

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

This Agreement is made and entered into as of MAY 20, 2021 by and between the City of San Bernardino, a charter city and municipal corporation organized and operating under the laws of the State of California with its principal place of business at Vanir Tower, 290 North D Street, San Bernardino, California 92401 ("City"), and Inland Southern California 211+, a subsidiary of Inland Southern California United Way, a California non-profit public benefit corporation with its principal place of business at 9624 Hermosa Avenue, Rancho Cucamonga, California 91730 (collectively, and hereinafter referred to as "Consultant"). City and Consultant are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. On December 27, 2020, President Trump signed into law the Consolidated Appropriations Act of 2021 (the "Act"). The legislation includes \$25 billion in emergency rental assistance to assist households that are unable to pay rent or utilities, due to impacts of the COVID-19 pandemic. Tribal communities, U.S. territories, states and local governments with populations over 200,000 are eligible to receive funding.

B. The City, a public agency of the State of California ("State"), received a federal allocation of Six Million Four Hundred and Fifteen Thousand Six Hundred and Thirty Three Dollars (\$6,415,633.00) from the United States Treasurer ("U.S. Treasury") ("Federal Allocation"), of which Five Million Seven Hundred Seventy Four Thousand and Seventy Dollars (\$5,774,070.00) will be made available in direct assistance. Pursuant to federal regulations, the total administrative cost for the program is Six Hundred and Forty One Thousand Five Hundred and Sixty Three Dollars (\$641,563.00). The Federal Allocation shall be used for the sole purpose of implementing an Emergency Rental Assistance Program ("ERAP").

C. On January 29, 2021, Senate Bill 91 ("SB 91") was signed into law. SB 91 created a program for the State to administer a qualifying jurisdiction's allocation of rental assistance funds from the State ("State Allocation") administered by the Department of Housing and Community Development ("HCD") ("State Program."). As such, the City has entered into a non-binding Memorandum of Understanding ("MOU") with the State, including sharing limited, specified information to avoid the duplication of benefits fund through the Federal and State Allocations, as required by applicable law.

D. On March 9, 2021, Request for Proposal (RFP# F-21-21)("RFP") for the administration of the Federal Allocation was issued. City selected Consultant to enter this Agreement for the Administration of the City's Federal Allocation (or alternatively referred to herein as "the Program").

E. On April 21, 2021, City Council of the City of San Bernardino adopted Resolution No. 2021-92 authorizing the City Manager to execute this Agreement with Consultant.

F. Consultant will administer the City's ERAP in the Not-Too-Exceed Amount of Four Hundred and Forty Eight Thousand Four Hundred and Ten Dollars (\$448,410.00), subject to the terms and restrictions set forth herein. Pursuant to the Act, the entire administrative cost of ERAP, whether direct or indirect, may not exceed ten percent of the total Federal Allocation. Consultant's Not-Too-Exceed, together with City's three percent (3%) administrative costs totaling One Hundred and Ninety Three Thousand One Hundred and Fifty Three Dollars (\$193,153.00) ("City Administration Amount"), does not exceed ten percent (10%) of the total Federal Allocation.

G. Consultant is duly licensed and has the necessary qualifications to provide such services.

H. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference. Both the RFP and Proposal are incorporated into this Agreement by this reference and attached as Exhibit "D". If any provision of the RFP or Proposal conflicts with any provision contained in this Agreement, the provision contained in this Agreement shall govern and control.

2. Services. Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A," and as further described and contemplated in Exhibit "D."

3. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel identified in their Proposal, incorporated by reference. Consultant warrants that Consultant is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant further represents that no City employee will provide any services under this Agreement.

4. Compensation.

a. Subject to paragraph 4(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B," including any option to extend pursuant to Section 6.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Four Hundred and Forty Eight Thousand Four Hundred and Ten Dollars (\$448,410.00) ("Not-to-Exceed Amount"). This Not to Exceed Amount is to cover all related costs, and the City will not pay any additional fees for administrative expenses. Consultant may be required submit administrative invoices to City for approval based on Exhibit "B," the Schedule of Charges (or "Draw Down Schedule"). Invoices shall be based on the total of all Consultant's services which have been completed to date, to City's sole satisfaction. The invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

c. 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.

d. 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.

e. City will use its best efforts to ensure an expedient turnaround in disbursement of the Federal Allocation pursuant to City Finance's policies and procedures, and will endeavor to make disbursements subject to the Draw Down Schedule within fourteen (14) business days, subject to the Parties' rights and responsibilities under this Agreement.

5. Additional Work. If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

6. Term. This Agreement shall commence on the Effective Date and

continue through December 31, 2021("Term"). The City may, at its sole discretion, extend this Agreement on a 12-month basis not to exceed two (2) additional twelve (12) month renewal terms by giving written notice thereof to the Consultant not less than thirty (30) calendar days before the end of the Agreement Term.

7. Maintenance of Records; Audits.

a. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

b. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

8. Time of Performance. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed. Consultant shall complete the services required hereunder within Term.

9. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the program site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

b. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

10. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements, applicable to the Program, including those that pertain to labor, fair employment practices, and equal opportunity, including the statutory requirements of the 2021 Consolidated Appropriations Act, the requirements set forth in the United States Office of Management and Budget Document No. 1505-0266 and any regulations pertaining to the Program as may be issued by the U.S. Treasury.

b. Consultant agrees that Program funds must be administered in accordance with SB 91 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.

c. The Consultant certifies that the activities carried out with funds provided by the City under this Agreement will only be used to cover costs to prevent, prepare for, and respond to COVID-19 as set forth in the 2021 Consolidated Appropriations Act. The Consultant acknowledges that the funds being provided by the City for the Program are distributed pursuant to Act, and the Consultant agrees to comply with the requirements of the Act, and any implementing regulations and programmatic requirements.

d. The Consultant will comply with the monitoring and management requirements set forth in 2 CFR 200.331-200.333, as set forth in Exhibit "C" attached hereto.

e. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

f. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

11. Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

12. Conflicts of Interest. During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the City and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the City.

13. City Business Certificate. Consultant shall, prior to execution of this Agreement, obtain and maintain during the term of this Agreement a valid business registration certificate from the City pursuant to Title 5 of the City's Municipal Code and any and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business.

14. Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Agreements for Subconsultants, shall contain a provision making them subject to all provisions stipulated in this Agreement.

14.1 Program Partners. The Consultant is encouraged to enter into agreements with local project partners to assist in the marketing of the Program and in providing direct assistance to City residents with their Program applications.

15. Independent Consultant. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided. Any personnel or Subconsultants performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

16. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured

The City of San Bernardino, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance

using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Contractual Liability with respect to this Contract
- (7) Broad Form Property Damage
- (8) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its elected and appointed officials, officers, employees, agents, and City-designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury

and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its elected and appointed officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

g. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least five (5) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

i. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

j. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Program.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

k. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

17. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Program, or this Agreement, including without limitation the payment of all damages, expert witness fees, attorneys' fees and other related costs and expenses. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

18. California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of

other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

19. Verification of Employment Eligibility. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

20. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

21. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving thirty (30) calendar days' written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Program for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

22. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the City Attorney's Office in enforcing this Agreement on behalf of the City shall be considered as "attorneys' fees" for the purposes of this Agreement.

23. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant's professional services occurs, Consultant shall, at no cost to City, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the City and to participate in any meeting required with regard to the correction.

24. Prohibited Employment. Consultant shall not employ any current employee of City to perform the work under this Agreement while this Agreement is in effect.

25. Costs. Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

26. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Program shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

27. Organization. Consultant shall assign Rebecca Spiegel as Program Manager. The Program Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

28. Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

29. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

CITY:

City of San Bernardino
Vanir Tower, 290 North D Street

CONSULTANT:

Inland Southern California 211+
9624 Hermosa Venue

San Bernardino, CA 92401
Attn: Michael Huntley, CED Director

Rancho Cucamonga, CA 91730
Attn: Lisa Wright, President & CEO

With Copy To:

City of San Bernardino
Vanir Tower, 290 North D Street
San Bernardino, CA 92401
Attn: City Attorney

30. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

31. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

32. Entire Agreement. This Agreement, including Exhibits "A", "B", "C" and "D", represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

33. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

34. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

35. Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom

enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

36. Time of Essence. Time is of the essence for each and every provision of this Agreement.

37. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

38. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

39. City's Right to Employ Other Consultants. City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects, but City shall not enlist any consultants that would materially change any of the agreed upon terms under this Agreement between the parties.

40. Prohibited Interests. Consultant maintains and warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

42. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR 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

5/19/2021

APPROVED AS TO FORM:



Best Best & Krieger LLP
City Attorney

EXHIBIT A

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"), 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.

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 on behalf of low-income households, including payment of rent arrears and limited future rent obligations. 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;
- 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 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).
- **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.
- **Utilities and HOME Energy Costs Arrears:** 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.
- **Other expenses related to housing incurred due to COVID-19:** Expenses must be related to housing and be uncured directly or indirectly due to COVID-19. Such expenses include relocation expenses 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 Sunday, 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 24-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. 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) 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) The notification of the landlord and utility provider of the payment processing status with automated notifications.
- e) The tracking of payment distributions and reporting to the City.
- f) 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
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
5	<p>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.</p>
6	<p>The Consultant will provide an Operating Plan, including organizational chart, job descriptions, a list of subcontractors, reporting roles, internal control procedures, etc.</p>
7	<p>The Consultant will conduct background checks in compliance with California law for all</p>

	<p>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. 5. Best practices for managing difficult customers, resolving disputes, etc. 6. Confidentiality rules for disclosing applicant data. 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.
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

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	The Consultant will produce weekly metrics reports that will, at minimum, include updates on all Key Performance Indicators and other required fields such as: # of calls received in the call center # average hold/wait times broken down for English, Spanish and other languages/ # of applications received # 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 # of appeals filed, and determinations rendered Other categories as requested by the City
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

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

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	<p>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:</p> <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 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.
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	<ul style="list-style-type: none"> • 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 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.</p>	
All customer-facing portals shall be screen reader accessible and ADA compliant.	
Applicant Portal	
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.
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	
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 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.
6	The portal shall provide a display for landlord to search applicants who have been approved for payment in their properties provided Landlord had initiated an application on behalf of their Tenant.
7	Technical support for landlords shall be available in the Call Center.

EXHIBIT A-1
Priority Census Tracts

60710041033
60710041041
60710042013
60710042021
60710042022
60710043012
60710043021
60710044033
60710044043
60710045072
60710047001
60710049001
60710049003
60710049004
60710054001
60710054004
60710055001
60710056002
60710056003
60710056005
60710057012
60710058003
60710062032
60710062042
60710064012
60710064022
60710065001
60710065002
60710065003
60710065004
60710074071
60710074082
60710076013
60710124002

60710048001
60710062031

EXHIBIT B

Schedule of Charges

Program Requirement	Cost
Call Center	\$56,302.50
Case Management	\$261,902.50
Application Portal: to include initial set-up and ongoing maintenance and operations	\$66,302.50
Fund Disbursement	\$63,902.50
Annual Administrative Program Cost	\$448,410.00

Draw Down Schedule*

Draw % - Payment Month	Consultant Administrative Program Cost	Direct Service Payment	Total
Upon Agreement execution 50%	\$224,205.00	\$2,887,035.00	\$3,111,240.00
September 1, 2021 35%	\$156,943.50	\$2,020,924.50	\$2,177,868.00
November 1, 2021 15%	\$67,261.50	\$866,110.50	\$933,372.00

*All Draw Down Disbursements are based on compliance with ERAP and the terms of this Agreement, incorporated herein.

EXHIBIT C

Program Monitoring and Management Requirements

EXHIBIT D

RFP and Proposal

