

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### WORKPLAN – ROUND 1 STATE & FEDERAL FUNDING

#### A. PURPOSE

- A.1 The purpose of Monterey County SB91 Emergency Rental Assistance Program (MC ERAP) is to distribute funding to provide rental and utility assistance to low-income eligible households located in Monterey County that are facing housing instability because of loss or reduction in income due to the COVID-19 crisis. The County has partnered with United Way Monterey County (UWMC) to administer the funds on behalf of the County through a network of providers. This Workplan serves as MC ERAP’s program guidelines. UW MCERAP will maintain the workplan based on the most up to date Federal and State guidelines.
- A.2 UWMC will subcontract providers to process applications, collect documentation, and process payment while UWMC is providing technical support, use of software, and training. The list of funded providers is defined as a ‘Participating Agency’ and can be found on the SB 91 ERAP Participating Agencies document (Appendix A). Any potential applicant to the program is defined as ‘Applicant’ and could include landlords and individuals who are applying to benefit from this program.
- A.3 Participating agencies will utilize the Smart Referral Network (SRN) and as of January 17<sup>th</sup>, 2022, will utilize Neighborly Software to enroll applicants into the ERAP Program, process applications, and send payments to the identified recipients. UWMC will provide training on SRN/Neighborly, program requirements, duplicate prevention practices, prioritization of applications policy, and fraud prevention to ensure consistent treatment of applicants and to avoid duplication of applicant information and/or benefits received.

#### B. AUTHORITY

- B.1 On December 27, 2020, the Consolidated Appropriations Act (2021) (Pub.L. No. 116-260) was signed into law. Section 501 of Division N of the Act established the federal Emergency Rental Assistance Program (ERAP), and authorized the allocation of funds to states, units of local government, tribal communities, and territories.
- B.2 California Senate Bill No. 91 (January 2021) (SB 91) established the State of California’s program for administering and distributing rental assistance funds. SB 91 added Chapter 17 (commencing with Section 50897) to Part 2 of Division 31 of the Health and Safety Code. Health and Safety Code section 50897.1, subdivision (a)(1) authorizes the California Department of Housing and Community Development (HCD) to administer the funds in accordance with state and federal law.
- B.3 California Assembly Bill No. 832 (June 2021) expanded existing law that established the emergency rental assistance program, using funding made available pursuant to the federal Consolidated Appropriations Act, 2021 (CAA), administered by HCD. AB 832 specifies requirements for Round 1 and Round 2 of Emergency Rental Assistance funding. AB 832 establishes assistance for eligible households’ unpaid rent arrears incurred on or after April 1, 2020, at 100% of the eligible household’s monthly rent. This bill establishes assistance levels for

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prospective rent payments for eligible households be set at 100% of the eligible household's monthly rent. Landlords and tenants that were paid at an 80% or 25% reimbursement under SB 91 can be reimbursed the remaining balance of either 20% or 75% (effectively "topping off" relative prior limits) to reach AB 832's allowable reimbursement level of 100%.

- B.4 AB 832 (Section 1179.12.) requires each government rental assistance program to develop court coordination measures no later than September 15, 2021. These mechanisms include, but are not limited to, telephone or online access, through which landlords, tenants, and the court may do both of the following:
- a. Verify the status of an application for rental assistance based upon the property address and a unique application number.
  - b. Obtain copies of any determination on an application for rental assistance. A determination shall indicate all the following: the name of the tenant that is the subject of the application, the address of the property that is the subject of the application, and whether the application has been approved or denied. If the application has been approved, then the amount of the payment that has been approved and the period and type of rental debt to which the amount corresponds. If the application has been denied, **the reason for the denial, which shall be any of the following:** the tenant is ineligible for government rental assistance; the government rental assistance program no longer has sufficient funds to approve the application; or the application remained incomplete 15 days, excluding Saturdays, Sundays, and other judicial holidays, after it was initially submitted because of failure on the part of the tenant to provide required information.
- B.5 AB 832 extends eviction protections through March 30, 2022 for any applicant who applied before September 30, 2021. Subsequently, on March 31, 2022, the California legislature approved Assembly Bill (AB) 2179, **extending the state's eviction moratorium through June 30, 2022 for certain tenants who have applied for rental assistance on or before March 31, 2022.**
- a. AB 832 states: "If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment."
  - b. AB832 states that it: "does not alter a city, county, or city and county's authority to extend, expand, renew, reenact, or newly adopt an ordinance that requires just cause for termination of a residential tenancy or amend existing ordinances that require just cause for termination of a residential tenancy, consistent with subdivision (g) of Section 1946.2, provided that a provision enacted or amended after August 19, 2020, shall not apply to rental payments that came due between March 1, 2020, and March 31, 2022."
  - c. Assembly Bill 2179 prevents landlords from evicting tenants who are still waiting to receive rental assistance, through June 30. To obtain a judgment for eviction (unlawful detainer) based on a demand for transition period or

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recovery period rental debt, the landlord must have applied for emergency rental assistance prior to April 1, 2022. Or, neither the landlord nor the tenant submitted an application for emergency rental assistance to cover the unpaid rent amount owing prior to March 31, 2022. Link to AB 2179: [https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202120220AB2179](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB2179)

- C. DESCRIPTION** ERAP will assist low-income families adversely impacted or at risk of being homeless due to the COVID-19 crisis. The program utilizes the existing structure and network of UWMC’s 2-1-1 service to collaborate with community partners in the disbursement of \$28,531,223 State and Federal funding. All Monterey County residents can call 2-1-1 Monterey County System to inquire about rental assistance and eligibility for the ERAP program. Trained and certified call specialists will quickly assess applicant eligibility for the ERAP Program and if an applicant is eligible, the call specialist will provide an ERAP referral to a participating agency. If the caller does not qualify for ERAP assistance, the call specialist will refer the caller to the appropriate local service provider for rent and utility assistance relief.
- C.1 The MC ERA Program is funded through a combination of these federal and state funds. UWMC has received \$12,898,602.00 in federal funds and \$15,383,234.00 in state funds for a total allocation of \$28,281,836.00 to administer the ERAP program. More details can be found on MC ERAP Spending Projections Workplan (Appendix B).
- D. SCHEDULE**
- D.1 The program is scheduled to launch on March 15, 2021 and run until available funds are fully expended, not later than September 30, 2022
- D.2 The program will maintain specific expenditure benchmark dates throughout the course of the program term to meet “best effort” state and required federal spending deadlines. Benchmarks include:
- a. 65% of State block grant funding be obligated by June 1, 2021
  - b. 100% of State block grant funds is expended by September 30, 2022
  - c. 65% of Federal funds is obligated by September 30, 2021
  - d. 100% of Federal funds is expended by September 30, 2022
- E. PROCESS**
- E.1 Applicants can apply through UWMC’s online application on the UWMC website, with an agency directly, or through 211 to speak to a trained Call Specialist. In response to limited funding, MC ERAP began a waitlist on January 19, 2022, and instituted a prioritization policy. Once the program fully obligated state and federal funding, MC ERAP stopped taking new applications and requests for additional assistance on April 15, 2022.
- a. Per the prioritization policy effective on January 21st, 2022, the program is prioritizing rental arrears over future rent payments and utility payments.

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- Those requesting future rent payments, or past due or future utilities will be placed on a waitlist and cannot be guaranteed funds.
- b. The program stopped accepting new applications and additional requests for assistance beginning April 15, 2022, due to having fully obligated funds.
  - c. Applications submitted after January 18<sup>th</sup> were placed on a waiting list and will be processed based on funding availability and prioritization policy.
  - d. To prioritize and ensure fairness, applicants who are unresponsive after three (3) attempts via phone or email or after 10 business days will be placed on our unresponsive list. Any application placed on this list cannot be guaranteed assistance. Please view our **prioritization policy on page 35**.
- E.2 211 Call Specialists screen applicants who are inquiring about rental assistance to determine eligibility for the ERAP Program. If determined eligible for the ERAP Program, 211 Call Specialists refer the applicant to the appropriate participating agency or jurisdiction through United Way’s Neighborly software. Participating Agency-trained staff receive the referrals through Neighborly and are responsible for accepting new applications and contacting the applicant to obtain required documents and to complete the rental assistance application. Applicants can provide documents when they apply through the online portal or can provide documentation to the Participating Agency via email, in person, fax, or mail demonstrating their eligibility by verifying their identity, residence, landlord-renter relationship, and the amount of rent and/or utilities owed. The eligibility requirement for Covid-19 Financial Distress is attested to by the applicant during the application process and no additional documentation is required.
- E.3 Landlords can apply on behalf of their tenant(s) through an online portal and will be contacted by a specific partner agency that is working only with landlord-initiated applications. Once landlords provide their information, tenants and landlords will be contacted and the same process applies regarding eligibility, required documentation, and prioritization of assistance. **Please note:** The program is no longer accepting new Landlord applications or requests for additional assistance as of April 15<sup>th</sup>, 2022. MC ERAP has fully obligated funds. All waitlisted applications submitted before April 15<sup>th</sup>, 2022 will be addressed pending funding availability.
- a. Per the prioritization policy effective on January 21st, 2022, the program is prioritizing rental arrears over future rent payments and utility payments. Those requesting future rent payments, or past due or future utilities will be placed on a waitlist and cannot be guaranteed funds.
  - b. The program stopped accepting new applications and additional requests for assistance beginning April 15, 2022, due to having fully obligated funds.
  - c. Applications submitted after January 18<sup>th</sup> were placed on a waiting list and will be processed based on funding availability and prioritization policy.
  - d. To prioritize and ensure fairness, applicants who are unresponsive after three (3) attempts via phone or email or after 10 business days will be placed

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- on our unresponsive list. Any application placed on this list cannot be guaranteed assistance. Please view our **prioritization policy on page 35.**
- E.4 Participating agencies verify documents by checking for accurate and consistent information between landlord and tenant documents and by contacting the County Assessor’s office to confirm residence and landlord ownership. Verified documents are kept by the participating agency in a secure file which may be hard copy or digital and is to be made available to United Way upon request.
- E.5 To prevent duplication of an applicant file, each applicant is identified through their legal name, social security number, and date of birth. Duplicate applications can be identified by running a duplicate Social Security Number, Address or Phone Number report through Neighborly. Additionally, new applications with duplicate SSNs are flagged by the software so that reviewers can easily identify duplicates. All Participating Agencies are required to utilize Neighborly software to document applicant payment. Once an applicant has been referred to a Participating Agency, they cannot be paid by another agency, preventing them from receiving assistance twice. UWMC has also created a duplicate prevention policy for the Neighborly software, which are steps that each Participating Agency can take to prevent duplicate referrals. **Please view the duplicate prevention policy on page 38.**
- E.6 Participating agencies pay landlords and/or utility companies directly by issuing a check for the amount provided by landlord and tenant documents. If the landlord does not cooperate by providing necessary documentation within 21 days or three attempts for outreach, the Participating Agency may pay the tenant directly. For more information, please view the **landlord noncooperation procedure on page 36.** Participating agencies are required to make Smart Referrals to other relevant health and human services on behalf of residents, when applicable, using the SRN software. Participating Agencies will report all payments and applicant information via United Way’s Neighborly software, which provides reporting that aligns with all requirements associated with Consolidated Appropriations Act, SB91, and in the interpretive guidance and guidelines issued by the U.S. Treasury and the Department, respectively. **Notification: Participating Agencies must notify both tenant and landlords of benefits received, denials, or ineligibility findings.**
- E.7 **APPEALS PROCESS:** Tenants that are deemed ineligible for the program or believe they were treated unfairly during the application process can appeal by calling United Way Monterey County or by filling out an appeal form on the Monterey County Rent and Utility Assistance website. UWMC will process the form and review the appeal with a panel of UWMC and County of Monterey staff to determine whether the tenant is eligible or ineligible for the program. The appeals process can take 4-6 weeks for review. This timeline depends on tenant/landlord cooperation and lack of response can delay the process.
- E.8 **COURT COORDINATION PROCESS:** Tenants, landlords, and court representatives can check the status of an application by logging in at MCrenthelp.com. Applicants are assigned a unique case ID number, to check the application status

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and to regulate privacy concerns for the applicant. Court representatives can call 2-1-1 and work with a call specialist to access application status for court coordination measures.

E.9 **HOUSING STABILITY SERVICES:** Under ERA1, Emergency Rental Assistance Funds may be used to provide eligible households with case management and other services related to the Covid-19 pandemic, as defined by the Secretary, intended to keep households stably housed. Such services may include, among other things, eviction prevention and eviction diversion programs; mediation between landlords and tenants; housing counseling; fair housing counseling; housing navigators or promotoras that help households access ERA programs or find housing; case management related to housing stability; housing-related services for survivors of domestic abuse or human trafficking; legal services or attorney's fees related to eviction proceedings and maintaining housing stability; and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.

- a. MC ERA Program utilizes housing stability services by providing system navigation services through a contract with a local organization, Mujeres de Accion. Mujeres de Accion deploys Community Health Workers into targeted communities to provide community outreach and program information and to assist existing applicants in compiling required documentation, understanding program guidelines, and assisting them through the process. Additionally, systems navigation and outreach/application support are provided through housing stability grants to Communities Organized for Relational Power and Action (COPA) and legal support/training is provided by a housing stabilization grant to the Watsonville Law Center.
- b. Applicants on the waiting list are the focus of targeted outreach by Community Health Workers who will offer case management and referrals to services such as legal assistance, housing, and financial resources offered in the County. Access to these case workers is available for any ERAP recipient or current applicant by calling 211 or by visiting the United Way Monterey County Website. <https://www.unitedwaymcca.org/county-rent-and-utility>

#### E.10 **REPORTING**

- a. UWMC will report the following to the State weekly: tenant/landlord applications received, total expended in direct assistance, total obligated in direct assistance, tenant/landlord applications processed, tenant/landlord applications paid
- b. UWMC will report the following to CA HCD monthly: obligation and expenditure amounts by AMI, geography, and eligible uses

## F. **PROGRAM ELIGIBILITY**

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- F.1 An Applicant must reside within the boundaries of the County of Monterey (those residing in cities and jurisdictions with rental assistance programs will be assessed for local program eligibility first).
- F.2 **Required documents:** Following State guidelines, accepted ID documentation includes state identification card, a driver’s license, employment identification card, passport, permanent resident card, or Non US ID, driver’s license, or passport
- F.3 **INCOME ELIGIBILITY:** Applicants must meet one or both of the following income eligibility criteria to be eligible for ERAP funding. Program priority is given to households with income at or below 50% AMI, those facing eviction, who owe arrears, or are facing housing instability.
  - a. Households with incomes at or Below 80% Monterey County Area Median Income (AMI).
  - b. Household with incomes at or below 50% Monterey County Area Median Income (AMI), or households that have one or more individuals that have been unemployed for the 90-day period preceding the date of application.
  - c. *For applicants on the Wait List, refer to **Prioritization Policy (p. 35)**.*

<b>2021 Maximum Income Limits (80% of Area Median Income)</b>						
Program eligibility based on most up to date AMI calculation updated annually						
<b>Household</b>	<b>1 Person</b>	<b>2 People</b>	<b>3 People</b>	<b>4 People</b>	<b>5 People</b>	<b>6 People</b>
80% AMI	\$56,950	\$65,100	\$73,250	\$81,350	\$87,900	\$94,400

- F.4 **INCOME DOCUMENTATION:** Applicants can use the following options for income documentation
  - a. Current household tax returns, or
  - b. Pay stubs for all employed members of an Eligible Household (one month), or
  - c. Unemployment statements or benefits letters, or
  - d. Social Security and Social Security Disability Insurance statements or benefits letters, or
  - e. Documentation of current participation in any one of the below:
    - i. Medicaid, known as Medi-Cal in California
    - ii. Women, Infants, and Children (WIC) benefits
    - iii. Free and Reduced Lunch participation
    - iv. Supplemental Nutrition Assistance Program (SNAP), known as CalFresh in California
    - v. Food Distribution Program on Indian Reservations (FDPIR)
    - vi. Temporary Assistance for Needy Families (TANF), known as CalWORKs in California
    - vii. School Nutrition Programs (SNP), such as the Free and Reduced Lunch program for California families
    - viii. Subsidized housing (not including housing choice, project based, or Section 8 vouchers) that required income documentation as a condition of residency

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- ix. Any household income-based state or federally funded assistance program for low-income persons or households
  - x. Any locally operated assistance program for low-income persons or households that requires household income verification and uses federal income limits
  - f. For households that confirm that they have no source of income, and that cannot provide documentation to verify income or income eligibility, may complete a written attestation of no income, which must include an unsworn declaration under penalty to perjury.
  - g. When calculating income based upon a month of paystubs, the Participating Agency should make the assumption that the client will continue to be employed at the same rate through the end of the calendar year and calculate accordingly.
  - h. For more information on income calculation, please view our ***income calculation procedure on (page 41).***
- F.5 **LOSS OF INCOME:** Households where one or more household members is currently unemployed, and that member has been unemployed for 90 days or more, are also eligible for assistance. Examples of unemployment documentation:
- a. Letters of termination
  - b. Last-received pay stub with employer’s information
  - c. Evidence of application for unemployment benefits
  - d. Evidence of expired unemployment benefits, including unemployment benefits provided through the CARES Act
  - e. For self-employed persons, tax records, statements, or other documentation of loss of employment
  - f. Applicants who cannot provide documentation of unemployment should instead consider applying under the income eligibility criteria.
- F.6 **TYPES OF HOUSING:** In compliance with Treasury guidelines, MCERAP allows for the following eligible households to receive rental assistance:
- a. Mobile Homeowners if the eligible household rents a space for their home;
  - b. Eligible households who reside in hotels/motels;
  - c. Eligible households who are single family and multifamily tenants;
  - d. Eligible households who reside in house boats;
  - e. Eligible households who reside in subsidized housing or receive housing choice or other subsidized housing vouchers;
  - f. Eligible households who reside in rent-to-own units;
  - g. Eligible households who no longer reside, but still owe rent, at one of the housing types listed above
- F.7 **UTILITY ASSISTANCE**
- a. MCERAP provides utility assistance for all utility types, including, but not limited to refuse, electric, propane, solar, sewer, water
  - b. MCERAP provides internet assistance which is to be reported under “other housing” cost



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- c. Eligible households must provide an up-to-date utility bill
- d. Utility bills not in the applicant's name can be paid as long as the service address and the applicant's address are the same
- e. Up to 12 months of assistance for each utility is allowable per household
- f. Months covered per bill should be calculated based on the following formula: total due/ most recent month's cost = total number of months
- g. Utility providers participating in the program shall provide information to households regarding low-income assistance'

#### F.8 OTHER HOUSING COSTS:

MCERAP, in accordance with Treasury Guidelines and SB91 and AB832, provides other housing assistance for the following services:

- a. Motel/Hotel bills, up to 3 months;
- b. Deposit assistance for rehousing purposes;
- c. Internet bill costs

#### F.9 COLLABORATION WITH LANDLORD: Assistance should be paid directly to landlord, formal lease not required, however landlord must provide ID and tax info). Landlord must provide the following documentation:

- a. W9-Property tax statement
- b. Proof of ownership of property. Could be one of the following:
  - i. Property deed(s)
  - ii. Mortgage note(s)
  - iii. Copy of property insurance statements
- c. Lease or rental agreement reflecting renter's name, residence, address, monthly rent due, contact information for payment
- d. **Notification:** Upon payment of an application request, receipt should be issued to provide confirmation of payment and at a minimum include amount of payment or forgiveness, if applicable, and the time period for which assistance was provided and a copy should be provided to both the landlord and eligible household
- e. If a landlord is unwilling to participate in the program, tenant must sign an attestation form stating they will pay the landlord within 15 days.
- f. For more information, please view landlord ***noncooperation policy (p.36)***.

#### G. PARTICIPATING AGENCY REQUIREMENTS

- G.1 No additional requirements beyond State and Federal requirements may be instituted by any Participating Agency.
- G.2 Participating Agencies must comply with UWMC's **nondiscrimination policy** and expectations as designed in section 10.2 of the Community Impact Grant Agreement (Appendix C).
- G.3 Participating Agencies must adhere to the program's payment procedures and documentation standards as outlined in Section 2. Use of Grant Funds, Section 4. Eligibility Requirements for Grant Funds Distribution, and Section 5. Participant Documentation/Grantee Required Activities of the Community Impact Grant Agreement (Appendix C).

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- G.4 Participating Agencies must adhere to the United Way Monterey County SB91 ERAP **Fraud Prevention and Recapture Policy** (Appendix C) and utilize UWMC’s Smart Referral software to track all payment and applications. The software creates a unique identifying number for each applicant in the system to prevent duplication of benefits and track payments issued to each applicant.
- G.5 **Policies and procedures to recapture illegitimate payments** is addressed within the United Way Monterey County SB91 ERAP Fraud Prevention and Recapture Policy (Appendix C).
- G.6 Participating agencies must retain all program documents including but not limited to direct financial assistance and administrative spending expense reports, eligibility documents, case notes, and records of payments to vendors. Each agency must sign a document retention letter provided by UWMC that these documents will be retained at minimum until June 30<sup>th</sup>, 2030.
- G.7 UWMC will run weekly reports and analyze data to identify red flags and work with grantees to ensure no duplication of service occurs.

#### H. PROGRAM LIMITS:

- H.1 Rent assistance may not exceed 15 months of assistance per tenant household.
- H.2 Utility assistance may not exceed 12 months of assistance per utility, per tenant household
- H.3 As funds become limited, the prioritization policy will guide processing applications on the waiting list
- H.4 Per the prioritization policy effective on January 21<sup>st</sup>, 2022, rent assistance for rental arrears may not exceed 12 month of assistance per tenant household.
- H.5 Rent and utility arrears must be paid before future payments.
- H.6 Per the prioritization policy, rent assistance for future rent may not exceed 3 months.
- H.7 Per the prioritization policy effective on January 21<sup>st</sup>, 2022, the program is prioritizing rental arrears over future rent payments and utility payments. Those requesting future rent payments, or past due or future utilities will be placed on a waitlist and cannot be guaranteed funds.
- H.8 The program stopped accepting new applications after April 15<sup>th</sup>, 2022, due to limited funds. Applications submitted after January 18<sup>th</sup> were placed on a waiting list and will be processed based on funding availability and prioritization policy. Please view our **prioritization policy on page 35**.
- H.9 Rent and utility bills are paid at 100%.
- H.10 To prioritize and ensure fairness, applicants who are unresponsive after three (3) attempts via phone or email or after 10 business days will be placed on our unresponsive list. Any application placed on this list cannot be guaranteed assistance.
- H.11 Please reference the **prioritization policy on page 35** for more information on application priority.

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#### I. PRIORITY OF FUNDING:

- I.1 Per the prioritization policy effective on January 21<sup>st</sup>, 2022, Applicants at immediate risk of homelessness or have rental arrears or have received an official eviction notice will be prioritized based on a point system. Please view the point system in the prioritization policy on page 36. Subgrantees are to score applications monthly and applicants that are not identified as priority cases are placed on a waiting list. Note: Per the prioritization policy effective on January 21<sup>st</sup>, 2022, the program is prioritizing rental arrears over future rent payments and utility payments. Those requesting future rent payments, or past due or future utilities will be placed on a waitlist and cannot be guaranteed funds. The program stopped accepting new applications after April 15<sup>th</sup>, 2022, due to limited funds. Applications submitted after January 18<sup>th</sup> were placed on a waiting list and will be processed based on funding availability and prioritization policy. To prioritize and ensure fairness, applicants who are unresponsive after three (3) attempts via phone or email or after 10 business days will be placed on our unresponsive list. Any application placed on this list cannot be guaranteed assistance. Please view our **prioritization policy on page 35**.
- I.2 As of January 18, 2022, applicants seeking additional payments must reapply through the online portal.
- I.3 Applicants below 50% AMI will be prioritized based on weighted application feature in Neighborly software that allows the Participating Agency to sort their applicants by income level. Rental Arrears will be paid before future rent.
- I.4 State and Federal Funds will only be utilized for eligible activities as outlined in SB91 and Consolidated Appropriations Act, 2021. Eligible Activities include rental arrears; prospective rent payments; utilities, including arrears and prospective payments for utilities; and other expenses as defined by the Consolidated Appropriations Act including items related to housing and incurred due directly or indirectly due to COVID-19. Such expenses include relocation expenses, which may include rental security deposits, and rental fees, which may include application or screening fees, if a household has been temporarily or permanently displaced due to the COVID-19 outbreak; reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19); and Internet service provided to the rental unit.
- I.5 Per our prioritization policy effective on January 21<sup>st</sup>, 2022, we will no longer be assisting with rental security deposits.
- I.6 Minimum 91.5% of State program funds and 90% of Federal program funds shall be used for direct relief payments of rent and utility assistance to landlords, utility providers, and/or qualifying applicants.
- I.7 No more than 10% of the program’s Direct Assistance funds shall be used for housing stabilization services.
- I.8 United Way Monterey County (UWMC) allocates a total 8.45% of the State Block Grant and 9.95% of the Federal Block Grant for UWMC and subcontractor program administration. The County Department of Social Services utilizes .05% of State and Federal grants for program administration.

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- I.9 Utility providers that apply for assistance must commit to providing information to all utility client households regarding low-income assistance or discount rate programs.

### WORKPLAN CHECKLIST – ROUND 1 STATE & FEDERAL FUNDING

The workplan serves as the program guidelines. The following summarizes program information and where it can be found in the workplan.

- **The program’s rollout schedule, which should include critical programmatic dates.**
  - ✓ Page 3, Section D
- **The program's fund deployment schedule.**
  - ✓ n/a program fully deployed and obligated
- **A list of the community partners the program utilizes and when, and a brief statement of how partners are being deployed.**
  - ✓ Page 27, Appendix A: Participating Agencies
- **Information regarding how the program meets the requirements outlined in the Consolidated Appropriations Act, SB 91, and the interpretive guidance and guidelines issued by the U.S. Treasury and HCD. This includes:**
  - *The page number(s) in the program’s guidelines that confirm the jurisdiction is complying with the eligibility criteria and priorities identified in SB 91 and the pages of the program’s guidelines that explain the jurisdictions additional prioritization, if applicable.*
    - ✓ Pages 5-6, Section F
  - *The page number(s) in the program’s guidelines that confirm that the jurisdiction is prioritizing rental arrears first.*
    - ✓ Page 11, Section I.1
  - *The page number(s) in the program’s guidelines that confirm that the program conforms to the compensation standards for both rental arrears and prospective payments established in SB 91.*
    - ✓ Page 9-10, section H
  - *The page number(s) in the program’s guidelines that confirm that the program does not add requirements that deter or prevent access.*
    - ✓ Page 9, Section G.1

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- *The page number(s) in the program’s guidelines that confirm that the program is utilizing State block grant funds only for eligible activities as outlined in SB 91 and the Consolidated Appropriations Act, 2021.*
  - ✓ Page 11 Section I.2
- *The page number(s) in the program’s guidelines that confirm that the program utilizes no more than 10 percent of the rental assistance funds in the program administrative set-aside to provide housing stabilization services.*
  - ✓ Page 11, Section I.4
- *The page number(s) in the program’s guidelines that confirm that the program utilizes no more than 8.5 percent of the block grant award for administrative costs.*
  - ✓ Page 8, Section I.8
- *The page number(s) in the program’s guidelines that confirm that the program provides notification to eligible households, eligible landlords, and utility providers in accordance with the Consolidated Appropriations Act, SB91, and HCD guidelines.*
  - ✓ Page 4, section E.5
- *The page number(s) in the program’s guidelines that confirm that the program requires utility providers participating in the program to provide information to households regarding low-income assistance.*
  - ✓ Page 11, Section I.6
- *The page number(s) in the program’s guidelines that confirm that the program complies with the reporting requirements set forth in the Act, in SB91, and in the interpretive guidance and guidelines issued by the U.S. Treasury and the Department, respectively.*
  - ✓ Page 5, section E.5
- *The page number(s) in the program’s guidelines that demonstrate the key documents the program is requiring applicants to produce to provide, including Income documentation requirements and standards, occupancy documentation requirements and standards, and requirements and standards for documentation of rental arrears.*
  - ✓ Page 7-8, Sections F.3-5
- *The page number(s) in the program’s guidelines that demonstrate the program’s non-discrimination policies and procedures.*
  - ✓ Page 9, Section G.2
  - ✓ Page 48 Section 10.2

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### WORKPLAN – ROUND 1 STATE & FEDERAL FUNDING

- *The page number(s) in the program’s guidelines that demonstrate the program’s duplication of benefits tracking and reporting plan.*
    - ✓ Page 39, UWMC Fraud Prevention and Recapture Policy
  - *The page number(s) in the program’s guidelines that demonstrate the program’s payment procedures and documentation standards.*
    - ✓ Pages 48 10.2
  - *The page number(s) in the program’s guidelines that demonstrate the program’s fraud prevention and misinformation policies and procedures.*
    - ✓ Page 37, UWMC Fraud Prevention and Recapture Policy
  - *The page number(s) in the program’s guidelines that demonstrate the program’s policies and procedures for the recapture of illegitimate payments.*
    - ✓ Page 39, UWMC Fraud Prevention and Recapture Policy
- **HCD Programmatic staff approved the workplan before developing and executing the standard agreement process with Monterey County. For more information on conforming programs, please visit <https://www.hcd.ca.gov/grants-funding/active-funding/erap/docs/state-rental-assistance-program-general-info-and-guidance-to-web.pdf>**

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### WORKPLAN – ROUND 2 STATE & FEDERAL FUNDING

#### A. PURPOSE

- A.1 The purpose of Monterey County Emergency Rental Assistance Program (MC ERAP) is to distribute funding to provide rental and utility assistance to low-income eligible households located in Monterey County that are facing housing instability because of loss or reduction in income, directly or indirectly, during or due to the COVID-19 crisis. The County has partnered with United Way Monterey County (UWMC) to administer the funds on behalf of the County through a network of providers. This Workplan serves as MC ERAP's program guidelines. UW MCERAP will maintain the workplan based on the most up to date Federal and State guidelines.
- A.2 UWMC subcontracts providers to process applications, collect documentation, and process payment while UWMC is providing technical support, use of software, and training. The list of funded providers is defined as a 'Participating Agency' and can be found on the ERAP Participating Agencies document (Appendix A). Any potential applicant to the program is defined as 'Applicant' and could include landlords and individuals who are applying to benefit from this program. Participating agencies will utilize the Smart Referral Network (SRN) and as of January 17<sup>th</sup>, 2022, will utilize Neighborly Software to enroll applicants into the ERAP Program, process applications, and send payments to the identified recipients. UWMC will provide training on SRN/Neighborly, program requirements, duplicate prevention practices, prioritization of applications policy, and fraud prevention to ensure consistent treatment of applicants and to avoid duplication of applicant information and/or benefits received.

#### B. AUTHORITY

- B.1 The American Rescue Plan Act (March 2021) appropriate a second round of funding for the Emergency Rental Assistance Program resulting in an additional \$22,317,870 for the Monterey County Emergency Rental Assistance Program.
- B.2 **Round 1:** On December 27, 2020, the Consolidated Appropriations Act, 2021 (Pub.L. No. 116-260) (the Act) was signed into law. Section 501 of Division N of the Act established the federal Emergency Rental Assistance Program (ERAP), and authorized the allocation of funds to states, units of local government, tribal communities, and territories.
- a. California Senate Bill No. 91 (2021-2022 Reg. Sess) (SB 91) established the State of California's program for administering and distributing rental assistance funds. SB 91 added Chapter 17 (commencing with Section 50897) to Part 2 of Division 31 of the Health and Safety Code. Health and Safety Code section 50897.1, subdivision (a)(1) authorizes the California Department of Housing and Community Development (Department) to administer the funds in accordance with state and federal law.
  - b. California Assembly Bill No. 832 9) extended existing law that established the emergency rental assistance program, using funding made available pursuant to the federal Consolidated Appropriations Act, 2021

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

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(Appropriations Act), administered by HCD. AB 832 specifies requirements for Round 1 and Round 2 funds, as defined. AB 832 sets the compensation for an eligible household's unpaid rental debt accumulated on or after April 1, 2020 at 100%. This bill requires funds be used to provide assistance for prospective rent payments for an eligible household to be set at 100% of the eligible household's monthly rent. Landlords and tenants that were paid at an 80% or 25% reimbursement will need to be reimbursed the remaining balance of 20% or 75% ("topped off") for complete reimbursement of 100%.

- c. AB 832 (Section 1179.12.) requires each government rental assistance program to develop court coordination measures no later than September 15, 2021. These mechanisms include, but are not limited to, telephone or online access, through which landlords, tenants, and the court may do both of the following:
  - i. Verify the status of an application for rental assistance based upon the property address and a unique application number.
  - ii. Obtain copies of any determination on an application for rental assistance. A determination shall indicate all of the following: the name of the tenant that is the subject of the application, the address of the property that is the subject of the application, and whether the application has been approved or denied. If the application has been approved, then the amount of the payment that has been approved and the period and type of rental debt to which the amount corresponds. If the application has been denied, the reason for the denial, which shall be any of the following: the tenant is ineligible for government rental assistance, the government rental assistance program no longer has sufficient funds to approve the application, or the application remained incomplete 15 days, excluding Saturdays, Sundays, and other judicial holidays, after it was initially submitted because of failure on the part of the tenant to provide required information.

B.3 **Round 2:** On March 11, 2021, the American Rescue Plan Act of 2021 (Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2) was enacted to provide funds directly to states, U.S. territories, local governments, and (in the case of ERA1) Indian tribes. Grantees use the funds to provide assistance to eligible households through existing or newly created rental assistance programs. The MC ERA2 Program is funded through a combination of these federal and state funds. UWMC has received \$10,196,112.00 in federal funds and \$12,088,005.00 in state funds for a total allocation of \$22,284,117 to administer the ERAP program. More details can be found on MC ERAP Spending Projections Workplan (ATTACHMENT).

I.10 AB 832 extends eviction protections through March 30, 2022, for any applicant who applied before September 30, 2021. Subsequently, on March 31, 2022, the California legislature approved Assembly Bill (AB) 2179, **extending the state's**



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eviction moratorium through June 30, 2022 for certain tenants who have applied for rental assistance on or before March 31, 2022.

- a. AB 832 states: “If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.”
- b. AB 832 states that it: “does not alter a city, county, or city and county’s authority to extend, expand, renew, reenact, or newly adopt an ordinance that requires just cause for termination of a residential tenancy or amend existing ordinances that require just cause for termination of a residential tenancy, consistent with subdivision (g) of Section 1946.2, provided that a provision enacted or amended after August 19, 2020, shall not apply to rental payments that came due between March 1, 2020, and March 31, 2022.”
- c. Assembly Bill 2179 prevents landlords from evicting tenants who are still waiting to receive rental assistance, through June 30. To obtain a judgment for eviction (unlawful detainer) based on a demand for transition period or recovery period rental debt, the landlord must have applied for emergency rental assistance prior to April 1, 2022. Or, neither the landlord nor the tenant submitted an application for emergency rental assistance to cover the unpaid rent amount owing prior to March 31, 2022. Link to AB 2179: [https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202120220AB2179](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB2179)

#### C. DESCRIPTION

- C.1 MC ERA2 will assist low-income households that have qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly, or indirectly, to the coronavirus pandemic. The program utilizes the existing structure and network of UWMC’s 2-1-1 service to collaborate with community partners in the disbursement of \$22,284,117 of State and Federal funding. All Monterey County residents can call 2-1-1 Monterey County System to inquire about rental assistance and eligibility for the ERAP program. Trained and certified call specialists will quickly assess applicant eligibility for the ERAP Program and if an applicant is eligible, the call specialist will provide an ERAP referral to a participating agency. If the caller does not qualify for ERAP assistance, the call specialist will refer the caller to the appropriate local service provider for rent and utility assistance relief.

#### D. SCHEDULE

- D.1 The program launched on October 15, 2021, and run ***until available funds are fully expended***, not later than September 30, 2025.

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- D.2 The program will maintain specific expenditure benchmark dates throughout the course of the program term to meet required state and federal spending deadlines. Benchmarks include:
- a. 75% obligation of first tranche ERA 2 state block grant by October 31, 2021
  - b. 50% obligation of total ERA 2 state block grant awarded by January 31, 2022
  - c. 50% obligation of total ERA 2 federal allocation of funds no later than March 31, 2022.
- D.3 **REALLOCATION OF FUNDS:** Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).

### E. PROCESS

- E.1 Applicants can apply through UWMC’s online application on the UWMC website, with an agency directly, or through 211 to speak to a trained Call Specialist. 211 Call Specialists screen applicants who are inquiring about rental assistance to determine eligibility for the ERAP Program. If determined eligible for the ERAP Program, 211 Call Specialists refer the applicant to the appropriate participating agency or jurisdiction through United Way’s Neighborly software. Participating Agency-trained staff receive the referrals through Neighborly and are responsible for accepting new applications and contacting the applicant to obtain required documents and to complete the rental assistance application. Applicants can provide documents when they apply through the online portal or can provide documentation to the Participating Agency via email, in person, fax, or mail demonstrating their eligibility by verifying their identity, residence, landlord-renter relationship, and the amount of rent and/or utilities owed. The eligibility requirement for Covid-19 Financial Distress is attested to by the applicant during the application process and no additional documentation is required.
- E.2 As of January 18, 2022, applicants seeking additional payments must reapply through the online portal.
- E.3 Landlords can apply on behalf of their tenant(s) through an online portal and will be contacted by a specific partner agency that is working only with landlord-initiated applications. Once landlords provide their information, tenants and landlords will be contacted and the same process applies regarding eligibility, required documentation, and prioritization of assistance. Per the prioritization policy effective on January 21st, 2022, the program is prioritizing rental arrears over future rent payments and utility payments. Those requesting future rent

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- payments, or past due or future utilities will be placed on a waitlist and cannot be guaranteed funds. The program stopped accepting new applications after April 15<sup>th</sup>, 2022, due to limited funds. Applications submitted after January 18<sup>th</sup> were placed on a waiting list and will be processed based on funding availability and prioritization policy. Please view our prioritization policy on page 31.
- E.4 Applicants on the waitlist will be addressed as funds become available and as agencies work through list of applicants. To prioritize and ensure fairness, applicants who are unresponsive after three (3) attempts via phone or email or after 10 business days will be placed on our unresponsive list. Any application placed on this list cannot be guaranteed assistance.
- E.5 Landlord applications will no longer be accepted after April 15<sup>th</sup>, 2022.
- E.6 Please review our **prioritization policy on page 35**.
- E.7 Following State guidelines, accepted documentation includes, but is not limited to, a driver's license, employment identification card, IRS tax forms, such as 1099, 1040/1040A, W-2, recent paycheck stubs, current bank statements, lease agreement, rent due notices, and utility bills. The program accepted bank statements up until January 28<sup>th</sup>, 2022. After January 28<sup>th</sup>, 2022, bank statements are no longer accepted forms of income verification. Please view our **Income Verification Guidelines on Page 41**. Participating agencies verify documents by checking for accurate and consistent information between landlord and tenant documents and by contacting the County Assessor's office to confirm residence and landlord ownership. Verified documents are uploaded securely as 'files' into Neighborly, where both United Way Monterey County and the Participating Agency can view and edit documents and application status.
- E.8 To prevent duplication of an applicant file, each applicant is identified through their legal name, social security number, and date of birth. Duplicate applications can be identified by running a duplicate Social Security Number and/or address and/or Phone Number report through Neighborly. Our **duplicate policy can be found on page 38**. Additionally, new applications with duplicate SSNs are flagged by the software so that reviewers can easily identify duplicates. All Participating Agencies are required to utilize Neighborly software to document applicant payment. Once an applicant has been referred to a Participating Agency, they cannot be paid by another agency, preventing them from receiving assistance twice. UWMC has also created a duplicate prevention policy for the Neighborly software, which are steps that each Participating Agency can take to prevent duplicate referrals.
- E.9 Participating agencies pay landlords and/or utility companies directly by issuing a check for the amount provided by landlord and tenant documents. If the landlord does not cooperate by providing necessary documentation within 21 days or three attempts for outreach, the Participating Agency may pay the tenant directly. Participating agencies are required to make Smart Referrals to other relevant health and human services on behalf of residents, when applicable, using the SRN software. Participating Agencies will report all payments and applicant information via United Way's Neighborly software,

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which provides reporting that aligns with all requirements associated with Consolidated Appropriations Act, SB91, and in the interpretive guidance and guidelines issued by the U.S. Treasury and the Department, respectively.

**Notification: Participating Agencies must notify both tenant and landlords of benefits received, denials, or ineligibility findings.**

- E.10 **APPEALS PROCESS:** Tenants that are deemed ineligible for the program or believe they were treated unfairly during the application process can fill out our appeals form on our Monterey County Rent and Utility Assistance website. UWMC will process the form and review the appeal with a panel of UWMC and County of Monterey Staff to determine whether the tenant is eligible or ineligible for the program. The appeals process can take 4-6 weeks for review. The process can take longer depending on the level of applicant or landlord engagement.
- E.11 **COURT COORDINATION PROCESS:** Tenants, landlords, and court representatives can check the status of an application by logging in at [MCrenthelp.com](http://MCrenthelp.com). Applicants are assigned a unique case ID number, to check the application status and to regulate privacy concerns for the applicant. Court representatives can call 2-1-1 and work with a call specialist to access application status for court coordination measures.
- E.12 **HOUSING STABILITY SERVICES:** Under ERA2, Emergency Rental Assistance Funds may be used to provide eligible households with case management and other services intended to keep households stably housed. Such services do not have to be related to the Covid-19 pandemic and may include, among other things, eviction prevention and eviction diversion programs; mediation between landlords and tenants; housing counseling; fair housing counseling; housing navigators or promotoras that help households access ERA programs or find housing; case management related to housing stability; housing-related services for survivors of domestic abuse or human trafficking; legal services or attorney's fees related to eviction proceedings and maintaining housing stability; and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.
- a. MC ERA Program utilizes housing stability services by providing system navigation services through a contract with a local organization, Mujeres de Accion. Mujeres de Accion deploys Community Health Workers into targeted communities to provide community outreach and program information and to assist existing as well as current applicants in compiling required documentation, understanding program guidelines, and assisting them through the process. Additionally, systems navigation and outreach/application support are provided through housing stability grants to Communities Organized for Relational Power and Action (COPA) and legal support/training is provided by a housing stabilization grant to the Watsonville Law Center.

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- b. Applicants on the waiting list are the focus of targeted outreach by Community Health Workers who will offer case management and referrals to services such as legal assistance, housing, and financial resources offered in the County. Access to these case workers is available for any ERAP recipient or current applicant by calling 211 or by visiting the United Way Monterey County Website.

#### F. PROGRAM ELIGIBILITY

- F.1 An Applicant must reside within the boundaries of the County of Monterey (those residing in cities and jurisdictions with rental assistance programs will be assessed for local program eligibility first).
- F.2 **Required documents:** Following State guidelines, accepted ID documentation includes state identification card, a driver’s license, employment identification card, passport, permanent resident card, or Non US ID, driver’s license, or passport
- F.3 Applicants must meet at least one of the two criteria below to be eligible for ERAP funding.
- F.4 **INCOME ELIGIBILITY:** Applicants must meet one or both of the following income eligibility criteria to be eligible for ERAP funding. Program priority is given to households with income at or below 50% AMI, those facing eviction, who owe arrears, or are facing housing instability.
  - a. Households with incomes at or Below 80% Monterey County Area Median Income (AMI).
  - b. Household with incomes at or below 50% Monterey County Area Median Income (AMI), or households that have one or more individuals that have been unemployed for the 90-day period preceding the date of application.

2021 Maximum Income Limits (80% of Area Median Income)						
Program eligibility based on most up to date AMI calculation updated annually						
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

- F.5 **INCOME DOCUMENTATION:** Applicants can use the following options for income documentation.
  - a. Current household tax returns, or
  - b. Pay stubs for all employed members of an Eligible Household (one month), or
  - c. Unemployment statements or benefits letters, or
  - d. Social Security and Social Security Disability Insurance statements or benefits letters, or
  - e. Documentation of current participation in any one of the below:
    - i. Medicaid, known as Medi-Cal in California
    - ii. Women, Infants, and Children (WIC) benefits

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- iii. Free and Reduced Lunch participation
  - iv. Supplemental Nutrition Assistance Program (SNAP), known as CalFresh in California
  - v. Food Distribution Program on Indian Reservations (FDPIR)
  - vi. Temporary Assistance for Needy Families (TANF), known as CalWORKs in California
  - vii. School Nutrition Programs (SNP), such as the Free and Reduced Lunch program for California families
  - viii. Subsidized housing (not including housing choice, project based, or Section 8 vouchers) that required income documentation as a condition of residency
  - ix. Any household income-based state or federally funded assistance program for low-income persons or households
  - x. Any locally operated assistance program for low-income persons or households that requires household income verification and uses federal income limits
- f. For households that confirm that they have no source of income, and that cannot provide documentation to verify income or income eligibility, may complete a written attestation of no income, which must include an unsworn declaration under penalty to perjury.
- g. When calculating income based upon a month of paystubs, the Participating Agency should make the assumption that the client will continue to be employed at the same rate through the end of the calendar year and calculate accordingly.
- h. For more information on income calculation, please view our ***income calculation procedure on page 41.***
- F.6 **SELF-ATTESTATION:** A grantee may rely on a written attestation without further documentation of household income from the applicant under three approaches:
- a. ***Self-attestation Alone*** – In order to provide assistance rapidly, during the public health emergency related to COVID-19 the grantee may rely on a self-attestation of household income without further verification if the applicant confirms in their application or other document that they are unable to provide documentation of their income. If a written attestation without further verification is relied on to document most the applicant’s income, the grantee must reassess the household’s income every three months, by obtaining appropriate documentation or a new self-attestation. Income attestations should specify the monthly or annual income claimed by the household to ensure that the household meets the applicable ERA requirements and to enable appropriate reporting. Under this approach, grantees are encouraged to incorporate self-attestation to demonstrate income eligibility into their application form.

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- i. Similarly, grantees may rely on self-attestations to demonstrate applicants' financial hardship and risk of homelessness or housing instability.
- b. *Categorical Eligibility* – If an applicant's household income has been verified to be at or below 80 percent of the area median income (for ERA1) or if an applicant's household has been verified as a low-income family as defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)) (for ERA2) in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income or status as a low-income family, provided that the determination for such program was made on or after January 1, 2020.
- c. *Fact-specific proxy* – A grantee may rely on a written attestation from the applicant as to household income if the grantee also uses any reasonable fact-specific proxy for household income, such as reliance on data regarding average incomes in the household's geographic area.
  - i. Grantees also have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access. In these cases, the grantee is still responsible for making the required determination regarding the applicant's household income and documenting that determination. Treasury encourages grantees to partner with state unemployment departments or entities that administer federal benefits with income requirements to assist with the verification process, consistent with applicable law. Loss of Income Criteria One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability.

#### F.7 LOSS OF INCOME/UNEMPLOYMENT DOCUMENTATION

- a. Letters of termination
- b. Last-received pay stub with employer's information
- c. Evidence of application for unemployment benefits
- d. Evidence of expired unemployment benefits, including unemployment benefits provided through the CARES Act
- e. For self-employed persons, tax records, statements, or other documentation of loss of employment
- f. Applicants who cannot provide documentation of unemployment should instead consider applying under the income eligibility criteria.

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- F.8 **TYPES OF HOUSING:** In compliance with Treasury guidelines, MCERAP allows for the following eligible households to receive rental assistance:
- a. Mobile Homeowners if the eligible household rents a space for their home;
  - b. Eligible households who reside in hotels/motels;
  - c. Eligible households who are single family and multifamily tenants;
  - d. Eligible households who reside in house boats;
  - e. Eligible households who reside in subsidized housing or receive housing choice or other subsidized housing vouchers;
  - f. Eligible households who reside in rent-to-own units;
  - g. Eligible households who no longer reside, but still owe rent, at one of the housing types listed above
- F.9 **UTILITY ASSISTANCE**
- a. MCERAP provides utility assistance for all utility types, including, but not limited to: refuse, electric, propane, solar, sewer, water
  - b. MCERAP provides internet assistance which is to be reported under “other housing” cost
  - c. Eligible households must provide an up-to-date utility bill
  - d. Utility bills not in the applicant’s name can be paid as long as the service address and the applicant’s address are the same
  - e. Up to 12 months of assistance for each utility is allowable per household
  - f. Months covered per bill should be calculated based on the following formula: total due/ most recent month’s cost = total number of months
  - g. Utility providers participating in the program shall provide information to households regarding low-income assistance
- F.10 **OTHER HOUSING COSTS:**  
MCERAP, in accordance with Treasury Guidelines and SB91 and AB832, provides other housing assistance for the following services:
- a. Motel/Hotel bills, up to 3 months;
  - b. Deposit assistance for rehousing purposes;
  - c. Internet bill costs
- F.11 **COLLABORATION WITH LANDLORD:** Assistance should be paid directly to landlord, formal lease not required, however landlord must provide ID and tax info). Landlord must provide the following documentation:
- a. W9-Property tax statement
  - b. Proof of ownership of property. Could be one of the following:
    - i. Property deed(s)
    - ii. Mortgage note(s)
    - iii. Copy of property insurance statements
  - c. Lease or rental agreement reflecting renter’s name, residence, address, monthly rent due, contact information for payment
  - d. **Notification:** Upon payment of an application request, receipt should be issued to provide confirmation of payment and at a minimum include amount of payment or forgiveness, if applicable, and the time period for



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which assistance was provided and a copy should be provided to both the landlord and eligible household

- e. If a landlord is unwilling to participate in the program, tenant must sign an attestation form saying they will pay the landlord within 15 days.

#### G. PARTICIPATING AGENCY REQUIREMENTS:

- G.1 Participating agencies may not institute additional requirements beyond State and Federal requirements.
  - a. Participating Agencies must comply with UWMC’s nondiscrimination policy and expectations as designed in section 10.2 of the Community Impact Grant Agreement (Appendix C).
  - b. Participating Agencies must adhere to the program’s payment procedures and documentation standards as outlined in Section 2. Use of Grant Funds, Section 4. Eligibility Requirements for Grant Funds Distribution, and Section 5. Participant Documentation/Grantee Required Activities of the Community Impact Grant Agreement (Appendix C).
  - c. Participating Agencies must adhere to the United Way Monterey County SB91 ERAP Fraud Prevention and Recapture Policy (Appendix C) and utilize UWMC’s Smart Referral software to track all payment and applications. The software creates a unique identifying number for each applicant in the system to prevent duplication of benefits and track payments issued to each applicant.
  - d. Policies and procedures to recapture illegitimate payments is addressed within the United Way.
  - e. Monterey County SB91 ERAP Fraud Prevention and Recapture Policy (Appendix C).
  - f. Participating agencies must retain all program documents including but not limited to direct financial assistance and administrative spending expense reports, eligibility documents, case notes, and records of payments to vendors. Each agency must sign a document retention letter provided by UWMC that these documents will be retained at minimum until June 30<sup>th</sup>, 2030.
  - g. UWMC will run weekly reports and analyze data to identify red flags and work with grantees to ensure no duplication of service occurs.

#### H. PROGRAM LIMITS:

- H.1 The aggregate amount of financial assistance an eligible household may receive under ERA2, when combined with financial assistance under ERA1, must not exceed 18 months. Arrears must be paid before future payments. All rent and utility bills are paid at 100%.
- H.2 Rent and utility assistance may not exceed 18 months of assistance per tenant household.

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- H.3 Per the prioritization policy effective on January 21<sup>st</sup>, 2022, rent assistance for rental arrears may not exceed 12 month of assistance per tenant household.
- H.4 Rent and utility arrears must be paid before future payments.
- H.5 Note: Per the prioritization policy effective on January 21<sup>st</sup>, 2022, the program is prioritizing rental arrears over future rent payments and utility payments. Those requesting future rent payments, or past due or future utilities will be placed on a waitlist and cannot be guaranteed funds. The program stopped accepting new applications after April 15<sup>th</sup>,2022, due to limited funds. Applications submitted after January 18<sup>th</sup> were placed on a waiting list and will be processed based on funding availability and prioritization policy. To prioritize and ensure fairness, applicants who are unresponsive after three (3) attempts via phone or email or after 10 business days will be placed on our unresponsive list. Any application placed on this list cannot be guaranteed assistance. Please view our ***prioritization policy on page 35***. Rent and utility bills are paid at 100%.

#### I. PRIORITY OF FUNDING:

Applicants at immediate risk of homelessness or have rental arrears or have received an official eviction notice will be prioritized based on a point system. Please view our point system in our ***prioritization policy on page 35***. Tenants below 50% AMI will be prioritized based on weighted application feature in Neighborly software that allows the Participating Agency to sort their applicants by income level. Rental Arrears will be paid before future rent. Per the prioritization policy effective on January 21<sup>st</sup>, 2022, Applicants at immediate risk of homelessness or have rental arrears or have received an official eviction notice will be prioritized based on a point system. Please view the point system in the prioritization policy on page 31. Subgrantees are to score applications monthly and applicants that are not identified as priority cases are placed on a waiting list. Note: Per the prioritization policy effective on January 21<sup>st</sup>, 2022, the program is prioritizing rental arrears over future rent payments and utility payments. Those requesting future rent payments, or past due or future utilities will be placed on a waitlist and cannot be guaranteed funds. The program stopped accepting new applications after April 15<sup>th</sup>,2022, due to limited funds. Applications submitted after January 18<sup>th</sup> were placed on a waiting list and will be processed based on funding availability and prioritization policy. To prioritize and ensure fairness, applicants who are unresponsive after three (3) attempts via phone or email or after 10 business days will be placed on our unresponsive list. Any application placed on this list cannot be guaranteed assistance. Please view our ***prioritization policy on page 35***.

- I.1 State and Federal Funds will only be utilized for eligible activities as outlined in The American Rescue Plan Act of 2021. Eligible Activities include rental arrears; prospective rent payments; utilities, including arrears and prospective payments for utilities; and other expenses as defined by the Rescue Plan Act including items related to housing and whether a household experienced a reduction in

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### WORKPLAN – ROUND 2 STATE & FEDERAL FUNDING

household income, incurred significant costs, or experienced other financial hardship during or due, directly, or indirectly, to the coronavirus pandemic. Such expenses include relocation expenses, which may include rental security deposits, and rental fees, which may include application or screening fees, if a household has been temporarily or permanently displaced; reasonable accrued late fees (if not included in rental or utility arrears); and Internet service provided to the rental unit.

- I.2 Minimum 91.5% of State program funds and 90% of Federal program funds shall be used for direct relief payments of rent and utility assistance to landlords, utility providers, and/or qualifying applicants.
- I.3 No more than 10% of the program’s Direct Assistance funds shall be used for housing stabilization services.
- I.4 Not more than 15% of the amount paid to the grantee may be used for administrative costs attributable to providing financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities combined. United Way Monterey County shall utilize no more than a total of 13.35% of the State Block Grant Award for administrative costs related to the program. UWMC shall utilize no more than 14.85% of the federal block grant award for administrative costs. Monterey County Department of Social Services allocates .15% of round 2 of the State and Federal award for program administration.
- I.5 Utility providers that apply for assistance shall provide information to all households regarding the availability low-income assistance or discount rate programs.

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### WORKPLAN – ROUND 2 STATE & FEDERAL FUNDING WORKPLAN CHECKLIST – ROUND 2 STATE & FEDERAL FUNDING

The workplan serves as the program guidelines. The following summarizes program information and where it can be found in the workplan.

- **The program’s rollout schedule, which should include critical programmatic dates.**
  - ✓ Page 17, Section D.1
- **The program's fund deployment schedule.**
  - ✓ Page 33 and 34 Appendix C and D: Spending schedule
- **A list of the community partners the program utilizes and when, and a brief statement of how partners are being deployed.**
  - ✓ Appendix B, page 1
- **Information regarding how the program meets the requirements outlined in the Consolidated Appropriations Act, SB 91, and the interpretive guidance and guidelines issued by the U.S. Treasury and HCD. This includes:**
  - *The page number(s) in the program’s guidelines that confirm the jurisdiction is complying with the eligibility criteria and priorities identified in SB 91 and the pages of the program’s guidelines that explain the jurisdictions additional prioritization, if applicable.*
    - ✓ Pages 18-19, Section E
  - *The page number(s) in the program’s guidelines that confirm that the jurisdiction is prioritizing rental arrears first.*
    - ✓ Page 26, Section I.1
  - *The page number(s) in the program’s guidelines that confirm that the program conforms to the compensation standards for both rental arrears and prospective payments established in SB 91.*
    - ✓ Page 25, Section H
  - *The page number(s) in the program’s guidelines that confirm that the program does not add requirements that deter or prevent access.*
    - ✓ Page 24, Section G.1
  - *The page number(s) in the program’s guidelines that confirm that the program is utilizing State block grant funds only for eligible activities as outlined in SB 91 and the Consolidated Appropriations Act, 2021.*
    - ✓ Page 26, section I.2

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### WORKPLAN – ROUND 2 STATE & FEDERAL FUNDING

- *The page number(s) in the program’s guidelines that confirm that the program utilizes no more than 10 percent of the rental assistance funds in the program administrative set-aside to provide housing stabilization services.*
  - ✓ Page 23, Section I.4
- *The page number(s) in the program’s guidelines that confirm that the program utilizes no more than 13.5 percent of the block grant award for administrative costs.*
  - ✓ Page 23 Section I.5
- *The page number(s) in the program’s guidelines that confirm that the program requires utility providers participating in the program to provide information to households regarding low-income assistance.*
  - ✓ Page 24, Section I.6
- *The page number(s) in the program’s guidelines that confirm that the program complies with the reporting requirements set forth in the Act, in SB91, and in the interpretive guidance and guidelines issued by the U.S. Treasury and the Department, respectively.*
  - ✓ Page 17, Section E.5
- *The page number(s) in the program’s guidelines that demonstrate the key documents the program is requiring applicants to produce to provide, including Income documentation requirements and standards, occupancy documentation requirements and standards, and requirements and standards for documentation of rental arrears.*
  - ✓ Page 21-22, Section F
- *The page number(s) in the program’s guidelines that demonstrate the program’s non-discrimination policies and procedures.*
  - ✓ Page 48 Section 10.2, Impact Grant Agreement Section
- *The page number(s) in the program’s guidelines that demonstrate the program’s duplication of benefits tracking and reporting plan.*
  - ✓ Page 39, Appendix F: UWMC Fraud Prevention and Recapture Policy
- *The page number(s) in the program’s guidelines that demonstrate the program’s payment procedures and documentation standards.*
  - ✓ Pages 19 E.9
- *The page number(s) in the program’s guidelines that demonstrate the program’s fraud prevention and misinformation policies and procedures.*
  - ✓ Page 39, UWMC Fraud Prevention and Recapture Policy

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### WORKPLAN – ROUND 2 STATE & FEDERAL FUNDING

- *The page number(s) in the program’s guidelines that demonstrate the program’s policies and procedures for the recapture of illegitimate payments.*
  - ✓ Page 39, UWMC Fraud Prevention and Recapture Policy
- **HCD Programmatic staff approved the workplan before developing and executing the standard agreement process with Monterey County. For more information on conforming programs, please visit <https://www.hcd.ca.gov/grants-funding/active-funding/erap/docs/state-rental-assistance-program-general-info-and-guidance-to-web.pdf>**

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## **Appendix A: Round 1 Participating Agencies**

**City of Gonzales**

**Central Coast Energy Services**

**Goodwill Central Coast**

**City of King**

**Monterey Peninsula College**

**Hartnell College**

**City of Salinas**

**City of Soledad**

**City of Greenfield**

**City of Seaside**

**Salvation Army**

**City of Monterey**

**North Monterey County Recreation & Park District**

**United Way Monterey County**

**Housing Resource Center**

### **Collaborative Partners**

**Mujeres en Accion**

**Communities Organized for Relational Power and Action (COPA)**

**Watsonville Law Center**

**United Way  
Monterey County**



**Appendix B: Round 2 Participating Agencies**

**Central Coast Energy Services**

**Goodwill Central Coast**

**City of King**

**Hartnell College**

**City of Salinas**

**City of Soledad**

**City of Greenfield**

**City of Seaside**

**United Way Monterey County**

**Housing Resource Center**



**MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE**

**Appendix C. Round 1 Funding Breakdown and Timelines**

<b>Round 1 Allocation Summary</b>						
	ERA 1		SRA 1		Total	
Allocation	\$ 12,905,387.40	100.00%	\$ 15,625,836.30	100.000%	<b>\$28,531,223.70</b>	100.000%
DFA	\$ 11,614,848.66	90.00%	\$ 14,063,252.67	90.000%	\$ 25,678,101.33	90.000%
Admin	\$ 1,290,538.40	10.00%	\$ 1,562,583.66	10.000%	\$ 2,853,122.06	10.000%
DSS Admin	\$ 6,785.40	0.05%	\$ 8,215.12	0.053%	\$ 15,000.52	0.053%
UWMC Admin	\$ 1,283,753.00	9.95%	\$ 1,319,981.00	8.447%	\$ 2,603,734.00	9.126%
State Admin	\$ -	0.00%	\$ 234,387.54	1.500%	\$ 234,387.54	0.822%
<b>Total</b>	\$ 12,905,387.06	100.00%	\$ 15,625,836.33	100.00%	\$ 28,531,223.39	100.000%
<b>Total Funds Available to MC</b>	\$ 12,905,387.06		\$ 15,391,448.79		\$ 28,296,835.85	99.178%
<b>MC DSS Administration</b>	\$ 6,785.40		\$ 8,215.12		\$ 15,000.52	0.053%
<b>Total Funds Available to UWMC</b>	\$ 12,898,601.66		\$ 15,383,233.67		\$ 28,281,835.33	99.126%
<b>UWMC Administration</b>					\$ 2,603,734.00	9.126%

<b>Round-1: Timelines &amp; Deadlines</b>
State Deadline for obligation: 65% of state block grant funding by August 1, 2021
State Deadline for expenditure: 100% by September 30, 2022
Federal obligation deadline: 65% by September 30, 2021
Federal expenditure deadline: 100% by September 30, 2022

*\* All Benchmarks and Timelines are subject to change according to the most current State and Federal guidelines*

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### Appendix D. Round 2 Funding Breakdown and Timelines

Round 2 Allocation Summary						
	ERA2		SRA2		Total	
Allocation	\$ 10,211,429.00	100.00%	\$ 12,290,803.41	100.00%	<b>\$22,502,232.41</b>	100.000%
DFA	\$ 8,679,714.65	85.00%	\$ 10,447,182.90	85.00%	\$ 19,126,897.55	85.000%
Admin	\$ 1,531,714.35	15.00%	\$ 1,843,620.51	15.00%	\$ 3,375,334.86	15.000%
DSS Admin	\$ 15,317.14	0.15%	\$ 18,436.21	0.15%	\$ 33,753.35	0.150%
UWMC Admin	\$ 1,516,397.21	14.85%	\$ 1,640,822.26	13.35%	\$ 3,157,219.46	14.031%
State Admin	\$ -	0.00%	\$ 184,362.05	1.50%	\$ 184,362.05	0.819%
<b>Total</b>	\$ 10,211,429.00	100.00%	\$ 12,290,803.41	100.00%	\$ 22,502,232.41	100.000%
<b>Total Funds Available to MC</b>	\$ 10,211,429.00		\$ 12,106,441.36		\$ 22,317,870.36	99.181%
<b>MCDSS Administration</b>	\$ 15,317.14		\$ 18,436.21		\$ 33,753.35	0.150%
<b>Total Funds Available to UWMC</b>	\$ 10,196,111.86		\$ 12,088,005.15		\$ 22,284,117.01	99.031%
<b>UWMC Administration</b>	\$ 1,516,397.21		\$ 1,640,822.26		\$ 3,157,219.46	14.031%
<b>UWMC DFA</b>	\$ 8,679,714.65		\$ 10,447,182.90		\$ 19,126,897.55	85.000%

#### Round-2 Timelines & Deadlines

State obligation deadline: 75% of first tranche of state block grant funding by October 31, 2021  
 State obligation deadline: 50% of total award of state block grant funds by January 31, 2022.  
 State expenditure deadline: 100% by September 30, 2025

Federal obligation deadline: 50% by March 31, 2022 (to qualify for allocation of additional funding)  
 Federal expenditure deadline: 100% by September 30, 2025.

*\* All Benchmarks and Timelines are subject to change according to the most current State and Federal guidelines*



### MCERAP Prioritization Policy

Due to limited funds, the Monterey County Emergency Rental Assistance Program has instituted a prioritization policy in order to ensure the assistance can be distributed as equitably and to as many households in need as possible. Please see below for details.

- For rent in arrears, the max number of months we can assist with is 12 (unless the tenant requires up to 18 to prevent eviction)
- For future rent, the max number of months we can assist with is 3
- For a hybrid of future/arrears, max number of months we can assist with is 15, only 3 of which can be future rent (or 18, ONLY if 15 are required to prevent eviction, 3 of which can be future rent)
- Prioritization criteria will utilize the following factors:
  - Household Income
  - Higher score using a 10-point scale = higher priority
- From the list of eligible applicants, we would prioritize households whose income is at or under 30% AMI > 50% AMI > 80% AMI
- In all cases, rental arrears are to be prioritized over future rent and over utility payments
- Due to limited funds, we can no longer assist with security deposits
- To prioritize and ensure fairness, applicants who are unresponsive after three (3) attempts via phone or email or after 10 business days will be placed on our unresponsive list. Any application placed on this list cannot be guaranteed assistance.

#### Point System

- Behind on rent (6 points)
- Behind on rent and received a pay or quit notice (2 points)
- Behind on rent and received an official eviction notice (2 points)
- Not behind on rent but currently facing housing instability (defined as inability to pay upcoming rent) (1 point)
- Currently unemployed (1 point)
- Household facing a crisis or special circumstance\* (1 point)
- First time applicant (3 points)

\*Special circumstances could include the following:

- single parent
- veteran
- disability
- other circumstances as defined by the assisting agency
- This policy is effective as of 1/21/2



**Landlord non-cooperation/participation:**

Jurisdictions should encourage tenants to initiate communication with their landlords, and to collaborate with their landlords on an application for rental assistance before they apply independently for rental assistance. For landlords that are unwilling to talk with and/provide necessary documents to their tenants, agencies are required to contact the landlord directly.

The Federal ERA program states grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if:

1. Request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing.
2. The agency has made at least **three** attempts by phone, text, or e-mail over a 10 calendar-day period to request the landlord or utility provider's participation; or a landlord confirms in writing that the landlord does not wish to participate.
3. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost. Agencies must document multiple attempts at landlord engagement, including using all means of contact (emails, phone numbers, text messages, postal mail).

If the following occurs,

- A landlord/property manager is unwilling to provide basic name and contact information to the tenant after multiple attempts; and/or
- The landlord has refused to provide any documentation to the tenant or agency, yet has not stated that he or she does not want to participate; and/or
- The tenant has expressed fear of being evicted/penalized by the landlord/property manager if the agency reaches out to the landlord/property manager; and/or
- All attempts to verify property ownership by the agency have failed (because of lack of information provided, county assessor's office does not provide information, etc.)

In cases such as these, it is imperative that a tenant can provide additional evidence of rent owed, prior months' rent paid, monthly rent amount, lease terms, residence address, period of occupancy, or similar information that might mitigate the lack of landlord corroboration. The tenant will be required to prove identity, verification of income, verification of residency, and amount of rent owed to the best of his or her ability.

It is important the agency remains vigilant in identifying potential fraudulent claims as a reason for not supplying the required documentation or in collaborating with the landlord. If an agency has taken documented steps to include the legitimate and legal landlord, verify tenant information, and isolate fraud, then the agency should be able to assist the tenant directly. The Monterey County Rental Assistance program allows for the tenant to be paid 25% of the back rent owed between the dates of April 1, 2020 and March 31, 2021 and prospective rent between the dates of April 1, 2021 and December 31, 2021.

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### Landlord non-cooperation/participation (Continued)

The following are examples of accepted documentation:

#### Documentation

1. Verification of Identity of applicant--provide one (1):
  - Current Driver's license with photograph (from U.S. or its territories)
  - Non-Driver's ID card with photograph (from U.S. or its territories)
  - Passport
  - ID from Country of Origin with photograph (non-U.S.)
  - U.S. Permanent Resident card
  - U.S. certificate of naturalization
  - Learner Permit with photograph
  - Employment ID card
  - Marriage license/certificate or certified divorce decree
  - Current school records documenting a student's status
  
2. Verification of Income of applicant—provide one (1):
  - Pay stub(s) (30 days min)
  - Unemployment award letter
  - W-2
  - Letter from employer (reflecting income level, decrease in income level, or layoff)
  - Benefits award letter
  - Self-declaration if other documents cannot be produced
  
3. Proof of residency/tenancy—provide one (1):
  - Lease, if applicable
  - Utility bill showing address being serviced
  - Notice of past due rent
  - Eviction notice
  - Self-declaration if other documents cannot be produced

If possible, the agency can corroborate tenant information through the County Assessor's office for property ownership and landlord information.

1. Proof of rent owed:
  - Notice of past rent due
  - Eviction notice
  - Bank statements, showing a reasonable pattern of paying rent. The program accepted bank statements up until 1/28/22. After 1/28/22, bank statements were not accepted forms of income verification. Please view our Income Verification Guidelines.
  - Check stubs, showing a reasonable pattern of paying rent
  - Self-declaration if other documents cannot be produced

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### Neighborhood Duplicate Prevention Policy

Data will be migrated and auto assigned to agencies who were serving clients before.

**After data migration is complete, agencies will prevent duplicates using the steps listed below.**

Before assisting a client from the waitlist, agency program manager should do the following:

1. Run an AFWA report to check for duplicate SSN and Phone #. Clients with duplicate SSN or phone numbers will appear on this list. Search by client last name.
2. If the client shows up on the duplicate list, click on the application, and check to see if there is a duplicate that is being processed by another agency. If there is not, withdraw any duplicates and continue to the next step.
3. Do a quick search by the client address in the top right search bar to ensure no other duplicates exist.
4. Once these steps are complete, move forward with assigning the client to your agency.

*How to withdraw a duplicate application:*

- Click on the client name or search for the client by name, address, or case ID number in the top right search.
- This should bring you to a page with the application open, that says "Status"
- Change the client's status to "withdrawn"
- click the blue "update" button



## United Way Monterey County SB91 ERAP Fraud Prevention and Recapture Policy

### *What is Fraud?*

For purposes of this Policy, fraud is defined as the use of deception by an individual with the intention of obtaining an advantage for himself or herself or for a third party or parties, avoiding an obligation, or causing loss to another party. The term fraud is used to describe offences such as, but not limited to, misinformation, deception, bribery, forgery, misappropriation, false representation, and concealment of material facts.

### *Examples of Fraudulent Behavior in MC ERAP*

- Providing forged documentation in order to receive assistance
- Applying for assistance using incorrect or false personal information
- Landlord or property manager providing incorrect amount(s) due
- Applying for assistance when a member of the same household has already received assistance.

### *Fraud Prevention*

It is the responsibility of United Way Monterey County (UWMC) and its SB91 ERAP Grantees to make best efforts to prevent fraud. The Smart Referral Network (SRN) software has measures to prevent a participant from applying twice for the same program through creating a unique identifying number for each client based on name and birthday. The system is designed to prevent duplication of benefits and for this reason it is extremely important to enter data prior to making final eligibility determination. Many participants will be applying for assistance using our public facing application at MCRentHelp.com. Documents collected online must be verified by the Grantee and applicants should be vetted by an in-person or phone conversation to verify information on the documents provided. Additionally, due diligence should be taken to ensure that the applicant resides at the property provided, that the applicant's household members have not applied for assistance already, and that the amounts of rent provided by the property owner are correct.

### *Recapture*

Should a MC ERAP Grantee discover that a participant or property owner has received assistance using fraudulent means, the agency is responsible for notifying UWMC of the incident and placing a Stop Payment on the check if the check has not yet cleared. Should the check already have been cleared, the Grantee shall do the following:

- Contact the landlord or property manager, provide them with information regarding the fraudulent activity, and request reimbursement
- If the landlord or property manager does not respond within twenty-one (21) days or refuses to provide reimbursement within ninety (90) days of the request, an affidavit must be filed with the bank to recapture the amount paid.
- The paperwork for the affidavit will be retained by the Grantee.
- Should the situation require, UWMC will refer the Grantee to the District Attorney's office to pursue legal action.
- Should the affidavit be refused by the bank, UWMC will request a written letter signed by the bank official(s) providing a reason for the refusal.

The grantee may request assistance with this process from UWMC staff.

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### Fraud Prevention Policy: Updates as of March 2022 General Fraud Prevention

Falsified information/Documents - we will deny any application where we believe there to be falsified information/documents.

*This can include the following:*

- documents that appear to be fraudulent
- Cannot verify information on the document
- Inconsistent documentation provided, and client is unable to answer to why the inconsistencies exist
- Client refuses to provide landlord contact information/household member information/other required information
- For all documentation collection, the agency should make 3 attempts in a 10-day period by phone, text, or email to collect corrected documents. If the documents are not collected in that time period, the application can be denied.

#### **UDR Property Management Company Fraud Prevention (For agencies serving Salinas residents only)**

All UDR Payments must be sent via certified mail.

All checks should be marked "for deposit only."

Payment should include a letter that notates: Any checks that have not been deposited within 1 month will be canceled.

Checks should be monitored - any checks that have not been deposited within 1 month should be canceled.

Payments should be sent to:

**Element's apartments**

**C/O Business manager Department**

**958 111th Ave NE**

**Bellevue, WA 98004**

*We are currently working with UDR to further streamline this process.*

List of UDR Apartments (All located in Salinas):

Pointe at Harden Ranch

Pointe at Westlake

Pointe at Northridge

Cambridge Court

Garden Court

Laurel Tree

Boronda Manor

**Should fraud occur:** *All fraud attempts should be reported to UWMC. All fraud cases where funds cannot be recaptured should be reported to UWMC with the following details:*

- Amount of fraudulent payment
- Date the fraud occurred
- Name(s) associated (or client cases)
- Agency name
- All associated documentation
- Date of police report (if filing) and name of processing officer **and** any other relevant information





## MCERAP POLICY: CALCULATING ANNUAL INCOME PER HOUSEHOLD

*Policy effective 1/28/22*

***Each income earning household member must provide one of the following:***

1. GROSS ANNUAL INCOME as written on 2021 tax return (2020 tax returns no longer a valid form of proof)
2. PAYSTUB (x2, must be from the past 3 months): Please use the following calculation:  
YTD amount + (Current paystub weekly amount \* remaining weeks in calendar year) = annual income
3. BENEFITS STATEMENT showing client is a current recipient of one of the following:  
Cal Fresh, CalWORKs, Section 8 voucher/Housing Choice voucher or any other low-income-only eligible government benefits programs (if the client resides in section 8 designated housing, he/she automatically qualifies for the income requirement)
4. SSI or EDD BENEFITS STATEMENT (Must be a statement from the last 3 months)  
Please use the following calculation: Weekly amount \* 52 weeks OR monthly amount \* 12 months = annual income
5. Self-Attestation annual income form, filled out for all household members

We no longer allow bank statements: #5 should be used instead.

**MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE**

**Sample United Way Subaward Agreement**

**(<Agency Name>)**

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: (<Agency Name>) (“Grantee”)**

**Grant Funds Amount:**

<b>Funding Source (Federal &amp; State)</b>	<b>Direct Assistance (Rent &amp; Utilities)</b>	<b>Indirect Assistance (Administration)</b>	<b>Funding Amount</b>
Federal—U.S. Treasury	\$<F-Rent+Utility>	\$<F-Admin>	\$<F-Total>
State—SB 91 BCSHA	\$<S-Rent+Utility>	\$<S-Admin>	\$<S-Total>
<b>TOTAL GRANT FUNDS:</b>	\$<T-Rent+Utility>	\$<T-Admin>	\$<T-Total>

**Grant Agreement Term (“Agreement Term”):** March 15, 2021 – February 28, 2022

**Grant Funds Distribution Period (“Distribution Period”):** March 15 – December 31, 2021 (All grant funds must be distributed no later than December 31, 2021.)

**Final Report Due:** No Later Than February 28, 2022

**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.

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

- 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 using **Federal U.S. Treasury and State SB91 Business, Consumer Services and Housing Agency (BCSHA)** funding.
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

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

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 Timely Distribution of Grant Funds. In the event Grantee does not distribute at least fifteen percent (15%) of Grant Funds designated for Direct Assistance to eligible recipient households within sixty (60) days of the Effective Date of this Agreement, UWMC shall have the right to recoup all Grant Funds held by Grantee, and Grantee shall, upon request of UWMC, return to UWMC all remaining undistributed Grant Funds held by Grantee for reallocation to another grantee in the program.
  - 3.2 Grant Fund Distribution Schedule. Grantee agrees to use its best efforts to meet the goals and monthly targets set forth in the *Grant Funds Distribution Schedule* attached to this Agreement as Schedule 1 of Attachment A.
  - 3.3 Undistributed Grant Funds. Any undistributed Grant Funds designated as Direct Assistance held by Grantee as of the end of business on September 30, 2025, shall be returned and paid to UWMC no later than September 30, 2025.
  - 3.4 Grant Funds Advance. In order to assist Grantee with cashflow management in the first (1<sup>st</sup>) month of the Distribution Period, UWMC shall advance to Grantee within fifteen (15) days of execution of this Agreement by UWMC an initial Grant Funds payment in an amount equal to one (1) month's value of the Grant Funds requested by Grantee as set forth in the *Grant Funds Distribution Schedule* attached to this Agreement as Schedule 1 of Attachment A.
  - 3.5 Monthly Payments. Additional payments of Grant Funds to Grantee will be reimbursements based on Grantee's complete and timely monthly reports pulled from the Smart Referral 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 of 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.

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- 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:

**2021 Maximum Income Limits (80% of Area Median Income)**

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 eighteen (18) months of rental assistance and eighteen (18) months of utility assistance per Participant household. Amounts in arrears for rent and utilities must be paid prior to amounts for future costs. All payments are paid at 100%.
- 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, unless in the case where the property owner/landlord/manager refuses to participate in the program. In this situation, the payment would be made to the tenant
- 4.5 **Utilities Agreement.** Participant shall provide documentation, such as a utility bill and proof of residence, and the utility company must show proof of an outstanding debt. 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 processed using the Smart Referral software based on established qualifying criteria. Grantee will be able to screen applicants to determine eligibility using the Smart Referral software.
- 5.1 **Eligibility Documentation.** Eligible residents will contact Grantee to determine the process for submitting 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.
- 5.2 **Grantee Activities.** In order to participate in this Grant Program, Grantee agrees to the following Grant Program requirements:

Participate in Smart Referral 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;

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

Monitor referral emails and documents when referrals result in rent and or utility assistance in the Smart Referral software;  
Offer to make Smart Referrals 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.  
Develop a process for receiving and verifying documents from potential Participants;  
Upload documents in the Smart Referral software and connect the resident's profile;  
Document the amount paid, the Participant name/unique identifier, and the funding source in the Smart Referral 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 Smart Referral Network Software by the first of each month. UWMC will not accept reports that are made externally to the Smart Referral Software for purposes of reimbursement. Monthly reports generated 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 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 and/or Utility Assistance;
- Landlord and/or utility provider contact information;

6.2 **Monthly Cost Reimbursement Request.** Not later than the eighth (8<sup>th</sup>) 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 **October 30, 2025**. 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

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

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 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. 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.

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10.2 Non-Discrimination Clause: During the performance of this agreement, the Participating Agency and its staff shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Participating Agency shall ensure that the evaluation and treatment of employees and applicants are free of such discrimination.

UWMC and Participating Agency shall comply with the provisions of the Fair Employment and Housing Act(Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

Participating Agency shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. UWMC and Participating Agency shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2,§11105.) UWMC and Participating Agency shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

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



**MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE**

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.

<b>Party</b>	<b>Name</b>	<b>Contact Information</b>
UWMC	Kelly DeWolfe	<a href="mailto:kelly.dewolfe@unitedwaymcca.org">kelly.dewolfe@unitedwaymcca.org</a>
<Agency Name>	<Contact>	<Contact Info>

- 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

By: \_\_\_\_\_  
Katy Castagna, President and CEO

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

**Address for notice:**

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

**GRANTEE**

<Agency Name>

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

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

**Address for notice:**

<Agency Name>  
Attn: <Name>  
<Address>  
<Address>

# MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

## ATTACHMENT A

### GRANT FUNDS DISTRIBUTION REQUIREMENTS

#### A-1 Grant Funds Distribution Timeline.

A-1.1 Not Later Than March 30, 2022. Fifty percent (50%) of the Grant Funds shall be obligated by to eligible households Grantee for program purposes under this Agreement no later than August 1, 2021.

A-1.2 Not Later Than September 30, 2025. One hundred percent (100%) of the Grant Funds shall be expended by Grantee for program purposes under this Agreement by no later than December 31, 2021.

A-1.3 Recoupment of Grant Funds. In the event Grantee does not distribute Grant Funds designated for Direct Assistance to eligible recipient households within the timeframes set forth in this Agreement, UWMC shall have the right to recoup all undistributed Grant Funds, including Grant Funds designated as Indirect Assistance, held by Grantee, and Grantee shall, upon request of UWMC, return to UWMC all remaining undistributed Grant Funds held by Grantee for reallocation to another grantee in the program.

A-2 **Eligibility Requirements for Grant Funds Distribution.** Grantee shall ensure, verify, and document that all Participants in this Grant Program meet all of the following eligibility conditions and requirements:

A-2.1 Location. Participants must reside on property located within the geographic boundaries of the County of Monterey.

A-2.2 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%) or AMI, as illustrated in this following chart:

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
50% AMI	\$33,950	\$38,800	\$43,650	\$48,450	\$52,350	\$52,650

A-2.3 Rent/Utilities Cap. Grant Funds distributed to a Landlord shall not exceed an amount equal to eighteen (18) months of assistance per Participant household. Amounts in arrears for rent/utilities must be paid prior to amounts for future costs.

A-2.4 Rent Agreement. Participant shall provide and Grantee must verify that an agreement exists between property owner/landlord and Participant (recipient head of household) pertaining to rent for the household. An official lease is not required for eligibility of rental assistance. If no lease or agreement is available, a tenant can provide additional documents to prove residence and rental debt. Grantee shall make payment directly to the property owner/landlord/manager.

A-2.6 Utilities Agreement. Participant shall provide documentation, such as a utility bill and proof of residence, and the utility company must show proof of an outstanding debt. Grantee shall make payment directly to the utility company. Grantee shall make payment directly to the utility company.

# MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

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**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

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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>
<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		

- 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.

**MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE**

**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:

**MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE**

**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.

As we discussed, 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 I 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. Your client information is not shared with the federal government through The Network or its database.

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, and 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: \_\_\_\_\_

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### 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.

Como comentamos, 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. Su información no se comparte con el gobierno federal a través de The Network o su base de datos.

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: \_\_\_\_\_



## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### Workplan- Attachments

#### 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.

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# MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

## Workplan- Attachments

### 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.

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### Workplan- Attachments

- (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.

# MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

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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.

### Sample Amendment to ERA1 Subaward Agreement

#### AMENDMENT NUMBER 1 TO COMMUNITY IMPACT GRANT AGREEMENT BETWEEN UNITED WAY MONTEREY COUNTY AND <AGENCY NAME>

This **Amendment Number 1 to Community Impact Grant Agreement** (“Amendment”) is entered into and effective as of the date this Amendment is fully executed by and between United Way Monterey County (UWMC) and <AGENCY NAME> (“Amendment Effective Date”).

- A. UWMC and Grantee are parties to that certain Community Impact Grant Agreement for distribution of certain Grant Funds during the Agreement Term of March 15, 2021 through October 30, 2022 (“Agreement”).
- B. Due to changes in California State law affecting the programs and Grant Funds under the Agreement, the parties wish to amend the Agreement to incorporate the changes in the law.

UWMC and Grantee agree to amend the Agreement as follows:

- 1. Section 4.2 Income of the Agreement is updated with the following amounts:

<b>Household</b>	<b>1 Person</b>	<b>2 People</b>	<b>3 People</b>	<b>4 People</b>	<b>5 People</b>	<b>6 People</b>
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## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### Workplan- Attachments

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

2. Section 4.5 Rent Reduction of the Agreement is deleted in its entirety.
3. Attachment A Grant Funds Distribution Requirements, Section A-2.3 Rent/Utilities Cap of the Agreement is amended to read as follows:

A-2.3 Rent/Utilities Cap. Grant Funds distributed to a Participant (recipient head of household) shall not exceed an amount equal to fifteen (15) months of assistance per Participant household.

4. Attachment A Grant Funds Distribution Requirements, Section A-2.2 Income of the Agreement is updated with the following amounts:

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

5. Attachment A Grant Funds Distribution Requirements, Section A-2.5 Rent Reduction of the Agreement is deleted in its entirety.
6. Section 6.1 Monthly Report is replaced with the following:  
 Grantee shall report monthly by ensuring payment data is entered into the Smart Referral Network Software by the first of each month. UWMC will not accept reports that are made externally to the Smart Referral Software for purposes of reimbursement. Monthly reports generated from the Smart Referral software shall include the following information:
  - a. Tenant name, date of birth, income, and household size;
  - b. Total dollar amount and number of months paid in rental arrears and future due rent;
  - c. Total dollar amount and number of months paid in utility arrears and prospective due utilities;
  - d. Total dollar amount and number of months paid in internet services, tracked separately from other utilities;
  - e. Total rent and utility dollar amounts owed by tenant;
  - f. Check numbers and payment dates for all payments made
  - g. The number, type, and date of payments made;
  - h. The number of Smart referrals made to other health and human services
  - i. The number of Smart referrals made to other health and human services that result in services
  - j. the dollar amount of payments made per benefit: Rent and/or utility assistance;
  - k. Landlord and/or utility provider contact information;
  - l. Client documentation
7. No further changes to the Agreement are made by this Amendment and in all other aspects, the Agreement, as amended, remains in full force and effect.
8. Should there be a conflict between the terms and provisions of this Amendment and those of the Agreement, the terms and provisions of this Amendment shall govern.

**MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE**

**Workplan- Attachments**

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

**UWMC**  
United Way Monterey County

**GRANTEE**  
<AGENCY NAME>

By: \_\_\_\_\_  
\_\_\_\_\_  
Katy Castagna, President and CEO

By: \_\_\_\_\_  
<NAME>, <TITLE>

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

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

**Sample ERA 2 Subaward Agreement**

**COMMUNITY IMPACT GRANT AGREEMENT**

**BETWEEN**

**UNITED WAY MONTEREY COUNTY AND GRANTEE**

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

# MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

## Workplan- Attachments

("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:**

**Grant Funds Amount:**

<b>Funding Source</b> (Federal & State)	<b>Direct Assistance</b> (Rent & Utilities)	<b>Indirect Assistance</b> (Administration)	<b>Total Funding Amount</b>
State and Federal U.S.			

**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

# MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

## Workplan- Attachments

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.



## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### Workplan- Attachments

- 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 (1<sup>st</sup>) month of the Distribution Period, UWMC shall carry over the advance provided to Grantee outlined in the original Community Impact Agreement effective 3/12/21.

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

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- 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 eighteen (18) 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.

# MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

## Workplan- Attachments

- 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;

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### Workplan- Attachments

- 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 (8<sup>th</sup>) day of each month, Grantee shall email to UWMC a request for Indirect Assistance cost reimbursement using the

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

### Workplan- Attachments

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 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. 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.

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

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- 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

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

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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	<a href="mailto:kelly.dewolfe@unitedwaymcca.org">kelly.dewolfe@unitedwaymcca.org</a>

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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**

**GRANTEE**

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

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

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

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

**Address for notice:**

**Address for notice:**



# MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE

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### 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 protect 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 affected 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

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➤ 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 Count 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>
<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		

7. **Data To Be Uploaded to the Smart Referral Network/Neighborly Software:** 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.