



ST. LOUIS COUNTY COVID-19 HUMANITARIAN RESPONSE PROGRAM REQUEST FOR PROPOSALS

SECTION 1: OVERVIEW OF HUMANITARIAN RESPONSE PROGRAM

1.1 OVERVIEW

Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, codified at 42 U.S.C. § 801 (the “**CARES Act**”) established the Coronavirus Relief Fund (the “**Fund**”). Under the CARES Act, the Fund is to be used to make payments to States, Tribal governments, and certain units of local government.

The CARES Act provides that a State, Tribal government, and unit of local government shall use funds provided under a payment made under the CARES Act to cover only those costs of the State, Tribal government, or unit of local government that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

On April 29, 2020, the federal government paid St. Louis County (the “**County**”) approximately \$173 million from the Fund (the “**Fund Payment**”).

In response, County Executive Sam Page announced an organizational structure and process for allocating the Fund Payment centered on three key priority areas: health, humanitarian efforts, and economic recovery.

Approximately \$24 million of the Fund Payment will go to support humanitarian efforts to address the public health emergency with respect to COVID-19 in the County. The amount to be allocated for this purpose is referred to herein as the “COVID-19 Humanitarian Response Program.”

This Request for Proposals (this “**RFP**”) is a solicitation for proposals for awards to be made under the COVID-19 Humanitarian Response Program. Total allocation available

under this RFP is \$9.5M. All awards are contingent upon compliance with the requirements of the CARES Act, the Fund, and other applicable laws, rules, regulations, and other governmental requirements.

In making awards from the COVID-19 Humanitarian Response Program, the County may give priority to Charitable Organizations serving under-resourced communities, as well as those working with populations disproportionately impacted by the emergency, with a focus on equity.

1.2 WHO CAN APPLY

To be eligible to apply for an award from the COVID-19 Humanitarian Response Program under this RFP, an organization must:

- ✓ Be an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”) and that is exempt from taxation under Section 501(a) of the Code (a “**Charitable Organization**”);
- ✓ Provide (or intend to provide) services in response to the COVID-19 public health emergency, including, but not limited to, services responding to medical or public health needs, to facilitate compliance with COVID-19-related public health measures, and to provide support, economic or otherwise, to those impacted by the COVID-19 public health emergency;
- ✓ Be in good standing with the State of Missouri and, if different, its state of formation or organization;
- ✓ File all required and applicable Federal (990/990-EZ/990-N/990-T);
- ✓ Be certified, accredited, or licensed in the services for which it is requesting funding (or be in the process of doing so; verification must be provided), if applicable;
- ✓ Require background checks, including abuse and neglect screenings, by the Family Care Safety Registry or another screening approved by the State, conducted annually on all employees and volunteers providing direct services to children, seniors and individuals with disabilities;
- ✓ Maintain a policy of nondiscrimination against any employee or applicant for employment or services because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or ability (St. Louis County Ordinance 202.270);
- ✓ Not be debarred, suspended, or otherwise excluded from, or ineligible for participation in, federal, state, or County assistance programs, funding, or activities; and
- ✓ Require employees and volunteers maintain confidentiality of protected client information.
- ✓ Not have received funds from the State of Missouri or the federal government for the proposed project.

Additional eligibility and evaluation criteria are specified below in this RFP.

1.3 **PRIORITIES OF THE COVID-19 HUMANITARIAN RESPONSE PROGRAM**

The goal of the COVID-19 Humanitarian Response Program is to fund programs and services that support the needs of County residents suffering from the effects of the COVID-19 public health emergency in order to promote recovery for the region and mitigate the effects of COVID-19. The COVID-19 Humanitarian Response Program will support Charitable Organizations in:

- adapting their operations to meet new needs in the community as a result of the COVID-19 public health emergency;
- delivering services in ways that accommodate COVID-19-related public health measures, including, without limitation, social distancing and other health and safety guidelines; and
- serving additional clients as a result of economic hardship due to the COVID-19 public health emergency.

The County desires to use the COVID-19 Humanitarian Response Program to support Charitable Organizations that possess the following characteristics:

1. Capacity and commitment to deliver quality services.
2. Capacity and commitment to track and monitor outcomes to improve services provided to County residents.
3. Commitment to collaboration and coordination.
4. Commitment to diversity, equity, and inclusion.

Awards from the COVID-19 Humanitarian Response Program will focus on the following four key emergency needs, as developed by working in collaboration and cooperation with service providers, funders, and other community leaders:

1. ***Senior and Homebound Programs.*** Funding for programs serving seniors and those who are homebound by providing meals, care coordination, cleaning supplies, and any appropriate personal protective equipment. ***Funding Available: \$1,000,000***
2. **Housing Stabilization**
 - A. **Screening & Referral.** *Screening and Referral.* Funding is available to connect

eligible households to housing counselors and also receive referrals for other needed supports. **Funding Available: \$250,000**

- B. **Homeless Prevention:** St. Louis County is seeking nonprofit organizations with the experience, capacity, and training to provide separate but interconnected homeless prevention services. If working collaboratively, organizations must submit separate proposals and budgets. Necessary services include:

1. *Housing Advocacy.* Funding will be used on behalf of families towards rental assistance paid directly to landlords, rental arrears, security deposits, moving expenses, and other housing-related supports necessary for maintaining stable accommodations. Activities will include conducting intake, working with families on assessing housing needs and service goals, conducting home visits, communicating directly with landlords to stabilize housing, and connecting to financial assistance. **Funding Available: \$2,300,000**
2. *Legal Advocacy.* Funding for anti-eviction and civil legal support for households who are at risk for homelessness. Legal assistance includes advice and litigation services in eviction court, mediation in eviction court, representation and litigation to access or preserve public assistance benefits, and counsel with issues related to family and domestic violence law. **Funding Available: \$210,000**

- C. **Housing and Utility Assistance:** St. Louis County is also seeking nonprofit organizations to provide housing and utility assistance.

1. *Temporary Financial Housing Assistance (Rental and Mortgage Assistance).* Funding for organizations experienced in rental and mortgage assistance delivery to administer financial assistance to families directly affected by the COVID-19 crisis. **Funding Available: \$2,500,000**
2. *Utility Assistance.* Funds will be used to reimburse the organizations for payments made directly to utility companies on behalf of St. Louis County residents to restore utility services or prevent utility disconnections in an effort to combat the negative impacts of the COVID-19 crisis. **Funding Available: \$1,700,000**
3. *Legal Advocacy.* Funding for civil legal support for households who are at risk for eviction or foreclosure. Assistance includes advice and litigation services; mediation in eviction and foreclosure court cases; representation and litigation to access or preserve public assistance benefits; and counsel with issues related to family and domestic violence law. **Funding Available: \$40,000**

4. **Technology.** Funding that supports measures related to COVID-19 social and emotional isolation and communication needs for accessing health, social services, educational, and support networks, including providing prepaid cell phones, tablets, computers, or WiFi hotspots. **Funding Available: \$1,000,000**
5. **Social & Emotional Wellness of Children:** Funding to provide technical assistance and training to child care centers and in-home child care providers related to meeting the social and emotional needs of children and youth throughout St. Louis County who have been impacted by the COVID-19 crisis. **Funding Available: \$500,000**

The County may release additional emergency funding opportunities in the future for both intermediate and longer-term support to address recovery as the County continues to assess the needs of the community.

SECTION 2: RFP SCHEDULE, INSTRUCTIONS AND COMMUNICATIONS

2.1 KEY DATES AND DEADLINES

While it is the County's goal to meet the dates specified, in the event these dates change, proposers will be notified via an addendum posted on the County's website.

KEY ACTIVITIES	KEY DATES
RFP Issuance	June 3, 2020
Deadline for Questions & Requests for Clarifications	June 11, 2020
Deadline for Submission of Proposals	June 17, 2020 @ 5PM CST
Evaluation Period	June 19, 2020 – June 26, 2020
Anticipated Announcement of Awards	Est. July 2, 2020

2.2 SUBMISSION

1. Proposals and related materials can be submitted online by the applicable Deadline for Submission of Proposals specified above at the online portal available at: https://stlcsf.smapply.io/prog/stlouisco_cares_humanitarian.
2. Submissions received after the Deadline for Submission of Proposals specified above will not be accepted or considered.

2.3 MULTIPLE SUBMISSIONS

A proposer may submit multiple proposals prior to the Deadline for Submission of Proposals specified above. A separate application must be submitted for each proposal. Proposers who submit multiple proposals will be notified of the funding decision for each proposal. A proposer may receive more than one award, although the County does not anticipate that will be typical.

2.4 COMMUNICATIONS

1. The designated points of contact for this RFP are Andrea Jackson Jennings, Department Director, St. Louis County Department of Human Services and Emily Koenig, Acting Executive Director, St. Louis County Children's Service Fund.
2. Any questions regarding this RFP shall be submitted in writing by the Deadline for Questions & Requests for Clarifications specified above, to allow time for posting of any necessary addenda before the Deadline for Submission of Proposals specified above. Questions and requests for clarification may be submitted via email at humanitarian@stlouisco.com.
3. Contact with any representative, other than that outlined herein, concerning this Notice is prohibited. "Representative" shall include, but not be limited to, all elected and appointed officials, and employees of County and the agencies within the County.

2.5 REVISIONS TO RFP

Any changes or updates to this RFP will be in the form of an addendum posted on the County's website at stlouiscareshumanitarian.com. It is the proposer's responsibility to monitor the site for any addenda.

SECTION 3: SCOPE OF PROPOSALS

3.1 QUALIFICATIONS

1. The County is seeking proposals from qualified Charitable Organizations with the experience and capacity to provide services, programs and/or support outlined in this RFP.
2. Proposals will be accepted under all four priority areas for services outlined in Section 1.3 above to County residents.

3.2 ELIGIBLE EXPENDITURES

1. The County is seeking Charitable Organizations that are able to rapidly deploy awards made from the COVID-19 Humanitarian Response Program and provide the services, initiatives, programs, or other purposes for which such awards are made. Charitable Organizations that receive awards hereunder will be expected to perform all services to the satisfaction of the County as outlined in the award and the documents to be entered into connection therewith.
2. Under the CARES Act, 42 U.S.C. § 801, payments from the Coronavirus Relief Fund (and thus awards made from the COVID-19 Humanitarian Response Program) can only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the County; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
3. The County reserves the right to impose requirements and restrictions, including on the use of the funds awarded from the COVID-19 Humanitarian Response Program, that are not contrary to the terms of this RFP, the CARES Act, 42 U.S.C. § 801, and other applicable laws, rules, regulations, and governmental decisions and interpretations thereof. By submitting a proposal in response to this RFP, each proposing party acknowledges and agrees to the foregoing and that such requirements and restrictions are subject to revision from time to time.

3.3 INELIGIBLE EXPENDITURES

1. Any cost or expenditure of funds awarded from the COVID-19 Humanitarian Response Program that does not meet the requirements set forth in Section 3.2 above – or any of the other requirements described in this RFP – is prohibited.
2. Without limiting the generality of the foregoing, the following is a non-exhaustive list of expenditures and other uses of funds awarded from the COVID-19 Humanitarian Response Program that are **prohibited**:
 - Expenses that have been, or will be, reimbursed by any other source, including under any federal program, such as reimbursement by the federal government, whether pursuant to the CARES Act or otherwise.
 - Reimbursement to donors for donated items or services.
 - Severance pay.
 - Legal settlements.
 - Damages covered by insurance.
 - Assistance to meet tax obligations.
 - Lost revenue.
 - Expenditures by the proposer of such awarded funds that are not necessary

to respond to the COVID-19 public health emergency and/or will not be made by December 30, 2020.

- Expenses unrelated to a qualifying proposal.
- Capital improvement projects that are not necessary expenditures incurred due to the COVID-19 public health emergency.
- Prepayment on contracts to the extent that doing so would not be consistent with the proposer's ordinary course policies and procedures.

The United States Department of the Treasury provides additional guidance and an FAQ on its website dedicated to the CARES Act, which can be located here:

<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

Other requirements and conditions may apply to awards made under the COVID-19 Humanitarian Response Program, including but not limited to, any applicable requirements, terms, and conditions under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

SECTION 4: PROPOSAL REQUIREMENTS

To standardize submissions and assist in evaluation, proposals must include the information and documentation described below:

4.1 PROPOSER BACKGROUND

A description of the proposer's capacity to meet the RFP requirements, including:

- a. The capacity and ability of the proposer to perform and implement all services, programs, and work described in the proposal within the time periods specified therein, but in no event make any expenditure of the funds awarded later than December 30, 2020.
- b. The ability of the proposer to tailor its proposal to respond to the COVID-19 public health emergency and its effects.
- c. The organizational identification number of the proposer and, if applicable, the taxpayer identification number of the proposer.
- d. The membership structure of the proposer, if applicable.
- e. The names and total compensation of the five most highly compensated officers of the proposer if:
 - i. the proposer in the preceding fiscal year received: (1) 80% or more of its annual gross revenues in federal awards; and (2) \$25,000,000 or more in annual gross revenues from federal awards; and
 - ii. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

4.2 PROPOSAL DETAILS

1. Each applicant shall submit the following via the online application management system noted in section 2.2.1. The following forms are required and included within in the online application:
 - a. Application (the “**Application**”) attached hereto, duly completed and duly executed by an authorized officer or other authorized representative of the proposer. Application can be accessed in the following location (include SM link):
 - b. Program Budget.
 - c. CARES Act Coronavirus Relief Fund Certification.
 - d. Work Authorization Affidavit for Business Entities pursuant to 285.530 R.S.Mo.
 - e. Exceptions to Section 7.
 - f. Additional Certifications.
3. Each proposer must also submit the following documents or, if the proposer does not have any of the following documents, a written explanation explaining in reasonable detail why such documentation is unavailable.
 - a. IRS Determination Letter
 - b. Most recent 990
 - c. Certificate of Good Standing
 - d. For organizations with annual budgets over \$1,000,000, submit a copy of the most recent annual audit.

4.3 REQUESTS FOR ADDITIONAL INFORMATION

The County reserves the right to request additional or clarifying information from any proposer at any time, including such additional information as the County may reasonably require to ensure the proposal and requested award will comply with all applicable legal requirements and will achieve the purposes of the COVID-19 Humanitarian Relief Program.

SECTION 5: EVALUATION OF PROPOSALS

5.1 EVALUATION COMMITTEE

Evaluation of proposals will be conducted by a committee (the “**Evaluation Committee**”) comprised of County staff and community volunteers with subject matter expertise &/or lived experience related to social services, philanthropy or administration.

5.2 PROPOSAL EVALUATION

1. The Evaluation Committee will evaluate all submitted proposals with the objective that awards be made to proposers that demonstrate the capacity to provide services in the best interest of the St Louis County residents as described herein with an emphasis on equity.
2. The proposals shall be evaluated according to the following criteria:
 - a. **Description of Need & Target Population (25 weighted points), & Program Services (25 weighted points):** Proposals must describe accessible services that address the described needs of the target population.
 - b. **Equity (15 weighted points):** Proposals must demonstrate a commitment to serving under-resourced communities, as well as those working with populations disproportionately impacted by the emergency, with a focus on equity.
 - c. **Capacity (15 weighted points):** Proposals must demonstrate that the organization has the capacity to provide services as described.
 - d. **Agency Financial Information (10 weighted points):** In addition to providing agency-wide financial information, proposals must ensure that requests are relevant, appropriate, and reasonable relative to the specific objectives of the program and the number of citizens served.
 - e. **Regulatory & Compliance Matters (10 weighted points):** Proposals demonstrate a clear understanding of the compliance requirements including data collection and management.

5.3 ADDITIONAL INFORMATION

1. The Evaluation Committee will evaluate the written proposals and may additionally evaluate:
 - a. Information from formal presentations (as needed).
 - b. Agreement on the terms of the awards as evidenced by the absence of exceptions to the definitive documentation thereof.
 - c. Factors such as emerging issues, community needs, availability of specific services, and other factors requiring additional consideration.

SECTION 6: CONTRACT FORMATION

6.1 PRE-CONTRACT DISCUSSIONS

Following the approval by the County of a proposal for an award under the COVID-19 Humanitarian Response Program as described above, the County will work “one-on-one” with the relevant proposers to finalize project scope of work.

6.2 CONTRACT FORMATION

The County intends to reach mutually satisfactory agreements with proposers whose proposals are approved. The terms contained in Section 7 (“**Contract Requirements**”) of this RFP will be included in the negotiated agreement. The agreement shall be based on the terms contained in Section 7, the proposal documents, the proposal submitted by the selected proposers, the legal requirements applicable to the COVID-19 Humanitarian Response Program, and items resulting from the associated negotiations.

SECTION 7: CONTRACT REQUIREMENTS

The following contract terms, in addition to the terms and conditions otherwise set forth herein, will be included in the contract award (the “**Contract**”) to be entered into by the County and each recipient of an award of funds from the COVID-19 Humanitarian Response Program (each “**Recipient**”).

Each proposer shall acknowledge acceptance of the contract terms or state “Take Exception” to each specific term and offer alternative language. Proposer shall specifically list any exceptions taken (by number) in the corresponding form. If no exceptions are taken by a proposer, such proposer shall acknowledge acceptance of the contract terms by stating such position on the “Take Exceptions” form provided in the online application system.

The County expressly reserves the right to include any additional or different terms in the Contract.

7.1 USE OF AWARDS

1. The Recipient shall use the amounts awarded from the COVID-19 Humanitarian Response Program solely for the purposes of the costs and expenses incurred in connection with the implementation of the proposal as set forth in (and subject to any restrictions or limitations to be specified in) the Contract. Costs may include both direct costs and, if desired by Recipient, indirect costs. The applicable indirect cost rate will be either: (a) the indirect cost rate negotiated between the Recipient and the federal government (if any); or, if no such rate exists, (b) the de minimis rate of 10 percent of modified total direct costs, as defined in 2 C.F.R. § 200.68.
2. The Recipient shall ensure that the amounts paid under the COVID-19 Humanitarian Response Program are spent as outlined in the RFP, the Application, the Contract, and as required by the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith.
3. The Recipient shall ensure, certify, warrant, and represent that all expenditures by the Recipient of the amounts awarded from the COVID-19 Humanitarian Response Program will comply with all Federal statutes, regulations, and the terms and conditions of the CARES Act applicable to the Coronavirus Relief Fund and awards

and subawards made thereunder, including that such expenditures: (a) are necessary to respond to the public health emergency with respect to COVID-19; (b) are or will be incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (or such other time as required by the County, consistent with applicable law); and (c) will not be used for any ineligible expenditures under the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith.

4. The Recipient shall ensure, certify, warrant, and represent that the Recipient is not debarred, suspended, or otherwise excluded from, or ineligible for participation in, federal, state, or County assistance, funding, programs or activities.
5. The Recipient shall ensure, certify, warrant, and represent that Recipient is, or has been, audited when required by Subpart F—Audit Requirements of 2 CFR Part 200.

7.2 SUBCONTRACTS, SUBGRANTS, AND SUBAWARDS

1. The Recipient shall not make any subgrants or subawards from the funds awarded.
2. The Recipient shall not enter into any subcontracts relating to any approved proposal without the express prior written approval of the County. A request for any such approval shall be submitted no later than 30 days prior to the entry into such subcontract. As a condition precedent to granting its approval, the Recipient shall provide such information as may be reasonably required by the County to comply with any applicable legal requirements, including, without limitation, the CARES Act and the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. § 6101 note).

7.3 RETURN OR REPAYMENT OF AWARDS

1. The Recipient shall immediately repay to the County any funds that the County, the United States Department of the Treasury, or any other appropriate governmental authority determines were expended or otherwise used in violation of the CARES Act, 42 U.S.C. § 801(d), and any applicable regulations and guidance issued in connection therewith, including expenditures that were not necessary to respond to the COVID-19 public health emergency.
2. The Recipient shall return to the County by December 30, 2020, any and all awarded funds not fully expended in accordance with the Application and the definitive documentation governing the same.

7.4 INDEPENDENT RECIPIENT

The relationship of the Recipient to the County shall be that of independent contractor, and no principal agent or employer-employee relationship is created by the Contract.

7.5 CONFLICT OF INTEREST

The Recipient shall not employ as a director, officer, employee, agent, or sub-contractor any elected or appointed official of the County or any member of his/her immediate family.

7.6 NON-DISCRIMINATION OF EMPLOYMENT

The Recipient shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or ability. The Recipient shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or ability. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship. In the event of the Recipient's noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and Proposer may be declared ineligible for further County contracts.

7.7 CHANGES IN CONTRACT

The Contract may be changed only upon the written agreement of the parties.

7.8 GOVERNING LAW

The Contract will be made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri, subject to application of the CARES Act and any related federal laws, rules, regulations, and guidance, shall govern the construction of the Contract and any action or causes of action arising out of the Contract. All claims or causes of action arising out of the Contract shall be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri.

7.9 WORDING CONFLICTS

Should there be a conflict in wording between the Contract and the Recipient's RFP response, the Contract shall prevail. The Proposer's RFP response shall be attached and incorporated into the Contract.

7.10 INDEMNIFICATION

To the extent allowed by law, the Recipient shall indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, and expense, to the fullest extent permitted by law, including but not limited to attorneys' fees arising out of or

resulting from (i) injuries to persons or damage to property occasioned by any acts or omissions of the Recipient, its subcontractors, agents, independent contractors or employees, (ii) any breach of the covenants, representations, certifications, and warranties made by the Recipient in connection with the proposal or the award of funds from the COVID-19 Humanitarian Response Program, (iii) any determination by the County, the United States Department of the Treasury, any other governmental authority, or as otherwise determined by a court of law, that the Recipient's administration or expenditure of the funds awarded from the COVID-19 Humanitarian Response Program was inconsistent with, or in violation of, any applicable law, including the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith, or (iv) any use of the funds awarded from the COVID-19 Humanitarian Response Program to the Recipient, or the performance of the services or activities relating thereto, or any other activities of the Recipient, its subcontractors, agents, independent contractors, or employees.

7.11 CONTINGENT FEE

The Recipient represents and warrants that no agreement has been made with any person or agency to solicit or secure the Contract upon an understanding for a gratuity, percentage, brokerage or contingent fee in any form to any person. For breach of this representation and warranty by the Recipient, the County may, by written notice to the Recipient, terminate the right of the Recipient to proceed under the Contract and will be entitled to pursue the same remedies against the Recipient as it could pursue in the event of a breach of the Contract. As a penalty in addition to any other damages to which it may be entitled to by law, the County may recover exemplary damages in an amount to be determined by the County. The rights and remedies of County as provided in this Section will not be exclusive and are in addition to any other rights or remedies as provided by law.

7.12 BOOKS AND RECORDS

The Recipient shall generate and maintain, in accordance with appropriate accounting practices and procedures, book, records, ledgers, receipts, accounts, back-up documents, and all other information sufficient to demonstrate that all funds awarded from the COVID-19 Humanitarian Response Program to the Recipient were maintained and expended in accordance with the RFP, the Application, the Contract, the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith, including: (a) that any expenditures - (i) are necessary to respond to the public health emergency with respect to COVID-19; (ii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and (iii) will not be used for any ineligible expenditures under the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issue in connection therewith; and (b) if funds are kept in an interest bearing account, the interest or any other proceeds earned thereon are expended only to cover expenditures incurred in accordance with the CARES Act, 42

U.S.C. § 801, and any applicable regulations and guidance thereunder. The Recipient will retain originals of those records for five (5) years from the date of submission of the final report at conclusion of the program.

7.13 REPORTING

1. Recipient acknowledges that information regarding its participation in the program may be publicly disclosed under applicable legal requirements, including the Recipient's name, location, and the amount of funds received. Recipient hereby agrees and consents to the publication of such information.
2. The Recipient shall provide to the County, in a form and manner and timeline to be prescribed by the County in the contract, a report containing the following:
 - a. a description of how awarded funds were utilized;
 - b. the total amount of funds expended to date;
 - c. details regarding the population served;
 - d. the estimated number served;
 - e. what type of assistance has been provided;
 - f. zip codes of those served;
 - g. the estimated number of jobs created or retained by the program, if any;
 - h. a line-item list of all of the expenditures of the funds awarded from the COVID-19 Humanitarian Response Program to the Recipient, to the extent not included in a prior report, including, but not limited to, for each expenditure: date of the expenditure; amount of the expenditure; name, title, address of the payee or recipient; a description of what was acquired; the quantity of what was acquired; invoice number; invoice date; and any further information the County may require; and
 - i. such other information as may be reasonably requested by the County.
3. No later than January 15, 2021, or such other date as the County may specify, the Recipient shall submit a final report to the County, in the form and manner to be determined by the County, summarizing the results of the project and measurements of success, and providing the following information, to the extent not previously included in a prior report:
 - a. a description of how the awarded funds were utilized;
 - b. the total amount of funds expended;
 - c. details regarding the population served;
 - d. the number served;
 - e. what type of assistance has been provided;
 - f. zip codes of those served;
 - g. the estimated number of jobs created or retained by the program, if any;
 - h. a line-item list of all of the expenditures of the funds awarded from the COVID-19 Humanitarian Response Program to the Recipient, not included in

a prior report, including, but not limited to, for each expenditure: date of the expenditure; amount of the expenditure; name, title, address of the payee or recipient; a description of what was acquired; the quantity of what was acquired; invoice number; invoice date; and any further information the County may require;

- i. a certification by the Recipient that the project is completed, that all of its expenditures comply with all Federal statutes, regulations, and the terms and conditions of the CARES Act applicable to the Coronavirus Relief Fund and awards and subawards made thereunder; and
 - j. such other information as may be reasonably requested by the County.
4. Recipient shall provide timely written notification to the County if any audit of Recipient, including any audit conducted pursuant to Subpart F of 2 C.F.R. Part 200, discloses findings relating to funds awarded to Recipient from the COVID-19 Humanitarian Response Program.

7.14 AUDIT RIGHTS

The County, including any designated representatives or designees, may conduct an audit of the Recipient on reasonable written notice to evaluate compliance with the requirements applicable to the award of funds from the COVID-19 Humanitarian Response Program, the Contract, and all applicable state, federal, and County laws, regulations, and guidance, including but not limited to the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith. The Recipient shall cooperate with the County and its designee in performance of any such audit, and make documents and information available to the County when requested.

7.15 REMEDIES

If the County determines that Recipient materially fails to comply with any term of the Contract or any other applicable requirement, the County, in its sole discretion, may take such actions as appropriate and permitted by law, including, without limitation: wholly or partially suspending or terminating the Contract; requiring return of funds provided to the Recipient; prohibiting Recipient from applying for or receiving additional funds for other programs administered by the County until repayment to the County is made and any other compliance or audit finding is satisfactorily resolved; terminating the Contract; imposing a corrective action plan; and withholding further awards.

7.16 TERMINATION

The County shall have the right to terminate the Contract immediately, with or without cause, in the exercise of its absolute and sole discretion, upon written notice to the Recipient. After receipt of such notice, the Contract shall automatically terminate

without further obligation of the parties; provided, however, Recipient shall continue to be obligated to the County for the return of the funds awarded from the COVID-19 Humanitarian Response Program in accordance with applicable provisions of the Contract. Recipient must provide ninety (90) days written notice to County of intent to terminate the Contract.