

AGREEMENT FOR ERAP CASE MANAGEMENT SERVICES

THIS AGREEMENT (“Agreement”) is entered into between BALDWIN TOGETHER and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as “COMMISSION”), and is effective the date last executed below.

WHEREAS, BALDWIN TOGETHER is a cooperative partnership working together supporting Baldwin County residents impacted by COVID-19; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the public purposes which are accomplished by Baldwin Together, which is a coordinated countywide framework to assist and support the residents of Baldwin County in recovery from the economic, sociological, and emotional impacts of the COVID-19 Pandemic. Baldwin Together is comprised of stakeholders and individuals who have significant experience in helping Baldwin County recover from disasters. Baldwin Together has a high degree of professional skill in Long-Term Recovery Case Management, that is, organizing and coordinating the delivery of services and funding to Baldwin County residents who have been impacted by major disasters on a case-by-case basis.

WHEREAS, the COMMISSION recognizes that through their work, Baldwin Together stakeholders have built relationships in the local community that allow them unique access to underserved families and individuals who have been hardest-hit by the Covid-19 Pandemic. Baldwin Together is the only group that can make sure to get the ERAP funding to people who need it most. Its employees are uniquely able to locate and follow up with community members when they are unable to complete grant applications because they have already built relationships in the community through prior disaster relief case management work. Baldwin Together as an organization and its employees are uniquely suited to the task of ERAP case management because they have already committed to bringing out the best in the Baldwin County Community and going the extra mile to ensure those in need have access to disaster relief resources.

WHEREAS, the EMERGENCY RENTAL ASSISTANCE PROGRAM (hereinafter referred to as “ERAP”), funded through the federal Coronavirus Response and Relief Supplemental Appropriations Act, 2020 (H.R. 133), and the American Rescue Plan Act of 2021,

is a program designed to help renters in Baldwin County, Alabama with past due, current, expected rent, utility, and home energy expenses;

WHEREAS, the eligible expenses covered by ERAP are based on U.S. Treasury Guidance;

WHEREAS, the Community Action Agency (CAA) of South Alabama is the fiscal agent for Baldwin Together, which will receive from the COMMISSION and disburse appropriately all funds designated for Baldwin Together's ERAP administration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The COMMISSION will handle all compliance, approval, and allocation matters with regard to the administration of ERAP.
2. Baldwin Together shall assume the responsibility of managing the Emergency Rental Assistance Program on behalf of the Baldwin County Commission, including application intake, compiling all required documentation in accordance with County and Treasury guidance, working with applicants in gathering required supporting documentation needed for audit purposes, follow-up communication with both tenants and landlords, and forwarding completed applications to a clearing house person at the County for final review.
3. The COMMISSION will provide funding to the Community Action Agency (CAA) of South Alabama, as fiscal agent for Baldwin Together, on the first (1st) of each month. CAA will reconcile this funding provision from the beginning of each month with their actual incurred costs at the end of each month. If the reconciliation shows a surplus of funds, CAA will hold the surplus funds, and the COMMISSION will reduce the following month's amount commensurate with the amount of surplus. If, at any point during the month, there is a shortage of funds, the COMMISSION will immediately issue payment to CAA for eligible costs.
4. CAA will provide all documentation on labor, overhead, mileage, etc. to the County for their records with each end-of-month reconciliation. This includes time sheets, receipts, mileage logs, and any other documentation needed to support the amounts reported.

5. The COMMISSION will pay all funds necessary for rental of office space for Case Managers to CAA, as the fiscal agent of Baldwin Together.
6. The COMMISSION will pay additional overhead costs up to two-hundred dollars (\$200) per month to CAA to be disbursed as appropriate.
7. Mileage will be reimbursed based on current County policy (attached as Exhibit A).
8. Baldwin Together shall hire four additional case managers to handle applications. They will be paid \$19 per hour and have 36-hour work weeks. The two current Baldwin Together case managers will remain on staff and continue to work part-time with the ERAP program. The total hours designated to ERAP at \$19 per hour will add up to a monthly ERAP payroll of \$13,224. Baldwin Together shall not use any administrative funding referenced herein outside the provision of case management services for ERAP assistance.
9. If the level of applications increases or decreases to the extent that a change in staffing becomes necessary, then these staffing provisions may be adjusted. Should an adjustment become necessary, Baldwin Together shall communicate the need to the COMMISSION via a letter or email to both the County Administrator and the Clerk Treasurer, and the COMMISSION will examine the need and allocate more payroll funds if they agree with Baldwin Together's assessment of need.
10. Baldwin Together and the COMMISSION will work together to train the Case Managers for ERAP. Baldwin Together will provide training in Disaster Case Management, and the COMMISSION will provide training on the specifics of the ERAP program administration.
11. The COMMISSION will provide three cell phones, six laptops with County security and necessary software, and a scanner to Baldwin Together for the Case Managers to use in their operation of ERAP.
12. A Baldwin Together Case Manager will be assigned to each applicant for ERAP aid to assist them with completing their application in-person or via phone. This includes logging the in-person meetings and/or phone conversations on the application online portal to track the correspondence timeframe.
13. A Baldwin Together Part-time Case Manager will contact all applicants in chronological order who have not submitted their applications to assist with their submissions.
14. As a condition of receiving the COMMISSION's allocation of payroll funding, the Case Managers hired by Baldwin Together shall perform the following services in conjunction with and for the benefit of the COMMISSION in administering ERAP, to wit:

- a. To answer all incoming Baldwin Together phone calls during normal business hours.
 - b. To return all voicemails within eight business hours of receipt.
 - c. To call applicants again the next business day in cases where the Case Managers leave voicemails.
 - d. To respond to all emails sent to info@baldwinaltogether within 8 business hours of receipt.
 - e. To have Case Manager contact information on return emails.
 - f. To email and call applicants if they list their phone numbers on their email requests.
 - g. To reach out to each applicant within 5 business days of being assigned to their case to give the applicant the Case Manager's direct contact information.
 - h. To respond to all assigned applicants' requests for information (hereinafter referred to as "RFI") within eight business hours of receipt.
 - i. To follow-up with applicants by phone and email regarding requested documentation within 5 business days of requests.
 - j. To have all applications processed by Case Managers within a month of being assigned to them.
15. A Liaison will be assigned at the Baldwin County Central Annex to link the Case Managers with the County. They will assist with communication and cooperation between the Case Management Phase and the Final Compliance Phase. They will be responsible for checking on daily progress of the Case Managers and assisting with any troubleshooting that the program may need. They will also be responsible for communicating any program needs to the COMMISSION so that it may address them.
16. All ERAP-related services provided by Baldwin Together on behalf of the COMMISSION shall be made available to the general public regardless of race, age, sex, disability, or religion. Baldwin Together and its employees shall have a non-discriminatory policy while conducting all ERAP-related activities.
17. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in Baldwin Together on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that Baldwin Together is an agent of the COMMISSION.
18. Each party shall indemnify, hold harmless, and defend the other party from any and all claims, demands, notices, violations, findings, actions, or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by Baldwin Together or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of enforcing, defending, or complying with this Agreement, or

otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this section and the rights, duties, and obligations set forth herein shall survive the expiration or termination of this Agreement.

19. Baldwin Together shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the COMMISSION.
20. Baldwin Together shall comply strictly with all laws of Baldwin County, Alabama, the State of Alabama, the United States of America, and all rules and regulations of all applicable agencies thereof.
21. This Agreement, provided in the form as one (1) original instrument for the records of Baldwin Together, and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between Baldwin Together and the COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
22. This Agreement shall be in effect for a period of twelve (12) months, or a shorter time as may be determined by the COMMISSION, commencing on the date of execution of the agreement, and expiring on _____. It may be amended during the aforementioned period only by written amendment executed by Baldwin Together and the COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to Baldwin Together.
23. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.
24. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

Joe Davis, III

As Its: Chairman

Date:

ATTEST:

WAYNE DYESS

County Administrator

BALDWIN TOGETHER
9315 Spanish Fort Blvd.
Spanish Fort, AL 36527

By: DANA JEPSEN

As its: Contact Person/ VOAD Chair

Date:
