and Board of Directors within fifteen (15) days of said changes and/or any investigation by any policy agency, government treasury

department investigation or any other regulatory agency investigation within fifteen (15) days of becoming aware of such investigation.

11. **Termination.** UWMC or Grantee shall have the right to terminate this Agreement without stating a cause or reason upon sixty (60) days' prior written notice to the other party. UWMC or Grantee shall have the right to terminate this Agreement upon thirty (30) days written notice in the event that the other party shall in any material way breach this Agreement or default in the performance of any of its obligations as described in this Agreement.

11.1 **Insolvency.** This 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.

11.2 **Repayment of Grant Funds.** UWMC reserves the right to require repayment of any unexpended Grants Funds if necessary, in UWMC's sole and absolute judgement, to comply with any law or regulation applicable to this grant. In this event, UWMC will notify Grantee in writing and provide an opportunity to respond.

12. **General Provisions.** Grantee shall not assign, subcontract, or transfer its interest or obligations under this Agreement. If any portion of this 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 this Agreement shall continue to be in full force and effect. This Agreement shall be governed by the laws of the State of California.

13. **Program Point of Contact.** The following individuals are the primary points of contact for the respective parties for this Grant Program under this Agreement.

<u>Party</u>	<u>Name</u>	<u>Contact Information</u>
UWMC	Kelly DeWolfe	kelly.dewolfe@unitedwaymcca.org
City of Salinas	Beatriz Trujillo-Ortega	beatrizt@ci.salinas.ca.us

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter, and supersedes all prior agreements, representations, and understandings. No modification of the Agreement shall be binding unless in writing and signed by the parties.

This Agreement is hereby executed by duly authorized officers of the parties and shall be effective upon signature of both parties with the Effective Date being the last date of signature.

UWMC

United Way Monterey County

DocuSigned by:
By: Katy Castagna
Katy Castagna, President and CEO

Date: 11/22/2021 | 11:15 AM PST

GRANTEE

City of Salinas

DocuSigned by:
By: Steve Carrigan
Steven Carrigan, City Manager

Date: 11/21/2021 | 10:29 AM PST

APPROVED AS TO FORM:

DocuSigned by:
By: Christopher A. Callihan
Christopher A. Callihan
City Attorney

Date: 11/21/2021 | 8:36 AM PST

Address for notice:

Unite Way Monterey County
Attn: President and CEO
60 Garden Court, Suite 350
Monterey, CA 93940

Address for notice:

City of Salinas
Attn: Megan Hunter
65 W Alisal St
Salinas, CA 93901

ATTACHMENT B

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

By entering into the **Community Impact Grant Agreement**, UWMC and Grantee (“Partner” in this User Agreement) do hereby mutually agree to the following terms and conditions of this Smart Referral Software Data Sharing and User Agreement (“User Agreement”). 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 its respective businesses and that neither party would enter into this User Agreement without assurance that such information will be distributed only on a need to know basis and will be protected at least at the same level each party uses to project its own confidential information. Pursuant to this User Agreement, 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 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 related to PII under this User Agreement, UWMC shall:
 - a. Notify Participant of such event within twenty-four (24) hours of discovery;
 - b. To the extent Provider has an independent legal obligation, assume direct responsibility for informing and notifying affected individuals and appropriate authorities in accordance with applicable law; and
 - c. Provide Participant with a copy of any notification(s) to affected individuals and appropriate authorities (“Notification of PII Event”).

2. **Obligations of Smart Referral Partner Agency.**
 - a. Partner owns and maintains their client data that will be located in Amazon Web Services in the SRN software System.
 - b. Respond to Participant’s personal information requests.
 - c. Identify the case managers and team members to be provided access to the SRN software System for collaboration purposes.
 - d. Review Participant Referral Authorization & Consent to Release of Information document with clients
 - e. Ensure agency clients sign referral authorization form

3. **Data Access, Acquisition, and Requirements.** The Smart Referral Partner, will be able to access the software and run reports on the following client level information:
 - # and type of referrals received and made by individual staff members
 - # and type of referrals that lead to services
 - # 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)
 - Client referrals and client service history
 - Client demographic information

4. **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 Smart Referral system, Data exchanged and/or, viewed, accessed or downloaded to the partners electronic system from the Smart Referral Network. Participant

will maintain reasonably detailed logs and records of its Authorized Users, notify United Way Monterey County 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.

5. **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 Participant 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 written request. UWMC shall not be liable for any delays caused by the failure of Partner to provide qualified personnel, systems and software to permit Data to be transmitted securely to the Smart Referral Software.
6. **Onboarding:** The parties shall meet and mutually agree to an onboarding and implementation schedule within thirty (30) days of execution of this DUA, 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>
UWMC Onboarding Mgr.	Josh Madfis	Josh.madfis@unitedwaymcca.org
Authorized User Administrator	Josh Madfis	Josh.madfis@unitedwaymcca.org
Partner Onboarding Mgr.	Rod Powell	rodpc@ci.salinas.ca.us
Authorized User Administrator	Beatriz Trujillo	beatrizt@ci.salinas.ca.us

7. **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 below) will provide access to and/or transmit the Data indicated, 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; (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 agreement.

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 Smart Referral Software: View, Download and Enter Data, permits the Partner to retrieve Data from and enter Data into the Smart Referral software Database.

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:

ATTACHMENT C

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 Active 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 l 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 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, and contact information. We will share this information with our partner organizations, who use it to find a service for which you are eligible. 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, to restrict release of your information to certain member organizations, and to revoke your referral authorization and consent to release of information at any time. To revoke your authorization please contact the person who made the original referral for you.

Service providers are able to see 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.

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: _____

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 una de nuestras organizaciones asociadas que son miembros de Monterey County Active Referral Network, y (ii) obtener su consentimiento para divulgar cierta información personal a la organización a la que lo refieran.

The Monterey County Smart Referral Network (The Network) 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 de el condado de Monterey. The Network hace referencias en línea a través de una base de datos de búsqueda gratuita. The Network 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. The Network 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 una organización asociada de The Network 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. Compartiremos esta información con nuestras organizaciones asociadas, y puede esperar que una o más organizaciones de The Network 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 The Network, a restringir la divulgación de su información a ciertas organizaciones asociadas y a revocar su autorización de referencia y consentimiento para divulgar información en cualquier momento. Para revocar su autorización, comuníquese con la persona que originalmente hizo la referencia por usted.

Los proveedores de servicios podrán ver los servicios que ha recibido y el progreso que ha realizado en su movilidad económica. Esto ayuda a informar cualquier servicio adicional que pueda necesitar y permite que los proveedores de servicios trabajen juntos para garantizar que acceda a los servicios más apropiados.

Al firmar a continuación, autorizo referencias a organizaciones asociadas de The Network 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.

Agencia de referencia : _____

Nombre del Cliente: _____

Fecha: _____

Firma del Cliente: _____

ATTACHMENT D

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

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

II. CONFIDENTIALITY REQUIREMENTS

(a) Grantee 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 is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement, (if consistent with this Certification and the HIPAA

Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; 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 grantee on behalf of United Way 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, 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) Grantee 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 relationship. For purposes of this Certification and the Agreement, data aggregation services means combining Protected Health Information by grantee with the protected health information received by grantee in its capacity as grantee of another United Way, to permit data analyses related to health care operations of the respective covered entities.

(c) Grantee will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit grantee's records and practices related to use and disclosure of Protected Health Information to ensure compliance with the terms of the HIPAA Privacy Rule. Grantee 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, Grantee 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

Grantee agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Grantee 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. Grantee agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by 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 determines that grantee has violated any material term of this Certification and/or the Agreement. If United Way reasonably believes that grantee will violate a material term of this Certification and/or the Agreement and, where practicable, United Way 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 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 shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of 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.

The parties agree that, in the event that any documentation of the arrangement pursuant to which grantee provides services to United Way 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.