

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SAN
BERNARDINO AND INLAND SOUTHERN CALIFORNIA 211+**

This First Amendment to the Professional Services Agreement ("First Amendment") is made and entered into by and between the City of San Bernardino ("City") and Inland Southern California 211+, a subsidiary of Inland Southern California United Way ("Consultant") as of the last date set forth below. City and Consultant are collectively referred to herein as the "Parties."

RECITALS

A. The City and Consultant entered into that certain Professional Services Agreement on 8-26, 2021 for the administration of the City's Emergency Rental Assistance Program ("Original Agreement").

B. On June 28, 2021, Assembly Bill 832 enacting the COVID-19 Rental Housing Recovery Act ("AB 832") was signed into law to provide rent-relief uniformity through the State of California. AB832 extends eviction protections for residential tenants, including requiring a temporary court process for evictions beginning after October 1, 2021.

C. The Parties now wish to amend the Original Agreement to modify program requirements consistent with AB 832 and to add measures to ensure compliance with federal allocation deadlines. Added language has been denoted in underline, language has been struck through when deleted.

NOW, THEREFORE, the Parties agree as follows:

1. Section 2 of the Original Agreement is hereby amended to reference Exhibit "A" (Amended), attached to this First Amendment as Exhibit "A" and incorporated into the Agreement by this reference.

2. Section 4(c) of the Original Agreement is hereby amended in its entirety to read as follows:

Consultant shall draw and expend Program funds to serve qualifying households in accordance with the schedule set forth in Exhibit "B" ("Draw Down Schedule"), beginning with the initial disbursement of the Federal Allocation following the execution of this Agreement. Disbursements as set forth on the Draw Down Schedule will be contingent on Consultant's compliance, in City's sole discretion, with all Program metrics contained in Exhibit "A", Scope of Service, including weekly reports that include total dollar value of applications paid, amount of Federal Allocation funding remaining, and projections of how many additional applications may be funded, among others. The September 1, 2021 disbursement of funds within the Draw Down

Schedule is contingent on Consultant evidencing, to City's satisfaction in its sole discretion, that at least 65% of the Federal Allocation will have been paid to qualifying households pursuant to this Agreement and all incorporated codified standards contained herein before September 30, 2021.

3. Section 4(d) of the Original Agreement is hereby amended in its entirety to read as follows:

City will disburse the Federal Allocation directly to Consultant, subject to the Draw Down Schedule incorporated herein, minus City's Administration Amount, for the sole purpose of making direct service payments to eligible recipients on the City's behalf and for Consultant's administrative costs pursuant to the Not-To Exceed-Amount. The Parties acknowledge and agree the Federal Allocation will only be disbursed subject to ERAP requirements, and all applicable law and restrictions described herein, including reporting requirements consistent with the U.S. Treasury's Reporting Guidance v 1.0 (Addendum).

4. Section 10(b) of the Original Agreement is hereby amended in its entirety to read as follows:

Consultant agrees that Program funds must be administered in accordance with SB 91 and AB 832 and all applicable law. Consultant agrees to reasonably cooperate with the State, as it pertains to the State's administration of the State Allocation, and to the extent it does not substantially impact Consultant's Not-To-Exceed Amount for administrative costs. Such cooperation may include sharing Program data. ~~The Federal Allocation administered by Consultant shall not include direct payments prospective of July 1, 2021 and the State Allocation shall not include direct payments made in arrears as of June 30, 2021.~~

5. Except as modified by this First Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.

6. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

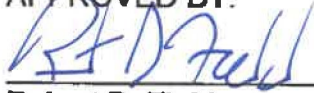
**SIGNATURE PAGE FOR FIRST AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO
AND INLAND SOUTHERN CALIFORNIA 211+**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
date first written above.

CITY OF SAN BERNARDINO

CONSULTANT

APPROVED BY:

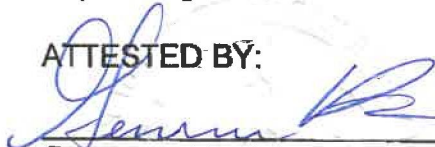


Robert D. Field
City Manager



Signature

ATTESTED BY:



Genoveva Rocha
City Clerk

Lisa Wright

President, 180211+

8/25/2021

APPROVED AS TO FORM:

PP. 

for Best Best & Krieger LLP
City Attorney

EXHIBIT A

SCOPE OF SERVICES (AMENDED)

Scope of Services

Consultant will provide for and oversee the staffing, technology, banking and overall Emergency Rental Assistance Program delivery necessary to properly and efficiently disburse federally funded rental arrears and utility arrears payments on behalf of low-income renter-residents of the City of San Bernardino, pursuant to the U.S. ERAP as described above.

Based on current projections, it is possible that the City may receive between 25,000 and 30,000 applications, based on the number of renter households, in the City of San Bernardino, earning 80 percent of area median income or less. Consultant will be required to show how staffing costs will increase or decrease with corresponding changes in the number of applications that must be processed within the allowable Program timeframe.

Consultant will respond to inquiries, accept and review applications, and determine eligibility based on the requirements of the Consolidated Appropriations Act ("CAA"), 15 U.S.C.A. § 9058a, any rules or guidance promulgated by the U.S. Treasury, and all other applicable federal laws and regulations, including the grantee award terms approved by the United States Office of Management and Budget (Document No. 1505-0266), available at <https://home.treasury.gov/system/files/136/Emergency-rental-assistance-terms-FINAL.pdf> and incorporated herein by this reference (collectively "Federal Laws and Regulations").

It is the Consultant's responsibility to remain current on all such requirements. The number of applications, level of funding, and households served are subject to change and could vary based on a wide variety of factors. However, the Consultant will be responsible for delivering all necessary services to properly disburse the funding available in compliance with the applicable rules and laws. The Program will provide payments to landlords (and tenants, if applicable) on behalf of low-income households, including payment of rent arrears and future rent obligations (up to three months). Payments may also include utilities, if part of the lease and made as part of the rent payment. The Program will also provide payment to utility providers for utility arrears, on behalf of low-income households. Statutory eligibility requirements include:

- A household who is obligated to pay rent on a residential dwelling unit;
- A household in which one or more individuals qualified for unemployment benefits; or
- Experienced a reduction in household income, incurred significant costs, or experienced a financial hardship, due directly or indirectly to COVID-19, which the applicant shall attest in writing and/or provide evidence of such;
- A household in which one or more individuals can demonstrate a risk of experiencing homelessness or housing instability, which may include:
 - a past due utility or rent notice or eviction notice;
 - unsafe or unhealthy living conditions; or

- any other evidence of such risk, as determined by the City; and
- the household has an income that is not more than 80 percent of the area median income in 2020 or 2021 at the time of application.

Prioritization of Assistance: In reviewing applications for assistance and housing stability services the Consultant shall prioritize consideration of the application of an eligible household that satisfies any of the following conditions:

1. Households who are renter-residents within the incorporated city limits of the City.
2. Renter-resident households in the 40 most vulnerable underserved Census Tracts ("Priority Census Tracts") in the incorporated city limits of the City. Listed in Exhibit A-1, attached and incorporated by reference, are the Priority Census Tracts as identified by Loma Linda University. The Priority Census Tracts must be prioritized by the Consultant, in consultation with the City, and City will cooperate with Consultant in determining eligible applications based on those Priority Census Tracts for qualifying assistance under the Program pursuant to this Exhibit "A," ERAP requirements, and the issued RFP, incorporated by reference as Exhibit "D."
3. Households with incomes less than 50 percent of area median income. The method to ensure the prioritization of assistance to qualifying households must be posted to the Program's web page by July 15, 2021.
4. Households in which one or more household members are unemployed as of the date of the application for assistance and have been unemployed for 90 days.

The Consultant will design and maintain a secure, web-based portal available for tenants and landlords according to the specifications in this Scope Of Work and in compliance with the standards of the California Department of Technology. The City will, in consultation with the Consultant, set dates for the opening and closing of the application period and any application rounds as may be determined by the City. Applications will only be accepted through the Consultant's applicant portal. A complete application will include responses to all required data fields in the applicant portal and uploaded attachments such as lease documents, income verification, identification, etc.

The Consultant will provide customer service staff to operate a call center to answer questions and assist applicants in completing the application in multiple languages per Section 601 of Title VI of the Civil Rights Act of 1964, and any other applicable State or federal law or policy. The Consultant will contract with a citywide network of community-based organizations to promote the Program, answer applicant questions, and assist applicants in completing the application. The Consultant may propose strategies or materials to successfully drive participation for City's consideration.

The Consultant may utilize third- party data sources to verify identity, determine whether applicants meet income eligibility requirements, and flag those who are receiving duplicative forms of assistance. Third party data may also be used to verify the applicant's income, employer documentation (pay stubs), tax returns, landlord and tenant banking information, pending additional federal guidance. The Consultant may propose the utilization of a bot or similar technology to search third party databases.

Utilization of third party data will be Consultant directed and facilitated. The City does not currently have access to alternative data sets that may be used to cross-reference eligibility.

Compensation parameters for rental arrears for landlords and utility providers:

- **Rent Arrears:** ~~Payment of rent arrears for up to 12 months, if the arrears are due to COVID 19. Only rent arrears that accrued as of March 13, 2020, and concluded on or before June 30, 2021 are eligible for payment. March 13, 2020 is the date of the emergency declaration pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C 5191(b). Pursuant to Health and Safety Code section 50897.1(d)(1) and 50897.1 (d)(2), and ensuring consistency with all Federal Laws and Regulations, assistance for rental arrears shall be set at compensation of 100 percent of an eligible household's unpaid rental debt accumulated on or after April 1, 2020, for a total of not more than twelve months of assistance. Rental assistance is available, even if the eligible household no longer occupies the residential in connection with the rental assistance request (i.e., allow rental assistance payments to households to address rent debt in situations where a tenant no longer occupies the residential unit.)~~
- **Prospective Rent under Consultant:** ~~Assistance for prospective rent is limited to the period that precedes June 30, 2021, based on any application by or on behalf of a household, except that the household may receive assistance for prospective rent payments for additional months (i) subject to the availability of remaining funds, (ii) based on a subsequent application for additional assistance, and (iii) assistance provided to the household does not exceed twelve (12) months. Pursuant to Health and Safety Code section 50897.1(f), and ensuring consistency with all Federal Laws and Regulations, funds used to provide assistance for prospective rent payments for an eligible household shall be set at 100 percent of the eligible household's monthly rent, and limited to three months, except that the household may receive assistance for prospective rent payments for additional months (i) subject to the availability of remaining funds, and (ii) based on a subsequent application for assistance.~~
- **Utilities and HOME Energy Costs:** ~~Payments to public utilities are permitted. Only utility arrears that accrued prior to June 30, 2021 are eligible for payment. Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs such as fuel oil. Utilities and home energy costs that are covered by a landlord will be treated as rent. Payments to public utilities are permitted. Assistance for utility payments, and ensuring consistency with all Federal Laws and Regulations, shall be set at compensation of 100 percent of unpaid utility payments that date back to April 1, 2020, or future payments, for a total of not more than 12 months of assistance. Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs such as fuel oil. Utilities and home energy costs that are covered by a landlord will be treated as rent.~~

- **Other expenses related to housing incurred due to COVID-19:** Expenses must be related to housing and be incurred directly or indirectly due to COVID-19. Such expenses, and ensuring consistency with all Federal Laws and Regulations, include relocation expenses, security deposits, and rental fees (if a household has been temporarily or permanently displaced due to COVID-19); reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19). ~~For assistance provided through the Program, compensation shall be 100 percent of an eligible household's unpaid rental debt from March 13, 2020 until June 30, 2021, subject to availability of funds and the restrictions set forth herein and by applicable law.~~
- ~~For assistance provided through the Program, compensation shall be 100 percent of an eligible household's unpaid utility debt from March 13, 2020 until June 30, 2021, subject to availability of funds and the restrictions set forth herein and by applicable law.~~

The Program will provide payments to landlords on behalf of low-income households, including payment of rent arrears and future rent, and will provide payment of unpaid utility debt to utility providers.

Program Requirements

1) Call Center

a) The Consultant shall develop a Customer Service Plan that includes, but is not limited to, the call center model, channels of support, service level agreements (SLA), key performance indicators (KPI), roles and responsibilities, monitoring, reporting, and continuous improvement. The Consultant shall define KPI targets as discussed with and approved by the City.

b) The Consultant will provide for staffing levels for the Call Center indicated in Consultant's Proposal. Staffing levels must be adjusted as necessary to achieve the required KPIs. The City is not prescribing minimum staffing levels.

c) The Consultant will provide a Training Plan acceptable to the City for all Consultant staff working in the Call Center that meets the requirements per the table below. This training plan will include sensitivity training to all staff interacting with the public to prepare them for appropriate communication with customers from different and diverse backgrounds who may be calling in times of personal duress.

d) The Consultant will produce daily metrics reports that will, at a minimum, include updates on all KPIs and other required fields as required by the City.

e) The Consultant will establish a 1-800 number to support incoming calls to the Call Center.

f) Customer Service staff shall be accessible through a toll-free number which shall be operational from 7 am- 7 pm PST Monday through Saturday, except state and federal holidays, during the application period; hours may shift after that period based on the written approval of City.

g) Personal Identification Information (PII) may not be transferred from applicants or landlords by email; the Consultant will provide a secure method to receive documents with PII, utilizing portal, encrypted emails, etc., and the Consultant shall ensure that all PII in its possession is maintained and secured in accordance with all applicable federal, state, and local laws and regulations.

2) Case Management

The Consultant shall develop Application Review Procedures that will include the process for case management staff and supervisors to review applications and documentation, verify eligibility, validate income and rent calculations, collect landlord payment data, and approve subsidy payments under the oversight of the City. This will include developing process flow diagrams, policies and procedures, and other documents as necessary. The Consultant will recommend quality control protocols and

internal controls to ensure accuracy, prevent fraud, and minimize error. The Consultant shall define methods and workflow and establish KPI targets with City approval. The Case Management Plan should include, but not be limited to:

a) Case managers will perform a Primary Review to determine applicant eligibility as determined by the Act, and based on the eligibility criteria agreed upon with the City. As a result of the Primary Review, applications will be approved, denied, or paused due to insufficient/incomplete information; applications that are paused will receive a Secondary Review for remediation, where case managers will request and review missing or clarifying documentation. Applicants may also appeal a denial, which would trigger one additional review.

b) The Consultant will provide for the staffing levels for Case Management, Financial Management and Quality Control proposed in Consultant's Proposal. Staffing levels will be adjusted as necessary to achieve the required KPIs based on written approval by the City.

c) The Consultant is responsible for ensuring that no duplicate payments are issued and may be held financially responsible for duplicate payments or overpayments that must be recaptured by the Consultant. The Consultant will also be responsible for coordinating with the State of California Emergency Rental Assistance Program that will concurrently be operated in the City of San Bernardino, to share data on households assisted so that duplication of services may be identified. The Consultant will, at a minimum, ensure that:

i. No individual is able to submit and have approved more than one application to the Program on behalf of the same eligible household over the same time period;

ii. No individual who submits an application is also listed as a household member on another application;

iii. No individual is counted as a household member on more than one application; The landlord and the tenant are not the same person.

d) The Consultant will, at a minimum, be expected to cross-reference names, addresses and social security numbers (if available) of applicants and household members. It is anticipated that the Consultant's technology solution (see requirements below) will automate this function and flag duplicate applications to the greatest extent possible. Case managers will work Monday through Saturday from 7 a.m. to 7 p.m. PST, except State and federal holidays. Case managers' hours should be staggered to ensure sufficient coverage.

e) The Consultant shall provide the City with a case manager performance report, at least once a week, in a mutually agreed format. These reports shall document performance at least over the past 48 hours, including but not limited to the current case manager Staffing Level, the number of initial and secondary reviews completed, ~~landlord W-9s collected and matched~~, number of applications

in approved, denied and paused status, the average application processing times, and common, aggregate reasons for denial of assistance.

f) Consultant will be responsible for ensuring that its services rendered include responsibility for implementing measures and systems to prevent the illegal and improper payment of funds (hereafter "Wrongful Payments") to putative tenants or landlords (hereafter "Wrongful Recipients"). This must include measures that among other matters prevent fraud resulting from: tenant applicants; landlord applicants; collusion or cooperation among tenants, landlords and third parties; intrusion into the Consultant's technological and evaluation system and process; and intrusion into the payment system or methodology. Consultant shall indemnify, defend and save harmless the City of San Bernardino and its officers, agents and employees from any and all claims and losses accruing or resulting from the Consultant's provision of services under any contract resulting from this RFP and for any Wrongful Payments, whether resulting from the intentional misrepresentation, negligent misrepresentation, or deceit of the Wrongful Recipients, Consultant or its agents, or any other third party.

g) The Consultant's technology solution shall meet or exceed the functional and nonfunctional requirements set forth in the table below.

3) Application Portal

a) The Consultant will ensure the development and implementation of the application portal to securely accept applications. The Consultant will provide secure, web-based applicant and landlord portals to accept applications for tenants and landlords. All Program applicants must receive an emailed confirmation that their application was received within 48-hours of the time of the application was submitted.

b) The customer facing portal must be accessible to individuals with vision impairments (i.e., usable by screen reader) and translatable into non-English languages in accordance with Section 601 of Title VI of the Civil Rights Act of 1964, USDT Guidance and any and all other applicable state and federal laws and policies. The customer facing portal is available in English or Spanish and assistance is available in other languages through Consultant's 211 line.

c) The Technology Solution shall also have a feature that notifies tenants and landlords through multiple formats (i.e. email, SMS, phone, etc.) when an action is needed to advance the application. Further, the Technology Solution should also notify the landlord and/or tenant when one of these parties initiates an application through multiple formats (i.e. email, SMS, phone, etc.). The data shall be available for the use of the City in a form that is usable and exportable. If any PII data is provided to the City, the City will be responsible for the proper protection of such data while in City's possession, and cannot hold the consultant accountable should this data be breached as a direct result of City's acts or omissions with respect to that PII data. To ensure Consultant reach applicants who may not have the ability to access the Portal online or via smartphone, Consultant, in consultation with the City, will ensure there is at least one physical

drop-off location within the City, properly publicized, where applicants can initiate an application, which shall be available at the same time the Portal goes online.

4) Develop Portal Alternative prior to launch of the Portal.

Consultant must provide an alternative application process for the Program, which the City will approve, in order for City residents who do not have access to the Portal are still able to apply for the benefits of this Program.

5) In order to provide time for City review prior to the September 15, 2021 deadline set forth in state law, Consultant shall, by September 1, 2021, develop necessary mechanisms required under Health and Safety Code section 1179.12, through which landlords, tenants, and the court may, by telephone or online access (1) verify the status of the application based on property address and unique application number, (2) obtain copies of any determination on an application for rental assistance with the requirements specified in Health and Safety Code section 1179.12.

6) Fund Disbursement

Applications that have been accepted for a disbursement shall be processed for payment. The Contractor's fund disbursement process shall include:

a) The verification and validation of the landlord and utility provider's bank account in a "pre-notification confirmation process".

b) The management of a safe and secure transfer of rental assistance funds to the landlord or utility provider's bank account.

c) The monitoring for any failed payments and coordination to resolve such failures with the landlord or utility provider.

d) When rental assistance payments are provided directly to an eligible household the eligible member of the house household must attest under penalty of perjury that the household will provide the full amount of rental arrears to the landlord within 15 days, excluding Saturdays, Sundays, and judicial holidays.

e) When rental assistance payments are made directly to the landlord, they must be conditioned on the landlord's agreement to accept the payment as payment in full of the rental debt owed by any tenant within the eligible household for whom rental assistance is being provided for the specified time period. The landlord's release of claims shall take effect only upon payment being made to the landlord. The landlord's agreement to accept payment as payment in full, shall include the landlord's agreement to release any and all claims for nonpayment of rental debt owed for the specified time period, including a claim for unlawful detainer pursuant to paragraph (2) and (3) of Section 1161 of the Code of Civil Procedure, against any tenant within the eligible household for whom the rental assistance is being provided.

f) The notification of the landlord and utility provider of the payment processing status with automated notifications.

f) The tracking of payment distributions and reporting to the City.

h) The Consultant will maintain and report weekly on the budget for the Program allocation, and will at a minimum track:

- i. The total dollar value requested for the applications received,**
- ii. The total dollar value for applications approved but not yet paid,**
- iii. The total dollar value of applications paid,**
- iv. The amount of funding remaining,**
- v. Projections of how many applications may be funded, not including the cost of administration,**
- vi. Total expenses to date, and**
- vi., Projected future costs for the Consultant.**

| SUPPLEMENTAL SCOPE OF WORK TABLE | |
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| PART 1A: PROGRAM MANAGEMENT | |
| STAFFING OVERSIGHT | |
| 1 | <p>The Consultant will hire and train Program Management staff and provide an updated organizational chart and management structure immediately upon contract execution. Suggested positions to be included with this cost are below. However, the Consultant may propose a different structure.</p> <ol style="list-style-type: none"> 1. Program Director 2. Financial Administrator 3. Program Technology Officer 4. Marketing Administrator |
| 2 | <p>The Consultant will provide for the following staff for the Call Center indicated in their Proposal by the date listed in the Timeline of Deliverables. After that date, staffing levels will be adjusted as necessary to achieve the required Key Performance Indicators ("KPIs").</p> <ol style="list-style-type: none"> 1. Customer Service Representatives 2. Customer Service Supervisors 3. Call Center Coordinator |
| 3 | <p>The Consultant will provide staff for Case Management, proposed in their Proposal by the date listed in the Timeline of Deliverables. After that date, staffing levels will be adjusted as necessary to achieve the required KPIs.</p> <ol style="list-style-type: none"> 1. Case managers 2. Case Management Coordinator |
| 4 | <p>The Consultant will provide staff for Fund Disbursement and Fraud Detection proposed in their Proposal by the date listed in the Timeline of Deliverables. After that date, staffing levels will be adjusted as necessary to achieve the required KPIs.</p> <ol style="list-style-type: none"> 1. Funds Transfer Manager 2. Payment Officers 3. Financial Specialists |

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| 5 | California Department of Housing and Community Development ("HCD") may request that the Consultant hire additional staff, create new labor categories not listed in this State of Work ("SOW"), and negotiate labor rates for new roles as necessary. |
| 6 | The Consultant will provide an Operating Plan, including organizational chart, job descriptions, a list of subcontractors, reporting roles, internal control procedures, etc. |
| 7 | <p>The Consultant will conduct background checks in compliance with California law for all employees working on this program according to procedures approved by HCD and in accordance with California law, and at the Consultant's sole expense. Any background information received by the Consultant from any source must not be used to discriminate against an applicant or employee in violation of federal laws that protect applicants and employees from discrimination. Background checks shall include:</p> <ul style="list-style-type: none"> o Social Security Number Trace and Address History o Federal Criminal Conviction Report o Nationwide Criminal Conviction Report o Statewide Criminal Conviction Report o National Sex Offender Registry o State Sex Offender Registry - All states in which the individual has resided o College/University Degree – May be performed based on position <p>This requirement must be complete within 15 days of employee start date.</p> |
| 8 | The Consultant will ensure that a sufficient number of Consultant staff are Spanish speaking and bilingual and are available to respond to all inquiries; The Consultant shall have a plan for providing translation services for inquiries in other languages. |
| 9 | The Consultant shall provide for TTY or other technology to assist people who are hearing impaired if routing to a Local Partner in the Network is not a viable option. |
| 10 | Consultant will ensure that all staff with access to Personal Identification Information (PII) have been trained on applicable PII Confidentiality and Security requirements and require staff to sign nondisclosure agreements. Staff found to be violating confidentiality protocols or compromising applicant data shall be immediately terminated. The Consultant will inform the City in writing immediately of any breach in data security. |
| TRAINING | |
| 1 | <p>The Consultant will provide a Training Plan acceptable to the City for all Consultant Staff working in the Call Center; This plan will include:</p> <ol style="list-style-type: none"> 1. Call Scripts for Frequently Asked Questions 2. Instructions for using the Consultant technology solution 3. A review of the requirements in the CAA. 4. Data security and confidentiality. |

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| | <p>5. Best practices for managing difficult customers, resolving disputes, etc.</p> <p>6. Confidentiality rules for disclosing applicant data.</p> <p>7. The Consultant shall provide sensitivity training to all staff interacting with the public to prepare them for appropriate communication with customers from different and diverse backgrounds who may be calling in times of personal duress.</p> |
| 2 | The Consultant will provide a Training Plan acceptable to the City for all Consultant staff on the Case Management Team. |
| 3 | The Consultant will provide a Training Plan acceptable to the City for all Consultant staff on the Financial Disbursement Team. |
| 4 | As part of the training plans, the Consultant will produce written training materials in electronic form to be distributed to new employees for the Case Management, Customer Service and Fund Disbursement Teams. Training materials will be made available in digitally in a secure format, easily accessible and capable of being amended. |
| 5 | Consultant is encouraged to contract with a network of local, community based organizations/partners. The City may require the Consultant to include community based organization/partner staff in trainings and orientation meetings as necessary. |

POLICY AND OPERATIONS

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| 1 | The Consultant will produce written policies and procedures for case management, quality control, fraud detection, collection of landlord documentation, appeals, etc. within 21 days of contract execution. |
| 2 | <p>The Consultant will produce weekly metrics reports that will, at minimum, include updates on all Key Performance Indicators and other required fields such as:</p> <p># of calls received in the call center</p> <p># average hold/wait times broken down for English, Spanish and other languages/</p> <p># of applications received</p> <p># of applications with Primary Review completed/Case Curing/Secondary Review required/completed/# of cases in appeals Total applications approved/paid and dollar value of payments/Dollars remaining</p> <p># of appeals filed, and determinations rendered</p> <p>Other categories as requested by the City</p> |
| 3 | The Consultant will provide data upon request to fulfill reporting requirements for the U.S. Treasury Department, and in response to any monitoring or audit requirements. |

PART 1B: STAFFING

CALL CENTER

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| 1 | The Consultant shall develop a Customer Service Plan that includes, but is not limited to, the call center model, channels of support, and key performance indicators (KPI), roles and responsibilities, monitoring and reporting, and continuous improvement. |
| 2 | The Consultant will generate weekly call center metrics that may include, but not be limited to, response times, number of incoming and outgoing calls, and outcomes/resolutions. Comments and disposition for each call will be logged. |
| 3 | Customer Service staff shall be accessible through a toll-free number. |
| 4 | Customer Service staff shall be accessible by phone and email for follow up with callers. The Consultant will schedule staff sufficiently to ensure adequate email coverage to meet established KPI at all times. |
| 5 | The Call Center shall have procedures for referring callers to other available services in California; including but not limited to Local Partners in the Program Network, the 211 County Services, Continuums of Care, Housing Authorities, and/or other rental assistance programs in the area, |
| 6 | The Call Center shall have procedures for routing, elevating, and reporting calls from callers who threaten harm or who pose an immediate danger to themselves or others. |

CASE MANAGEMENT

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| 1 | The Consultant shall develop Application Review Procedures that will include the process for case management staff and supervisors to review applications and documentation, verify eligibility, validate income and rent calculations, collect landlord payment data, and approve payments. This will include developing process flow diagrams, policies and procedures, and other documents as necessary. The Consultant will recommend quality control protocols and internal controls to ensure accuracy, prevent fraud, and minimize error. The Consultant shall define methods and workflow and establish KPI targets with City approval. |
| 2 | The Consultant is responsible for ensuring that no duplicate payments are issued and may be held financially responsible for duplicate payments or overpayments that must be recaptured due to Consultant error. The Consultant will, at minimum, ensure that: <ol style="list-style-type: none"> 1. No individual is able to submit and have approved more than one application to this program on behalf of the same eligible household over the same time period. 2. No individual who submits an application is also listed as a household member on another application. 3. No individual is counted as a household member on more than one application. 4. The Landlord and the Tenant is not the same person. The Consultant will at minimum be expected to cross-reference names, addresses and social security numbers (if available) of applicants and household members. It is anticipated that the Consultant's technology solution (see requirements below) will automate this function and flag duplicate applications to the extent possible. |
| 3 | Case managers will perform a Primary Review to determine applicant eligibility as determined in the CAA, and based on the eligibility criteria agreed upon with the City. As a result of the Primary Review, applications will be approved, denied, or paused due to insufficient/incomplete information; applications that are paused will receive a Secondary |

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| | Review for case curing, where case managers will request and review missing or clarifying documentation. |
| 4 | The Consultant may be requested to support an exchange of Program data to the Homeless Management Information System (HMIS). |
| FINANCIAL MANAGEMENT | |
| 1 | <p>The Consultant will maintain and report weekly on the budget for the program allocation, and will at minimum track:</p> <ul style="list-style-type: none"> • The total dollar value requested for the applications received. • The total dollar value for applications approved but not yet paid. • The total dollar value of applications paid. • The amount of funding remaining. • Projections of how many applications may be funded. • Total expenses to date and projected future expenses for the Consultant. <p>In addition to being shown in the aggregate, data shall be shown geographically including the 40 most vulnerable Census Tracts in the City.</p> |
| 2 | The Consultant will generate Form 1099s, 1042s or any other required IRS reporting documents on behalf of the City in compliance with federal and state law for all tenants and landlords for the applicable tax year by the date required by law. |
| 3 | The Consultant will generate reports demonstrating the completion of safe and secure payment disbursements of rental assistance funds to the Landlord. Information should be provided on failure rates as well and how many transactions were remediated. |
| QUALITY CONTROL/FRAUD DETECTION | |
| 1 | The Consultant will establish a plan for ruling on applicant appeals. |
| 2 | The Consultant will provide staff to follow up on complaints regarding fraud, waste, and abuse received from applicants, landlords, staff, or the public. |
| 3 | The Consultant will report any overpayment of ERAP funds that are discovered, regardless of the cause, to the City within 24 hours. The Consultant will identify the reason for the overpayment, including but not limited to applicant or staff error, fraud, etc. |
| 4 | The Consultant will report any allegation of illegal activity by any Consultant staff to the City immediately. |
| COMPONENT II: TECHNOLOGY SOLUTION | |
| FUNCTIONAL REQUIREMENTS | |
| PART IIA: CUSTOMER FACING PORTALS | |
| <p>The Consultant will design, build, and host an interactive, web-based solution that shall enable the capture and storage of an Application to the program that will be added to the Waitlist, prioritized and reviewed, while also verifying landlord identity and collecting payment/tax documentation. The portal must allow either Landlords or Tenants to initiate the Application for a given Household. The portal must allow applicants to check application status. The portals shall</p> | |

provide for a mobile application. The Consultant shall propose a strategy for utilizing technology to communicate with Tenants and Landlords that should include some combination of automated emails and texts, message postings within the portal, etc.

All customer-facing portals shall be screen reader accessible and ADA compliant.

Applicant Portal

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| 1 | The Consultant will create a pre-screening tool that requires a Tenant to enter the Tenant's city, county, income, status as a renter, arrears information, and unemployment status to determine if they meet the basic criteria for the program. Consultant will create a separate prescreening tool to assist Landlords on initiating an application for a Tenant. |
| 2 | The portal must accept initial applications from both landlords and tenants. |
| 3 | The portal must allow a Tenant to check the status of Tenant's application, including a determination if one has been made. |
| 4 | At the close of the application period, the Solution shall generate a waiting list. This Waiting List will determine the order in which applications are reviewed. |
| 5 | The portal must validate that the address provided in the application for assistance is a valid USPS address, within the incorporated city limits of the City of San Bernardino. If the address is not a valid USPS address, the system must ask the Applicant to validate their address. Only addresses in the incorporated city limits of the City of San Bernardino are eligible for assistance. |
| 6 | The portal shall generate and send an email Receipt of Application notification and an auto-generated confirmation number to the tenant and the landlord upon completion of an application. |
| 7 | The portal shall permit the applicant to upload additional documents required in response to a case curing notice or appeal, after the application period has closed, including as may be requested by Case Manager. |
| 8 | An appeals method shall be established for a notice of denial in multiple formats. The portal shall provide a method for an applicant to enter an appeal of a notice of denial. |
| 9 | The portal and all its functionality shall be accessible through a mobile device. |
| 10 | The portal shall include mechanisms to prevent Internet bots from creating fake accounts and accessing the portal. |
| 11 | The portal must flag an application for an internal user review if the criteria for duplication of benefits are met. |
| 12 | The portal must send an email verification to applicant within 24-hours of application submission, confirming the receipt of the application. |
| 13 | The portal must flag an application for an internal user review if the criteria for fraud are met. |
| 14 | The portal shall identify possible duplicate records and perform error checking. |
| 15 | The System must provide the ability to verify awardee's bank account. |

Landlord Portal

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| 1 | The solution shall include a secure portal to support self-service capabilities for Landlords who participate in the program; the solution shall prompt landlords to agree to the terms |
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| | for receiving assistance prior to processing payments. Landlords upon request may be provided a report for all current or pending payments. |
| 2 | The portal and all its functionality shall be accessible through a mobile device. |
| 3 | The portal shall identify a unique ID for each landlord, and associate that with IDs for individual corporate entities. |
| 4 | The portal shall link landlord ID with tenant confirmation numbers. |
| 5 | The portal shall allow a landlord to track multiple properties with tenants eligible for the Program <u>provided Landlord had initiated or completed an application on behalf of their Tenant.</u> |
| 6 | The portal shall provide a display for landlord to search applicants who have been approved for payment in their properties <u>provided Landlord had initiated or completed an application on behalf of their Tenant.</u> |
| 7 | Technical support for landlords shall be available in the Call Center. |
| 8 | <u>The portal must allow a Landlord to check the status of Tenant's application, including a determination if one has been made.</u> |

