STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 2240-2020015-A2

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 58 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
20-20-015	2	HCD-2240

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTOR NAME
Horne LLP

2. The term of this Agreement is:

START DATE
3/4/21

THROUGH END DATE
3/31/22

3. The maximum amount of this Agreement after this Amendment is:
$2,746,814,405.00
(two billion, seven hundred forty-six million, eight hundred fourteen thousand, four hundred five dollars and zero cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. This amendment extends the term through 3/31/2022 to encompass all reporting and additional staffing changes.

B. This amendment adds $1,546,566,405.00 to expand the Scope of Work necessary for the CA COVID-19 Rent Relief Program.

C. Exhibit A, Scope of Work, is hereby deleted in its entirety and replaced with a new Exhibit A, Scope of Work attached hereto and made a part of hereof.

D. Appendix A, Non Functional Requirements is hereby deleted in its entirety and replaced with a new Appendix A, Technology Solution Non-Functional Requirements attached hereto and made a part of hereof.

E. Appendix C, Business Functional Requirements is hereby deleted in its entirety and replaced with a new Appendix C, Business Functional Requirements attached hereto and made a part of hereof.

F. Exhibit B, Budget Detail and Payment Provisions is hereby deleted in its entirety and replaced with a new Exhibit B, Budget Detail and Payment Provisions attached hereto and made a part of hereof.

Exhibits and Appendices in this Amendment have deletions stricken through and additional language in bold.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Horne LLP

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1215 19th Street Northwest, 3rd Floor	Washington	DC	20036

PRINTED NAME OF PERSON SIGNING	TITLE
Anna Stroble	Partner

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Anna Stroble	9/16/21

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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20-20-015	2	HCD-2240

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Housing and Community Development			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Avenue, Suite 130	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING	TITLE		
Steve Del Rio	Chief, Business and Contract Services Branch		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
Steve Del Rio	9/16/21		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

EXHIBIT A

SCOPE OF WORK

1. Horne LLP, hereafter referred to as the ("Contractor"), agrees to provide to the Department of Housing and Community Development, hereafter referred to as ("HCD" or "Department") with Federal COVID Emergency Rental Assistance Administration and Disbursement services ("Work") as described herein.

2. Work shall be provided during the hours of 7:00 am to 7:00 pm, PST Monday through Sunday.

3. The Representatives during the term of this Agreement will be:

Department of Housing and Community Development	Horne LLP
Section/Unit: DFA	Project Manager: Anna Stroble
*Contract Manager: Geoffrey M. Ross, Deputy Director, Division of Federal Financial Assistance	Title: Partner
Address: 2020 West El Camino Avenue Sacramento, CA 95833 PO Box 952050 Sacramento, CA 94252-2050	Address: 1215 19th Street Northwest 3rd Floor Washington, DC 20036
Bus. Phone No.: (916) 263-1015	Bus. Phone No.: 301-260-5387
Email: geoffrey.ross@hcd.ca.gov	Email: anna.stroble@hornellp.com

**HCD will have the right to change the Contract Manager from time to time throughout the term of this Agreement. Such change will not require the consent of Contractor. HCD will notify Contractor in writing of the name of the new Contract Manager within 30 days of his or her appointment to such position. Such written notice will not constitute, nor require, an amendment to this Agreement.*

4. Purpose and Background

A. Purpose

The California Legislature introduced Senate Bill 91 on December 16, 2020. It was signed into law on January 29, 2021. It sets the rules for the use of funds to reimburse qualifying tenants and landlords for most unpaid rent accrued since the COVID-19 pandemic shut down the economy last spring. Assembly Bill 81, which took effect February 23, 2021, revised the law created by Senate Bill 91.

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Senate Bill 91 and Assembly Bill 81 will be collectively referred to herein as “SB 91”.

SB 91 created the Program in order to serve non-entitlement jurisdictions and jurisdictions wishing to opt-in to the Program to reduce administrative burdens, standardize the fund reimbursement process, and more effectively deploy resources consistent with California law and federal law. Funds will be reserved for jurisdictions based on their population to ensure geographical coverage of the entire State of California. Entitlement jurisdictions may also appropriate their direct federal allocation to the State and opt-in to the Program. The State will reserve the federally allocated amount with a portion of the State allocation for that jurisdiction. This is collectively referred to as “Option A.”

Alternatively, if jurisdictions may commit to administer their direct federal allocation and their block grant award in accordance with the provisions in SB 91. Referred to as “Option B”, these conforming jurisdictions will enter into a standard agreement as a grantee to HCD’s block grant award.

For entitlement jurisdictions a third option is available. In this instance, a local public entitlement entity has the option to distribute its direct federal allocation of ERAP funds and request that HCD administer the local public entity’s state allocation of funds. This is referred to as “Option C.”

The following sections define specific services and technology solution(s) that the Contractor will provide, in order to support:

1) Block Grant Program (Option B) activity and financial reporting

2) Data Exchange Services for Option C Jurisdictions

SB 91 uses federal funds to pay up to 80 percent of back rent accumulated between April 1, 2020 and March 31, 2021, inclusive, per eligible household. A landlord who accepts such funds is required to forgive the remaining unpaid rent for that period. Additional if arrears have been largely covered, federal dollars are available to help cover prospective payments not to exceed 25 percent from March 31, 2021 until the completion of the program.

To qualify for the federal dollars, the unpaid rent must be owed by a tenant who earned less than 80 percent of the area median income (AMI) in 2020 or at the time of application. According to the Business, Consumer Services, and Housing Agency, landlords and tenants are allowed to apply for those funds beginning in March 2021.

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B. Background

The federal Consolidated Appropriations Act, 2021 (the "Act") was passed into law on December 21, 2020. The Act included an allocation of $25 billion for the Emergency Rental Assistance Program (ERAP) nationwide to be distributed to states based on a state's proportional rate of the total United States population according to 2019 Census data.

The State of California was subsequently allocated approximately $2.65 billion in rental assistance support; local governments may access up to 45 percent of a state's allocation. The United States Department of the Treasury ("Treasury") must disburse payments to states and local governments within 30 calendar days of enactment of the Act. Under the Act, no less than 90 percent of ERAP funds must be used to provide rental Housing Assistance Payments (HAP) or other housing-related assistance by either states or local governments.

5. Summary

A. The Contractor will provide and oversee the staffing, technology, banking and overall Program delivery required to properly disburse federally-funded HAP on behalf of low income renters across the State, pursuant to the U.S. Emergency Rental Assistance Program outlined in the Act and Chapter 17 of SB 91.

Based on current projections, it is possible that the Department may receive ~~between 750,000 and1 million~~ **at a minimum of 1,700,000** applications. These projections are subject to change based on a variety of factors, such as the extent to which local governments elect to administer their own funds. The ERAP eligibility requirements and the structure of SB 91 help determine the universe of eligible households. The Contractor will be required to show how staffing costs will increase and change with corresponding changes in the number of applications that come in that must be processed within the allowable Program timeframe.

The Contractor will respond to inquiries, accept, and review applications, and determine eligibility based on the requirements of the Act and SB 91, any rules or guidance promulgated by the U.S. Department of the Treasury, and all other applicable federal or state laws. It is the Contractor'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 significantly based on a wide variety of factors. However, the Contractor 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 HAP to

EXHIBIT A

landlords on behalf of low-income families, including payment of rent arrears and future rent obligations. Statutory eligibility requirements include:

- Renter households with incomes no more than 80 percent of AMI.

- One or more individuals in the household have qualified for unemployment benefits or have experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to the coronavirus outbreak; and

- One or more individuals in the household can demonstrate a risk of experiencing homelessness or housing instability which may include: (i) a past due utility or rent notice or an eviction notice; (ii) unsafe or unhealthy living conditions; or (iii) any other evidence of such risk as determined by the Department.

Households with income less than 50 percent of AMI and in which one or more household members are unemployed and have been unemployed for 90 days will be prioritized. Per SB 91, in instances where a landlord is unresponsive or uncooperative, the tenant can be directly paid up to 25 percent of the eligible household's unpaid rental debt accumulated from April 1, 2020, to March 31, 2021.

The Contractor will design and maintain a secure, web-based portal available for tenants and landlords according to the specifications in this SOW and in compliance with the standards of the California Department of Technology. HCD will set dates for the opening and closing of the application period and rounds as specified in SB 91. Applications will only be accepted through the Contractor's applicant portal. A complete application will include responses to all required data fields in the applicant portal plus uploaded attachments such as lease documents, income verification, identification, etc.

The Contractor 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 Department will contract with an education and outreach vendor and a statewide network of community-based organizations through the local partner network vendor to promote the Program, answer applicant questions, and assist applicants in completing the application. The Contractor may propose strategies or materials to successfully drive participation, but the Department will make the final determination.

The Program outlined in SB 91 includes tiers of prioritization as well as reservations made by geographic areas (namely cities and counties) to make

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sure that geographic and equity targets are met. Eligible applications must be sorted to fill geographic reservation set-asides and then prioritized within those set-asides according to the prioritization set by the US Treasury and SB 91. The Department will also apply additional criteria to support application selection to manage award decisions should there be over-subscription to the Program. The Contractor 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 self-certified income, employer documentation (pay stubs), tax returns, landlord and tenant banking information, pending additional federal/state guidance. The Contractor may propose the utilization of a bot or similar technology to search third party databases. Utilization of third-party data will be Contractor directed and facilitated. The Department does not currently have access to alternative datasets that may be used to cross-reference eligibility.

Compensation parameters for rental arrears as provided in SB 91, both for landlord participating and non-participating processes, respectively.

- For assistance provided through the participating landlord process, pursuant to Health and Safety Code Section 50897.1(d), compensation shall be limited to 80 percent of an eligible household's unpaid rental debt from April 1, 2020 to March 31, 2021. The landlord must forgive the remaining unpaid rental debt in accordance with Health and Safety Code Section 50897.1(d).

- For assistance provided through the non-participatory landlord process, pursuant to Health and Safety Code Section 50897.1(e), compensation shall be limited to 25 percent of an eligible household's unpaid rental debt from April 1, 2020 to March 31, 2021.

Funds will be administered in no less than three rounds, with each round prioritized as follows:

- Round one priority shall be given to eligible households, as specified in Section 501(c)(4) of Subtitle A of Title V of Division N of the Act, to expressly target assistance for eligible households with a household income that is less than 50 percent of AMI and/or eligible households where at least one member of the household is currently unemployed and has been unemployed for at least 90 days prior.

- (2) Round two priority shall be given to communities disproportionately impacted by COVID-19, as determined by HCD.

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- (3) Round three priority shall be given to eligible households that are not otherwise prioritized as described in paragraphs (1) and (2), to expressly include eligible households with a household income that does not exceed 80 percent of AMI.

Individuals with income less than 50% of AMI will continue to receive prioritization in the second and third rounds in line with Program requirements.

SB 91 further authorizes HCD to administer the Program in accordance with applicable State and federal law. SB 91 also authorizes the Department to contract with a Contractor to serve as the Program implementer to manage and fund services, and to distribute emergency rental assistance resources. It is HCD's intention to find an implementer for this portion of the Program to maximize efficiencies and leverage administrative force multipliers to ensure that 90 percent of all funds reach Californians in need.

SB 91 offers jurisdictions three options for fund disbursement. The Contractor shall provide support to all jurisdictions that opt-in to the Program (Option A in the Rental Assistance Program Reservation Table) rental-assistance-allocations-table.pdf**, (Option A in the Rental Assistance Program Reservation Table, Round 2) https://www.hcd.ca.gov/grants-funding/active-funding/erap/docs/rental-assistance-allocations-table-round-2.pdf** as well as the state portion of the jurisdictions allocation that elect to not conform their federal allocation to the Program (Option C in the Rental Assistance Program Reservation Table). Additional funding for the Program may become available.

The Program will provide HAP to landlords on behalf of low-income households, including payment of rent arrears and prospective rent. In cases where the landlord is non participatory or inaccessible payments may be made to the tenant. The Program will also provide financial assistance for utilities payments as defined by Health and Safety Code section 50897.

On March 11, 2021, the American Rescue Plan Act of 2021 (Public Law No. 117-2) added funding and expanded eligible uses to better address the need for rental assistance in impacted communities. SB 91 was amended by AB 832 in June of 2021 to incorporate the funding from the American Rescue Plan Act of 2021. SB 91 also amended Health and Safety Code section 50897.1, subdivision (a)(1), to authorize HCD to administer the funds authorized by the American Rescue Plan Act of 2021 in accordance with state and federal law. Health and Safety Code section 50897.2, which was also amended by AB 832, allows localities of appropriate size and

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capability to receive a block grant allocation from HCD for purposes of administering local rental assistance programs.

6. Contractor Responsibilities

A. Call Center

1) The Contractor 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 Contractor shall define KPI targets as discussed with and approved by HCD per the requirements in Appendix C.

2) The Contractor will provide for staffing levels for the Call Center by the date listed in this contract. After that date, staffing levels must be adjusted as necessary to achieve the required KPIs. HCD is not prescribing minimum staffing levels. HCD is not prescribing minimum staffing levels and is not prescribing if the Call Center is a virtual environment or co-located premise; however, the Call Center services shall be located and occur within the United States.

3) The Contractor will provide a Training Plan acceptable to HCD for all Contractor staff working in the Call Center that meet the requirements per Appendix C. 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.

4) The Contractor will produce daily metrics reports that will, at a minimum, include updates on all KPIs and other required fields per the requirements set forth in Appendix C.

5) 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 HCD.

6) Personal Identification Information (PII) may not be transferred from applicants or landlords by email; the Contractor will provide a secure method to receive documents with PII, utilizing a portal, encrypted emails, etc.

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

B. Case Management

The Contractor 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 HCD. This will include developing process flow diagrams, policies and procedures, and other documents as necessary. The Contractor will recommend quality control protocols and internal controls to ensure accuracy, prevent fraud, and minimize error. The Contractor shall define methods and workflow and establish KPI targets with HCD approval. The Case Management Plan should include, but not be limited to:

1) Case managers will perform a Primary Review to determine applicant eligibility as determined by the Act, SB 91, and based on the eligibility criteria agreed upon with HCD. 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.

2) The Contractor will provide for the staffing levels for Case Management, Financial Management and Quality Control proposed in Contractor's 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 based on written approval by HCD and as stated in the requirements found in Appendix C.

3) The Contractor 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 Contractor. The Contractor will, at a minimum, ensure that:

   a) 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;

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

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c) No individual is counted as a household member on more than one application;

The landlord and the tenant are not the same person. The Contractor 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 Contractor'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.

4) The Contractor shall provide HCD with a daily case manager performance report in a mutually agreed format. These reports shall document performance over the past 24 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 reasons for denial of assistance.

5) The Contractor will be responsible to ensure 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 Contractor's technological and evaluation system and process; and intrusion into the payment system or methodology. The Contractor will be required to indemnify, defend and save harmless the State, HCD, their officers, agents and employees from any and all claims and losses accruing or resulting from Wrongful Payments, whether resulting from the intentional misrepresentation, negligent misrepresentation, or deceit of the Wrongful Recipients, Contractor or its agents, or any other third party.

6) The Contractor's technology solution shall meet or exceed the functional and nonfunctional requirements set forth in appendices A, B, and C, which are hereby incorporated hereto by this reference.

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7) **The Case Management Team will be divided into the service teams as noted directly below in Section B.7. Percentages listed below will remain the same no matter the final number of case management staff; however, depending on various Program trends and in collaboration with HCD, Contractor may at times shift team members between the teams.**

a) Tenant Case Management Team - 55%
b) Landlord Case Management Team - 20%
c) QAQC Team - 15%
d) Utilities Team - 2%
e) Appeals Team - 4%
f) Fraud Team - 4%

C. Application Portal

1) The Contractor shall ensure the development and implementation of the application portal to securely accept applications.

2) Pursuant to Health and Safety Code section 50897.3, the portal must begin accepting applications no later than March 15, 2021.

3) The Contractor will provide secure, web-based applicant and landlord portals to accept applications for tenants, landlords and utility providers.

4) 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 as outlined here https://www.federalregister.gov/documents/2007/01/22/07-217/final-guidance-to-federal-financial-assistance-recipients-regarding-title-vi-prohibition-against , and any and all other applicable State and federal laws and policies.

5) The Technology Solution shall also have a feature that notifies tenants and landlords through multiple formats (i.e. email, SMS, physical mail, 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, physical mail, etc.). The data shall be available for the use of the Department in a form that is usable and exportable.

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D. Fund Disbursement

1) The Contractor's fund disbursement process shall include:

a) The Contractor shall verify and validate the landlord or tenant's bank account in a "pre-note confirmation process".

b) The Contractor shall manage a safe and secure transfer of rental assistance funds to the landlord or tenant's bank account. ACH transfers will be most common, but the Contractor should also have check printing services to support unbanked payees.

c) The Contractor must monitor for any failed payments and coordinate to resolve such failures with the landlord or tenant.

d) The Contractor must notify the landlord or tenant of the payment processing status with automated notifications.

e) The Contractor must track payment distributions and report to HCD in writing per the Program requirements.

f) Similarly, the same standards will apply if a landlord or tenant does not have a bank account and requires alternative methods of payment.

g) The Contractor will maintain and report to HCD 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

vi. Total expenses to date and projected future expenses for the Contractor

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vii. In addition to being shown in the aggregate, data should be shown based on the Geographic Reservation Tables outlined in the State's Rental Assistance Program Reservation Table

viii. Program funds disbursed to the Contractor shall be applied to the eligible uses set forth in this contract. Payment for any cost which is not authorized by this contract or the applicable law referenced herein, or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee.

E. Block Grant Program Participant Activity and Financial Reporting - Weekly and Quarterly

1) SB 91 offers jurisdictions three options for fund disbursement. The Contractor shall collect specified data and create reports related to the performance of all jurisdictions that elect to receive a State Block Grant for Direct Financial Assistance (Option B in the Rental Assistance Program Reservation Table rental-assistance-allocations-table.pdf).

2) The Contractor will provide an online portal, website, and/or secure file transfer site that permits jurisdictions participating in Block Grant funding to enter data and/or submit data files in support of required performance reporting. Regardless of approach used, Contractor must provide the following:

a) A user registration process to identify and authenticate specified users authorized by each jurisdiction to provide, edit, review, and validate data.

b) User authentication at each session, visit, or data upload prior to granting the ability to create, read/review, update, or delete data

i. Authentication may occur uniquely to the data entry portal or may occur as part of a single sign-on authentication process for authorized users
ii. Authorized jurisdictional users must be limited to add, edit, read/review, report, and download data only related to their own locality/jurisdiction
iii. Authorized HCD users must be permitted to add, edit, view, report, download, delete, recover, backup, and move data for all jurisdictions

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c) Date-specific data reporting periods

   i. Data must be collected from each jurisdiction beginning from the date the Standard Agreement is executed by the Department and the respective jurisdiction ("Effective Date") and continuing until such time as the jurisdiction's Agreement terminates

   ii. Each jurisdiction's data must be collected at a level of detail no less granular than weekly timeframes

d) Field-level data type validation

   i. Contractor must provide automated and effective data validation routines to ensure data adheres to standards agreed to with the Department prior to being included in reporting results

   ii. Data must be validated at a level of detail no less granular than field level

e) The ability for jurisdictions to review, edit, replace, and augment data for prior reporting periods

f) Identification and indication of reporting periods prior to the current date with missing, incomplete, or invalid data records (e.g., via highlighted fields, warning messages, links, pointers, exception reports, or similar)

   i. Such identification and indication must be provided by jurisdiction in a manner that is readily available/visible to authorized users of the respective jurisdiction

   ii. Such identification and indication must be provided by jurisdiction and in aggregate in a manner that is readily available/visible to authorized users of the Department

g) Identification and indication of reporting periods prior to the current date with complete and valid data records

   i. Such identification and indication must be provided by jurisdiction in a manner that is readily available/visible to authorized users of the respective jurisdiction

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ii. Such identification and indication must be provided by jurisdiction and in aggregate in a manner that is readily available/visible to authorized users of the Department

3) The Contractor will store all data per the requirements set forth in Appendix A "TECHNOLOGY SOLUTION NON-FUNCTIONAL REQUIREMENTS."

4) The Contractor will produce weekly reports that, at a minimum, include updates on all jurisdictional metrics and other required fields per the requirements set forth herein. Weekly reports must include the following data in aggregate and per jurisdiction for all Block Grant participating jurisdictions:

a) Total Block Grant funding disbursed by the State to the jurisdiction to date

b) Total funding obligated per jurisdiction and in aggregate for payment of costs for Eligible Households for each week

c) Total obligated funding to date per jurisdiction and in aggregate

d) Total expenditures for each week per jurisdiction and in aggregate

e) Total expenditures to date per jurisdiction and in aggregate

f) Projected obligations for the next week based on applications received and processed to date per jurisdiction and in aggregate

5) The Contractor will produce quarterly reports that, at a minimum, include updates on all jurisdictional metrics and other required fields per the requirements set forth herein. Quarterly reports must include the following data in aggregate and per jurisdiction for all Block Grant participating jurisdictions:

a) Total Block Grant funding disbursed by the State to the jurisdiction to date

b) The number of eligible households that receive assistance from such payments;

- Number of eligible households at <=30% AMI receiving payments

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- Number of eligible households at >30 and <=50% AMI receiving payments
- Number of eligible households at >50 and <=80% AMI receiving payments

c) The acceptance rate of applicants for assistance;

i. Total number of households at <=30% AMI applying for assistance

ii. Total number of households at >30 and <=50% AMI applying for assistance

iii. Total number of households at >50 and <=80% AMI applying for assistance

d) The type or types of assistance provided to each eligible household;

i. Assistance by amount in each category of assistance provided to eligible households at <=30% AMI

ii. Assistance by amount in each category of assistance provided to eligible households at >30 and <=50% AMI

iii. Assistance by amount in each category of assistance provided to eligible households at >50 and <=80% AMI

e) The average amount of funding provided per eligible household receiving assistance;

i. Average amount of funding provided per eligible household receiving assistance at <=30% AMI

ii. Average amount of funding provided per eligible household receiving assistance at >30 and <=50% AMI

iii. Average amount of funding provided per eligible household receiving assistance at >50 and <=80% AMI

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f) Household income level, with such information disaggregated for households with income at the following levels:

i. Average income level for households applying for assistance at <=30% AMI

ii. Average income level for households receiving assistance at <=30% AMI

iii. Average income level for households applying for assistance at >30 and <=50% AMI

iv. Average income level for households receiving assistance at >30 and <=50% AMI

v. Average income level for households applying for assistance at >50 and <=80% AMI

vi. Average income level for households receiving assistance at >50 and <=80% AMI

g) The average number of monthly rental or utility payments that were covered by the funding amount that a household received, as applicable:

i. Average number of rental payments covered by funding provided for households at <=30% AMI

ii. Average number of utility payments covered by funding provided for households at <=30% AMI

iii. Average number of rental payments covered by funding provided for households at >30 and <=50% AMI

iv. Average number of utility payments covered by funding provided for households at >30 and <=50% AMI

v. Average number of rental payments covered by funding provided for households at >50 and <=80% AMI

vi. Average number of utility payments covered by funding provided for households at >50 and <=80% AMI

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h) DISAGGREGATION — Each report under this subsection shall disaggregate the information relating to households by the gender, race, and ethnicity of the primary applicant for assistance in such households in the following categories:

i. Gender (Female, Male, Non-binary, decline to state)

ii. Ethnicity (Hispanic/Latino, Not Hispanic/Latino, decline to state)

iii. Race (American Indian or Alaska Native, Asian, Black, or African American, Native Hawaiian or Other Pacific Islander, White, decline to state)

6) The Contractor will recommend quality control protocols to ensure accuracy and minimize error. The Contractor shall define methods and workflow and establish KPI targets with HCD approval.

F. Data Exchange Services for Option C Jurisdictions
The Contractor will perform services in the following areas to support program coordination with option C jurisdictions to reduce the potential for duplication of benefits and improve applicant experience in seeking rent relief.

1) Duplication of Benefit File Exchange

a) Contractor to provide services and necessary technology product(s) to:

i. Facilitate the transfer of applications processed or paid by the State program falling within the local jurisdictional boundary. This may include data transfer in the form of:

- Secure data file available via secure file transfer protocol for jurisdictions to retrieve data.

- Real time web service for authenticated jurisdictions to call and retrieve data.

ii. Facilitate the transfer of applications paid by the local program to the State. This resembles the current DOB data file collected for option A jurisdictions. This includes the exchange of data file via secure file transfer protocol for jurisdictions to upload data.

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b) Contractor to provide services and necessary technology product(s) to:

i. Receives an input file from the jurisdiction containing the following data elements.

Jurisdiction	City or County name
#	Sort order of applicants
Applicant First Name	First name
Applicant Last Name	Last name
Rental Unit Address 1	Address line 1
Rental Unit Address 2	Address line 2
Rental Unit City	City
Rental Unit County	County
Rental Unit State	State
Rental Unit Zip Code	5-digit zip code
Applicant Date of Birth	Applicant date of birth in MM/DD/YYYY
Applicant Contact Email	Valid contact email

ii. Based on the provided data elements, contractor will match records based on applicant name, address, applicant DOB, and contact email (secondary).

iii. The return file will return the file with additional data elements to indicate for matched records if the State Program has a tenant/landlord application and a field indicating the status of the application in the State program if applicable.

2) Possible return values may include:

State Program Case ID	Match Status
123456	One of the following values: 1. No match found 2. Application In-Progress 3. LL Submitted 4. LL Paid 5. Tenant Submitted 6. Tenant Paid

EXHIBIT A

7. Effective Date and Term

A. This Agreement is effective on March 4, 2021 ("Effective Date"). This Agreement shall be for one (1) year and may be amended only by a written agreement signed by both parties.

1) **The effective date of Amendment 2 is September 1, 2021.**

B. This Agreement may be amended for up to two (2) one-year extensions, using the same hourly rates in Exhibit B if Contractor is in compliance with its obligations under this Agreement and additional funds are both needed and available.

8. Incorporation by Reference

Contractor agrees that in carrying out the duties and obligations set forth in this Agreement it shall do so as set forth in greater detail in Exhibit F, which is incorporated hereto as if set forth in full herein. In particular Exhibit F shall inform and make more particular the meaning of the terms and matters set forth in this Exhibit A. Contractor shall perform all matters set forth herein by the times and dates, and in the manner, set forth in: that portion of Exhibit F entitled "Quick Launch Timeline" (beginning at approximately the eight physical page thereof, and labeled Section A Page 4); and that portion of Exhibit F entitled "Section D, Work Plan and Work Schedule" (beginning at approximately the two hundred and twenty-sixth physical page thereof, and labeled Section D Page 1).

9. **It is mutually understood that demand for California's COVID-19 Rent Relief Program is difficult, if not impossible, to forecast. Accordingly, an additional staff augmentation option shall be available should the Program demand outpace the current staffing model set forth herein. Should HCD need increased staffing levels to process applications for any reason, the Contractor will add an additional team of 200 total staff upon 3 weeks' written notice from HCD. The additional team members added under this mechanism will support the Program for a minimum of two (2) months. Any such team shall include:**

A. **131 Case Management Team Members**
B. **14 Case management Leads**
C. **55 Quality Assurance/Quality Control Team Members**

Should this option be properly invoked, the flat fixed fee shall be $4,000,000 per month. If HCD elects a different total team number, then the fixed fee would be prorated proportional to the final total number of staff to augment the Program. A

EXHIBIT A

contract amendment is required to increase funding under this option should it be necessary to increase staffing levels.

10. **Contract Transition/Data Conversion Requirement**

A. The objective of the transition/changeover requirement is to ensure the orderly, timely, and accurate transfer of essential data and documents from the ERAP administrator to the subsequent contractor (if applicable) and HCD, prior to termination or expiration of this Agreement. Contractor is agreeing to comply with this requirement that, Contractor will fully cooperate with the HCD and any potential successor awardee to correctly transfer essential data and documents to the new successor prior to termination or expiration of the awarded contract.

B. During the contract transition/changeover period, prior to expiration of this Agreement, the Contractor shall:

1) Continue to provide ERAP services under the terms and conditions of this Agreement and RFP.

2) Work with HCD and the new successor awardee to completely transition ERAP services (data, documents, etc.) over to the successor awardee. All transferred data is subject to review, approval and confirmation by HCD.

i. Contractor shall provide HCD all procedure documentation including, but not limited to, Standard Operating Procedure and checklists for:
- **case management**
- **quality assurance/quality control**
- **fraud detection**
- **landlord management**
- **finance**
- **appeal**
- **recapture**

ii. Transfer all information from Application Portal if requested by HCD including, but not limited to, the following:
- **Application data**
- **Data dictionary**
- **Uploaded documentation**

iii. Jurisdiction duplication of benefits data

iv. 1099 forms, 1042 forms and any other required IRS reporting documents (for tenant and landlords)

EXHIBIT A

v. Upon HCD's sign-off on the completion of data transfer Horne must certify the destruction of all Program data based on the following standard. This data destruction standard applies to data housed in the application portal as well as in other supporting data repositories (e.g. PowerBI, ArcGIS, and ShareFile) where confidential data is stored for the purpose of supporting Program operations.

Horne must certify in writing that all source data, including, but not limited to PII, and other confidential data, are destroyed using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of HCD Information Security Office (ISO).

3) Submit a report to HCD describing the data and documents to be transferred. All reports shall be accompanied by a letter, signed by the Contractor, attesting to the accuracy and completeness of the material supplied. The report shall be received by the Contract Manager at least sixty (60) days prior to the termination or expiration of this Agreement.

4) Transfer all data and documents identified in the report plus additional relevant data and documents requested by the Contract Manager thirty (30) days prior to expiration of this Agreement. If any of the additional data or documents are unavailable for transfer, the Contractor shall notify the Contract Manager within five (5) working days of receipt of such a request. Within ten (10) days of receipt, the Contract Manager shall notify the Contractor in writing that the proposed data and documentary transfer is satisfactory or that additional data/documents are required.

5) Provide all data from the database and/or source(s) to the HCD Contract Manager in the agreed upon format with complete file descriptions. The Contract Manager shall retain the authority to designate the secure manner and method by which the data and documentary material shall be transferred.

6) Coordinate with HCD on the timing to decommission program 800 call center number (833-430-2122) and program email domain (CA-RentRelief.com).

EXHIBIT A

7) All financial documentation related to the closeout shall be provided to the Contract Manager not later than 60 days following final disbursement of funds to program recipients including the following:

- **i. Any pending financial transactions shall be submitted with a detailed report justifying the pending transaction.**
- **ii. All final banking statements**
- **iii. HCD accepted Reconciliation Report**
- **iv. Remittance of Recaptured Funds**
- **v. All overpayments shall be cleared and returned as required**

8) Final Program Closeout Reporting shall be submitted not later than 60 days following final disbursement of funds including the following:

- **i. Final United States Treasury Reporting (UST) (closeout report)**
- **ii. Final Joint Legislative Budget Committee Reporting (JLBC) (closeout report)**
- **iii. Data Transition Plan/checklist**
- **iv. Completed data transition**

C. The Contractor shall not be reimbursed for any outstanding invoices until HCD has received all data and documents in the proper format.

Appendix A

TECHNOLOGY SOLUTION NON-FUNCTIONAL REQUIREMENTS	
The technology solution (the "System") shall remain in full compliance with all federal and state data security requirements.	
Information Security and Privacy	
1	The Vendor is required to implement the privacy requirements stated in the federal Consolidated Appropriations Act, 2021, Title V, Subtitle A. which can be found at the following link: https://rules.house.gov/sites/democrats.rules.house.gov/files/BILLS-116HR133SA-RCP-116-68.pdf [rules.house.gov] , as well as the privacy requirements set forth by the State of California's Attorney General. These State requirements can be found at the following: https://oag.ca.gov/privacy/privacy-laws and https://oag.ca.gov/privacy/privacy-legislation/leg.
2	The System shall provide a customizable User Access Management capability that enables authorized users to assign user access at application, use case, and field level, as needed, by employee role.
3	The System must comply with California State Administrative Manual (SAM) section 5300 which can be found at: (https://www.dgs.ca.gov/Resources/SAM/TOC/5300)
4	The System must comply with NIST 800-53 and 800-171 standards which can be found at: (https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf)
5	The System shall comply with FIPS PUB 199 (https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.199.pdf)
6	If System manages Personally Identifiable Information (PII), the Vendor must: -Complete Privacy Threshold Assessment & Privacy Impact Assessment: SIMM-5310C (https://cdt.ca.gov/wp-content/uploads/2019/11/SIMM-5310C_2019-1108-ADA-locked-fillable.docx [cdt.ca.gov]) -Comply with applicable laws regarding PII data collection -Encrypt PII data in transit, database, server file system, user devices, and removable storage devices -Comply with HCD's policies regarding PII security breach incident reporting
Secure Software Development	

1	The Vendor must implement a Secure System Development Lifecycle (SDLC) (SIMM 5300-B Foundation Framework (https://cdt.ca.gov/wp-content/uploads/2019/09/Foundational-Framework_EXCEL_10-17-1.xlsm [cdt.ca.gov])) using a proven framework such as NIST Mitigating the Risk of Software Vulnerabilities by Adopting a Secure Software Development Framework (SSDF) (https://csrc.nist.gov/publications/detail/white-paper/2020/04/23/mitigating-risk-of-software-vulnerabilities-with-ssdf/final [csrc.nist.gov]) or OWASP practices.
2	The security SDLC must include: -Store all developmental assets (e.g., source code, product configuration files, environment configuration files, and libraries) in a code repository -Restrict access to developmental assets -Version control developmental items to track all changes made with accountability to the individual developer account -All changes made to the developmental assets (e.g., peer reviews) shall be reviewed and approved by HCD. -Store all release files in a repository (e.g., code, package files, third-party libraries, documentation) and restrict access -Use a static analysis tool to automatically check code for vulnerabilities and remediate high, critical, and medium risks -Use separate development, test, and production environments with quality gates for software promotion -Implement software quality gates that may include smoke tests, code quality scans, and/or peer reviews -All new or updated software (open source or vendor software) changes shall be reviewed and approved by HCD prior to implementation.
System Security Plan (SSP)	
1	The Vendor must develop and maintain an up-to-date System Security Plan (SSP) (NIST PL-2 and NIST PL-8) prior to each production release that includes: -Explicit definition of the System boundary -Description of the operational context of business organizations and processes -Description of the System and relationships with or connections to other information systems -Description of the overall philosophy, requirements, and approach to be taken to protect the confidentiality, integrity, and availability of organizational information -Description of how the information security architecture is integrated into and supports the enterprise architecture -Description of any information security assumptions about, and dependencies on, external services -Description of the security controls in place or planned for meeting the security requirements

SSP: Access Control	
1	The SSP must describe the System capabilities that address these access control requirements. -Restricts access to information assets (e.g., functions, data, reports and workflows) to only authorized users, systems, and devices (NIST AC-3) -Enforces authorizations (e.g., current user privilege set) throughout the thread of execution (e.g., between processes and interconnected systems) (NIST AC-4) -Enforces separation of duties through assigned access authorizations (NIST AC-5) -Implements role-based access control (RBAC). to support the principle of least privilege, allowing only authorized accesses for users which are necessary to accomplish assigned tasks in accordance with organizational missions and business functions (NIST AC-6) -Requires explicit authorization of security functions (NIST AC-6 (1)) -Automatically locks a user account if the number of consecutive invalid logon attempts exceeds 5. The locked account remains locked until released by an administrator or account unlocked after 24 hours (NIST AC-7) -Prevents further access to the System by initiating a session lock after 15 minutes of inactivity. The user reestablishes access using established identification and authentication procedures (NIST AC-11)
SSP: Auditing	
1	The SSP must describe the System capabilities that address these auditing requirements. -The System generates audit records containing information that establishes what type of event occurred, when the event occurred, where the event occurred, the source of the event, the outcome of the event, and the identity of any individuals or subjects associated with the event (NIST AU-3). -Audits events (NIST AU-3): - User account creation, modification, disabling, and termination actions (NIST AC-2 (4)) - External interface communications (e.g., web service calls and file transfers) (NIST AC-17 (1)) - user login and logout - failed login attempts, logging IP address or other location information - user role creation and deletion - user role to privilege assignment additions, deletions, or modification - user role to user assignment changes

Appendix C

BUSINESS FUNCTIONAL REQUIREMENTS

COMPONENT 1: PROGRAM MANAGEMENT AND STAFFING	
PART 1A: PROGRAM MANAGEMENT	
STAFFING OVERSIGHT	
1	The Vendor 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 Vendor may propose a different structure. 1. Program Director (1) 2. Financial Administrator (1) 3. Program Technology Officer (1) 4. Quality Control Officer (1) 5. Coordination Officer to support cross-vendor work (1)
2	The Vendor will provide for the following staffing levels for the Call Center indicated in their cost 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. HCD is not prescribing minimum staffing levels. However, if the Vendor is proposing less than the numbers listed below, they should be prepared to explain in their Staffing Plan what unique strategies they will utilize to meet the KPIs listed in the Call Center portion of this SOW with less employees. HCD reserves the right to require additional contractual guarantees for KPIs. **The following staffing levels are effective for all services provided from March 4, 2021 through August 31, 2021:** 1. Customer Service Representatives (100) 2. Customer Service Supervisors (10) 3. Call Center Coordinator (1)
3	The Vendor will provide for the staffing levels for Case Management, Financial Management and Quality Control proposed in their cost 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. HCD is not prescribing minimum staffing levels. However, if the Vendor is proposing less than the numbers listed below, they should be prepared to explain in their Staffing Plan what unique strategies they will utilize to meet the KPIs in of this SOW with less employees. HCD reserves the right to require additional contractual guarantees for KPIs. **The following staffing levels are effective for all services provided from March 4, 2021 through August 31, 2021:** 1. Case managers (80) 2. Case manager Supervisors (8) 3. Case Management Coordinator (1) 4. Quality Control Supervisor/Specialists (5)

<table>
<tr><td></td><td>5. Financial Supervisor/Specialists (3)</td></tr>
<tr><td>4</td><td>The Vendor will provide for the staffing levels for Fund Disbursement proposed in their cost 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. HCD is not prescribing minimum staffing levels or titles and requests the Vendor propose the appropriate staffing, the below serve as examples. HCD reserves the right to require additional contractual guarantees for KPIs.
1. Funds Transfer Manager
2. Payment Officers
3. Financial Specialists</td></tr>
<tr><td>5</td><td>HCD and Vendor agree that staffing levels will fluctuate based on the Program needs but shall at a minimum meet the following levels effective September 1, 2021 through expiration of the contract:
<table>
<tr><th></th><th>Case Management Staffing Levels</th><th>Call Center Staffing Levels</th><th>Fund Disbursement Staffing Levels</th></tr>
<tr><td>Sep-21</td><td>1190</td><td>340</td><td>19</td></tr>
<tr><td>Oct-21</td><td>1190</td><td>340</td><td>19</td></tr>
<tr><td>Nov-21</td><td>650</td><td>190</td><td>16</td></tr>
<tr><td>Dec-21</td><td>650</td><td>190</td><td>16</td></tr>
<tr><td>Jan-22</td><td>600</td><td>190</td><td>15</td></tr>
<tr><td>Feb-22</td><td>525</td><td>90</td><td>12</td></tr>
<tr><td>Mar-22</td><td>300</td><td>90</td><td>7</td></tr>
<tr><td>Apr-22</td><td>200</td><td>90</td><td>7</td></tr>
<tr><td>May-22</td><td>200</td><td>55</td><td>7</td></tr>
<tr><td>Jun-22</td><td>150</td><td>55</td><td>7</td></tr>
<tr><td>Jul-22</td><td>150</td><td>55</td><td>7</td></tr>
<tr><td>Aug-22</td><td>150</td><td>55</td><td>7</td></tr>
<tr><td>Sep-22</td><td>150</td><td>55</td><td>7</td></tr>
</table></td></tr>
</table>

~~5~~ **6**	Other/different labor categories may be proposed by the Vendor and approved by HCD as needed throughout the contract period. Staffing levels as approved by HCD shall be flexible and adjustable in accordance with project and program tasking. The Vendor shall provide a weekly schedule of anticipated staffing levels by noon on Friday prior to the start of the week.
~~6~~ **7**	The Vendor's Program Director will have discretion to adjust how hours are budgeted and assigned among the labor categories; unused hours in one labor category may be transferred to another where there is a greater need; however, the Vendor will strive to limit the total number of hours to only what is necessary to achieve the desired KPIs; The Vendor will assign tasks to the lowest cost labor category that is qualified to capably perform the work; labor hours will be reduced where volume is lower than expected or as tasks become no longer necessary.
~~7~~ **8**	HCD may request that the Vendor hire additional staff, create new labor categories not listed in this SOW, and negotiate labor rates for new roles as necessary.
~~8~~ **9**	The Vendor will provide an Operating Plan, including organizational chart, job descriptions, a list of subcontractors, reporting roles, internal control procedures, etc. Positions may be filled with Vendor staff and subcontractors including temp firms. Target staffing levels are subject to change at HCD's discretion.
~~9~~ **10**	Where possible, the Vendor will strive to fill positions with staff who reside in the State of California and are located in areas impacted by Covid-19. Call Center and other task areas are required to be located in the United States.
~~10~~ **11**	The Vendor will recommend staffing levels for Financial Administration, Program Technology, Quality Control/Fraud Detection and any other teams/positions recommended at HCD's approval.
~~11~~ **12**	After the initial staff up, the volume of calls and inquiries, as well as the flow of applications, is expected to vary greatly and is hard to predict. The Vendor will assess staffing levels daily and will make recommendations to add or subtract staff as necessary based on the desired KPIs.
~~12~~ **13**	The Vendor will train any HCD staff assigned to the project as necessary, and will include assigned HCD staff in meetings, communications, guidance, etc.
~~13~~ **14**	The volume of applications and phone/email inquiries is expected to surge within the first 2-4 weeks of the program. All teams should be prepared to increase in size significantly if necessary.
~~14~~ **15**	The Vendor 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 Vendor's sole expense. Background checks shall include: 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

	This requirement must be complete within 15 days of employee start date.
~~15~~ **16**	All employees of the Vendor and Vendor's subcontractors (herein referred to as Vendor Staff) will sign Non-Disclosure and confidentiality agreements in a form prescribed by HCD. No Vendor employee is permitted to discuss this contract or any part of this program to a member of the press, social media, or on any publicly available platform without prior written authorization from HCD.
~~16~~ **17**	The Vendor will provide Data Security Procedures for ensuring the safe and secure transmission of all program data to employees, including policies and procedures for handling Personal Identification Information ("PII"). The Vendor or its subcontractors will provide all technology equipment necessary for Vendor's employees to work securely, including laptops, cell phones, Internet access etc. All hardware, software and Internet access solutions shall comply with CDT requirements. HCD will ensure HCD staff have appropriate equipment. The cost of purchasing any equipment shall be included with the Vendor's bid.
~~17~~ **18**	The Vendor will select and provide access to an Integrated Virtual Response and Contact Center or similar recommended system to route calls; Vendor will develop workflow, routing logic and scripts for automated attendant in at least English and Spanish. The scripts should be in alignment with a SMS-Text service to be provided by the vendor.
~~18~~ **19**	The Vendor will ensure that a sufficient number of Vendor staff are Spanish speaking and bilingual and are available to respond to all inquiries; The Vendor shall have a plan for providing translation services for inquiries in other languages, including but not limited to, Chinese, Korean, Vietnamese, and Tagalog. At all times the Vendor must comply with Section 601 of Title VI of the Civil Rights Act of 1964, U.S Department of the Treasury guidance, and other applicable laws and policies, The Vendor shall maintain a subcontract with language translation services to ensure adequate coverage and to provide for other languages not listed here.
~~19~~ **20**	The Vendor 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.
~~20~~ **21**	No Vendor Staff will save any program data or PII on a hard drive, thumb drive or other external device unless otherwise approved by HCD. Employees will only interface with program data using the technology approved by HCD. Where documents must be downloaded in order to be viewed, Vendor staff will be required to immediately delete any files saved once no longer needed for application review. The Vendor shall describe the protocol for safeguarding digitally stored PII in their Proposal Narrative.
~~21~~ **22**	Vendor will ensure that all staff with access to 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 Vendor will inform the HCD in writing immediately of any breach in data security.
TRAINING	
1	The Vendor will provide a Training Plan acceptable to HCD for all Vendor Staff working in the Call Center; This plan will include:

	1. Call Scripts for Frequently Asked Questions 2. Instructions for using the phone system established to support the Call Center operations 3. Instructions for using the Vendor's technology solution (the "System") 4. A review of the requirements in the Act and SB 91 and Administrative Plan to allow call center staff to take applications over the phone 5. Data security and confidentiality 6. Best practices for managing difficult customers, resolving disputes, etc. 7. Procedures to access applicant data, check applicant status and upload documents 8. Confidentiality rules for disclosing applicant data 9. A plan for ongoing training and staff communication to identify vulnerabilities apply lessons learned, update staff on policy changes, and promote best practices. 10. The Vendor 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 Vendor will provide a Training Plan acceptable to HCD for all Vendor staff on the Case Management Team and any assigned state staff; Topics for this plan shall include: 1. A summary of the Act and SB 91 and its requirements 2. Administrative Plan Requirements 3. Use of the System. 4. Determining applicant eligibility and calculating HAP 5. Assessment of third-party income and lease documentation. 6. Verification of income using state and federal data 7. Data security and confidentiality 8. Best practices for managing difficult customers, resolving disputes, etc.
3	The Vendor will provide a Training Plan acceptable to HCD for all Vendor staff on the Financial Disbursement Team and any assigned staff supporting the disbursement of rental assistance funds.
4	The Vendor will schedule, and host team meetings and best practice sessions as requested by HCD with team members from the various Vendors supporting this Program and HCD staff to exchange information, update procedures and learn from common experiences.
5	As part of the training plans, the Vendor will produce written training materials in electronic form to be distributed to new Vendor Staff 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. Training materials shall become the property of HCD upon acceptance.

6	The Vendor may use a Train the Trainer method to orient Vendor Staff hired after the initial training deadlines. HCD may audit or participate in training sessions as necessary to ensure proper interpretation of program rules.
7	HCD is also contracting with a network of local, community based non-profit partners. HCD may require the Vendor to include Nonprofit staff in trainings and orientation meetings as necessary and provide applicant data to nonprofit partners upon request. The Vendor will not be contractually responsible for the performance of nonprofit staff.
8	Training of HCD staff on the Vendor System will be very limited. Training for other partners is expected to be set for small teams (10-15 people at a given time) up front to support their content creation for the Marketing and Local Partner Network support.
POLICY AND OPERATIONS	
1	The Vendor will deliver the Program in accordance with requirements in the Act and SB 91, the Administrative Plan, and all applicable federal and state rules and requirements. HCD may amend the Administrative Plan as necessary. In that event, HCD will notify the Vendor within the 24 hours of any amendments adopted, and the Vendor will be required to update all procedures and training materials, notify all Vendor and subcontractor employees, and implement the changes as soon as reasonably possible.
2	HCD will categorize amendments to the Administrative Plan as one of the following at its discretion: 1. Emergency Amendment – must be implemented immediately. 2. High Priority Amendment – must be implemented within 24 hours. 3. Medium Priority Amendment – must be implemented within 48 hours. 4. Low Priority Amendment – must be implemented within 72 hours or a length of time to be specified.
3	The Vendor may be asked to provide data to inform changes to the Administrative Plan, as well as comments and suggestions regarding potential implications and unanticipated outcomes.
4	The Vendor may be asked to provide guidance and recommendations regarding various technology needs, requirements, and process flow, and suggest ways to streamline and improve functionality.
5	The Vendor 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.
6	The Vendor will produce daily 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/ASAs/CAR as required by Section 601 of Title VI of the Civil Rights Act of 1964, USDT Guidance, and all applicable California and Federal law and policy #categories of calls received/disposition Breakdown of calls requiring translation # of calls awaiting call-backs # of applications started but not completed # of applications received/# of applications entered by each nonprofit partner as proxy # 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 Approved applicants awaiting W9s; length of time for landlord to reply # of appeals filed, and determinations rendered Other categories as requested by HCD
7	The Vendor will provide data upon request to fulfill reporting requirements for the U.S. Treasury Department, SB 91, federal or state elected officials, and in response to any monitoring or audit requirements.
8	The Vendor will create a log to track inquiries from HCD nonprofit partners, federal and state elected officials, the Governor's Office, etc.
PART 1B: STAFFING	
CALL CENTER	
1	The Vendor shall develop a Customer Service Plan that includes, but is not limited to, the call center model, channels of support, service level agreements (SLA) and key performance indicators (KPI), roles and responsibilities, monitoring and reporting, and continuous improvement. The Vendor shall define KPI targets as discussed with and approved by HCD, including but not limited to Average Speed of Answer (ASA) and Call Abandonment Rate (CAR).
2	The Vendor will provide staffing solutions to meet the following KPIs at minimum: 1. Each Customer Service Representative should respond to and satisfactorily resolve an average of 7 calls per hour. If the Vendor would like to propose different KPIs to manage the call center they may, but changes to KPIs must be approved by HCD prior to being used. 2. ASA for a caller shall not exceed 10 minutes. A function to let callers know the wait time and a feature to be called back if wait times exceed 10 minutes should be included within the design. Vendor will be held accountable to an average wait time by caller at 10 minutes at any time. Each email inquiry should receive a substantive response within 24 hours.
3	The Vendor will utilize a State provided toll-free 1-800 number and a program email on HCD's website and the Application Portal that will route inquires to Customer Service Staff who are working remotely; The Vendor will be responsible for recording greetings, automated messages and features for callers as approved by HCD.

4	The Vendor will generate daily call center metrics that may include, but not be limited to, response times, number of incoming and outgoing calls, and outcomes/resolutions. Vendor should propose metrics and HCD will approve. Comments and disposition for each call will be logged.
5	Customer Service staff shall be accessible through a toll-free number and shall be operational from 7 am- 7 pm PST Monday through Sunday, except State and federal holidays, during the application period; Hours may shift to Monday through Friday after the application period and may be shifted again at HCD's discretion depending on call volume and the need for outgoing calls. The Vendor will schedule staff sufficiently to ensure adequate phone coverage to meet KPI at all times to comply with the above listed KPIs. HCD reserves the right to require staffing on Sundays and holidays as well as extended hours on other days if necessary. Staff hours will be staggered to ensure sufficient coverage at all times while avoiding overtime if possible.
6	Customer Service staff shall be accessible by phone and email for follow up with callers. The Vendor will schedule staff sufficiently to ensure adequate email coverage to meet required KPI at all times.
7	Customer Service representatives will perform the following duties: 1. Respond to phone calls and emails; answer basic questions about the application process and use of the portal. 2. Transfer calls and forward emails involving more complex, policy questions to a Case manager. 3. Assist applicants who, based on phone and email inquiries, may be struggling to complete the application; serve as proxy for applicants who require someone to enter data and upload documents on their behalf. If additional support is needed the applicant should be referred to a Local Partner in the Network. 4. Provide for escalation of difficult callers to a supervisor. 5. Print and mail written correspondence to applicants and landlords who do not have access to email or text. 6. Refer callers who requiring greater assistance to nonprofit partners; track and follow up on status of referrals. 7. Send and receive W-9s from landlords and upload them to landlord portal. 8. Identify any coding errors or loss of service in the applicant portal or administrative portal and report to HCD. 9. Participate in outgoing call campaigns to collect information and documentation from applicants and landlords. 10. Respond to applicant inquiries about the status of their application and provide direction on next steps. Other duties as necessary to assist applicants and landlords in applying for assistance in a timely manner.
8	Personal Identification Information may not be transferred from applicants or landlords by email; the Vendor will provide a secure method to receive documents with PII, utilizing a portal, encrypted emails, etc.

9	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, other rental assistance programs in the area, state programs such as CalFresh, etc.
10	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 Vendor 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 HCD. This will include developing process flow diagrams, policies and procedures, and other documents as necessary. The Vendor will recommend quality control protocols and internal controls to ensure accuracy, prevent fraud, and minimize error. The Vendor shall define methods and workflow and establish KPI targets with HCD approval.
2	The Vendor 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 Vendor error. The Vendor will, at minimum, ensure that: 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 are not the same person. The Vendor 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 System (see requirements below) will automate this function and flag duplicate applications to the extent possible.
3	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.
4	Case managers will perform a Primary Review to determine applicant eligibility as determined in The Act, SB 91, and based on the eligibility criteria agreed upon with HCD. Upon contract award the Vendor will be provided a copy of the Administrative Plan which provides detailed criteria for eligibility. 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. Applicants may also appeal a denial, which would trigger one additional review. Tasks performed by case managers include, but is not limited to:

	• Check the lease rent, as applicable and confirm that it is the same as the rent listed on the application. • Verify that the tenant household information listed on the lease matches the information provided by the tenant. • Confirm that the total income provided by the tenant on the application is consistent with the income documentation provided. • If there is a discrepancy in the income calculation, verify that the discrepancy is within the allowable limits as stated in the Administrative Plan. • Calculate and confirm that the HAP calculation is correct and aligns with the SB 91 compensation structure. • Receive calls and emails forwarded by Customer Service Representative. • Contact an applicant by phone, email or mail who require additional documentation or information in order to determine eligibility. • Collect, cross reference, and validate landlord W-9 data for payment. • Contact applicants whose file requires additional documentation. • Flag documents that look forged, altered, or inaccurate. • Utilize third party data sources as approved by HCD to verify applicant data. • Other validation as determined necessary. Flag and follow up to request additional documentation, attestations, etc. as per the Administrative Plan for applicant's reporting questionable data – such as unusually high rent burden (rent greater than 80% of household income) or zero income.
5	HCD The Vendor may be requested to link the System or support an exchange of Program data to the California Homeless Data Integration System (HDIS). Data exchange would be an export of program data only.
6	Case managers will also receive calls and emails routed from the Customer Service Team and answer more complex questions regarding eligibility and subsidy calculation.
7	The Vendor shall provide HCD with a daily Case manager performance report in a mutually agreed format. These reports shall document performance over the past day, 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 reasons for denial of assistance.
FINANCIAL MANAGEMENT	
1	The Vendor will produce a payment file to the Vendors Fund Distribution Partner for direct deposit transfers (and in rare cases paper checks), as stipulated by HCD. Payment files will take place at least weekly.
2	The payment files will include all applications approved for payment for that week/pay period and will group payments to the same landlord/corporate entity.
3	The Vendor will ensure the proper withholding amount as required by State and Federal law. The Vendor will be responsible for ensuring that it complies with all applicable laws.

	This includes tax law, which the state cannot provide advice on. The vendor will be responsible for ensuring that all its employees and its subcontractors' employees have proper withholding amounts withheld from their respective paychecks. Additionally, vendor will be responsible for providing any tax information or documentation to landlords that receive payments under the program, whether or not they are resident or otherwise.
4	The payment file will include an IPT file and payment reconcile file in formats to recommended by the Vendor. These files will be delivered to the Fund Distribution Partner for processing.
5	The Vendor will maintain and report weekly on the budget for the program allocation, and will at minimum track: • 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 Vendor In addition to being shown in the aggregate, data should be shown based on the Geographic Reservation Tables outlined in the Rental Assistance Program Reservation Table: https://www.hcd.ca.gov/grants-funding/active-funding/erap/docs/rental-assistance-allocations-table.pdf **and Round 2 https://www.hcd.ca.gov/grants-funding/active-funding/erap/docs/rental-assistance-allocations-table-round-2.pdf**
6	The Vendor will be responsible for ensuring the landlord portal properly links W-9 information from landlords with their respect tenant applicants and ensure that the correct landlord and corporate entity are paid for each applicant. The Vendor Fund Distribution Partner will include identifying information on the ACH transfer so Landlords will multiple Eligible Tenants are able to reconcile which household rental arrearages have been covered under the Program.
7	The Vendor will report any overpayment of HAP funds that is discovered, regardless of the cause, to HCD within 24 hours. The Vendor will identify the reason for the overpayment, including but not limited to applicant or staff error, fraud, etc.
8	The Vendor will generate 1099s, 1042s and any other required IRS reporting documents on behalf of HCD in compliance with federal and state law for all landlords for 2021 by the date required by law.
9	The Vendor will generate reports demonstrating Verification of Awardees Bank Account (pre-note testing).
10	The Vendor will generate reports demonstrating the completion of safe and secure payment disbursements of rental assistance funds to the Landlord or Tenant. Information should be provided on failure rates as well and how many transactions were able to be remediated.

QUALITY CONTROL/FRAUD DETECTION	
1	Supervisory ratios shall not exceed 10:1 unless otherwise approved by HCD. At least one supervisor shall be on duty at all times for both the Call Center and Case Management Team.
2	The Vendor will provide quality control staff to review the determinations of the Case managers. Quality control staff will audit no less than 10% of all applications reviewed by the Vendor. This Quality Control is in addition to case manager and supervisor reviews.
3	The Vendor will establish a plan for ruling on applicant appeals that is consistent with the Administrative Plan. An appeal may be reviewed by a Case manager, provided that the person hearing the appeal did not also complete or approve the initial determination. A supervisor or quality control specialist may also be used for this purpose.
4	The Vendor will provide staff to follow up on complaints regarding fraud, waste and abuse received from applicants, landlords, staff, or the public. Investigation and prevention of future fraud is intended to be the Vendor's responsibility.
5	The Vendor shall provide to HCD weekly Quality Control report detailing the number of files audited and the most common errors.
6	The Vendor will report any overpayment of HAP funds that is discovered, regardless of the cause, to HCD within 24 hours. The Vendor will identify the reason for the overpayment, including but not limited to applicant or staff error, fraud, etc.
7	The Vendor will report any allegation of illegal activity by any Vendor Staff to HCD immediately. The State may separately pursue criminal investigations notwithstanding.
COMPONENT II: TECHNOLOGY SOLUTION	
FUNCTIONAL REQUIREMENTS	
PART IIA: CUSTOMER FACING PORTALS	
The Vendor 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 waiting list, prioritized and reviewed, while also verifying landlord identity and collecting payment/tax documentation. The Vendor will be responsible for ensuring that it complies with all applicable laws; this includes tax law, which the state cannot provide advice on. 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 portal shall provide for a mobile application. The Vendor 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	

1	The Vendor will create a pre-screening tool that requires a tenant, landlord or utility provider applying on behalf of a tenant to enter the tenant's city, county, income, status as a renter, and unemployment status to determine if they meet the basic criteria for this program.
2	The portal must accept applications from landlords, tenants and utility providers. Given the sensitive nature of some tenant information, the Vendor will work closely with HCD in the program design to determine what information is sensitive tenant household information and to put in place reasonable safeguards so that landlords are not seeing more tenant data than necessary.
3	The portal shall prompt and allow the applicant to upload attachments by required category as prescribed in the Administrative Plan. This may include: o Lease and proof of tenancy o Income documentation o Acceptable identification The attachments shall be linked to the application.
4	The portal must allow an Applicant to save an application, and later return to complete it. The portal must also allow an applicant to check the status of their application once submitted.
5	The application must allow for applicants and household members to self-certify income, and to certify the accuracy of income provided by third party sources including other State data systems.
6	The applicant shall enter the name, address, phone number, and email address of the landlord; The solution shall generate an email and/or text message to landlord, when provided, notifying them that an application has been received and prompting them to access the Landlord Portal (see below).
7	The portal shall enable the tracking of various eligible incomes, such as from wages, from welfare assistance (such as Temporary Assistance for Needy Families [TANF]), from pension and social security benefits, and from other sources such as child support and unemployment insurance.
8	The portal shall enable the tracking of an authorized individual ("proxy") who would act on behalf of Applicants who cannot handle program obligations on their own. This authorized individual would be able to perform all the same functions as the Applicant; this may include Call Center staff as well as staff working for nonprofit partners.
9	The portal shall track how many applications were entered by or within each Local Network Partner's jurisdiction.
10	At the close of the application period, the Solution shall generate a waiting list based on the priorities in the Administrative Plan. This Waiting List will determine the order in which applications are reviewed.
11	The portal will prompt an Applicant to validate all amounts entered at time of entry and shall provide an "assistance calculator" to show applicants how much subsidy they may be eligible to receive.

12	The portal will display and compare total amounts against monthly amounts as applicable.
13	The portal will be available in at English, Spanish, Tagalog, Vietnamese, Korean, Chinese and any other languages as applicable under Section 601 Title VI of the Civil Rights Act, USDT guidance, and any other applicable State or Federal law or policy. The portal must prompt applicant to indicate their preferred language.
14	The portal must validate that the address provided in the application for assistance is a valid USPS address. If the address is a valid USPS address, the system must allow the applicant to proceed. If the address is not a valid USPS address, the system must ask the Applicant to validate their address. Not all addresses are valid USPS addresses and support to ensure eligibility must be made available to assist in validation, to include coordination with the Local Partner Network Provider operating in the applicant's area. Non-USPS validated addresses must be validated as a real physical place being used as a residence.
15	Duplicate account: An application in which a Tenant Household's address appears across two or more applications for the program, and in which the same household members names or social security numbers also appear is a duplicate application. The solution will flag and reject the application from an individual who attempts to enter a duplicate social security number that has already been entered by a previous applicant.
16	The applicant shall certify that they are not presently receiving Section 8 or another form of federal, state, or local rental assistance for the same time period. If the applicant is receiving Section 8 or another form of federal assistance, it must be determined if they have recertified with the Public Housing Authority or applicable Government Entity to determine eligibility.
17	The landlord shall report if, the amount, and by how many months they are currently owed rent by the tenant(s) they are applying on behalf of. If a landlord does not participate in the program, a tenant shall report if, the amount, and by how many months they are currently behind in rent in the landlord's place.
18	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. The documents must be sent in English and the tenant/and or landlord's primary language(s). HCD will provide templates for the required forms.
19	The portal shall capture and maintain a 50% and 80% of median income eligibility limit by geographic location listed in the State's Funding Distribution Table. This includes Cities and Counties over 200,000 in population as well as Counties with populations below 200,000.
20	The portal shall identify whether the tenant meets income eligibility and prioritize the tenant household by whether they are below 50% of median, and according to other priorities in the HCD Administrative Plan. In some jurisdictions a local program may be operating concurrently, and other median income categories may need to be tracked to bifurcate eligibility between programs.
21	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; these documents will become a part of the application. Upon logging in, the Portal should list for the applicant what documents are presently missing or require clarification.
22	The portal shall provide a method for an applicant to enter an appeal of a notice of denial.
23	The portal shall not allow an Applicant to appeal an application denial if not received within the timeframe in the HCD Administrative Plan.
24	The portal shall enable an Applicant to view the Application they have submitted.
25	The portal shall enable an Applicant to access, view, download, and print their Receipt of Application notification.

26	The portal shall enable an Applicant to update their contact information.
27	The portal shall enable an Applicant to request modification of their Application information.
28	The portal shall not allow the update of data fields on their Application beyond contact information. (Business Rule); Applicants may upload additional attachments upon request in response to case cure/appeal notifications.
29	The portal shall enable an Applicant (the tenant in cases where tenant applying and the landlord and tenant in cases where landlord applying on applicant's behalf) to digitally sign and affirm the truthfulness of their application.
30	The portal shall enable the Applicant to request a reasonable accommodation and track the status of such request.
31	The portal and all its functionality shall be accessible through a mobile device.
32	The portal shall allow the tenant applying on behalf of the household to sign the application and provide consent for HCD to access any income data that other California State Departments (i.e. Child Support, SCO, FTB, BOE) may have related to them.
33	In all cases, the Vendor should take reasonable steps to ensure Landlords and Tenants are not seeing unnecessary sensitive data input by or produced for the other party including but not limited to W-9's, Tenant disability status, and Tenant Race and Ethnicity. The Vendor will work with HCD in the design phase to limit the sharing of sensitive Landlord and Tenant information between the parties.
34	The Vendor shall design the portal and documentation requirements in consultation with HCD and the Local Partner Network Partner to ensure the portal is easily accessible by Californian's most impacted by the COVID-19 Pandemic, under 50% AMI, and historically underserved by State and Federal resources.
35	The portal shall require users to access the portal through use of a login and password and shall support Multi-Factor Authentication (MFA).
36	The portal shall enforce password security.
37	The portal shall allow for password self-service reset (i.e., after lockout) for external users, after authentication of user by challenge response processes or equivalent.
38	The portal shall include mechanisms to prevent Internet bots from creating fake accounts and accessing the portal.
39	The portal must perform an automated check at the beginning of the application that the address falls within the geographies covered by the CDFI, and if not, a redirect to a local jurisdiction that opted for a block grant and is administering their own CRF Rental Assistance Program. The names of the Cities or Counties that are participating is listed in the Rental Assistance Program Reservation Table: https://www.hcd.ca.gov/grants-funding/active-funding/erap/docs/rental-assistance-allocations-table.pdf If changes to the Reservation Table are made, the Vendor will be notified in program management meetings immediately upon a city/county notifying HCD of its plan to opt into the state run program. The process would be managed through a contract amendment to add resources and scope to the contract to reflect a change of this nature.
40	The portal must perform a check within the review that ensures periods of arrears covered by CRF, either CARES or the Rental Assistance Program were not already covered by federal rental assistance funds

41	The portal shall automatically save to avoid loss of entered data on entry forms and ability to save incomplete submissions and return to them later.
42	The portal shall present a simplified application questionnaire to the applicant and generate a score based on the responses provided by the applicant. The scoring system will be provided to the Awardee in the Administrative Plan upon award. The scoring may include elements such as Area Medium Income (0-80%); Address located in an area disproportionately impacted by Covid19 (Y/N), etc.
43	The portal must flag an application for an internal user review if the criteria for duplication of benefits are met.
44	The portal must flag an application for an internal user review if the criteria for Fraud are met.
45	The portal shall identify possible duplicate records and perform error checking.
46	The portal shall have an internal communication function between Case Management staff and the applicant.
47	The portal shall allow internal users to create/customize letter and email templates that mail-merge data from the portal.
48	The System must provide the ability to verify awardee's bank account
49	All System generated documents and web pages must comply provisions included in California AB 434 State Web Accessibility
50	The System shall create reportable audit trails tracking including data points such as user, action (read, write, delete), and timestamp.
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.
2	The portal shall enable the Landlords to maintain limited demographic/contact information and request other changes such as for bank account information, and TIN. The Vendor will work closely with HCD in the program design to determine what information is sensitive Tenant household information and to put in place reasonable safeguards.
3	The portal shall enable the Landlords to view their year-to-date payments
4	The portal and all its functionality shall be accessible through a mobile device.
5	The portal shall enable the Landlords to view their IRS required documentations (e.g. 1099, 1042). Note: IER-001 is notices on portal.
6	The portal shall identify a unique ID for each landlord, and associate that with IDs for individual corporate entities.
7	The portal shall link landlord ID with tenant confirmation numbers.

8	The portal shall allow a landlord to track multiple properties with tenants eligible for the Program.
9	The portal shall allow landlords to see previously uploaded documents. However, at no time will Landlords be able to access sensitive Tenant household information. The Vendor will work closely with HCD in the design phase to determine what information is sensitive Tenant household information and to put in place reasonable safeguards.
10	The portal shall provide a display for landlord to see a list of applicants who have been approved for payment in their properties.
11	Technical support for landlords shall be available in the Call Center.
12	The portal shall display text in multiple language including but not limited to English, Chinese, Spanish, Korean, Vietnamese, Tagalog, and any other languages as required by Section 601 of Title VI of the Civil Rights Act of 1964, USDT Guidance, and any other applicable State or Federal law or policy.
PART IIB: BACK OFFICE SOLUTION FOR CASE MANAGEMENT, PAYMENT PROCESSING & WORKFLOW	
In addition to external facing portals for landlords and applicants, the Vendor will also provide a variety of back office solutions to assist case managers in tracking application status, performing eligibility determinations, calculating subsidy, processing appeals, requesting documentation from applicants, and processing payment.	
1	Once an application is submitted through the portal, the back-office solution shall: ○ In partnership with local Housing Authorities, run section 8 and public housing Verification or comparable process to verify Section 8 recipient eligibility to receive assistance. ○ Verify Application information with data from third party systems and when applicable participating local jurisdictions.). This should include the State Controller's Office Death roll and Prison data. There is no existing interface with the Controllers office. The State has a flat file of inmate data for comparison. ○ Prioritize Cases ○ Assign Cases (both automatically and allow case manager supervisors to make assignments) ○ Determine applicant eligibility ○ Update information provided by applicant ○ Calculate subsidy for approved applications ○ Link and access application attachments ○ Record and track applicant status ○ Manage a one-time Appeal process ○ Provide categories regarding the reasons for a denial. ○ Generate approval, denial and case curing notices individually or in bulk ○ Process requests for and track appeals ○ Enable quality control ○ Link landlord W9 submissions in the Landlord Portal with Applications submitted through the Landlord Portal ○ Generate payment files ○ Receive returned/voided payments and re-issue/adjust payments as necessary
	Case Management

1	HCD may require the Vendor to link its solution to access and upload data from other state or federal agencies. This data will be used to verify applicant-supplied data and identify ineligible households in advance of case management. The specific path for linking systems may vary depending on the configuration of the Vendor's data solution. The Vendor and HCD will work collaboratively to establish a link that is streamlined and secure.
2	The Solution shall provide the ability to enter and maintain verification results for other income sources.
3	The Solution must alert case manager if the applicant has indicated communication in a preferred language and which language.
4	The Solution must allow identified case managers or call center staff to scan and upload documents to an associated case and generate a notification to the assigned case manager
5	The Solution must allow Case managers to see and process assigned cases.
6	The Solution must provide for different roles and level of access, such as: case manager, supervisor, program manager, QC staff, call center, and other roles as recommended by the Vendor.
7	The Solution must generate a unique confirmation number for each successfully submitted application.
8	The Solution must be capable of transferring data to HCD in a useable format upon request. Data may either be for individual applicants, a partial subset of applicants and landlords, or a full data set.
9	The Solution must track case status using the following Cases statuses: New Open/Assigned Pending LL Verification Case Approved/Payment in-progress (ITP file generated and sent to HCD finance) Check Issued (Payment Dispersed in excel) Case Denied/ineligible Case Closed Case in Appeal The Solution must case manager the following sub-statuses for Cases in Appeal Pending Appeal Determination Pending Appeal Approved Pending Appeal Denied The Solution must case manager the following sub-statuses for Cases under Audit QC Pass QC Fail
10	The Solution must allow case managers to set due dates for receipt of documents for individual cases. Case Manager supervisors will have ability to set due dates for multiple cases or categories of cases.

11	The Solution must allow authorized case managers to manually update case statuses. The status should be visible to staff in the Call Center as well as notes regarding the reason for the status, including missing documents, reasons for applicant denials, etc.
12	The Solution must allow authorized case managers to indicate the applicant has requested “reasonable accommodations.”
13	The Solution must allow case managers to extend the due date of the application or the time frame for appeal if a household with a member with a disability requests such extension as a reasonable accommodation, per the requirements in the Administrative Plan.
14	The solution shall provide configurable alerts for approaching case curing and appeals deadlines. The Solution must notify case managers when due dates have passed.
15	The solution shall enable the geocoding of the address of the housing unit for purposes of reporting and data visualization.
16	Where HCD is able to facilitate secure data sharing with local governments; the solution shall enable the tracking of Applicants who are entering the program and are participating in other State programs.
17	The solution shall automatically calculate the Housing Assistance Payment (HAP) amount for the Applicant based on information about the Applicant.
18	The solution shall allow for the auto generation of individual and bulk email and text notices for approval, denial, case curing and appeals; these notices shall be able to pull data from individual applications to provide reasons for denial. Letters shall be generated in English as well as preferred language of applicant. Copies of the notices should be logged with the applicant file.
19	The solution shall record the date of request for an Appeal if such is received
20	The solution shall allow case managers and supervisors to conduct an additional review in response to an appeal, record the date a decision is rendered, and change the applicant status as necessary.
21	The solution shall enable the creation, display, and update of Applicant information.
22	The solution shall allow for quality control staff to review a file, both prior to and following payment, change status, and report any fraud or need to recapture funds.
23	The solution shall enable an association to be created and maintained between an Applicant and a Case Manager. This includes the ability to transfer Applicants from one Case Manager to another, individually and in bulk.
24	The solution shall enable the maintenance of supervisory relationships between Case Managers and supervisors.
25	The solution shall enable the searching of program Applicants based on criteria such as name, address, phone number, and tax identification number (TIN).
26	The solution shall include an appointment scheduling capability for meetings between case managers and Applicants/Landlords or their designated representative.
27	The Solution shall generate data tables that can display a full or partial list of the applicant universe that are accessible and allow for editing by a limited number of high

	level ‘super users.’
28	The solution shall enable the maintenance of bank account information for the Applicant and the Landlord.
29	The solution shall track claims of Violence Against Women (VAWA) protections from an Applicant, which prevents them from being penalized as a result of being a victim of VAWA-protected crimes.
30	The System shall create reportable audit trails tracking including data points such as user, action (read, write, delete), and timestamp.
Financial Transaction Management	
General	
1	The solution shall support payments by both check and Automated Clearing House (ACH).
2	The solution shall exchange financial transaction information with the Vendors’ Fund Distribution solution and the Vendor’s Application/Case Management software utilizing the most efficient data transfer mechanism available at the time.
3	The solution shall maintain all currency information, down to the cents. All payments will be made in US Dollar.
4	The solution shall track detailed information around all payments as required.
4A	The solution shall track data validation, log changes, and include help text.
Payments	
1	Payee funds will be held in trust in a defined account until disbursement not to be comingled for any other purpose than disbursement to specific payees. The solution shall track each payment, including amount, date paid, returned status, and repayment status.
2	The solution shall process Housing Assistance Payment (HAP) amount check payments and send to the Vendor’s Financial Distribution Partner at a minimum on a weekly basis.
3	The solution shall process Housing Assistance Payment (HAP) amount Automated Clearing House (ACH) payments and exchange the corresponding transaction information with the Vendors’ Fund Distribution solution and the Vendor’s Application/Case Management software, at a minimum on a weekly basis.
4	The solution shall process individual stop payments on check transactions, as needed, and exchange the corresponding transaction information with the Vendors’ Fund Distribution solution and the Vendor’s Application/Case Management software.
5	The solution shall process Automated Clearing House (ACH) returns and Notification of Change (NOC) information received from the S Vendors’ Fund Distribution solution and

	the Vendor's Application/Case Management software.
6	The solution shall process Automated Clearing House (ACH) reversals as needed so that a previously issued ACH payment can be canceled within 5 business days and exchange the corresponding transaction information with the Vendors' Fund Distribution solution and the Vendor's Application/Case Management software.
7	The solution shall process Housing Assistance Payment (HAP) Withholdings, at a minimum on a weekly basis, as a result of the Notice action as per IRS guidelines, and exchange the corresponding transaction information with the Vendors' Fund Distribution solution and the Vendor's Application/Case Management software.
8	The solution shall process additional payments, credit or debit, to the Landlords, as needed, and exchange the corresponding transaction information with the Vendors' Fund Distribution solution and the Vendor's Application/Case Management software.
9	The solution shall track payments that are not actually received by the Landlord, or are returned by the Landlord, and deducted for 1099 purposes.
10	The solution shall have the ability to consolidate multiple payments to the same Landlord into a single payment, if requested by the Landlord. All payments made to the Landlord must include identifying information on which Household arrearages are being paid.
11	The solution shall allow for the classification of landlords as non-resident aliens and facilitate the placement of any mandatory withholding percentage upon Housing Assistance Payment (HAP) payments that is needed to adhere to IRS regulations and/or provisions of any established tax treaties between the United States and the Landlord's home country.
12	The Solution will track when a landlord has failed to provide the required tax documentation or has not accepted the terms of the assistance within the timeframe required in the Administrative Plan, and shall instead issue the payment to the tenant.
13	The solution shall identify overpayment on Repayment Agreements to determine if a refund is called for. The solution shall process one-time payments to the Applicant for adjustments needed for payments made in error.
14	The solution must allow case managers to indicate a payment needs to be reissued (reprinted). o The reissued payment amount must be added back into the *Available Funds*. o The Case Status must be reverted to "Supervisor Approved / Pending Payment" o The solution must include the reissued amounts in the next IPT file sent to Vendors' Disbursement Partner o The solution must generate a new check or payment number for the reprint o The solution must associate the reissued payment information to the applicable landlord and applicant records. The solution must track all repayments associated to the landlord for proper 1099 generation.
15	The solution must allow case managers to indicate if a specific payment is being returned. If multiple applicants are associated with the payment, the solution must require case managers to indicate which associated applicant(s) and their specific payment(s) are

	being returned. The solution must require case managers to indicate if it's a *full payment return*, or *partial payment return* for each applicant selected. If a partial payment is returned the solution must require case managers to: Indicate which applicant, the money is being returned for Provide the returned payment amount. The solution must generate correspondence for each applicant selected. The solution must provide the ability to generate paper copy for physical mailing or send via email if an email address is provided. If an email address is provided, the solution must generate an automated email.
16	The solution must allow case managers to regenerate payment(s) for applicants whose funds are not being returned but who's award amount was part of the original check in the next IPT file generation for reissuance.
17	If a payment is being returned, the solution must add the returned payment amount back into the total available funds. The reissued check amount must be added back into the available funds. The case status must be reverted to "Case Approved / Supervisor Reviewed Pending" -- - To allow for Landlord editing as needed. - Once file is in "Supervisor Approved/Pending Payment" The solution must generate a new check number The solution must associate the reissued payment information to the applicable landlord and applicant records.
18	Stop Payment after no cashing within 180 days Program staff outreach to owner – The Financial Disbursement Partner will run their report and inform the Landlord Team when checks are outstanding at 30, 60, 90-day intervals. Case managers will conduct outreach to landlords. Stop Payment on checks that are not cashed or deposited after 180 days and multiple attempts at outreach. - Financial Disbursement Partner can stop payments outside of the Backoffice solution if there are less than 10 checks. - The solution will need to generate the IPT file if there are more than 10 checks. The solution shall enable the case manager to indicate that a stop payment has been issued on a check and link this to a Landlord.
19	The solution shall process incoming payments as checks, cashier's checks, or money orders for returned funds.
20	The solution shall allow for bulk voiding of checks. Voiding checks may be needed, for example, to stop payments on checks issued in error, lost, stolen or destroyed.
21	The solution shall enable the generation of Housing Assistance Payment (HAP) overpayment electronic notification and electronic payment slip for the Landlord to download on the Landlord's Portal.
22	The solution shall track Housing Assistance Payment (HAP) overpayments that the Landlords have been notified about, but the money has not been returned to HCD.
23	The solution shall process receivables received from Landlords, along with the corresponding payment slip.

24	The solution shall process check payments made by Landlords through the Lock Box and shall track them for 1099/1042 purposes, tying it to the correct tax year.
25	The solution shall process payments from another entity acting on behalf of an Applicant through the Lock Box, such as the California Office of the Attorney General or a local government body.
1	The solution shall import B-Notice information received from the IRS annually, compare against Section 8 information, and create first B-Notice letters to notify the Landlords. The first B-Notice letters shall be electronic and available either for printing and mailing or for sharing via the Landlord Portal. *Note: IRS sends electronically if >250 Landlords, otherwise paper.*
2	The solution shall track the deadline of 15 business days from Vendor's receipt of the IRS B-Notice information for when the B-Notice letters must be sent to the Landlords, provide reminder. (Business Rule)
3	The solution shall track the deadline of 30 business days from Vendors' receipt of the IRS B-Notice information for Landlords to respond to first B-Notices. (Business Rule)
4	The solution shall put Landlord on withhold status and withhold Housing Assistance Payments (HAPs) from Landlords who have not responded to their B-Notices within the deadline.
5	The solution shall take a Landlord off withhold status once the Landlord satisfactorily responds to their B-Notice and track this date.
6	The solution shall track if a Landlord receives two B-Notices over a period of three years and send a second B-Notice in that scenario. The second B-Notice shall be electronic and available either for printing and mailing or for sharing via the Landlord Portal.
7	The solution shall remove withhold status from a prior year when the Landlord has not received a B- Notice in the following three calendar years.
8	The solution shall track Landlords who are exempt from B-Notices withholding, so that B-Notices are not sent to them. Exemption selection options shall adhere to the exemption codes and entity-types listed in the W-9 instructions.
9	The solution shall enable the maintenance of Lien Notice information about a Landlord, as received from the IRS.
10	The solution shall generate and transmit to the IRS, as needed, a list of Landlord information, including but not limited to Name and Tax Identification Number.
11	The solution shall import Landlord verification information received from the IRS, as needed.
12	The solution shall generate 1099 information about payments and withholdings for each Landlord and transmit to the IRS annually via the Vendors' Fund Disbursement Partner.
13	The solution shall generate 1042 information about payments and withholding for each Non-Resident Landlord and transmit to the IRS annually via the Vendors' Fund Disbursement Partner in order to fulfill any 1042 withholding summarization reporting requirements.

14	The solution shall enable the regeneration of 1099 information about payments for a specific Landlord, as a replacement 1099, if the first 1099 was deemed undeliverable by the Vendors' Fund Disbursement Partner.
15	The solution shall enable the generation of 1042 information about payments for a specific Non- Resident Landlord, as a replacement 1042, if the first 1042 was deemed undeliverable by the Vendors' Fund Disbursement Partner.
16	The solution shall allow for the designation of Landlords as Non-Residents and capture the type of W- 8 form submitted by such Landlords.
17	The solution shall track the length of time since a submitted W-8 has been signed, and will issue an alert prior to the end of the third succeeding calendar year.
Reporting and Data Analytics	
1	The solution shall have configurable dashboard capability on the home page for each role, to display metrics and notifications that are relevant to the role, using numeric or graphical components. The dashboard components shall include active links that will support drill-down capability to navigate to more detailed queries or reports.
2	The solution shall have parametrized canned reports to meet decision support needs for program operations.
3	The solution shall have a robust ad-hoc reporting capability that will allow the end user to design the content, layout, and calculated values included on the report.
4	The solution shall enable the sorting of data that is displayed as a result of an online query.
5	The solution shall enable Copy, Customize, and Save-As functions on an existing canned report. The solution shall enable the user to optionally share this saved report with other users.
6	The solution shall enforce access to data included in online queries and reports, based on the organizational structure of which the end user is a part. (Business Rule)
7	The solution shall have the ability to export all data shown in online queries and reports into multiple formats, such as PDF and MS Excel.
8	The solution shall have the ability to overlay program data on spatial data utilizing geocode at a granular level to be determined, such as county, congressional district, opportunity zone, or property address, to drive online queries and reports.
9	The solution shall enable the generation of scheduled batch reports on different periodicity, such as monthly or quarterly.
10	The solution shall enable trend analytics queries to detect program performance trends, such as landlords with chronic problem patterns, tracking of timeliness goals, etc.
11	The solution shall enable online queries and reports for workload analysis for Case Managers.
12	The Vendor should estimate that 20 HCD staff will need access to the reporting and analytical functionalities in the Vendor’s system.

13	Vendor should provide executive level dashboards that can be used by approximately 30 state employees at one time to monitor the progress of the program.
Document Imaging and Content Management	
1	The solution shall enable the scanning, photographing from a mobile phone and upload of paper documents.
2	The solution shall track every document generated or uploaded, through a barcode identifier and supporting metadata, that associate them with transactional data.
3	The solution shall enable the generation of all letters, text messages, electronic notifications, and documents needed for the program.
4	The solution shall enable the generation of ad-hoc documents in real time, using transactional data from the solution, and pre-designed document templates stored in the content management repository.
5	The solution shall enable the maintenance and tracking of multiple draft versions of the same document.
6	The Solution will provide for a master user or program manager role who will have the ability to re- assign cases, select case for quality control, add and remove users, and change staff roles.
7	HCD may require the Vendor to provide access to the solution for state staff for any role requested.
8	The solution will cross reference names, addresses and social security numbers of applicants, household members, and landlords; flag duplicate applications and situations where a household member name or social security number appears on more than one application; allow for purge of duplicate applications.
9	The solution will provide search functionality to search and sort the applicant population by flag, check status (voided checks, check returned), payment amounts, W9 status, applicant address, landlord, landlord address, and TIN; generate reports with this data.

	- user account lock and unlock events - financial transactions - Audit record storage capacity must accommodate the organization's audit record storage requirements (NIST AU-4) - Provides an export and/or report of the audit events (NIST AU-6) - Uses internal system clocks to generate time stamps for audit records, ensuring consistent timestamps across all system functions (NIST AU-8) - Protects audit information and audit tools from unauthorized access, modification, and deletion (NIST AU-9) - Should provide an interface for a security analyst to search and filter the audit events (NIST AU-12)
SSP: Identification & Authentication	
1	The SSP must describe the System capabilities that address the identification and authentication requirements: -Uniquely identifies and authenticates users (or processes acting on behalf of users). (NIST IA-2) -Must provide multi-factor authentication (MFA) (NIST IA-2 (1)) for internal users. It is not expected that landlords, tenants and utility providers accessing the System would require MFA. -Must provide single sign-on (SSO). SSO is limited to internal users. HCD will not require enterprise identity and access management integration.
SSP: Architecture	
1	The SSP must describe the system capabilities that address these architecture requirements. -System layered architecture that separates user functionality from system management functionality (NIST SC-2) -Ensures System interconnections and intercomponent usage (e.g., shared resources) prevents unauthorized and unintended information transfer and information access is within the context of the user or system session (NIST SC-4) -Protects against or limits the effects of denial-of-service attacks by employing security safeguards (NIST SC-5) -Implements subnetworks for publicly accessible System components that are separated from internal networks (NIST SC-7) -Connects to external networks/systems only through managed interfaces consisting of boundary protection devices (NIST SC-7) -Protects the confidentiality and integrity of transmitted information through use of cryptographic mechanisms (NIST SC-8)

	-Implements cryptographic uses and type of cryptography required for each use in accordance with applicable federal laws, Executive Orders, directives, policies, regulations, and standards (NIST SC-13) -Terminates the network connection associated with a communications session at the end of the session or after 15 minutes of inactivity (NIST SC-10). -Recovers to a known state after a disruption, compromise, or failure (NIST CP-10) -Implements transaction recovery for systems that are transaction-based (NIST CP-10 (2)) -Checks the validity of all information inputs against established business rules (NIST SI-10) -Generates error messages that provide information necessary for corrective actions without revealing information that could be exploited by adversaries and reveals error messages only to authorized organization personnel or roles (NIST SI-11)
Interoperability	
1	The System shall be interoperable with other technology solutions utilizing modern, industry-standard technologies such as web services and/or Secure File Transfer Protocol (SFTP) interface standards.
2	The System shall provide users the ability to send secure messages, including documents, to other authorized users of the System who may be part of different organizations.
3	The System shall provide the capability to import data extracted from other systems.
4	The System shall be compatible with scanners to support the document imaging functional requirement DCM-001.
5	The Vendor shall provide a complete and detailed list of peripheral devices, such as scanners and mobile phone cameras, that are compatible with their solution.
Performance	
1	The System shall have seamless navigation and meet the two seconds metric for page loads 99% of the time.
2	The System shall support at least ~~1,000~~ **1,500** internal concurrent users and 20,000 external concurrent users, at a minimum with no service and performance degradation.
3	The System shall support, at a minimum, a database of ~~1,000,000~~ **1,700,000** application records.
Maintenance & Operations Plan	
1	The Vendor must develop, maintain, and implement a Maintenance & Operations Plan that includes: -System monitoring of all critical system components and inbound and outbound traffic for unusual or unauthorized activities or conditions (NIST SI-4 (4))

	-Vulnerability management procedures to comply with the SIMM5345-A Vulnerability Management Standard (https://cdt.ca.gov/wp-content/uploads/2021/01/SIMM5345-A-Vulnerability_2021-0126.pdf [cdt.ca.gov]). -Alerts authorized personnel or roles if the System indicates a compromise or potential compromise (NIST SI-4 (5)) -Procedure for monitoring all system-to-system interfaces, auditing messages, transactions, and files exchanged -Information retention procedures in accordance with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and operational requirements (NIST SI-12) -Procedures for System alerts to authorized staff in the event of an audit processing failure and provides capabilities for the System Administrator staff to troubleshoot and fix the problem, limiting impact on the solution availability (NIST AU-5) -Procedures for providing an export or report of audit events on a periodic basis and on-request to support security incidents -The Vendor is expected to provide all technical components.
Plan of Action and Milestones	
1	The Vendor must develop and maintain a plan of action and milestones (POAM) (NIST CA-5) for the System to document the organization's planned remedial actions to correct weaknesses or deficiencies noted during the assessment of the security controls and to reduce or eliminate known vulnerabilities in the System. The POAM instructions (https://cdt.ca.gov/wp-content/uploads/2018/01/SIMM-5305_B_03-2019_CURRENT.pdf [cdt.ca.gov]) provides guidance and expectations.
Capacity/Scalability	
1	The System shall be scalable to support expected future growth and expansion of the program.
Availability	
1	The System, including all Portal components, shall be available at all times outside of planned and HCD approved maintenance windows.
2	The System shall achieve a system uptime of 99.9% of 24 x 7 x 365, other than downtime for scheduled maintenance that has prior approval by HCD.
Usability	
1	The System shall incorporate industry best practices for usability.
2	The System shall support electronic signature capability that is compliant with the following State of California policy: https://www.sos.ca.gov/administration/regulations/current-regulations/technology/digital-signatures
Accessibility	
1	The System including generated documents must comply to provisions included in Web Content Accessibility Guidelines (WCAG) version 2.1, level “AA”.

2	The System must comply with Section 508 of the Rehabilitation Act of 1973
Auditing	
1	The System shall perform audit logging to build a historical record of all user actions, including user authentication attempts, and critical System processes.
2	The System shall store audit logs on a server separate from the System that generates the log.
Branding	
1	The System shall be fully compliant with California State branding guidelines.
2	The platform shall allow for a ca.gov URL for entry into the platform and all navigation.
3	The Vendor shall allow a third party contracted by the State to perform web application penetration testing and vulnerability scanning from an external, non-authenticated origin and an internal, authenticated origin. The Vendor shall facilitate all required access to perform such tests. The Vendor shall expose a production or production-like environment to the third-party vendor that matches the targeted go-live configuration.
Data Entry and Editing	
1	The System shall incorporate data entry and editing capabilities such as autofill, spell-check, and formatting/validation.
2	The System shall implement all deletes of transactional data as “soft deletes” so that no data is ever physically deleted.
Multilingual Support	
1	The System’s portal components shall remain in full compliance with the **Section 601 of Title VI of the Civil Rights Act of 1964:**, including but not limited to supporting the following languages: English, Spanish, Chinese, Tagalog, Vietnamese, and Korean.
Use via Mobile Devices	
1	The System shall incorporate responsive design to enable its use via mobile devices.
2	The mobile app shall be fully functional on mobile devices with industry leading operating systems, such as iOS and Android.
Workflow/Alert/Notification	
1	The System shall provide workflow and notification capability that can be configured per functional requirements.
2	The System shall assist users with completing pre-defined work steps employing a wizard-based user interface.
3	The System shall enable users to assign a priority to messages/alerts (High Importance, Low Importance, etc.).
4	The System shall enable users to schedule appointments with Landlords or Tenants who are seeking support in completing their application and may request a telephone appointment with a member of the Vendor’s Case Management team.
Vulnerability Management	
1	The Vendor must comply with the SIMM5345-A Vulnerability Management Standard (https://cdt.ca.gov/wp-content/uploads/2021/01/SIMM5345-A-Vulnerability_2021-0126.pdf [cdt.ca.gov]). The Vendor must develop, implement, and maintain a vulnerability management plan that includes: -Implementation of security scans (static and/or dynamic) against development assets (NIST RA-5)

	-Identification of vulnerabilities in software dependencies (e.g., open-source software) using scans (NIST RA-5), security bulletins, or national vulnerability databases (NIST SI-5) -Tracking of all critical, high, and medium vulnerabilities (NIST RA-5) -Implementation of security controls in the operational environment to identify vulnerabilities (NIST SI-4) -Remediation of critical and high severity vulnerabilities prior to software release or within 30 days of discovery in a production environment (NIST RA-5) -Establishment and implementation of security incident reporting procedures (NIST IR-4) -Tracking vulnerabilities and provides on-going vulnerability reporting (NIST IR-5, IR-6)
Technology Recovery Plan	
1	The Vendor must develop and implement a Technology Recovery Plan (TRP) compliant with TRP Template (https://cdt.ca.gov/wp-content/uploads/2018/06/SIMM5325_A_June-2018.pdf [cdt.ca.gov]).
Data Classification	
1	The Vendor must: -Classify data assets (SAM 5305.5; SIMM-5305_A) (https://www.dgsapps.dgs.ca.gov/documents/sam/SamPrint/new/sam_master/sam_master_File/Chap5300/5305.5.pdf [dgsapps.dgs.ca.gov] ; https://cdt.ca.gov/wp-content/uploads/2018/01/SIMM-5305_A_2018-0108.pdf [cdt.ca.gov]) -Authorize access to the information in accordance with the classification of the information, and legitimate business need for access to the information -Protect the data in accordance with the classification
Data Retention	
1	The System shall be fully compliant with federal and California data retention guidelines.
Data Transfer and Archiving	
1	The System shall have the capability to archive bulk data on demand.
2	The System shall have the ability to send and receive data to and from local jurisdiction's databases used for 2020 Rent Relief Program. Data uploads can be SFTP (or similar)
The Vendor shall provide data in a form prescribed by California Department of Technology (CDT) or HCD to migrate to a yet to be determined final data warehouse. HCD/CDT will identify a data migration SME for the data source. HCD will approve the Data Migration plan and related artifacts identified below. The Vendor will provide a Data Migration plan and dedicated resource to coordinate data migration activities, including:	

- Analysis of Data Source
  - Gather requirements related to the data source, number of records and specific fields
  - Gather requirements related to the field type, length and sequence
  - Produce a Data Source report showing the tables and fields that will serve as the basis for the data conversion specification.
- Data Mapping and Translation Analysis
  - Guide HCD/CDT in the mapping of source fields to target fields and identifying any gaps
  - Produce the Data Mapping tables in an MS Excel spreadsheet for migrating data to their corresponding objects and fields in the new System
- Migration and Validation
  - Migrate test data as defined in the Data Mapping tables
  - Coordinate user acceptance testing with HCD/CDT to validate results Migrate all required data as defined in the Data Migration Plan Provide hypercare support to ensure all data mapping is supported

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

The total amount of this Agreement shall not exceed
~~$1,200,248,000.00~~ **$2,746,814,405.00.**

The Agreement Amount is inclusive of the Administrative Costs and the Direct Financial Assistance; the Standard Form 213 will include the full Agreement Amount.

The Budget Act of the current year and subsequent years covered under this Agreement have sufficient funds for this contract.

2. Budget Breakdown

Call Center	~~$19,643,600.00~~ **$16,726,860.00**
Case Management	~~$22,936,800.00~~ **$113,058,080.00**
Application Portal **(0.59% fee for ERA 1 Program Fund of $1,200,000,000)**	$7,080,000.00
Application Portal **(0.54% fee for ERA 2 Program Fund of $1,184,985,000)**	**$6,398,919.00**
Application Portal **(0.44% fee up to the remaining estimated Program Fund of $215,015,000)**	**$946,066.00**
Fund Disbursement	~~$1,798,480.00~~ **$2,356,480.00**
Block Grant Reporting and Option Data Exchange	$248,000.00
ADMINISTRATIVE SUBTOTAL	~~$51,706,880.00~~ **$146,814,405.00**
Rental Assistance – Landlord and Tenant Payments	~~$1,148,541,120.00~~ **$2,600,000,000.00**
*Travel	N/A
TOTAL	~~$1,200,248,000.00~~ **$2,746,814,405.00**

EXHIBIT B

3. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, HCD agrees to compensate the Contractor the invoiced amount, as specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement number (handwritten Agreement number is not acceptable) and shall be submitted in triplicate, not more frequently than monthly, in arrears, to:

Department of Housing and Community Development
Accounting Division
2020 West El Camino Avenue, Suite 350
Sacramento, CA 95833
Accounts.Payable@hcd.ca.gov

C. Invoices must include this Agreement number and a Purchase Order number. The Purchase Order number is 5626.

4. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the contract, this Agreement shall be of no further force and effect. In this event, HCD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this contract, HCD shall have the option to either cancel this Agreement with no liability occurring to the Department, or offer an agreement amendment to the Contractor to reflect the reduced amount.

5. Prompt Payment Clause

Payment will be made in accordance with Chapter 4.5 (commencing with Section 927) of Part 3 of Division 3.6 of Title 1 of the Government Code.

6. **PROGRESS PAYMENTS: Progress payments are required by law for the production and research portions of this Agreement, as well as for any work performed toward an end product or plan completed under this Agreement. Five (5) percent of the invoiced amount shall be withheld pending final completion. However, funds withheld in regard to a particular task, product, or plan, may be released to the Contractor upon completion of that task, product, or plan if a tangible stand-alone product results. Progress payments shall not apply to the application portal.**