

REQUEST FOR PROGRAMMATIC QUALIFICATIONS

RFPQ No: 4000004191

RFPQ Title: Domestic and Sexual Violence

Victim/Survivor Services

Initial Issue Date: March 17, 2017 Proposals Due: April 17, 2017

Not Later Than 4:00 PM

LATE PROPOSALS SHALL NOT BE

CONSIDERED

In the event of County closures due to inclement weather, emergency, or any published event, solicitation closings will

automatically be moved to the next business day.

Future Annual Closing Dates: April 17, 2018

April 17, 2019

Refer Questions to: Submit Proposals to:

Jill Punches Multnomah County Purchasing
Phone: (503) 988-9808 501 SE Hawthorne Blvd., Suite 125

Email: jill.punches@multco.us Portland, OR 97214

Pre-Proposal There will be a pre-proposal conference for this Solicitation on Conference: March 27, 2017 at 1:30 p.m. in the Pine Room – 1st Floor of the

Lincoln Building, 421 SW Oak St., Portland, OR 97204. Attendance

is: Optional

This RFPQ is issued under the provisions of the Oregon Revised Statutes Chapter 279 and Multnomah County PUR-1 public contracting rules. All proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid executed proposal by any proposer shall constitute admission of such knowledge on the part of such proposer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Electronic copies of this RFPQ and attachments, if any, can be obtained from the Multnomah County Purchasing Website at: https://multco.us/purchasing. All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.

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PART 1 – PROCEDURAL INFORMATION

1.0 RFPQ ORGANIZATION

This RFPQ is organized into five parts:

Part 1, Procedural Information: Provides an overview of the qualification process and conditions.

Part 2, Service Description, Funding, and Contracting Information: Provides a general description of the services to be performed delineates responsibilities, defines deliverables (as applicable), funding and contracting terms.

Part 3, Proposal Questions and Evaluation: Describes questions to be answered and how proposals will be evaluated by the County.

Part 4, Proposal Submission Instructions: Describes the required format, instructions for submitting proposals, and minimum requirements.

Part 5, Attachments and Electronic References: Provides additional information and forms necessary to complete the proposal submission.

1.1 PROCUREMENT TIMETABLE

Activity	Section	Scheduled Date/Time
Date Issued	Cover	March 17, 2017
Optional Pre-proposal conference	1.2	March 27, 2017
Questions or protests of specifications due to Purchasing in writing	1.3.1	April 7, 2017
Purchasing response to written questions	1.3.1	April 12, 2017
Proposal submittal deadline	Cover	April 17, 2017
Proposal evaluation period		April 24 - May 5, 2017
Provider notification of qualification		Week of May 8, 2017
Service start date (if applicable)		As early as July 1, 2017

Multnomah County reserves the right to deviate from this schedule.

1.2 PRE-PROPOSAL CONFERENCE

An Optional pre-proposal conference will be held as noted on the cover page of this RFPQ. This meeting is designed to clarify the information that is contained in this solicitation and provide an opportunity for questions and answers.

1.2 PROTESTS

1.3.1 Protest of Specifications

Any Proposer requiring clarification of the provisions of this RFPQ must submit specific questions in writing to the County Procurement Analyst listed on the front of this RFPQ. Any Proposer protesting any provision in this RFPQ must submit protests in writing to the County Procurement Analyst listed on the front of this RFPQ. Any protest must address the requirement, provision or feature of this RFPQ or its attachments, including but not limited to the contract, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. The purpose of this deadline is to allow the County time to correct any term or condition in this RFPQ and contract that may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. By allowing corrections before opening Proposals, the County intends to avoid or

minimize much of the waste inherent in protests and in the possible rejection of all Proposals. Failure of a Proposer to protest in accordance with this section shall be deemed acceptance of the terms of this RFPQ and contract, and a waiver of Proposer's rights to later contend that either the RFPQ or contract is ambiguous, unclear, unfair, contrary to law or likely to limit competition.

The deadline for submitting questions or protests is 4:00 p.m. on the date listed in the timeline. If Multnomah County determines that additional information or clarification is necessary, such information or clarification will be supplied in addenda that will be sent by e-mail or mail to all persons or firms that have received the Notice of Request for Programmatic Qualifications from Purchasing, registered on the Purchasing website for this solicitation or who attended the pre-proposal conference (if held). Available addenda may also be downloaded from the Purchasing website. All such addenda shall have the same binding effect as though contained in the main body of the Request for Programmatic Qualifications. Oral instructions or information concerning the specifications from County managers, employees or agents to prospective Proposers shall not bind Multnomah County. The Purchasing Manager shall issue all Addenda not less than five (5) calendar days prior to the proposal deadline.

After closing, Multnomah County reserves the right to issue Addenda to all Proposers who submitted proposals, or those Proposers determined to be in the Competitive Range, if applicable, in order to communicate program requirements and arrangements and other information as determined necessary by the County.

1.3.2 Protests of Intent to Award

The following procedure applies to Proposers who wish to protest a disqualification of proposal or award of contract:

All protests must be in writing and physically received by the Purchasing Manager no later than 4:00 p.m. on the fifth (5th) working day after the postmarked notice of intent to award or disqualification.

Address protests to:

PROTEST OF AWARD OR DISQUALIFICATION TO RFPQ No. 4000004191
ATTN Purchasing Manager
Multnomah County Purchasing
501 SE Hawthorne Blvd., Suite 125
Portland OR 97214

Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest. **Disagreement with the scoring by evaluators may not be protested.**

Protests not filed within the time specified in paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

1.4 REALISTIC PROPOSALS

It is the expectation of the County that proposers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

Multnomah County shall bear no responsibility or increased obligation for a Proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

1.5 CLARIFICATION OF RESPONSES

Multnomah County reserves the right to request clarification of any item in a Proposer's proposal or to request additional information prior to evaluation necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing and issued through the assigned Procurement Analyst from Purchasing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluator.

1.6 REJECTION OF PROPOSALS

Multnomah County reserves all rights regarding this solicitation, including but not limited to the right to:

- 1. Cancel this solicitation at any time and not award a contract;
- 2. Award a contract in part;
- 3. Reject any and all proposals in whole or in part; and
- 4. To waive technical defects, minor irregularities and omissions if, in its judgment, the best interests of the County will be served.

1.7 COST OF PREPARATION OF RESPONSE

Costs incurred by any Proposer in preparation of a response to this Request for Programmatic Qualifications shall be the responsibility of the Proposer.

1.8 CONFIDENTIALITY

Multnomah County is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505). ORS 192.502(4) exempts the County from disclosing information submitted in response to a solicitation where the information is such that it "should reasonably be considered confidential."

A Proposer who determines that information within a proposal meets the statutory requirement and desires that such information remain confidential shall mark the bottom of the pages containing such information with the word "CONFIDENTIAL."

If a Proposer marks every page of a proposal as "CONFIDENTIAL" the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence and, upon request, the entire proposal will be disclosed.

The County will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460.

After award, the contract executed by the County and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

1.9 REFERENCES

The County reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers or any other criteria as determined by Multnomah County.

1.10 PUBLICITY

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of Multnomah County Purchasing and the Public Affairs Office.

1.11 CANCELLATION

Multnomah County reserves the right to cancel this solicitation any time before execution of a resulting contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of this solicitation.

1.12 DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFPQ, the decision of Multnomah County shall be final and binding upon all parties.

1.13 COLLUSION

A Proposer, submitting a proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

1.14 CERTIFICATION REGARDING CONFLICT OF INTEREST

Proposers are required to certify (in the Proposer Representations and Certifications Attachment) whether the Proposer is or is not aware of any potential organizational conflict of interest (COI). If the Proposer is aware of a conflict, then Proposer is required to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Proposers responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must identify and address any actual or potential organizational COI within the Proposer's entire organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, all contractors shall disclose any actual or potential COI. The County Attorney will determine a proposer's eligibility for award based on the information provided in the disclosure statement.

1.15 LOCAL PURCHASING PREFERENCE

Multnomah County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

1.16 SUSTAINABLE PURCHASING

In 2010, Multnomah County initiated a new Sustainable Purchasing and Social Equity Policy that demonstrates support for our sustainability goals by integrating environmental stewardship and social equity, as well as fiscal responsibility, into the procurement process. The County seeks to partner with suppliers who demonstrate a commitment to these considerations. Examples of such practices include but are not limited to: resource conservation, waste reduction, minimized paper use, and use of alternative transportation methods among other sustainable best practices.

The County recognizes that suppliers can take multiple paths, ranging from simple to complex, to help support these goals. The list below is meant to guide Proposers as they describe their sustainable practices within their RFPQ responses:

- Comprehensive energy conservation measures;
- Renewable energy use;
- Water conservation measures:

- Waste management and reduction plans;
- Alternative fuels and transportation plans;
- Sustainable purchasing;
- Supplier diversity;
- Fair trade and labor policies; and
- Community engagement and support for underserved populations.

1.17 EEO CERTIFICATION REQUIREMENT

Contracts in excess of \$75,000 which originate from this RFPQ are subject to the County's Equal Employment Opportunity (EEO) requirements, and will include vendor certification as indicated in Exhibit 5 of the Sample Multnomah County contract attached to this RFPQ. Contractors must be certified before a contract is executed.

1.18 PAYMENT INVOICES

All invoices shall be prepared on contractor's letterhead or standard invoice form and shall include:

- Contractor's name and address and a phone number for questions about the invoice
- Contractor's invoice number
- Invoice date
- Multnomah County contract number, and
- Any additional information required in Exhibit 1 of the finalized contract.

1.19 PAYMENT

It is the County's Policy to make recurrent contract payments to contractors via electronic payment. The contractor(s) selected under this solicitation will have the option to receive payments through Automated Clearing House or by credit card via *ePayables*.

County shall pay the invoice within 30 calendar days unless otherwise provided in Exhibit 1 of the finalized contract.

1.20 PRE-AWARD RISK ASSESSMENT

Successful proposers whose contract award includes federal funding (as identified by a Catalog of Federal Domestic Assistance number) will be subject to a Pre-Award Risk Assessment (which includes an evaluation of financial stability, quality of financial /management systems, experience with federal funds, reports and findings from audits) completed by Multnomah County (if one has not been submitted in the last year) prior to the issuance of a contract. Contractors who fail to submit the required documents will not be eligible for a contract from the County.

PART 2 – SERVICE DESCRIPTION, FUNDING AND CONTRACTING INFORMATION

2.0 PURPOSE AND OVERVIEW

The Multnomah County Department of County Human Services (DCHS), Domestic and Sexual Violence Coordinator's Office (DSVCO) and the Joint Office of Homeless Services (JOHS) are seeking to qualify provider agencies to provide domestic and sexual violence victim/survivor services as part of a coordinated community response. Services will be primarily to Multnomah County residents with an emphasis on women and their children as they address the problem of Domestic Violence (DV) and/or Sexual Violence (SV) in their lives.

The specific services, agency qualifications and criteria used to select Qualified Providers under this Request for Programmatic Qualifications (RFPQ) are intended to achieve the goals identified in the Domestic and Sexual Violence Coordination Office Strategic Plan and A Home for Everyone, our community's plan to end homelessness. For program information, see: https://multco.us/dv/dsvco-resources-partner-agencies. For the Strategic Plan in its entirety, see https://multco.us/file/60075/download. For information regarding the community's plan to end homelessness, see: https://ahomeforeveryone.net/.

This RFPQ is seeking Qualified Providers to deliver services in the following categories:

Category 1 – Provider Qualification:

Proposers seeking to provide services must receive a minimum of 70% of the total points possible in Category 1 to be considered further for evaluation under Category 2 through Category 5.4.

Category 2 – Emergency Services:

Category 2.1 – Safety Off the Streets

Category 2.1.1 Emergency Shelter

Category 2.1.2 Housing Outreach and Advocacy Services

Category 2.2 - Comprehensive non-facility based services

Category 3 – Rapid Re-Housing:

Category 3.1 – Shared Housing and Scattered Site

Category 3.2 – Diversion

Category 4 – Culturally Specific Services:

Category 4.1 – African American/African

Category 4.2 - Latina/Hispanic

Category 4.3 – Native American/Alaskan Native

Category 4.4 – Russian Speaking Immigrants or Refugees

Category 4.5 – Asian and Other Immigrant/Refugees not addressed by other service providers under this RFPQ

Category 4.6 – LGBTQ

Category 4.7 - LGBTQ Employment and Economic Navigator

Category 4.8 – Other (not currently funded, but could become available at a later closing date)

Category 5 – Community Based Services:

Category 5.1 – Court House Protection Order Room Advocacy

Category 5.2 – Legal Services

Category 5.3 – Co-located Services: Domestic Violence Enhanced Response Team (DVERT) Advocates

Category 5.4 – Community-Based Sexual Assault Services

2.1 INTRODUCTION AND PROGRAM HISTORY

2.1.1 Introduction

This RFPQ is a collaborative effort of the Domestic and Sexual Violence Coordinator's Office (DSVCO) in Multnomah County's Youth and Family Services Division, and the Joint Office of Homeless Services (JOHS), a partnership between the City of Portland and Multnomah County. Together these two entities fund and manage a wide array of housing, services, and supports that address the needs of domestic and sexual violence victims/survivors in Multnomah County.

The Joint Office of Homeless Services (JOHS), a partnership between Multnomah County and the City of Portland, administers contracts for services; conducts homeless street counts and one-night shelter counts; manages systems of care; oversees system reporting and evaluation; and writes proposals to and monitors funds issued by the U.S. Department of Housing and Urban Development's Continuum of Care program.

The Multnomah County Domestic and Sexual Violence Coordinator's Office (DSVCO), situated within the Youth and Family Services Division of the Department of County Human Services, manages county, state, and federal funds for victim/survivor services, including crisis services, economic empowerment, legal services and culturally-specific services. Additionally, the DSVCO leads multi-disciplinary projects, assesses needs and gaps in local interventions, and provides training and capacity-building throughout the county.

The DSVCO mission is to coordinate a continuum of prevention and intervention services for domestic and sexual violence survivors, domestic and sexual violence victim service providers, and community members in order to create a violence-free community. The Domestic and Sexual Violence Coordination Office envisions a community where everyone lives free from violence and abuse, beginning at home, and where everyone has equitable access to all they need to thrive.

The vision of A Home for Everyone, staffed by the JOHS, is that no one should be homeless – everyone needs a safe, stable place to call home. Its principles include to: prioritize vulnerable populations, promote racial and ethnic justice, use data-driven assessment and accountability, and strengthen system capacity and increase leveraging opportunities. The long-standing solutions to prevent and end homelessness transcend available resources and multiples systems of care – foster care, domestic violence, community justice, health, mental health and addictions. To permanently end homelessness, we must strengthen efficiencies in our current system and better align other resources towards ending homelessness.

Over the past two years, staff from the DSVCO and JOHS have been involved in and committed to developing a process for coordinated access to housing and shelter services for survivors in Multnomah County.

Multnomah County's response to domestic and sexual violence is guided by the following objectives: prevention and education, safety, relationships and stability. These objectives frame how we strengthen and build our communities and help our neighbors heal.

2.1.2 Program History

Established in 1994, The City-County Domestic and Sexual Violence Coordination Office is located in the Department of County Human Services (DCHS) Youth and Family Services Division and is responsible for facilitating the development and coordination of effective domestic violence intervention and prevention strategies for the City of Portland and Multnomah County government and community agencies.

The Joint Office of Homeless Services (JOHS) was established in 2016 to oversee the delivery of services to people experiencing homelessness in Multnomah County. The office represents a shared commitment between Multnomah County and the City of Portland to make services easier to access for those in need, including victims and survivors of domestic and sexual violence. The JOHS funds domestic violence services such as confidential, emergency shelters as well as rapid re-housing, shelter diversion, and shared housing. These services are provided in conjunction with a wide array of responsive and culturally-specific domestic and sexual violence outreach, advocacy, and crisis intervention services, which are funded by DSVCO.

The DSVCO and JOHS improve Multnomah County's response to domestic violence through shared leadership and investment, expert consultation, and skillful technical support. DSVCO and JOHS manage county, state, and federal funds for victim services, including crisis services, emergency shelter and shelter diversion, housing support, economic empowerment, legal services and culturally-specific services. Additionally, DSVCO and JOHS lead multi-disciplinary and collaborative projects, assess needs and gaps in local interventions, and provide extensive training and capacity-building throughout the county.

Tri-county (Multnomah, Washington and Clackamas Counties) strategic planning for domestic and sexual violence services began again in 2015 and continued into 2016. This current DSVCO strategic plan was created with input from multiple sources, including county leadership, the provider system, partner agencies, and survivor focus groups. Community-wide planning through the A Home for Everyone Coordinating Board and Executive Committee and the DVSCO strategic plan will guide the work of DSVCO and JOHS over the course of the next three years and serve as a benchmark to measure our success.

The services DSVCO and JOHS seek to procure through this RFPQ are directly related to the goals and recommendations identified in this Strategic Plan and through A Home for Everyone.

Addition of "Sexual Violence" in name and services:

DSVCO and JOHS have added "Sexual Violence" in name and as a funded community-based service as part of the latest Strategic Plan. Community Advisory and Focus Groups, including survivor focus groups identified community-based sexual assault services as an unmet need within Multnomah County, specifically in regards to survivors in underserved communities, homeless survivors and survivors choosing not to report assaults to law enforcement.

We recognize that many domestic violence programs offer sexual violence services only in the context of domestic violence (DV) or intimate partner violence (IPV). We do not expect each funded domestic violence program in Multnomah County to provide dual services. On the contrary, we recognize advocacy in domestic violence and sexual violence programs to have similarities but look very different, requiring specialized skill, knowledge and advocacy abilities in each field. When domestic violence and sexual violence are referenced together throughout the document, please consider and respond in a manner that suits your program's plan for your overall proposal. If your focus is solely domestic violence, we will assume the sexual violence is included in the context of intimate partner violence. The same consideration will be taken into account for stand-alone sexual assault services. And conversely, if you are proposing dual services please indicate as such and respond in a manner that addresses the complexities of providing services in each service category.

2.2 GOALS, VALUES AND OTHER IMPORTANT CONSIDERATIONS

2.2.1 Programmatic Goals

The primary goal of funding for this RFPQ is to "increase the safety of victim/survivors of domestic and sexual violence and their families." All services should be developed and delivered with this in mind.

Broad programmatic goals include:

- A. Assisting survivors of domestic and sexual violence and their children to achieve safety, stability, healing and to gain the freedom to make their own choices;
- B. Assisting survivors and their children to access and retain stable housing;
- C. Changing the social norms and institutions that contribute to or promote domestic and sexual violence; and ultimately,
- D. Eliminating domestic and sexual violence.

2.2.2. Service Delivery Goals

DSVCO and JOHS recognize the importance of delivering strength-based and trauma sensitive services that are centered on the participants' goals, community, and culture. The services must be holistic and coordinated with other domestic and sexual violence victim/survivor services agencies to minimize duplication and confusion for participants.

In addition, the selected Proposer must:

- A. Provide consultation and technical assistance to other providers, including co-advocacy on behalf of an individual participant;
- B. Collaborate with other domestic and sexual violence service providers;
- C. Incorporate the survivor's voice in individual service plans/choices and integrate survivor input/feedback for program/service development, delivery, and evaluation;
- D. Ensure that all services are voluntary and that no participant is required to participate in a particular activity in order to receive services;
- E. Provide services purchased as a result of this RFPQ free of charge or utilizing a pre-approved sliding scale fee;
- F. Maintain a high level of confidentiality of participant identifying information. Confidentiality standards must meet the <u>Violence Against Women Act</u> (VAWA) minimum standards. For complete list of standards please visit https://www.justice.gov/ovw/legislation; and
- G. Include sustainable environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible). Please refer to Multnomah County Administrative Procedure PUR-8 for suggestions for sustainability practices by visiting https://multco.us/purchasing/responsible-business-practices-vendors.

2.2.3. Service Design and Development Assumptions

The design of services and the development of this system should take into account other identified *key facts* or assumptions that services will:

- A. Be flexible, be non-intrusive and provide minimal disruption to meet the expressed needs and desires of the victim/survivor;
- B. Be easily accessible, having both a centralized easily-accessible point of entry and multiple alternative points of entry;
- C. Be provided in person, whenever possible, and by well-trained staff and/or volunteers;

- D. Be augmented by partnerships among responding agencies (such as police, advocacy agencies, court and others); and
- E. Be culturally responsive and relevant to the unique demographics and needs of the participant.

2.2.4 Culturally Responsive Services

All services Multnomah County provides should be culturally responsive, and organizations competing for county contracts should demonstrate their capacity through the RFPQ process. Culturally responsive services are those that are respectful of, and relevant to, the beliefs, practices, culture and linguistic needs of diverse consumer / client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Cultural responsiveness describes the capacity to respond to the issues of diverse communities. It thus requires knowledge and capacity at different levels of intervention: systemic, organizational, professional, and individual.

Social Justice and Equity Services

Finally, a commitment to equity and social justice should be reflected through the RFPQ response. The domestic and sexual violence service system provides critical, life-saving interventions to victim/survivors, including children, youth and adults. Additionally, our system must maintain a vision, with concrete strategies, for recognizing and confronting intersecting forms of oppression such as racism, sexism, homophobia, transphobia, etc. within our own system and related networks. Domestic and sexual violence are two of several forms of violence that many victim/survivors face, and these multiple forms of violence share many root causes. Primary prevention strategies, which aim to prevent domestic and sexual violence before it occurs, must also be developed with an equity and intersectional, culture-first lens. While no one organization or strategy can singularly eradicate the oppressive social structures that often maintain a culture of violence against women and within all intimate relationships, we must be committed to collective action and shared values that promote safety and justice for all people. Please reflect your agency's values related to social justice and equity throughout your responses.

2.2.5 Culturally Specific Services

The System is using a definition of Culturally Specific services developed through a collaborative County-wide work group, led by the Multnomah County Chief Operating Officer and the Director of the Office of Diversity and Equity. This definition realizes the county stated belief that: culturally specific services eliminate structural barriers and provide a sense of safety and belonging which will lead to better outcomes.

Culturally Specific services/programs are those that are informed by specific communities, where the majority of members/clients are reflective of that community, and use language, structures and settings familiar to the culture of the target population to create an environment of belonging and safety in which services are delivered.

Characteristics of Culturally Specific Organizations.

Organizations providing Culturally Specific Services reflect the following characteristics:

- A. Programs are designed and continually shaped by community input to exist without structural, cultural, and linguistic barriers encountered by the community in dominant culture services or organizations AND designed to include structural, cultural and linguistic elements specific to the community's culture which create an environment of accessibility, belonging and safety in which individuals can thrive.
- B. Organizational leaders, decision-makers and staff have the knowledge, skills, and abilities to work with the community, including but not limited to expertise in language, core cultural constructs and institutions; impact of structural racism, individual racism and intergenerational trauma on the community and individuals; formal and informal relationships with community leaders; expertise in the culture's explicit

and implicit social mores. Organizational leaders and decision-makers are engaged in improving overall community well-being, and addressing root causes.

- C. Intimate knowledge of lived experience of the community, including but not limited to the impact of structural or individual racism or discrimination on the community; knowledge of specific disparities documented in the community and how that influences the structure of their program or service; ability to describe the community's cultural practices, health and safety beliefs/practices, positive cultural identity/pride/resilience, immigration dynamics, religious beliefs, etc., and how their services have been adapted to those cultural norms.
- D. Multiple formal and informal channels for meaningful community engagement, participation and feedback at all levels of the organization (from service complaints to community participation at the leadership and board level). Those channels are constructed within the cultural norms, practices, and beliefs of the community, and affirm the positive cultural identity/pride/resilience of the community. Community participation can and does result in desired change.
- E. Commitment to a highly skilled and experienced workforce by employing robust recruitment, hiring and leadership development practices including but not limited to valuing and caring for community and/or lived experience; requirements for profession and personal references within the community; training standards professional development opportunities and performance monitoring.
- F. Commitment to safety and belonging through advocacy; design of services from the norms and worldviews of the community; reflect cultural constructs of the culturally specific community; understand and incorporate shared history; create rich support networks; engage all aspects of community; and address power relationships.

2.3 TARGET POPULATION SERVED

Services to be purchased will include services for a general population of domestic and sexual violence survivors, and services intended to reach and address the needs of specific populations, or otherwise underserved communities as outlined above, with culture first/culturally rooted approaches.

Through this procurement, Proposers will have the opportunity to provide detail on any expertise they have with any specific demographic populations served.

2.4 GEOGRAPHIC BORDERS/LIMITATIONS & SERVICE AREAS

Services will be provided primarily (at least 80%) to persons residing in Multnomah County, which means persons who spent the majority of nights in the past 30 days in Multnomah County.

Proposers must be able to provide outreach and services to domestic and sexual violence survivors living throughout Multnomah County, preference will be given to providers who show an ability to provide services County-wide.

2.5 FUNDING

The County may award annual contracts amounting to approximately \$5.1 million in County General Fund (CGF), City General Fund (City GF), State Housing Assistance Program (SHAP) funds, Housing and Urban Development Continuum of Care (HUD COC), U.S. Department of Justice Office on Violence Against Women (DOJ OVW) and other funds to be developed in future grant requests for domestic and sexual violence victim services, dependent on availability.

An approximate amount of the planned identified annual funding for each service follows below:

Category 1 – Provider Qualification	Pre-qualification Only
Category 2 – Emergency Services	\$1,874,000
Category 3 – Rapid Re-Housing	\$2,129,000
Category 4 – Culturally Specific Services	\$ 562,000
Category 5 – Community Based Services	\$ 564,000

Please see **Attachment 4**, "Funding and Match Requirements by Service Type," for specific funding amounts for programs within each category.

This solicitation is being offered during a time of budget fluctuation. The funding level of contracts may vary both during the year and from year-to-year. Adjustments may be downward or upward over this period. Funding at any level, supporting the basic program described in this procurement document, may be considered to have been within the original intent of the parties and shall be covered under this procurement authority.

2.6 MATCH REQUIREMENTS

Match Requirements for vary by program. Please see **Attachment 4**, "Funding and Match Requirements by Service Type," for specific program match requirements.

Funding awarded through this RFPQ is not intended to be the sole source of funding for these services. Proposers are required to contribute a minimum of 15% match contributions based on the Proposer's total funds requested under this RFPQ. If a Proposer is awarded multiple service categories, then the Proposer will be held to the 15% match requirement, in aggregate, for all service categories awarded. For providers receiving HUD COC funds, the match requirement is 25%.

The match will be built into the budgets for the contracted services. Match amount and source must clearly be shown in the budget forms. The entire match must be for services awarded through this procurement. The match cannot come from other funds allocated through the Multnomah County DSVCO and JOHS, but may be from other Multnomah County Departments. Permissible match content requirements will vary depending on what service the Proposer is proposing to provide. The match may be direct financial contributions and/or in-kind.

Examples of eligible matches include:

In-	Kind Match	Ca	sh Match
•	Donated supplies that benefit the specific service or participants	•	Cash from fundraising or grant sources that directly support the contracted
•	Rent, telephone, fiscal agent services		services
•	Work performed by volunteers that supports the service or benefits participants, valued at the commercial rate the work would be paid by the project sponsor or at minimum wage if no comparable position(s) exist within the agency		
•	Donated professional services or programming that benefits the services or participants		

The County will not pay more than its percentage of the project costs submitted in the Proposal. Proposers must exercise extreme caution about including "soft" matches (resources that have not been confirmed or cannot be verified) because successful Proposers will be held contractually to the amounts included in their Proposals.

Proposers demonstrating the ability to leverage additional domestic violence services for survivors (using other funds, volunteer services, in-kind or formal relationships with other domestic violence providers) that go beyond the required match will be given priority.

For the initial release date of this Request for Programmatic Qualifications, the DVERT program is exempt from the match requirement. Proposers should be aware that may change in the future and a match be required.

2.7 SCOPE OF SERVICES

2.7.1 Category 1 – Provider Qualifications – Domestic and Sexual Violence Program Competencies

The RFPQ has two components of response: 1) Provider Qualifications as a domestic and/or sexual violence victim/survivor services provider, and 2) Qualification as a provider of a specifically identified service area (Service Area Qualification). All respondents must meet the Provider Qualification requirements in order to be considered further for one or more of the specific service area contracts under this RFPQ. Service Area Qualification will only be determined if the Proposer has met the Provider Qualification described below.

Domestic and Sexual Violence Victim/survivor Service providers selected under this RFPQ will be expected to demonstrate the program competencies listed below. In addition, they will need to align with the goals and objectives above, ensure that they establish and nurture strong working relationships with other victim/survivor services providers, the DSVCO and JOHS.

All providers of domestic and / or sexual violence victim/survivor services shall demonstrate the minimum program competencies to qualify, exhibiting experience providing domestic and/or sexual violence victim/survivor services or other victim/survivor services including:

A. Experience with Contractual Relationships:

DSVCO and JOHS will have formal relationships with service providers through contracts, ongoing communication and training opportunities. Providers should be able to show previous relationships with the County or other funders, and their ability to maintain such a relationship. If Proposer has no previous relationships, Proposer should identify their agreement to foster working business relationships, and ability to actively participate.

B. Accessibility:

- 1. Meet the standards set by the American Disabilities Act;
- 2. Have a plan to ensure cultural responsiveness and service delivery that is respectful of all participants;
- 3. Have a plan assuring access to services for people who do not speak the primary language of the service provider; and
- 4. Provide services that can be used by victim/survivors of domestic violence living in or intending to live in Multnomah County.

C. Accountability:

1. Have written procedures and policies that ensure respectful and effective services;

- 2. Demonstrate accountability to survivors through established processes that encourage survivor feedback, allow for a transparent grievance process, and involve survivors in planning and decision-making at all levels of the program;
- 3. Demonstrate accountability to and involvement in the local community; and
- 4. Have a termination/exclusion policy and procedures that ensure that participants are treated with respect and are fully informed of the policy and procedures. The policy and procedures should include a process for informing the program participant of their termination/exclusion from the program, reviewing any action to be taken or action not taken, outlining the program participant grievance procedure, and allowing for re-entry into the program.

D. Training:

- Ensure that staff and volunteers have knowledge, experience and training on domestic and sexual violence, victim/survivor services and related issues; including assuring they meet the minimum training requirements for domestic violence advocacy programs and/or sexual violence advocacy programs, as established by Oregon Administrative Rules (OAR 137-085-0060 Advocate Certification and Training);
- 2. Ensure that staff and volunteers have access to continuing education opportunities beyond the minimum training requirements established by Oregon Administrative Rules (OAR 137-085-0060 Advocate Certification and Training); and
- 3. Attend required training and community/system networking meetings as required by DSVCO and JOHS staff.

E. Confidentiality:

- Ensure confidentiality of all personally identifying information of the program participants and their children or other information that could compromise the safety of the participants or their children or interfere with the needed trust between the participant and the program to provide effective services; and
- 2. Confidentiality policies and practices must meet the requirements of the Violence Against Women Act (VAWA), and include a written subpoena response policy that addresses both confidentiality and safety for victim/survivors of domestic violence. For additional information please refer to: https://www.justice.gov/ovw/legislation.

F. Collaborative Relationships:

- 1. Participate in coordination efforts within the domestic and sexual violence intervention system;
- 2. Participate in coordinated domestic and sexual violence intervention system development, including identifying and addressing unmet needs, gaps in services and system barriers; follow-up on system barriers/problems/issues; and participate in wider coordinated community responses to domestic and sexual violence issues;
- 3. Network and coordinate with culturally specific programs and agencies to provide co-case advocacy and culturally appropriate services, and to expedite cross referrals; and
- 4. Have relationships both within the domestic and sexual violence system, as well as outside of the system, such as with agencies/businesses that provide housing, employment or financial assistance, or criminal justice intervention.

G. System Change:

- 1. Provide advocacy both for individuals and system change;
- 2. Provide community education focused on social change;
- 3. Participate in community coordinated response that will lead to social change; and

4. Commitment to equity and social justice.

H. Outreach:

- 1. Have a plan in place to reach potential program participants or have demonstrated success in reaching potential program participants from all parts of Multnomah County; and
- 2. Provide some level of prevention education and/or public education on domestic and sexual violence.

I. Cost, Leverage and Match:

- In all cases where the Provider seeks to charge a program participant for services, such fees for service funded by DCHS must be on a sliding scale where \$0 is the beginning point of contribution. Under no circumstances is a program participant to be denied services for their inability to contribute a program fee for the services under this contract;
- 2. Cost of services and administrative costs must be clearly defined and reasonable;
- 3. Providers must provide a 15% cash or in-kind match unless directed otherwise (see Section 2.6 Match Requirements); and
- 4. Providers must show that they have and/or can leverage other dollars or services beyond the resources provided by the County.

J. Advocacy:

Unless specifically indicated below, all service areas require an advocacy component as described in this paragraph. Advocacy for domestic and sexual violence survivors is distinctly different from, but related to standard case management. It is based on a belief that victim/survivors have the right to be treated with respect and to be afforded services and support that increase the survivor's safety and self-determination. It is not only concerned with providing direct service, but also with assuring that relevant services are available, and assisting survivors in accessing those services to the fullest extent possible as determined by the survivor. Thus, advocacy requires an active collaboration with the survivor in identifying and obtaining the needed services and support. Generally short-term advocacy is less than 90-days and long-term advocacy is 90 or more days.

Programs that provide advocacy for survivors should meet minimum advocacy standards:

- 1. Information/referral/assessment:
- 2. Risk assessment and safety planning for all participants and their accompanying children;
- 3. Assisting participants in developing a comprehensive, strengths-based needs assessment plan, and in achieving individual goals through advocating on participants' behalf, when needed and requested and providing emotional and physical support and encouragement in a manner that is trauma sensitive, with considerable efforts to prevent re-traumatization of the victim/survivor;
- 4. Connection, referral, and advocacy on behalf of participants for safe permanent, short term or long term housing, housing readiness programs, self-sufficiency services, employment, and educational services;
- 5. Connection, referral and advocacy with mental health or alcohol and drug use services when requested by participant;
- 6. Provision of domestic and sexual violence education, including Domestic Violence (DV) and Sexual Violence (SV) support groups or referral to DV and SV support groups or individual instruction;
- 7. Using trauma-informed approaches provide advocacy, education, referral and support for participants who are parenting children impacted by domestic or sexual violence, and connection and referral to child/family advocacy programs;
- 8. Identification of individual financial needs and connection to economic advocacy services;

- 9. Other actions/services that directly improve the participant's ability to achieve success as outlined in their service plan.
- 2.7.2 Categories 2 to 5.4 Service Area Qualifications Service Areas Specific Competencies
 In addition to the general competencies outlined above, <u>Proposers for funding for the specific categories will</u> need to meet Service Area Qualifications.

CATEGORY 2. EMERGENCY SERVICES

Emergency Services are services that provide safe crisis intervention and support to survivors and their children when fleeing domestic and sexual violence. This RFPQ seeks to qualify providers for two types of emergency services, including Safety Off the Streets and comprehensive non-facility based services. Each is described below.

CATEGORY 2.1 SAFETY OFF THE STREETS:

Safety Off the Streets is a continuum of services that includes Diversion, Emergency Shelter, Crisis Lines, Outreach, Domestic Violence Community Advocacy, Domestic and Sexual Violence Safety Planning, among others. The Safety Off the Streets continuum of services offers victims/survivors and their families' advocacy and crisis support to rebuild safety and stability. The County currently seeks to procure the following Safety Off the Streets services for Emergency Shelter and Housing Outreach and Advocacy Services:

CATEGORY 2.1.1 – EMERGENCY SHELTER:

Provided in residential facilities, both facility-based and scattered-site, and must be available on a 24-hours a day, 7 days a week basis for short-term stays for victims/survivors and their family members. Facilities must meet the Oregon Department of Human Services (DHS) standards for domestic violence shelter facilities (OAR 413-050-0555 Shelter Standards).

Shelter services should to be limited to 60 days with extensions available under certain conditions. The program should have written procedures that have been approved by the Joint Office of Homeless Services for authorizing extensions. Conditions under which extensions should be authorized are:

- i. Housing has been identified and will be available in near future; or
- ii. The participant is on a waitlist for services or housing in a community program and movement would destabilize access; or
- iii. Extreme barriers that relocation to another shelter would exacerbate (language, health, safety); or
- iv. Near term pregnancy (delivery is within 30 days).
 - Other Key service features must include:
- v. Intensive domestic and sexual violence specific advocacy/peer support that is provided through direct face-to-face interaction with resident and face-to-face, phone or email interaction with another service provider on behalf of the resident and meets the minimum defined Advocacy requirements as listed under Advocacy above;
- vi. Provision of basic necessities bedding, food, toiletries and clothing as required;
- vii. Networking and coordination with other shelters on temporary closures and space utilization. Routine annual closures are strongly discouraged. Planned temporary closures must be less than seven (7) days and must be pre-approved by Joint Office of Homeless Services at least 30 days in advance. Non-emergency shelter closures in July and August are strongly discouraged due to the historical increase in demand during these months;
- viii. Networking and coordination with other domestic and sexual violence victim/survivor services

providers, including culturally specific agencies, to provide co-advocacy and culturally responsive services; and

ix. Provision of domestic and sexual violence education or support groups on site.

CATEGORY 2.1.2 - HOUSING OUTREACH AND ADVOCACY SERVICES

Housing Outreach and Advocacy Services include Domestic Violence Community Advocacy, mobile advocacy focused on outreach to victims/survivors in non-traditional domestic and sexual violence victim service settings, and Shelter to Stabilization Coordination, advocacy services directed towards victims/survivors residing in domestic violence emergency, confidential shelters. Staff performs outreach with victims/survivors and provides advocacy, referrals, and assistance around barrier removal to employment and housing. Services in this area include, but are not limited to:

- Intensive domestic and sexual violence specific advocacy/peer support, with emphasis on participants' housing needs, that is provided through direct face-to-face interaction with participant and face-to-face, phone or email interaction with another service provider on behalf of the participant and meets the minimum defined Advocacy requirements as listed under Advocacy above;
- ii. Assistance with removing barriers to housing, services, and safety, including support around safety planning;
- iii. Referrals to community and domestic violence system resources, including referrals to domestic violence housing intervention programs;
- iv. Access to short-term emergency housing or bridge housing, such as motel vouchers; and
- v. Access to basic needs and advocacy/referral to ensure that the participant and family have minimal basic needs addressed.

CATEGORY 2.2 – NON-FACILITY BASED EMERGENCY SERVICES

Non-Facility-Based Emergency Services is a mobile advocacy and housing assistance model that provides emergency assistance to victim/survivors and their families. These services are for the general population of domestic and sexual violence victim/survivors and must be provided in a culturally responsive manner. Services under this area include but are not limited to:

- a. Intensive domestic and sexual violence specific advocacy/peer support that is provided through direct face-to-face interaction with participant and face-to-face, phone or email interaction with another service provider on behalf of the resident and meets the minimum defined Advocacy requirements as listed under Advocacy above;
- b. Crisis/access line staffed by trained domestic and sexual violence crisis intervention specialists;
- c. Access to short-term emergency housing, such as motel vouchers;
- d. Access to basic needs including food, toiletries and clothing, and/or advocacy/referral to ensure that the participant and family have minimal basic needs addressed;
- e. Mobile advocacy throughout Multnomah County at sites identified by the participant as safe and accessible;
- f. Networking and coordination with other domestic and sexual violence victim/survivor services agencies, including culturally specific agencies, to provide co-case advocacy and culturally appropriate services, and with shelters on availability, referral and intake.

CATEGORY 3 – RAPID RE-HOUSING

Rapid Re-housing is a housing assistance model that provides advocacy support and financial assistance to help victims/survivors and their families retain housing and/or quickly establish safe, permanent housing after fleeing domestic violence.

CATEGORY 3.1 – SHARED HOUSING AND SCATTERED SITE

Shared Housing and Scattered Site Rapid Re-housing services assist survivors by identifying housing options quickly and providing flexible short and longer term financial assistance for housing placement and retention. These services are for the general population of domestic and sexual violence victims/ survivors and must be provided in a culturally responsive manner. Services under this area include, but are not limited to:

- a. Intensive domestic and sexual violence specific case management and advocacy, with emphasis on participants' housing needs, that is provided through direct face-to-face interaction with participant and face-to-face, phone or email interaction with another service provider on behalf of the participant and meets the minimum defined Advocacy requirements as listed under Advocacy above;
- b. Flexible, short to long term assistance for eviction prevention and/or permanent placement;
- c. Assistance with removing barriers to safe housing, employment, services, and safety, including support around safety planning;
- d. Education relating to domestic violence and sexual assault, financial empowerment, and tenant rights;
- e. Referrals to community and domestic violence system resources;
- f. Landlord advocacy and assistance with appealing housing denials and overcoming housing barriers, criminal history, rental history, and negative credit; and
- g. Access to basic needs and advocacy/referral to ensure that the participant and family have minimal basic needs addressed.

CATEGORY 3.2 - DIVERSION

Diversion services focus rapid response to prevent homelessness and divert actively fleeing victims/survivors and their children from emergency shelters by providing assistance in accessing and/or maintaining safe, stable housing. Diversion services support survivors who are not residing and do not need access to secure confidential shelters, but are in need of advocacy and support to rebuild safety and stability. Services under this area include, but are not limited to:

- a. Intensive domestic and sexual violence specific case management and advocacy, with emphasis on participants' housing needs, that is provided through direct face-to-face interaction with participant and face-to-face, phone or email interaction with another service provider on behalf of the participant and meets the minimum defined Advocacy requirements as listed under Advocacy above;
- b. Flexible, short term assistance for "last" barrier removal, eviction prevention and/or permanent placement;
- c. Support around basic needs, employment, accessing services, and safety, including support around safety planning;
- d. Landlord advocacy and assistance with appealing housing denials and overcoming housing barriers, criminal history, rental history, and negative credit;
- e. Financial empowerment and tenant rights education; and
- f. Referrals to community and domestic violence system resources.

CATEGORY 4 – CULTURALLY SPECIFIC SERVICES

The System is using a new definition of Culturally Specific services developed through a collaborative County-wide work group, led by the Multnomah County Chief Operating Officer and the Director of the Office of Diversity and Equity. This definition realizes the county stated belief that: culturally specific services eliminate structural barriers and provide a sense of safety and belonging which will lead to better outcomes.

1. Characteristics of Culturally Specific Services

Culturally Specific services/programs are those that are informed by specific communities, where the majority of members/clients are reflective of that community, and use language, structures and settings familiar to the culture of the target population to create an environment of belonging and safety in which services are delivered. These services and programs reflect the following characteristics:

- a. Programs are designed and continually shaped by community input to exist without structural, cultural, and linguistic barriers encountered by the community in dominant culture services or organizations AND designed to include structural, cultural and linguistic elements specific to the community's culture which create an environment of accessibility, belonging and safety in which individuals can thrive.
- b. Organizational leaders, decision-makers and staff have the knowledge, skills, and abilities to work with the community, including but not limited to expertise in language, core cultural constructs and institutions; impact of structural racism, individual racism and intergenerational trauma on the community and individuals; formal and informal relationships with community leaders; expertise in the culture's explicit and implicit social mores. Organizational leaders and decision-makers are engaged in improving overall community well-being, and addressing root causes.

2. Culturally Specific Services

Services should include outreach tailored to the identified community, crisis services, domestic and sexual violence advocacy/peer support, and community education. Multnomah County is seeking Proposals that provide the following:

- a. Intensive domestic and sexual violence specific advocacy/peer support that is provided through direct face-to-face interaction with participant and face-to-face, phone or email interaction with another service provider on behalf of the participant and meets the minimum defined Advocacy requirements as listed under Advocacy above;
- b. Program(s) that are culturally-focused, readily-identifiable by consumers and the specific community, and match the values of and are accountable to the identified community;
- c. Services that are culturally relevant and, when appropriate, provided in the primary language(s) of the identified population or survivor;
- d. Utilize materials developed in the primary language(s) of the identified population;
- e. Have organizational leadership, management and staff that reflect the identified population or have needed knowledge, skills, abilities and relationship with the identified community;
- f. Services that can be shown to address the particular needs of the identified population;
- g. Integration with or reciprocal relationships with other services for the identified population; and
- h. Program is designed and able to serve a minimum of 50 new participants per contract year, per 1 FTE. Example: 1.5 FTE = 75 new program participants each contract year.
- i. LGBTQ Employment and Economic Advocacy Navigator position located at the Gateway Center for Domestic Violence. Program serves LGBTQ self-identified individuals who are also domestic and sexual violence survivors and is designed to serve a minimum of 50 new participants per

contract year, per 1 FTE. Example: 1 FTE = 50 new program participants each contract year.

CATEGORY 5 – COMMUNITY BASED SERVICES

Community Based Services are non-residential services for the general population. These services may require specialized skill sets and may be co-located in a variety of service venues including courts, law enforcement agencies, and other social services agencies. Proposer may have a history of or experience in working in partnership with service systems identified in each section. There are four service areas in the Community Based Services section: Protection Order Room Advocates, Legal Services, Co-located Services, and Community-Based Sexual Assault Services

CATEGORY 5.1 – COURT HOUSE PRTECTION ORDER ROOM ADVOCATES

Protection Order Room Advocates provide technical assistance and emotional support to victim/survivors of domestic or sexual violence who are completing the Family Abuse Protection Act restraining order or other domestic and/or sexual violence related protection order forms (e.g. DV or SA related Stalking Protection Order, Elderly Persons and Persons with Disabilities Protection Order or Sexual Assault Protection Order) at the downtown Multnomah County Courthouse. The provider of these services must provide trained advocates (paid or volunteer) each day that Protection Order hearings occur, during the hours with the highest frequency of survivors applying for Protection Orders. Services to be provided at the Courthouse include:

- a One-on-one support, identification of risks and safety planning services;
- b. General information about court procedures related to restraining or stalking orders, domestic violence or family law;
- c. Information and referral about other services which may be needed by the victim/survivors; and
- d. Follow-up advocacy services for survivors who indicate the desire to have such services.

The agency/program must also ensure the following:

- e. Recruitment, training and supervision of volunteers to assist at the Courthouse;
- f. Collaboration with Culturally Specific programs;
- g. Maintenance of a close working relationship/collaboration with Family Court and Family Law Clerks staff; and
- h. Participation in the Family Violence Coordinating Council (FVCC) Civil Court Committee and other Family or DV Court committees or efforts as appropriate.

CATEGORY 5.2 – LEGAL SERVICES

Legal Services are legal representation and/or paralegal services for domestic and sexual violence victim/survivors in civil legal domestic relations matters (dissolution, custody, and parenting time), restraining order or stalking order, immigration, or other civil legal matters related to domestic and sexual violence. The Proposer will:

- a. Prioritize legal services for program participants most in need, including: those with one or more barriers to advocating in court for themselves (such as language, disability, increased danger); more complex legal needs (for example, contested dissolutions and custody cases); no or few other resources (for example, meets federal poverty or federal low-income guidelines);
- b. Coordinate Family Court Services or restraining order/stalking order representation with other attorneys assisting domestic or sexual violence victim/survivors (such as pro bono, immigration or defense attorney);
- c. Provide technical assistance and training to domestic and sexual violence victim/survivor services providers and to the Family Violence Coordinating Council (FVCC) when requested.

CATEGORY 5.3 – CO-LOCATED SERVICES

Co-Located Services are domestic and / or sexual violence victim/survivor services that are delivered in the County in agencies that are not specifically domestic and / or sexual violence victim/survivor service agencies, but where a significant number of victim/survivors may turn for services of some kind. For example, a victim/survivor advocate may be co-located at DHS Office, a law enforcement office, a health clinic, a behavioral health agency or parent-child development center. The co-located advocate provides direct services to victim/survivors accessing the host site services, provides consultation and training to the host site staff, and advocates for more effective services at the host site. The host site and advocacy agency are expected to establish written agreements, policies and/or procedures regarding how they will interact and coordinate services to most effectively respond to the needs of the survivor. These agreements, policies and/or procedures should include, at a minimum, confidentiality, referrals, information sharing, safety, work and conflict resolution. Co-located services are often part of a program or project that is coordinated by DSVCO and / or JOHS or another entity. Co-located Services often are provided within a framework and provide on-going opportunity for relationship building and coordination or collaboration.

The intensive domestic and sexual violence specific advocacy/peer support that is provided at the host site will meet the minimum defined Advocacy requirements as listed under Advocacy above, with the following additional requirements: These services must be provided by experienced advocates who have solid advocacy skills, have or are able to quickly obtain in-depth knowledge about the host agency and services provided on site, and are able and willing to work collaboratively within the framework and practices agreed upon the site, DSVCO and / or JOHS and/or the provider. Co-located advocates must be able to provide services at the host site or in the community at sites that are easily accessible and safe for the victim/survivors (victim/survivor's home or public venue), and to provide accompaniment to court hearings, meetings or other appointments, as requested by the participant or by the host agency, if appropriate. Advocates must pass the host site criminal background check.

Currently, the County is seeking to fund co-located services for the Domestic Violence Enhanced Response Team (DVERT). DVERT is a collaboration of criminal justice, local government and social service agencies that work together to identify and effectively respond to high risk / high lethality domestic violence situations with a focus on survivor/victim safety and offender accountability. Partner agencies include Portland Police Bureau, Multnomah County Sheriff's Office, Multnomah County Department of Justice (probation and parole), the Multnomah County District Attorney's Office, the Department of Human Services (Child Welfare and Self Sufficiency) and other local government and nonprofit agencies. Providers of co-located services are expected to provide direct services to victim/survivors and their children and to participate in activities which will increase collaboration or coordination in domestic and sexual violence cases and the competency of the host site, project partners and the provider to respond most effectively to victim/survivors and their children. Intensive domestic and sexual violence advocacy for general population and Spanish-speaking victim/survivors is sought for DVERT.

Providers of co-located advocacy services must in addition meet the following requirements:

- a. Demonstrated ability to adequately train, supervise and support advocates working at non domestic and / or sexual violence host sites, and to resolve work performance issues if they arise;
- b. Ability to ensure that the co-located advocate fulfills work expectations, such as level of service/contact with the victim/survivor, minimum number of survivors served annually, participation in required case reviews, system meetings or other interactions with host site staff, and compliance with collaboratively-developed policies and procedures;
- c. Ability to provide technical assistance and/or training to the host site, and to encourage co-located advocates and others on your staff to increase their knowledge and understanding of the mission, philosophy, policies and procedures of the host site, participation in hiring;

- d. Exhibit an ability and willingness to collaborate with community partners and work effectively with them, including participating in the collaborative development of policies and procedures and in hiring processes and allow partners to participate in the agency's hiring of the co-located Advocate; and
- e. Follow rules and expectations related to confidentiality of victim/survivor information, release of information, prioritization of services to victim/survivors at high risk or with other characteristics common to the host site and other work related requirements, as adopted by/agreed upon by the collaborators.

CATEGORY 5.4 - COMMUNITY-BASED SEXUAL ASSAULT SERVICES

Community-based Sexual Assault Services are sexual violence victim/survivor services that are delivered in the County in agencies where a significant number of victim/survivors may turn for services of some kind. These services are provided to individuals regardless of whether a police report has been, or will be, filed. Services provided must be flexible, client driven, culturally responsive and will include, for example:

- a. Assessment and referral to community programs and services, when appropriate; and
- b. Legal and medical advocacy, as requested by victim/survivor.

Providers of community-based sexual assault services must meet the following requirements:

- a. Exhibit an ability and willingness to collaborate with community partners and work effectively with them; and
- b. Follow rules and expectations related to confidentiality of victim/survivor information, release of information, and prioritization of services to victim/survivors at high risk or with other characteristics.

2.8 FISCAL REQUIREMENTS AND REPORTING

2.8.1 Fiscal Requirements

Providers should ensure their baseline program Proposal response includes the following fiscal requirements, which will appear in resulting contracts:

- A. Providers must submit a complete budget for all costs related to any service they respond to within this RFPQ. The budget should not be constructed to focus on anticipated County funding but on the actual cost to provide the service by the agency and should identify all funding that is presently identified for the service delivery; (i.e. what will it cost for the agency to provide this service or services).
- B. Providers will be required to generate an annual budget proving the fiscal stability of the agency and detailing the ability of the agency to provide the service for the entire fiscal year. This document must be provided to the DSVCO and JOHS within 45 days of each new fiscal year;
- C. Provider changes of more than 10% in any previously approved line item in the submitted budget shall require a written budget modification approved by the DSVCO and JOHS prior to expenditures. The budget modification request must be accompanied by a justification for the changes;
- D. Any cost incurred by Providers over and above the agreed sum shall be at the sole risk and expense of the Providers. All project monies shall be either obligated or expended within the contract period unless specifically authorized by the DSVCO and JOHS to extend or accrue the funds into the next fiscal year:
- E. All expenditures should be in accordance with the Office of Management and Budget (OMB) circular A-122 Cost Principles for Non-Profits. You may view at: http://www.whitehouse.gov/omb/circulars
- F. Providers with multiple governmental funding sources are cautioned to ensure they do not seek nor receive multiple reimbursements for the same services as paid for through this RFPQ; and

G. All requests for payment will be submitted no later than the 20th calendar day of the month following service delivery on DCHS-approved invoices and must be accompanied by documentation to support the service provision, and notwithstanding any other payment provisions in the resulting contracts, if any. Failure of the Provider to submit required reports when due, may result in the withholding or reduction of contract payments.

2.8.2 Reporting Requirements:

Reporting the provision and effectiveness, including cost effectiveness, of services are important components of DSVCO and JOHS contract requirements. To ensure that appropriate data is collected, provider reporting requirements may change based on the needs of partnering funders upon the request of the County Board of Commissioners. Thus, additional or changes to reporting requirements may be identified at a later date based on the needs of the County to evaluate provision and effectiveness of services. Presently all qualifying providers will meet the following minimum reporting requirements:

- A. Provider will submit semi-annual narrative report due within 45 days of December 31st. Instructions/details for completion of reports will be issued by DSVCO and JOHS;
- B. Provider will submit a final Annual Report due 45 days after the end of the county's fiscal year which ends June 30th. Instructions/details for completion of reports will be issued by DSVCO and JOHS;
- C. All providers, unless given a waiver in writing by DSVCO and JOHS, will participate in ServicePoint Comp SIte (an electronic database for reporting services and outcomes). All ServicePoint Comp Site data must be entered no later than the 7th of each month following service delivery. All ServicePoint Comp Site data must be complete (all questions/data fields must be completed as instructed) and meet the minimum standards established by DSVCO and JOHS in order to provide a count of individuals served in the domestic and sexual violence victim/survivor services system;
- D. A semi-annual Match report that reflects other funds or in-kind that providers have utilized to provide services; and
- E. Other requirements as identified.

2.9 PERFORMANCE MEASURES/PERFORMANCE CONTRACTING

2.9.1 Performance Measures – Long and Short Term Objectives

All programs and services have the same goal: <u>Increase the safety of victim/survivors of domestic and sexual violence and their families.</u>

Services must be available to participants throughout Multnomah County:

Rapid Re-Housing programs will be required to, at a minimum, make follow-up contact at six (6) and twelve (12) months after exit. Follow-up questions and specific requirements will be identified in the contract process.

2.9.2 Specific Performance Measures

Specific Performance Measures identified at this time for specific service categories are described below. These measures may change depending on funding requirements or program adjustments.

A. Category 1 – Provider Qualification (N/A – Included in Measures Below)

B. Category 2 - Emergency Services

- 1. Category 2.1. Safety Off the Streets
 - a. Category 2.1.1 Emergency Shelter
 - i. 95% of participants will work with an advocate to develop a safety plan by exit

ii. 60% of participants will report moving to safe, stable housing at exit

2. Category 2.1. - Safety Off the Streets

a. Category 2.1.2 - Housing Outreach and Advocacy Services

- i. 95% of participants will work with an advocate to develop a safety plan by exit
- ii. 75% of participants will be connected to a housing program
- iii. 45% of participants will be provided housing barrier reduction services

3. <u>Category 2.2 – Comprehensive Non-facility Based Emergency Services</u>

- a. 95% of participants will work with an advocate to develop a safety plan by exit.
- b. 50% of participants will report living in safe, stable housing at exit

C. Category 3 – Rapid Re-housing

1. Category 3.1 – Shared Housing and Scattered Site

- a. 95% of residents will develop or update a safety plan by exit based on identified risks.
- b. 70% of residents will exit to permanent housing.
- c. 75% of households obtaining permanent housing will retain housing at six-month follow-up.
- d. 70% of households exiting to permanent housing will retain housing at twelve-months following exit.
- e. 70% of participants will report increasing or maintaining their income by exit.

2. Category 3.2 - Diversion

- a. 95% of participants will work with an advocate to develop a safety plan by exit
- b. 75% of households will retain safe, stable housing at six-month follow-up.
- c. 70% of households will retain safe, stable housing at twelve months following exit.

D. Category 4 – Culturally Specific Services:

1. Categories 4.1-4.6 - Culturally Specific Services

- a. 95% of participants will work with an advocate to develop a safety plan.
- b. 50% of participants will report living in safe, stable housing at exit

E. Category 5 – Community Based Services:

1. Category 5.1 – Protection Order Room Advocates

- a. 50% of individuals served receive information and referral to other needed services when requested by survivor.
- b. 50% of individuals served receive brief safety assessment and safety plan when requested by survivor.

2. Category 5.2 – Legal Representation:

- a. 75% of program participants will have a court action filed or contested by an attorney if and when requested by survivor.
- b. 90% of open cases or phone consultations will include information concerning family law issues or the Family Abuse Prevention Act, or information and referral to other services, if and when requested by survivor

3. Category 5.3 – Co-Located Services

- a. 95% of participants will work with an advocate to develop a safety plan by exit
- b. 80% of participants report having access to basic needs including food, toiletries and clothing

4. Category 5.4 Community-based Sexual Assault Services

- a. 95% of participants will work with an advocate to develop a safety plan by exit
- b. 80% of participants report having access to basic needs including food, toiletries and clothing

2.9.3 Contract Monitoring / Program Evaluation

Contracted Provider will cooperate fully with County's contract monitoring and program evaluation activities. This includes making available data or information the County deems necessary for those processes. However, Contractor will not be required to provide participants' personally identifying information during this process. Any contract issued as a result of this RFPQ will be monitored through a number of means, including the following areas:

A. Site Reviews

DSVCO and JOHS staff may schedule on-site visits to review agency compliance with the contract. Site visits are usually scheduled with Contractor, but may be conducted without notice.

B. Training and Technical Assistance

DSVCO and JOHS Staff may offer training, technical assistance and/or assist programs with the design of services.

C. Evaluations/Program Performance

Program performance will be evaluated through other quality assurance/evaluation processes, which may include but are not limited to:

- 1. Service Point data/reports;
- 2. Provider semi-annual narratives and provider self-assessments;
- 3. Program participant satisfaction surveys and complaint resolution processes;
- 4. Compliance review for contract standards and performance criteria;
- 5. Compliance reviews for reporting requirements, including use of Service Point;
- 6. Referral source satisfaction surveys/community partner surveys;
- 7. Any State and County collected data or information that reflects service delivery or utilization outcomes; and

8. Review of program and program participant records (personally-identifying information will be redacted.)

D. Fiscal Compliance

County fiscal compliance reviews/audits will be conducted to ensure that financial records, systems and procedures conform to Generally Accepted Accounting Principles and are in compliance with all County and State audit and accounting requirements.

2.10 CONTRACT NEGOTIATION

Once selected in the allocation process, The County will initiate contract negotiations with the Proposer. Multnomah County may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest. If negotiations fail to result in a contract, the County reserves the right to terminate the negotiations and initiate contract negotiations with another qualified Proposer. This process may continue until a contract agreement is reached.

2.11 CONTRACT AWARD, CONTINUOUSLY OPEN PROCUREMENT AND ALLOCATION PROCESS

This is a formal, competitive, Request for Programmatic Qualifications (RFPQ) process as provided for under the authority of PUR-1. No contracts will be issued as a result of this RFPQ process. Our intent is to establish pools of qualified vendors who will be eligible for potential contract awards. There is no limit on the number of vendors that may be qualified under this RFPQ process.

NOTICE: This will be a <u>continuously open procurement</u> process – that means that this RFPQ will be open to receive proposals from interested vendors beyond the initial closing date. No proposals will be accepted or evaluated in the final two (2) years of this RFPQ.

<u>Initial Qualification Process</u>. Proposals submitted from March 17, 2017 to the RFPQ's initial closing date at 4:00 PM on April 17, 2017 will be evaluated and qualified vendors will be placed in the appropriate vendor pool and be eligible for funding allocations through the allocation process detailed below.

Follow-on Qualification Process. Proposals received after the initial closing date as listed on the first page will be held by Purchasing. Approximately twelve (12) months from the initial closing date at 4:00 PM Purchasing will furnish any received proposals to an evaluation team for review and potential addition to the established qualified vendor pool. The same criteria used to establish the qualifications of the initial pool of vendors will be used in determining the qualifications of any new proposals received after the initial closing date. Those vendors who are found qualified will be added to the existing vendor pool and will be eligible to receive funding allocations as determined by DCHS via their periodic allocation process. No proposals will be accepted nor evaluated from vendors after 4:00 PM on the third annual anniversary of the RFPQ closing date. Vendors that do not successfully qualify in the initial or a subsequent qualification process have the ability to submit a new, revised proposal in the second or third closing. We anticipate doing an evaluation of any newly received proposals on a twelve (12) month basis for the first three years of the RFPQ validity. See front page for additional closing dates.

<u>ALLOCATION PROCESS</u>. Entirely separate from this qualification process, DCHS will initiate and award requirements contracts to those qualified providers who demonstrate the desired experience, skills, proficiency, certifications, and area of specialty that will best meet and match the needs of the Domestic and Sexual Violence Coordination Office. DCHS will conduct a rigorous funds allocation process to distribute available funds according to known system requirements and priorities. Allocations will only be made to providers who previously qualified under this RFPQ. The funding allocation process will be a formal one, requiring DCHS to document their findings and determinations in writing that lead to specific funding allocations or to the continuation of funding allocations. Vendors may not protest funding allocation decisions. Funding allocation decisions will be made from an overall County system of care perspective. Allocation priorities and selection criteria may include:

- A. County and Department strategic priorities
- B. Overall system of care needs and deficiencies
- C. RFPQ proposal information and evaluation input from the RFPQ raters
- D. Provider/system stability
- E. Provider experience
- F. Number and type of funded slots/beds
- G. Funder-imposed requirements or restrictions (i.e. non-profit, designated vendor, etc.)
- H. Specific population coverage
- I. Services provided in program participant's native language
- J. Geographic service coverage
- K. Coverage of specific treatment modalities
- L. Customer feedback (Program participants, referral sources, etc.)
- M. Ability to leverage additional funding
- N. Program participant needs (including psychological needs) and trends
- O. Provider economy of scale
- P. Past performance (recidivism rates, engagement, etc.)
- Q. Certification status
- R. Extent of provision of like services by any one agency
- S. Other factors as deemed appropriate by the funding allocation team

Since the allocation process considers a variety of factors, funding may go to qualified Proposers who did not earn the highest overall RFPQ qualification score. Therefore, it will be possible to qualify under this RFPQ process and not receive a funding allocation due to resource limitations and other factors. The Department cannot predict a case load for these services and does not guarantee any particular volume of business will be offered to any applicant who qualifies to provide services, nor is there any guarantee that the Flex Fund Committee will use the services of any applicant who is issued a contract by virtue of this application.

After Purchasing provides written solicitation results to all Proposers and with the completion of the separate allocation process by Department of County Human Services, staff will contact the successful & qualified Proposer(s) who will receive an allocation for contract negotiations. The County will be awarding Requirements Contracts for these services. Requirements Contracts do not guarantee any level of funding and funding levels may change from year to year.

All Proposers seeking to provide services must submit a proposal and receive a minimum 70% of the total points possible in order to qualify.

2.12 CONTRACT TERM

Potentially, this RFPQ could result in awards of up to twelve or more contracts for the period beginning July 1, 2017 through June 30, 2022. The Department reserves the right to withdraw this RFPQ at any time, reissue a subsequent RFPQ, or terminate the resulting contracts, if any, at any time.

2.13 COMPENSATION AND METHOD OF PAYMENT

Services will be contracted and paid on a **cost reimbursement basis** unless otherwise specified. Department of County Human Services' required billing processes must be followed for contractors to receive payment as outlined in the Multnomah County Contractor's Fiscal Policies and Procedures Manual: https://multco.us/finance/fiscal-compliance and the Department of County Human Services Contract.

Cost reimbursement Contracts are paid monthly based on expenditure reports.

County shall pay for cost reimbursement Contracts when COUNTY receives a monthly Expenditure Report

Form (Sample Contract Exhibit 6A), as detailed in the Statement of Work, that shows expenditures consistent with services described in Section 2.7. CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain Contract payments. If required reports are received on time and are complete and correct, COUNTY shall process reimbursements within 10 working days of receipt of monthly expenditure report.

2.14 COOPERATIVE PURCHASING

N/A

2.15 INSURANCE REQUIREMENTS

The Proposer awarded a Contract as a result of this RFPQ will be required to provide the insurance described in the table below.

Minimum insurance requirements:

Type of Insurance	Amount	Per Occurrence	Aggregate
Professional Liability	\$1,000,000	\$1,000,000	\$2,000,000
Commercial Gen Liability	\$1,000,000	\$1,000,000	\$2,000,000
Commercial Auto Liability	\$1,000,000	\$1,000,000	N/A
Workers Compensation		Required	
Sexual Abuse/Molestation Liability	\$1,000,000	\$1,000,000	\$2,000,000

PART 3 – PROPOSAL QUESTIONS AND EVALUATION CRITERIA

3.0 PROPOSAL EVALUATION AND SCORING

Evaluation of proposals received in response to the RFPQ will be conducted comprehensively, fairly and impartially. Structured quantitative scoring methods will be used to maximize the objectivity of the evaluation. The evaluation committee of designated reviewers shall review and evaluate proposals. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for program service and financing.

3.1 EVALUATION PROCESS FOR WRITTEN RESPONSE

Each evaluator shall independently assign a draft score to each evaluation criterion based on review of the written proposals. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from the proposals. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed.

3.2 PROPOSAL QUESTIONS INSTRUCTIONS

Proposers seeking to provide services must complete all of the questions under Section 3.3, Category 1 and receive a minimum of 70% of the total points possible in Category 1 to be considered further for an award under this procurement.

Proposers will submit responses for each additional Service Area in Category 2 through Category 5.4 based on the services they are interested in providing for the County. Each set of questions represent an individual Service Area Qualification and will be scored independently Proposers may apply for one or multiple Service Area categories. Proposers failing to achieve 70% of the total points in any Service Area applied for will not be eligible for an award under that Service Area.

Proposers who fail to achieve the minimum score or proposers wishing to qualify for additional service categories may submit a Proposal at the next RFPQ closing per Section 2.11.

Proposers must submit a response to Category 1 in one (1) envelope labeled as #1 and response(s) for any additional Service Areas in Category 2 through Category 5.4 in one other envelope labeled as #2. Proposers failing to achieve 70% of the total points possible in Category 1 will not be evaluated on any Service Areas in Category 2 through Category 5.4. If a Proposer fails to achieve 70%, envelope #2 will remain sealed and be returned to proposer upon completion of the evaluation.

<u>Example</u>: Proposer A submits a proposal for Category 1 and a Service Area from Category 2 through Category 5.4. Proposer A receives the following score on Section 3.3, Category 1 from the three evaluators:

Rater A: 78 Points
Rater B: 81 Points
Rater C: 60 Points
Total Points: 219 Points

(Minimum necessary: 100 possible points x 3 evaluators x 70% = 210 Points)

As a result, Proposer A has met the minimum requirements to be considered further for an award under this procurement since the total point score of 219 exceeds the minimum number of points required to qualify, 210. Upon scoring 70% in Category 1, Proposer A must also meet a minimum requirement of 70% in the Service Area Categories Proposer A applied for to qualify for that specific Service Area. Once qualified, Proposer A is in a vendor pool. Contract awards will be decided during the allocation process per Section 2.11.

3.3 PROPOSAL QUESTIONS AND EVALUATION CRITERIA

Once a Proposer has met the Provider Qualifications, their response(s) to specific Service Area questions will be considered for qualification for that identified service. Note that Service Area questions for Categories 2 to 5.4 begin on page 38.

SECTION	DESCRIPTION	MAXIMUM POINTS			
Category 1 - Provider Qualifications – Required by All Proposers					
Service Standards					
1	Experience Providing Domestic and / or Sexual Violence Victim/Survivor Services	40			
2	Safety, Confidentiality, and Training	35			
Responsible Business Practices					
3	Environmental Impacts	10			
4	Social Equity	10			
5	Economic Impacts and a Healthy Workplace	5			
	TOTAL POINTS AVAILABLE	100			

CATEGORY 1 – PROVIDER QUALIFICATIONS

100 Points Possible

1. Experience Providing Domestic and / or Sexual Violence Victim/Survivor Services 40 Points Possible

- 1.1. Describe your agency or organization including a discussion of current resources specific to domestic and / or sexual violence. What key strengths, resources and/or abilities does your agency/organization have that it can bring in providing domestic and / or sexual violence victim/survivor services? Please address your agency's approach to equity and intersectional social justice in your response.
- 1.2. Describe your agency's experience in providing domestic and /or sexual violence victim/survivor services, including what type of services, for how long, approximate number of survivors served each year and performance measures you use to evaluate the effectiveness of your agency in providing these services. If your agency provides both domestic violence and sexual violence services, please describe each separately as each field has similar, but different responses. If you have not provided domestic and / or sexual violence victim/survivor services in the past, describe any victim/survivor services you have provided and your plan to be fully competent and functioning as a domestic and / or sexual violence victim/survivor service provider no later than July 1, 2017.

Evaluation Criteria:

The Proposer –

- Has a strong history of serving domestic and / or sexual violence victim/survivors;
- Is able to describe their approach to equity and intersectional social justice;
- Has a centralized easily accessible point of entry and multiple alternative points of entry that provide access to services in all of Multnomah County;
- Has policies and procedures in place that support the provision of high-quality services, encourage the
 use of best practices and support the goals and values of the system;

- Provides services that are flexible, non-intrusive and provide minimal disruption to meet the expressed needs and desires of the victim/survivor:
- Provides services that are culturally responsive and appropriate for the population and enhance survivors' safety;
- Has augmented County-funded services by partnerships/relationships among other responding agencies (such as police, court, DHS, and others);
- Has demonstrated accountability to survivors or has in place a plan to do so;
- Is able to show the effectiveness of their services or has a strong model and criteria for evaluating effectives of services; and
- If the Proposer does not currently provide domestic and / or sexual violence services or the service quantity or quality is limited, their plan for implementation of services ensures that all required segments of the provider qualifications are fully met within 30 days of signing the contract or by July 1, 2017.

2. Safety, Confidentiality, and Training

35 Points Possible

- 2.1. How does your agency prioritize increasing the safety of victim/survivors of domestic and / or sexual violence and their children?
- 2.2. Describe how you ensure confidentiality of all personally identifying information and other information related to program participants and their children that meets the Violence Against Women Act (VAWA) confidentiality requirement https://www.justice.gov/ovw
- 2.3. Do you have a written subpoena response policy that addresses both confidentiality and safety for victim/survivors of domestic and / or sexual violence?
- 2.4. How do you ensure that staff and volunteers have knowledge, experience and training on domestic and sexual violence, victim/survivor services and related issues; including assuring they meet the minimum training requirements for domestic and sexual violence victim/survivor advocacy programs, as established by Oregon Administrative Rules (OAR 137-085-0060)?
- 2.5. If you have staff and volunteers that provide support or services to survivors who have not completed the required minimum training requirements, what is your policy/procedure for assuring that they complete such training in a timely manner?

Evaluation Criteria:

The Proposer -

- Considers the safety of the participant including both physical safety and emotional well-being;
- Conducts individualized risk assessment and safety planning that includes the use of a standardized danger or risk assessment tool to identify types and level of danger and informs the victim/survivor of those risks and assists survivor in lessening those risks;
- Has mechanisms in place to ensure the confidentiality of program participant information and to ensure program participants have a clear understanding of confidentiality rights and limitations, releases of information and informed consent;
- Has a written subpoena response policy and procedures that maximizes safety and confidentiality of participants; Proposer is familiar with advocate privilege law and how it applies to their programs and advocate/participant communications ORS 40.264 Rule 507-1;
- Provides services in person whenever possible by well-trained staff and volunteers;

- Has staff and volunteers who are sufficiently trained and have the expertise to provide domestic and sexual violence victim/survivor services, and has a training plan to ensure that all NEW staff and volunteers meet the minimum training requirements and existing staff receive ongoing continuing education opportunities; and.
- Has policies and procedures in place that support the provision of high-quality services, encourage the use of best practice and support the goals and values of the system.

RESPONSIBLE BUSINESS PRACTICES

Our vendors are an integral part of the societies and communities in which they operate. Their influence extends to the employees they depend upon, the environment from which they draw their resources and the marketplace in which they participate. Multnomah County seeks to conduct business with vendors who demonstrate responsible business practices through sustainable innovations. We are focused on the triple bottom line of sustainability; Environmental Considerations, Social Equity and Economic Impact. The Triple Bottom Line provides a framework for all of us to work together to create a stronger community with the goods and services we oversee.

The County has an interest in measures used by its vendors to ensure sustainable operations with minimal adverse impact on the environment. The County seeks to do business with vendors who demonstrate community and environmental stewardship along with workplace diversity.

3. Environmental Considerations

10 Possible Points

3.1 Describe your ability to positively impact the environment in the delivery of services to clients. We are looking for how you conserve natural resources while you are meeting the requirements in your SOW. We are looking for conservation in toxic exposure reduction, water and energy conservation, and waste management strategies.

Evaluation Criteria:

The proposer indicates the ability and commitment to reduce toxic exposure and conserve natural resources. The proposer specifically commits to 2 or more of the following practices:

- Educates clients or purchases environmentally preferable products with the third party certification Green Seal to ensure healthy environments that reduce the exposure to toxic chemicals in personal care and cleaning products.
- Use of some form of alternative transportation to and from meetings that are schedules M-F between 8:00AM and 5:00PM. (Walking, biking, Carpooling, Trimet, ect);
- Use of Electronic distribution of documents and meeting minutes at all times:
- When paper is required, use 100% post-consumer recycle PFC or Rapidly Renewable Fiber paper and duplex printing.
- Recycling all meeting materials and outputs in a manner consistent with Multnomah County Recycling See the following website location https://multco.us/purchasing/environmental-considerations
- Purchase of reduce energy consumption with the purchase of energy saving devices.

4. Social Equity

10 Possible points

The County is committed to extending contracting opportunities to businesses that demonstrate social equity in the areas of workforce diversity, utilization of State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs), business practices, and health insurance and other benefits for employees. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the project. Workforce Diversity

4.1. Describe in detail how your (agency/business/ organization) develops an internal diverse workforce. How do you approach internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity? Describe the process(es) used to recruit women and persons of color. What types of projects or initiatives have been implemented?

Evaluation Criteria:

- Proposer describes efforts used to develop an internal diverse workforce.
- Proposer describes approach to internal diversity mentoring, training, and/or professional development opportunities.
- Proposer describes process(es) used to recruit women and persons of color into the organization or agency.
- Proposer describes projects and initiatives implemented.

5. Economic Impacts and a Healthy Workplace

5 Possible points

The County values the community as a whole and calls out those providing and receiving services should have a positive economic impact from the delivery of services that is long term and positively changes our hierarchical systems to incorporate those who are most affected by inequities.

It is the County's desire to create full and equal access to opportunities for all people that enable them to attain their full potential. We pay particular attention to the development of income and wealth for communities most affected by inequities.

5.1. Describe how you participate in coordination of the domestic and / or sexual violence intervention system. This should include instances/processes that you have participated in that identify or address unmet needs, gaps in services and system barriers; follow-up on system barriers/problems/issues; and participation in wider coordinated community responses to domestic and / or sexual violence. What MOUs or other interagency agreements regarding domestic and / or sexual violence victim/survivor services do you have in place.

<u>Submit any MOUs or interagency agreements as **Attachment 6.** Attachments do not count towards the page limitation.</u>

- 5.2. Describe your efforts to ensure that people from diverse populations and cultures know about and can access your services. What indicators show that these efforts have been successful? Do you have a cultural responsiveness and / or equity plan that addresses performance measures, training, outreach and other areas that will ensure that all individuals who seek and receive services are treated with respect and in a culturally relevant way?
- 5.3. How does or will your agency/organization provide or support community education that encourages social change?

- The agency has participated in planning or coordination efforts with other providers of domestic and / or sexual violence services:
- The agency has existing relationships, including formal written agreements (MOUs), with other domestic and / or sexual violence victim/survivor services providers, or has a plan to develop such relationships;
- The agency/organization demonstrates an involvement in the community and has demonstrated the ability to or has a plan to reach potential program participants from all parts of Multnomah County;
- The agency/organization has a culturally responsive plan and has demonstrated the ability to reach and serve diverse populations; and
- The agency/organization provides or has a plan/process to provide community education related to domestic and / or sexual violence that encourages social change.

THIS IS THE END OF QUESTIONS AND RESPONSES FOR PROVIDER QUALIFICATION

COMPLETE AND ATTACH A COVER PAGE TO YOUR RESPONSE, THEN SEAL YOUR RESPONSE IN ONE (1) ENVELOPE AND LABEL AS #1

PROCEED TO CATEGORY 2 THROUGH CATEGORY 5.4 AND PROVIDE RESPONSES TO THE SERVICE AREA(S) OF INTEREST.

Category 2 - Emergency Services				
Category 2.1.1 – S	afety off the Streets, Emergency Shelters			
1	Emergency Shelter Capacity and Organizational Focus	25		
2	Emergency Shelter Advocacy and Service Model	25		
3	Additional Emergency Shelter Services	25		
4	Current or Anticipated Emergency Shelter Capacity	15		
5	Emergency Shelter Budget	10		
	TOTAL POINTS AVAILABLE	100		
Category 2.1.2 – S	afety off the Streets, Housing Outreach and Advocacy S	ervices		
1	Housing Outreach and Advocacy Service Experience	25		
2	Barrier Reduction and Resource Referral	25		
3	Collaboration and Community Partnerships	25		
4	Culturally Specific and Individualized Service Delivery	25		
	TOTAL POINTS AVAILABLE	100		
Category 2.2 – Co	mprehensive Non-Facility Based Services			
1	Comprehensive Non-Facility Based Service	25		
	Experience and Capacity			
2	DSV Peer Support and Advocacy	30		
3	Current or Anticipated Service Delivery and Capacity	15		
4	Long-Term Rapid Re-Housing Services	20		
5	Comprehensive Non-Facility Based Services Budget	10		
	TOTAL POINTS AVAILABLE	100		
Category 3 – Rapi	d Re-Housing			
Category 3.1 – Ra	pid Re-Housing, Shared Housing and Scattered Site			
1	Rapid Re-Housing Services	25		
2	Rapid Re-Housing Advocacy and Principles	25		
3	Services Supporting Rapid Re-Housing & Project- based and Scattered Site	25		
4	Current or Anticipate Rapid Re-Housing Capacity	15		
5	Rapid Re-Housing - Project-based and Scattered Site Budget	10		
	TOTAL POINTS AVAILABLE	100		
Category 3.2 – Ra	pid Re-Housing, Diversion			
1	Rapid Re-housing Diversion Service Experience	35		
2	Diversion Service Experience and Collaborative Relationships	30		
3	Culturally Responsive Diversion Services	35		
	TOTAL POINTS AVAILABLE	100		

Category 4 – Culturally Specific Services				
1	Culturally Specific Service Delivery Population	20		
2	Culturally Specific Domestic and Sexual Violence Advocacy and Support	30		
3	Culturally Specific Services	25		
4	Culturally Specific Service Experience	15		
5	Culturally Specific Service Budget	10		
	TOTAL POINTS AVAILABLE	100		
Category 5 – Com	munity Based Services (CBS)			
Category 5.1 – Cou	rrt House Protection Order Room Services			
1	Court House Support Services	35		
2	Court House Service Experience	25		
3	Court House Relationships and Partnerships	30		
4	Court House Service Budget	10		
	TOTAL POINTS AVAILABLE	100		
Category 5.2 – Leg				
1	Legal Services	30		
2	Legal Service Prioritization and Barrier reduction	20		
3	Legal Service Coordination	15		
4	Current or Anticipated Legal Service Implementation	15		
5	Legal Services Performance and Outcome Evaluation	10		
6	Legal Services Budgeting	10		
	TOTAL POINTS AVAILABLE	100		
Category 5.3 – Co-	Located DVERT Services			
1	DVERT Philosophy and Approach	25		
2	DVERT Service Capacity and Population Served	20		
3	DVERT Model for Advocacy	20		
4	Collaborative DVERT Services	25		
5	DVERT Budget	10		
	TOTAL POINTS AVAILABLE	100		
Category 5.4 – Cor	mmunity Based Sexual Assault Services			
1	Experience or Ability to Provide Sexual Assault Services	30		
2	Sexual Assault Services Service Detail Description	30		
3	Sexual Assault System Coordination	30		
4	Sexual Assault Services Budget	10		
	TOTAL POINTS AVAILABLE	100		

CATEGORIES 2-5.4 - SERVICE AREA QUESTIONS

Note: Providers must answer questions for each service area for which they seek to qualify. Providers may respond to multiple service categories, but must submit separate Proposals, with <u>one service area per Proposal</u>. Each service area Proposal must be complete and stand-alone, with no contingencies or references to Proposals for other service areas.

Domestic and / or Sexual Violence Provider Qualification, is a stand-alone section. Do not attach: Provider Qualifications to Service Area Proposals; or submit multiple Service Area Proposals together.

This section does not include a question / category number one (1) intentionally since Category 1 for Provider Qualification was included in the previous section 3.5.1.

CATEGORY 2.1.1 - SAFETY OFF THE STREETS - EMERGENCY SHELTER 100 POINTS POSSIBLE

1. Emergency Shelter Capacity and Organizational Focus

25 Points Possible

Briefly describe your shelter including eligible population, shelter capacity, how potential residents access shelter services, intake criteria and procedures, how you provide basic needs, staffing levels, and the role of staff and volunteers. How do you ensure the safety and emotional well-being of residents from all parts of the community so that they feel welcome in your shelter?

- Proposer describes a model that focuses on the safety and emotional well-being of residents and their children in service delivery;
- Proposer has an outreach plan and intake procedures that ensure accessibility 24-hours a day, 7 days a
 week, to domestic and / or violence victim/survivors and their children;
- The facility and services focus on resident's safety and establishing an environment that is welcoming and comfortable for all;
- The program offers up to 60-days of housing in a safe and secure facility which meet the DHS standards, and which provide basic needs for residents and their children:.
- Intake criteria and procedures are focused on screening victim/survivors into services as quickly and easily as possible and ensure that individuals are not discriminated against. Proposer has capacity to provide intake and services for victim/survivors with limited English proficiency and those with disabilities;
- There is a comprehensive set of services available that include crisis intervention, risk assessment, safety planning, mobile advocacy, accompaniment to court or to other services, assistance with short term housing, and linkages to longer term rapid re-housing;
- Staff and volunteer roles are clear and staffing levels are sufficient for the types of services proposed; and
- The program maintains a resident termination/exclusion procedure that includes a process to review the
 decision prior to any action being taken, informs the program participant of the reasons and the impact of
 the action, reminds residents of the grievance procedure and allows for implementation of the procedure
 prior to exit, and allows for re-entry into the program.

2. Emergency Shelter Advocacy and Service Model

25 Points Possible

Emergency Shelter must include domestic and sexual violence specific advocacy that is provided through direct face-to-face interaction with resident and face-to-face, phone or email interaction with another service provider on behalf of the resident. Describe your model for advocacy. How do you incorporate trauma-informed principles and assertive engagement? How do staff and volunteers working in this service category carry out this model and incorporate these values or underlying principle? What specific services are provided and how do you ensure that those services reflect the model, values and principles?

Evaluation Criteria:

- Agency policy and practices incorporate trauma-informed principles and an assertive engagement model
 that ensure that residents are treated with respect and provided services and support that increase the
 victim/survivor's safety and self-determination.
- Advocates work collaboratively with the resident to identify and obtain needed services and support, and
 provide both direct service and assists victim/survivors in accessing needed services to the fullest extent
 possible.
- Services provided by the advocate/agency includes:
 - Information/referral/assessment;
 - o Risk assessment and safety planning for all residents and their accompanying children;
 - Assistance for the resident in developing a comprehensive, strengths-based needs assessment and case plan, and support in achieving individual goals;
 - Linkage, referral, and advocacy on behalf of resident for safe permanent or Rapid Re-Housing, housing readiness programs, self-sufficiency services, barrier removal services, employment, and educational services, and to mental health or alcohol and drug abuse screening;
 - o Provision of domestic and sexual violence education, including DV or SV support groups or linkage/referral to DV or SV support groups or individual instruction;
 - Advocacy, linkage, referral, and support for residents who are parenting children impacted by domestic and / or sexual violence, modeling of parenting skills in daily interactions modeling of parenting skills in daily interactions as opportunities to further understand how trauma can impact children and how safe parents can help children heal, and linkage and referral to child/family advocacy programs;
 - Other actions/services that directly improve the resident's ability to achieve success as outlined in their service plan; and
 - Advocacy with other agencies/service providers to more fully, effectively or respectfully serve a resident in their program.

3. Additional Emergency Shelter Services

25 Points Possible

Please describe other services provided at your shelter including domestic and / or sexual violence support groups, services that are not funded through this RFPQ and any specialized services or services to specialized populations. Specifically discuss your aftercare planning prior to exit and follow-up contacts with residents after they have left shelter. Also describe any linkage to other programs and services that may be needed by shelter residents.

Proposal clearly defines other non-advocacy services including but not limited to:

- After care plans for residents prior to exit that outlines linkage to other service providers, agencies, or services designed to improve the safety and potential success of the resident;
- A plan and process for follow-up contact or services after the resident has left the shelter;
- Provides domestic and / or sexual violence support groups or linkage/referral to DV or SV support groups; and other services such as children's program, job readiness/support, educational supports, or other related services;
- Other services that directly improve the resident's ability to achieve success as outlined in their service plan linkage, referral, and advocacy on behalf of resident for safe permanent or Rapid Re-Housing, housing readiness programs, self-sufficiency services, barrier removal services, employment, and educational services; Linkage and referral to mental health or alcohol and drug abuse screening, and referral and advocacy for treatment or counseling; and
- Advocacy, linkage, referral, and support for residents who are parenting children impacted by domestic or sexual violence, interactions modeling of parenting skills in daily interactions as opportunities to further understand how trauma can impact children and how safe parents can help children heal, and linkage and referral to child/family advocacy programs.

4. Current or Anticipated Emergency Shelter Capacity

15 Points Possible

If you currently provide shelter services for domestic and / or sexual violence victim/survivors and their families, please provide us with the following information regarding current/past service delivery volume and anticipated future service delivery by specifically answering the questions below.

If you do not currently operate a domestic and / or sexual violence shelter, please project your expected outcomes for each of the following items, and describe how you will implement these services and requirements within 30 days of signing the contract by specifically answering the questions below.

If you do not have experience in providing this service please detail anticipated number of participants to be served, expected barriers and needs of participants, and your planned evaluation of effectiveness including development of surveys.

- 4.1 Number of households and clients served annually (2015 and 2016); including number of children served;
- 4.2 Most frequent barriers and needs of clients served;
- 4.3 Most frequent services provided;
- 4.4 Proportion of residents who were/are from Multnomah County;
- 4.5 Average length of shelter stay;
- 4.6 Demographics of residents including race and ethnicity; and
- 4.7 The performance measures you use to evaluate the outcomes and effectiveness of services such as results of surveys, follow-up calls, etc.
- 4.8 The number of program participants exiting to permanent housing.

- Proposer has a history of service delivery of providing rapid re-housing services to domestic and / or sexual violence victim/survivors:
- Proposer has the capacity to provide services to a significant number of victim/survivors and their children (a minimum of 8 victim/survivors at any one time).
- Proposer demonstrates an understanding and awareness of the population of victim/survivors who most frequently utilize shelter services, and of providing services which address those needs;
- At least 80% of those served are/were from Multnomah County;
- Proposer demonstrates that it serves a diverse population of victim/survivors;
- They have outcomes/performance measures that focus on safety, stability, self-determination, responsiveness to the needs of program participants, and program participant satisfaction; as well as outcomes/performance measures related to housing placement/retention and increasing incomes (benefits or employment); and they use the performance measure in planning and development of services; and
- Clearly defined plans for creating and implementing a survey process if not presently using one.
- If the Proposer does not currently provide these services or the service quantity is limited, their plan for implementation of services ensures that all required segments of this service area are fully operating within 30 days of signing the contract or by July 1, 2017.

5. Emergency Shelter Budget

10 Points Possible

Provide a budget detailing the total cost of providing shelter services. The Proposal will fail if less than a 15% match is ensured. <u>Submit the budget requirements requested as **Attachment 5**. Attachments do not count towards the page limitation.</u>

In addition provide the following information:

- What proportion of your budget are County funds and what proportion are all other funding sources?

 Do you expect any significant changes in your funding streams in the next 2 years? Please describe those changes;
- 5.2 Detail the number of units and cost per unit:
- 5.3 Types and amount of services provided with County funding (advocacy, leasing, support groups, etc). Indicate the amount of County funding that goes to administration and/or agency overhead;
- 5.4 How will you provide the required match?
- 5.5 Clearly define your administrative costs, including administrative staff and relationship to services provided. Include brief job descriptions, if personnel costs will be requested.

- Funding level is reasonable for the level of services proposed. Costs are reflective of the services provided and the program model used.
- Respondent provides adequate description of projected costs, including some level of direct program participant assistance funds.
- Budget reflects a minimum of 15% Proposer match contribution.

level of funding appears to be relatively stable and to be sufficient for the next two years.			
•	Administrative costs are reasonable in proportion to the level of services provided.		

Agency is able to leverage significant level of funds beyond those provided by the County and that this

CATEGORY 2.1.2 – SAFETY OFF THE STREETS –HOUSING OUTREACH AND ADVOCACY SERVICES 100 Points Possible

1. Housing Outreach and Advocacy Service Experience

25 Points Possible

Describe your agency's experience providing services to victims/survivors fleeing intimate partner violence (IPV) and experiencing homelessness as a result of said violence.

Describe your experience providing services to individuals residing in domestic violence emergency shelters or in non-confidential emergency shelters. How does your agency deliver these services while protecting participants' safety and confidentiality?

Please describe your agency's experience in providing mobile advocacy and working with victims/survivors in non-traditional domestic violence service settings. Describe the settings and the outreach methods have you used. What challenges did you face and how did you overcome them? Please give specific examples. If you have not provided these services before, please describe how you meet the areas above with other similar services or how you would go about meeting them.

Evaluation Criteria:

The proposer demonstrates the following:

- Key strengths, resources and/or abilities to provide quality service to survivors fleeing intimate partner violence (IPV) and experiencing homelessness as a result of said violence;
- The ability to provide crisis intervention services and an ability to respond to imminent safety needs and concerns;
- Experience working with and the ability to provide services to survivors residing in confidential and non-confidential emergency shelters;
- Trauma informed practices in service delivery and can articulate how trauma-informed principles are incorporated into services, including when delivering services in non-confidential setting;
- Experience providing mobile advocacy and working with victims/survivors in non-traditional settings and can identify what outreach methods were successful and why; and
- Can provide specific examples of challenges faced and how they were overcome.

2. Barrier Reduction and Resource Referral

25 Points Possible

Please describe your agency's experience providing barrier reduction and permanent placement services. Describe your agency's experience advocating for survivors with barriers around housing, employment, and finances, particularly barriers relating to poor credit, eviction history, lack of employment training/history, and criminal history.

What is your understanding of the Domestic Violence Coordinated Access System? Please describe the difference between Agency Based and Resource Coordination Team decisions. Please describe how your agency determines with the participant what is the best housing intervention and how your agency refers participants to domestic and sexual violence housing intervention programs that best meet their needs.

Please describe experience in providing holistic resources and referrals for survivors of domestic and sexual violence.

Evaluation Criteria:

The proposer demonstrates the following:

- Key strengths, resources and/or abilities to provide quality barrier reduction and permanent placement service to survivors of intimate partner violence (IPV);
- A clear understanding of the impact of domestic and sexual violence on a survivor's ability to achieve financial, employment, and housing stability;
- The capacity of its staff to advocate on behalf of survivors and demonstrates effectiveness in providing services that promote housing stability;
- Knowledge around housing discrimination, landlord and tenant rights, and the housing rights of domestic and sexual violence survivors:
- A clear understanding of the Domestic Violence Coordinated Access System and the role of the (RCT);
- Knowledge regarding the difference between Agency Based Decisions and Resource Coordination Team (RCT) matching decision involving housing intervention programs;
- Capacity to refer survivors to housing intervention programs and community based resources that assist in achieving financial independence and housing stability; and
- A clear understanding of services, including resources for individuals that identify as crime victims, designed to ensure survivor's safety and confidentiality and demonstrates and ability to access said services.

3. Collaboration and Community Partnerships

25 Points Possible

Please describe your agency's history collaborating with domestic violence shelter and non- confidential shelter providers. What actions are being taken to strengthen these relationships?

Describe ways your agency would support staff providing Housing Outreach and Advocacy Services in collaborating across systems to ensure that victims/survivors are able to access necessary services that support housing stability. Please give examples of existing partnerships and linkages.

Evaluation Criteria:

The proposer demonstrates the following:

- History collaborating with domestic violence confidential shelters and non-confidential emergency shelters providers in the community;
- A collaborative history with social services and victim services agencies, and clearly details how these relationships will continue to be strengthened;
- The ability to support staff providing Housing Outreach and Advocacy Services with examples on how staff is supported to provide both domestic and sexual violence and housing advocacy; and
- Capacity to collaborate across systems to provide services that would benefit victims/survivors.

4. Culturally Specific and Individualized Service Delivery

25 Points Possible

Please describe your agency's experience in providing services that are culturally and linguistically specific. If you are a culturally specific agency, please describe how you provide or plan to provide diversion services to the community. If you are not a culturally specific agency, please describe how you would provide culturally responsive services to individuals of traditionally marginalized communities.

What is your agency's understanding on the intersection of gender inequality and racial discrimination? How does your agency plan to deliver holistic support for domestic and sexual violence survivors of traditionally marginalized communities experiencing housing instability?

How does your agency customize services based on an individual's culture, race, or identified gender. How will you assist your staff to effectively serve clients, and maintain links to the various communities as the demographics of Multnomah County continue to change?

Describe your agency's intake process and how your agency determines how to distribute resources. How does your agency ensure that services are equitable and available to all participants, particularly those of traditionally marginalized communities?

Evaluation Criteria:

The proposer demonstrates the following:

- Experience providing or the capacity to provide culturally and linguistically specific or, if not a culturally specific agency, culturally responsive, diversion services;
- Knowledge on intersectionality and systems of oppression and how these create barriers for survivors and directly impact their ability to access services.
- The ability to customized services based on individual culture, race, or identified gender;
- The capacity to serve and advocate for survivors of traditionally marginalized communities to promote the success of survivors in the context of housing, employment, and financial stability;
- Clear examples of how the agency will assist staff in serving clients as Multnomah County demographics change; and
- An intake process that promotes equitable access to services for all survivors.

CATEGORY 2.2 – EMERGENCY SERVICES – COMPREHENSIVE NON-FACILITY BASED 100 POINTS POSSIBLE

1. Comprehensive Non-Facility Based Service Experience and Capacity 25 Points Possible

Briefly describe the proposed Emergency Services Comprehensive Non-Facility Based services that you would provide for victim/survivors and their families. Describe your service capacity, the population to be served, how potential participants access your services including intake criteria and procedures, how you would provide basic needs, staffing levels, types of services to be provided and the role of staff and volunteers. How do you ensure the safety and emotional well-being of victims/ survivors? What traumainformed approaches do you use to prevent re-traumatization?

- Proposer describes a model that focuses on the safety and emotional well-being of participants and their children in service delivery;
- Proposer incorporates trauma-informed approaches to prevent re-traumatization;
- Proposer has an outreach plan and intake procedures that ensure accessibility to domestic and sexual violence victim/survivors and their children. Access to services is available at least 40 hours per week;
- The services focus on participant safety and stability and on establishing a response that is welcoming and comfortable for all survivors:
- Intake criteria and procedures are focused on screening survivors into services as quickly and easily as
 possible and ensure that individuals are not discriminated against. Proposer has capacity to provide
 intake and services for survivors with limited English proficiency, and for people with disabilities;
- Staff and volunteer roles are clear and staffing levels are sufficient for the types of services proposed;
- There is a comprehensive set of services available that include crisis intervention, risk assessment, safety planning, mobile advocacy, accompaniment to court or to other services, assistance with short-term housing, and linkages to longer-term rapid re-housing;
- The Proposer shows ability to access motel vouchers, rapid re-housing for participants and;
- The program maintains a participant termination/exclusion procedure that includes a process to review
 the decision prior to any action being taken, informs the program participant of the reasons and the
 impact of the action, reminds participants of the grievance procedure and allows for implementation of the
 procedure prior to exit, and allows for re-entry into the program.

2. DSV Peer Support and Advocacy

30 Points Possible

Comprehensive Non-Facility Based Emergency Services must include domestic and sexual violence specific advocacy/peer support that is provided through direct face-to-face interaction with the survivor and face-to-face, phone or email interaction with another service provider on behalf of the participant. Describe your model for advocacy. What values or underlying principles is it based on? What specific services does the advocate provide and how do you ensure that they reflect the model, values and principles?

- Agency policy and practice ensures that participants are treated with respect and provided services and support that increase the survivor's safety and self-determination;
- Advocates work collaboratively with the participant to identify and obtain needed services and support, and provide both direct service and assists survivors in accessing needed services to the fullest extent possible;
- Advocates have the capacity to provide mobile advocacy at sites most convenient and safe for the participant and to provide direct program participant assistance;
- Services provided by the advocate/agency includes:
 - Information/referral/assessment;
 - Risk assessment and safety planning for all participants and their accompanying children;
 - Assistance for the participant in developing a comprehensive, strengths-based needs assessment and case plan, and in achieving individual goals;

- Linkage, referral, and advocacy on behalf of participant for safe rapid re-housing, permanent housing, housing readiness programs, self-sufficiency services, culturally rooted supports, employment, and educational services, and to mental health or alcohol and drug abuse screening;
- Provision of domestic and sexual violence education, including DV and SV support groups or linkage/referral to DV and SV support groups or individual instruction;
- Advocacy, linkage, referral, and support for residents who are parenting children impacted by domestic and / or sexual violence, modeling of parenting skills in daily interactions as opportunities to further understand how trauma can impact children and how safe parents can help children heal, and linkage and referral to programs that promote positive child development and healing; and
- Other actions/services that directly improve the participant's ability to achieve success as outlined in their service plan.

3. Current or Anticipate Service Delivery and Capacity

15 Points Possible

If you currently provide Comprehensive Non-Facility Based Emergency services for domestic and / or sexual violence victim/survivors and their families, please provide us with the following information regarding current/past service delivery volume and anticipated future service delivery by specifically answering the questions below.

If you do not currently provide domestic or sexual violence Comprehensive Non-Facility Based Emergency services, please project your expected outcomes for each of the following items, and describe how you will implement these services and requirements within 30 days of signing the contract by specifically answering the questions below.

If you do not have experience in providing this service please detail anticipated number of participants to be served, expected barriers and needs of participants, and your planned evaluation of effectiveness including development of surveys.

- 3.1 Number of households and program participants served annually (2015 and 2016); including number of children served.
- 3.2 Most frequent barriers and needs of program participants served.
- 3.3 Most frequent services provided.
- 3.4 Proportion of participants who were/are from Multnomah County.
- 3.5 Average length of services.
- 3.6 Demographics of program participants including race and ethnicity.
- 3.7 The performance measures you use to evaluate the outcomes and effectiveness of services such as results of surveys, follow-up calls, etc. and the outcomes you have achieved.

- Proposer has a history of service delivery of providing comprehensive non-facility-based emergency services to domestic and /or sexual violence survivors;
- Proposer has the capacity to provide services to a significant number of survivors and their children (a minimum of 8 survivor at any one time);

- Proposer demonstrates an understanding and awareness of the population of survivors who most frequently utilize shelter services, and of providing services which address those needs;
- At least 80% of those served are/were from Multnomah County;
- Proposer demonstrates that it serves a diverse population of survivors;
- They have outcomes/performance measures that focus on safety, stability, self-determination, responsiveness to the needs of program participants, and program participant satisfaction, and they use the performance measure in planning and development of services; and
- Clearly defined plans for creating and implementing a survey process if not presently using one.
- If the Proposer does not currently provide these services or the service quantity is limited, their plan for implementation of services ensures that all required segments of this service area are fully operating within 30 days of signing the contract or by July 1, 2017.

4. Long-Term Rapid Re-Housing Services

20 Points Possible

Preference will be given to providers who also provide longer-term rapid re-housing and who have strong links to other domestic and / or sexual violence victim/survivor services agencies and to housing programs. Briefly describe your agency's rapid re-housing housing program, if one exists, and/or relationships you have with other housing programs and/or landlords. What housing model do you use? Describe your links to other domestic and / or sexual violence programs which allow you to more easily refer or to accept referrals from those programs, specifically emergency shelter and culturally-specific programs.

Evaluation Criteria:

- Proposer has the ability through their own rapid re-housing program or partnerships with other housing providers to rapidly move survivors from short-term (motel voucher) housing to longer-term rapid rehousing or permanent housing;
- Proposer has on-going relationships, inter-agency agreements or other partnerships with housing providers, including landlords; and
- Proposer has on-going relationship, inter-agency agreements or other partnerships with other domestic and / or sexual violence victim/survivor services including emergency shelters and culturally specific agencies to provide co-case advocacy and culturally appropriate services.

5. Comprehensive Non-Facility Based Budget

10 Points Possible

Provide a budget detailing the total cost of providing Comprehensive Non-Facility-based Emergency Services. The Proposal will fail if less than a 15% match is ensured. <u>Submit the budget requirements requested as **Attachment 5.** Attachments do not count towards the page limitation.</u>

In addition provide the following information:

- What proportion of your budget are County funds and what proportion are all other funding sources? Do you expect any significant changes in your funding streams in the next 2 years? Please describe those changes;
- 5.2 Detail the number of participants and anticipated cost per participant or hour of service delivery:
- 5.3 Types and amount of services provided with County funding (advocacy, leasing, support groups, etc). Indicate the amount of County funding that goes to administration and/or agency overhead;

- 5.4 How will you provide the required match?
- 5.5 Clearly define your administrative costs, including administrative staff and relationship to services provided.

- Funding level is reasonable for the level of services proposed. Costs are reflective of the services provided and the program model use;
- Respondent provides adequate description of projected costs, including some level of direct program participant assistance funds;
- Budget reflects a minimum of 15% Proposer match contribution;
- Agency is able to leverage significant level of funds beyond those provided by the County and that this level of funding appears to be relatively stable and to be sufficient for the next two years; and
- Administrative costs are reasonable in proportion to the level of services provided.

CATEGORY 3.1 – RAPID RE-HOUSING –PROJECT BASED AND SCATTERED SITES 100 POINTS POSSIBLE

1. Rapid Re-Housing Services

25 Points Possible

Briefly describe how your agency plans to provide Rapid Re-Housing Services. Describe the difference in short-term versus long-term rapid re-housing services and how service provision varies. Address service capacity, the population to be served, how potential residents access your services including intake criteria and procedures, types of services provided, staffing levels, and the role of staff and volunteers. How do you ensure the safety, financial stability, prosperity, emotional wellbeing of residents in this program?

Evaluation Criteria:

Proposer describes a model that differentiates between short-term and long-term rapid re-housing and ensures that the safety, financial stability, prosperity of residents and their emotional well-being is a priority, and that ensure:

- Proposer has an outreach plan and intake procedures that ensure accessibility to domestic and sexual violence victims/survivors and their children:
- Intake criteria and procedures are focused on screening victims/survivors into services as quickly and easily as possible and ensure that individuals are not discriminated against. Proposer has capacity to provide intake and services for victims/survivors with limited English proficiency and those with disabilities:
- The program and services focus on resident safety and stability and on establishing a response that is welcoming and comfortable for all residents;
- The agency provides a range of services that assists residents with housing placement and retention, employment, financial stability, barrier removal, and other services that contribute to the long-term stability of the residents and her children:
- Staff and volunteer roles are clear and staffing levels are sufficient for the level of service proposed and;
- The program maintains a resident's termination/exclusion procedure that includes a process to review the
 decision prior to any action being taken, informs the client of the reasons and the impact of the action,
 reminds residents of the grievance procedure and allows for implementation of the procedure prior to exit,
 and allows for re-entry into the program.

2. Rapid Re-Housing Advocacy and Principles

25 Points Possible

Rapid Re-Housing Services must include domestic and sexual violence specific advocacy that is provided through direct face-to-face interaction with the residents and face-to-face, phone or email interaction with another service provider on behalf of the resident. Describe your model for advocacy. What values or underlying principles is it based on? How do staff and volunteers working in this service category carry out this model and incorporate these values or underlying principles?

Evaluation Criteria:

 Agency policy and practice ensures that residents are treated with respect and provided services and support that increase the resident's safety and self-determination;

- Advocates work collaboratively with the residents to identify and obtain needed services and support, and provide both direct service and assists residents in accessing needed services to the fullest extent possible;
- Advocates have the capacity to provide mobile advocacy at sites most convenient and safe for the residents and to provide direct client assistance;
- Services provided by the advocate/agency includes:
 - Information/referral/assessment;
 - Risk assessment and safety planning for all residents and their accompanying children;
 - Assistance for the residents in developing a comprehensive, strengths-based needs assessment and case plan, and in achieving individual goals;
 - Linkage, referral, and advocacy on behalf of resident for safe permanent or rapid re-housing, housing readiness programs, self-sufficiency services, barrier removal services, employment, and educational services, and to mental health or alcohol and drug abuse screening;
 - o Provision of domestic and sexual violence education, including DV and SV support groups or linkage/referral to DV and SV support groups or individual instruction;
 - Advocacy, linkage, referral, and support for residents who are parenting children impacted by domestic and / or sexual violence, modeling of parenting skills in daily interactions as opportunities to further understand how trauma can impact children and how safe parents can help children heal, and linkage and referral to programs that promote positive child development and healing; and
 - Other actions/services that directly improve the resident's ability to achieve success as outlined in their service plan.

3. Services Supporting Rapid Re-Housing & Project-based and Scattered Site 25 Points Possible

Please describe other services or leverage provided by your program including domestic and / or sexual violence support groups, services that are not funded through this RFPQ and any specialized services or services to specialized populations that you provide. Specifically discuss your aftercare planning prior to exit and follow-up contacts with residents after they have exited the program, and any agency relationships that you have which ensure that the referrals and linkages to other services are effective.

Evaluation Criteria:

Proposal clearly defines other services including but not limited to:

- After care plans for residents prior to exit that outlines linkage to other service providers, agencies, or services designed to improve the safety and potential success of the resident;
- A plan and process for follow-up contact or services after the resident has exited the program;
- Has other non-County funded services which provide a more comprehensive response to the needs of the residents and their children, such as and other services such as children's program, job readiness/support, educational supports, or other related services; and
- Has relationships with other agencies, disciplines or landlords that are used to improve the resident's ability to achieve success, specifically related to any or all of the following: safe and stable permanent or Rapid Re-Housing, housing readiness programs, self-sufficiency services, barrier removal services, employment, and educational services.

4. Current or Anticipate Rapid Re-Housing Capacity

15 Points Possible

If you currently provide Rapid Re-Housing services for domestic and / or sexual violence victim/survivors and their families, please provide us with the following information regarding current/past service delivery volume and anticipated future service delivery by specifically answering the questions below.

If you do not currently provide domestic and / or sexual violence Rapid Re-Housing services, please project your expected outcomes for each of the following items, and describe how you will implement these services and requirements within 30 days of signing the contract by specifically answering the questions below.

If you do not have experience in providing this service please detail anticipated number of participants to be served, expected barriers and needs of participants, and your planned evaluation of effectiveness including development of surveys.

- 4.1 Number of households and program participants served annually (2015 and 2016); including number of children served.
- 4.2 Most frequent barriers and needs of program participants served.
- 4.3 Most frequent services provided.
- 4.4 Proportion of residents who were/are from Multnomah County.
- 4.5 Average length of services.
- 4.6 Demographics of program participants including race and ethnicity.
- 4.7 The performance measures you use to evaluate the outcomes and effectiveness of services such as results of surveys, follow-up calls, etc. and the outcomes you have achieved.

Evaluation Criteria:

- Proposer has a history of service delivery of providing rapid re-housing services to domestic and / or sexual violence victim/survivors;
- Proposer demonstrates an understanding and awareness of the population of victim/survivors who
 most frequently utilize victim/survivor services, and of providing services which address those needs;
- Proposer has the capacity to provide services to a significant number of residents and their children (a minimum of 8 residents at any one time);
- At least 80% of those served are/were from Multnomah County;
- Proposer provides demonstrates that it serves a diverse population; and
- Proposer demonstrates the capacity and experience in evaluating the effectiveness of services.
- If the Proposer does not currently provide these services or the service quantity is limited, their plan for implementation of services ensures that all required segments of this service area are fully operating within 30 days of signing the contract or by July 1, 2017.

5. Rapid Re-Housing - Project-based and Scattered Site Budget

10 Points Possible

Provide a budget detailing the total cost of providing Rapid Re-Housing services. The Proposal will fail if less than a 15% match is ensured. <u>Submit the budget requirements requested as **Attachment 5.** Attachments do not count towards the page limitation.</u>

In addition provide the following information:

- 5.1 What proportion of your budget are County funds and what proportion are all other funding sources? Do you expect any significant changes in your funding streams in the next 2 years? Please describe those changes;
- 5.2 Detail the number of housing units at point in time and cost per unit including advocacy;
- 5.3 Types and amount of services provided with County funding (advocacy, leasing, support groups, etc). Indicate the amount of County funding that goes to administration and/or agency overhead;
- 5.4 How will you provide the required match?
- 5.5 Clearly define your administrative costs, including administrative staff and relationship to services provided.

- Funding level is reasonable for the level of services proposed. Costs are reflective of the services provided and the program model used;
- Respondent provides adequate description of projected costs, including some level of direct program participant assistance funds;
- Budget reflects a minimum of 15% Proposer match contribution;
- Agency is able to leverage significant level of funds beyond those provided by the County and that this level of funding appears to be relatively stable and to be sufficient for the next two years; and
- Administrative costs are reasonable in proportion to the level of services provided.

1. Rapid Re-housing Diversion Service Experience

35 Points Possible

The goal of the Diversion program is to safely assist individuals in retaining stable housing and divert them from the emergency shelters and homelessness.

Describe your agency's experience assisting victims/survivors, fleeing intimate partner violence (IPV), in accessing and/or maintaining safe housing, including any experience providing eviction prevention and permanent placement services and client assistance funds.

Please describe how your agency assists survivors who have existing barriers around employment and housing, particularly barriers relating to poor credit, eviction history, lack of employment training/history, and criminal history?

What measures do you take to assist with the safety of survivors when either staying in their current homes, particularly when an abuser knows the survivor's location, or when moving to a new location. What services are provided for survivors to ensure their confidentiality and safety?

Evaluation Criteria:

The proposer demonstrates the following:

- Key strengths, resources and/or abilities to provide quality diversion service to survivors of intimate partner violence (IPV);
- Trauma informed practices in their service delivery and can articulate how trauma-informed principles are incorporated into services;
- An ability to provide crisis intervention services and an ability to respond to imminent safety needs and concerns:
- Experience assisting victims/survivors actively fleeing intimate partner violence (IPV) safely access or maintain housing;
- A clear understanding of the impact of domestic violence on a survivor's ability to achieve financial stability and independence;
- The ability to provide assistance with barrier removal, eviction prevention and permanent replacement services;
- Knowledge on the correlation between domestic violence, poverty, and housing stability; and
- A clear understanding of services designed to ensure survivor's safety and confidentiality and demonstrates and ability to access said services.

2. Diversion Service Experience and Collaborative Relationships

30 Points Possible

Describe your agency's experience assisting victims/survivors, fleeing intimate partner violence (IPV), in accessing and/or maintaining safe housing by means of advocacy, community resource referrals, and creative problem solving?

Explain what methods your agency uses to formulate plans and goals with survivors around safety, employment retention and housing stability.

Describe your agency's ability to provide landlord advocacy on behalf of survivors. What training do domestic and sexual violence advocates received to provide housing advocacy and services?

Describe your agency's history of collaborating with community partners and landlords and what step you have taken to strengthen your relationships with housing community resources and landlords.

What steps does your agency take to ensure housing retention and what measures does your agency utilize to determine housing retention/recidivism after a participant exits the program?

Evaluation Criteria:

The proposer demonstrates the following:

- An ability to develop safety plans and create achievable, strengths-based, goal plans with survivors based on the survivors' barriers, needs, and safety concerns;
- Knowledge about housing discrimination, landlord and tenant rights, and the housing rights of domestic and sexual violence survivors;
- The capacity of its staff to advocate on behalf of survivors and demonstrates effectiveness in providing housing services to domestic and sexual violence survivors;
- A collaborative history with community resources and landlords and clearly details how these relationships will continue to be strengthened;
- The capacity to ensure/promote survivors' ability to retain housing upon exiting the program; and
- A clear plan to conduct follow-up services that protect the participant's safety and confidentiality.

3. Culturally Responsive Diversion Services

35 Points Possible

Please describe your agency's experience in providing diversion services that are culturally responsive and linguistically appropriate. If you are a culturally specific agency, please describe how you provide or plan to provide diversion services to the community. If you are not a culturally specific agency, please describe how you would provide culturally responsive services to individuals of traditionally marginalized communities.

How does your agency customize services based on an individual's culture, race, or identified gender. How will you assist your staff to effectively serve clients, and maintain links to the various communities, as the demographics of Multnomah County continue to change?

Describe your agency's intake process and how your agency determines how to distribute resources. How does your agency ensure that services are equitable and available to all participants, particularly those of traditionally marginalized communities?

Evaluation Criteria:

The proposer demonstrates the following:

- Experience providing or the capacity to provide culturally responsive and linguistically specific diversion services:
- The ability to customized services based on individuals culture, race, or identified gender;

•	the capacity to serve and advocate for survivors or traditionally marginalized communities to promote be success of survivors in the context of housing, employment, and financial stability; the ear examples of how the agency will assist staff in serving clients as Multnomah County of the mographics change; and the intake process that promotes equitable access to services for all survivors.		

CATEGORY 4 – CULTURALLY SPECIFIC SERVICES

100 POINTS POSSIBLE

Please identify from the list below which population you are seeking funding to serve. Proposer(s) may apply to provide services to a population that is not presently identified (Other), however this service area is not currently funded, and no Proposer(s) would be selected for providing services starting July 1, 2017.

Note: If a Proposer wishes to apply for more than one Culturally Specific Service category, a separate Proposer Proposal must be submitted for each category.

CATEGORIES 4.1-4.7 CULTURALLY SPECIFIC SERVICES

100 POINTS POSSIBLE

Identified Populations at this time are:	
☐ Category 4.1 – African American / African	
☐ Category 4.2 – Latina/o / Hispanic	
☐ Category 4.3 – Native American / Alaskan Native	•
☐ Category 4.4 – Russian-Speaking Immigrant / R	efugee
☐ Category 4.5 – Asian or Other Immigrant / Refuç	gee
☐ Category 4.6 – LGBTQ	
☐ Category 4.7- Economic Empowerment Coach f	or LGBTQ (Gateway Center for Domestic Violence)
Category 4.8 – Other	(not identified for funding at first closing)

1. Culturally Specific Service Delivery Population

20 Points Possible

Describe the Identified Population you are applying to serve. Briefly describe the proposed culturally specific services that you would provide for participants/survivors. How do these services demonstrate culturally rooted approaches that honor the expertise of the community and identity of the participant? Describe your service capacity, the population to be served, how potential participants access your services including intake criteria and procedures, staffing levels, types of services to be provided and the role of staff and volunteers. How do you ensure the safety and emotional wellbeing of participants in this program? What trauma-informed approaches do you use to prevent re-traumatization?

- Proposer describes a model that ensures that the safety of participants and their emotional well-being are priorities, and that incorporates trauma-informed approaches that prevent re-traumatization;
- Proposer has an outreach plan and intake procedures tailored to the identified community and that ensure accessibility to domestic and sexual violence victim/survivors and their children;
- The services focus on participant safety and stability and on establishing a response that is welcoming and comfortable for all survivors;
- Services described demonstrate culturally rooted approaches honoring expertise of the community served and identity of participant;

- Intake criteria and procedures are focused on screening survivors into services as quickly and easily
 as possible and ensure that individuals are not discriminated against. Proposer has capacity to
 provide intake and services for survivors with limited English proficiency;
- Staff and volunteer roles are clear and staffing levels are sufficient for the types of services proposed;
- They are providing a comprehensive set of services tailored to meet the needs of the population that
 include crisis intervention, risk assessment, safety planning, mobile advocacy, accompaniment to
 court or to other services, and linkages to longer term housing and to other services that will meet the
 needs of this population; and
- The program maintains a participant termination/exclusion procedure that includes a process to review the decision prior to any action being taken, informs the participant of the reasons and the impact of the action, reminds participants of the grievance procedure and allows for implementation of the procedure prior to exit, and allows for re-entry into the program.

2. Culturally Specific Domestic and Sexual Violence Advocacy and Support 30 Points Possible

Culturally Specific Services must include domestic and sexual violence specific advocacy/peer support that is provided through direct face-to-face interaction with the survivor and face-to-face, phone or email interaction with another service provider on behalf of the resident. Describe your model for advocacy. What values or underlying principles is it based on? What specific services does the advocate provide and how do you ensure that those services reflect the model, values and principles? How do the model, values and principles incorporate the needs, world view, and culture of the identified population?

- Agency policy and practice ensures that residents/participants are treated with respect and provided services and support that increase the survivor's safety and self-determination;
- Advocates work collaboratively with the participant to identify and obtain needed services and support, and provide both direct service and assists survivors in accessing needed services to the fullest extent possible;
- Advocates have the capacity to provide mobile advocacy at sites most convenient and safe for the participant and to provide direct program participant assistance;
- The services address the specific needs of that population and are providing in ways that are culturally appropriate;
- Services provided by the advocate/agency includes:
 - Information/referral/assessment;
 - o Risk assessment and safety planning for all participants and their accompanying children;
 - o Assistance for the participant in developing a comprehensive, strengths-based needs assessment and case plan, and in achieving individual goals;
 - Linkage, referral, and advocacy on behalf of participant for safe short or long term housing, permanent housing, housing readiness programs, self-sufficiency services, employment, and educational services, and to mental health or alcohol and drug abuse screening;
 - o Provision of domestic and sexual violence education, including DV and SV support groups or linkage/referral to DV and SV support groups or individual instruction;
 - o Advocacy, linkage, referral, and support for residents who are parenting children impacted by domestic and / or sexual violence, modeling of parenting skills in daily interactions as

opportunities to further understand how trauma can impact children and how safe parents can help children heal, and linkage and referral to programs that promote positive child development and healing; and

o Other actions/services that address the needs of this population and improve the participant's ability to achieve success as outlined in their service plan.

3. Culturally Specific Services

25 Points Possible

How do you ensure that services are rooted in culture and readily identifiable by consumers and the cultural community or population you are proposing to serve?

Evaluation Criteria:

- They describe a process by which they ensure that the programs/services are designed to specifically address the needs for one defined population, including planning for and evaluating services;
- They have a mechanism/strategy to ensure that potential consumers and the population to be served in general know about their program/services, know how to access those services, and access the services:
- They have an evaluation process is in place to determine impact on and gather feedback from identified community and from survivors within the community, and
- They have demonstrated the existence of established relationships with community leaders, survivors and other agencies/resources within the community.

4. Culturally Specific Service Experience

15 Points Possible

If you currently provide Culturally Specific Services for domestic and sexual violence victim/survivors and their families, please provide us with the following information regarding current/past service delivery volume and anticipated future service delivery by specifically answering the questions below.

If you do not currently provide domestic and sexual violence Culturally Specific Services, please project your expected outcomes for each of the following items, and describe how you will implement these services and requirements within 30 days of signing the contract by specifically answering the questions below.

If you do not have experience in providing this service please detail anticipated number of participants to be served, expected barriers and needs of participants, and your planned evaluation of effectiveness including development of surveys.

- 4.1 Number of households and participants served annually (2015 and 2016); including number of children served.
- 4.2 Most frequent barriers and needs of participants served.
- 4.3 Most frequent services provided.
- 4.4 Proportion of participants who are/were from Multnomah County.
- 4.5 Average length of services.
- 4.6 Demographics of participants including race and ethnicity.

4.7 The performance measures you use to evaluate the outcomes and effectiveness of services such as results of surveys, follow-up calls, etc.

Evaluation criteria:

- Proposer has a history of service delivery of providing domestic and sexual violence victim/survivor services to the identified population;
- Proposer has the capacity to provide services to a significant number of survivors and their childrenapplication should reflect ability to serve a minimum of 7 survivors at any one time;
- The list of most frequent barriers and needs of participants served demonstrates an understanding of the community, and the list of services provided addresses those needs in ways that are appropriate for that community;
- At least 80% of those served are/were from Multnomah County;
- The race and ethnicity of participants demonstrates that they have reached and are providing services to the identified population;
- They have outcomes/performance measures that focus on safety, stability, self-determination, responsiveness to the needs of participants, and participant satisfaction, and they use the performance measure in planning and development of services; and
- They have clearly defined plans for creating and implementing a survey process if not presently using one.
- If the Proposer does not currently provide these services or the service quantity is limited, their plan for implementation of services ensures that all required segments of this service area are fully operating within 30 days of signing the contract or by July 1, 2017.

5. Culturally Specific Service Budget

10 Points Possible

Provide a budget detailing the total cost of providing targeted outreach services. The Proposal will fail if less than a 15% match is ensured. <u>Submit the budget requirements requested as **Attachment 5.** Attachments do not count towards the page limitation.</u>

In addition provide the following information:

- 5.1 What proportion of your budget are County funds and what proportion are other funding sources? Do you expect any significant changes in your funding streams in the next 2 years? Please describe those changes;
- 5.2 Detail the complete cost for services and the number of participants you plan to serve. What is the hourly cost for service delivery?
- 5.3 Types and amount of services provided with County funding (advocacy, leasing, support groups, etc). Indicate the amount of County funding that goes to administration and/or agency overhead;
- 5.4 How will you provide the required match?
- 5.5 Clearly define your administrative costs, including administrative staff and relationship to services provided.

Evaluation Criteria:

• Funding level is reasonable for the level of services proposed. Costs are reflective of the services provided and the program model used;

- Program is designed and able to serve a minimum of 40 new participants per contract year per 1 FTE.
 Example: 1.5 FTE = 60 new program participants each contract year;
- Respondent provides adequate description of projected costs, including some level of direct program participant assistance funds;
- Budget reflects a minimum of 15% Proposer match contribution;
- Agency is able to leverage significant level of funds beyond those provided by the County and that this level of funding appears to be relatively stable and to be sufficient for the next two years; and
- Administrative costs are reasonable in proportion to the level of services provided.

CATEGORY 5.1 – CBS- COURT HOUSE PROTECTION ORDER ROOM SERVICES 100 POINTS POSSIBLE

1. Court House Support Services

35 Points Possible

Describe how you will provide information, safety planning and emotional support to victim/survivors of domestic and / or sexual violence who are seeking Family Abuse Protection Act orders at the Courthouse. Address how you will ensure each of the following:

- 1.1 Staffing available at the Courthouse;
- 1.2 Type of assistance provided;
- 1.3 How you ensure that staff and volunteers are competent and can provide the assistance you describe; and
- 1.4 Written policies/procedures defining the role of those assisting victim/survivors in the courthouse.

Evaluation Criteria:

- Proposal clearly indicates how they will provide technical and emotional support to victim/survivors of domestic and / or sexual violence while completing the Family Protection Act Forms at the Courthouse and addresses the following:
- Trained Advocates (paid or volunteer) available Monday Friday, 9:00 am to 12:00 pm at the Multnomah County Courthouse, room 211;
- Assistance for domestic violence victim/survivors seeking Family Abuse Prevention Act Restraining Orders includes one-on-one support, information, referral risk assessment and safety planning, and general information about court procedures;
- Recruitment, training and supervision of staff and volunteers including how you ensure training or competency on dynamics of domestic violence, and stalking; crisis intervention, risk assessment, safety planning; protective order and stalking order laws and local procedures; system responses and services including victim/survivor services, DHS self-sufficiency resources, police and other criminal justice interventions, and civil legal interventions such as family law resources;
- Written policies and procedures define the role of and boundaries domestic violence advocates in the legal system; and ensure training on what constitutes unauthorized practice of law; and
- Collaborate with Culturally Specific Programs and maintain a close working relationship/collaboration with Family Court and Family Law Clerks staff.

2. Court House Service Experience

25 Points Possible

If you currently provide Court House Protection Order Room Advocacy services for domestic and / or sexual violence victim/survivors and their families, please provide us with the following information regarding current/past service delivery volume and anticipated future service delivery by specifically answering the questions below.

If you do not currently provide domestic and / or sexual violence Court House Protection Order Room Advocacy services, please project your expected outcomes for each of the following items, and describe how

you will implement these services and requirements within 30 days of signing the contract by specifically answering the questions below.

If you do not have experience in providing this service please detail anticipated number of participants to be served, expected barriers and needs of participants, and your planned evaluation of effectiveness including development of surveys.

- 2.1 Number of households and program participants served annually (2015 and 2016);
- 2.2 Most frequent barriers and needs of program participants served;
- 2.3 Most frequent services provided;
- 2.4 Proportion of program participants who were/are from Multnomah County;
- 2.5 Number of follow-up services you provided;
- 2.6 Demographics of program participants including race, ethnicity and gender; and
- 2.7 The performance measures you use to evaluate the outcomes and effectiveness of services such as results of surveys, follow-up calls, etc. and the outcomes you have achieved.

Evaluation criteria:

- Proposer has the capacity to provide services to a significant number of victim/survivor (approximately 2,500 annually);
- Proposer demonstrates an understanding and awareness of the barriers victim/survivor face and of services which address those needs:
- Proposer demonstrates that it serves a diverse population of victim/survivor; and
- They have outcomes/performance measures that focus on safety, stability, self-determination, responsiveness to the needs of program participants, and program participant satisfaction, and they use the performance measure in planning and development of services.
- If the Proposer does not currently provide these services or the service quantity is limited, their plan for implementation of services ensures that all required segments of this service area are fully operating within 30 days of signing the contract or by July 1, 2017.

3. Court House Relationships and Partnerships

30 Points Possible

Describe your agency's philosophy or approach to co-locating domestic and / or sexual violence services in the Courthouse. How do you develop and maintain good working relationships with the Court, pro bono attorneys, Legal Aid Services of Oregon and culturally-specific programs and other domestic and sexual violence programs whose program participants you also serve? Address the following topics:

- 3.1 Standards or practices related to communication with the Court, Family Law staff or other attorneys; including problem-solving and assuring positive working relationships;
- 3.2 Cross-training, technical assistance or capacity-building activities you participate in together with the Court, the Family Violence Coordinating Council (Council) or others involved in civil court or domestic relationship matters; and
- 3.3 Collaboration with culturally specific programs or with other domestic and / or sexual violence or legal programs to ensure that a diverse population of victim/survivors know about and utilize your services and that Court House Protection Order Room Services are accessible to victim/survivors with limited English or who have other barriers to accessing services.

- Proposer's standards or practices related to communication and problem-solving focus on maintaining good relationships, ensuring that services to victim/survivors are accessible, streamlined, promote safety and are efficiently provided;
- Proposer demonstrates participation in a range of activities with partner agencies, such as crosstraining, technical assistance, training and capacity-building activities; and
- Proposer demonstrates a commitment to and ability to develop and maintain relationships with culturally specific programs and other domestic and sexual violence or legal services to better serve victim/survivors.

4. Court House Service Budget

10 Points Possible

Provide a budget detailing the total cost of providing restraining room services. The Proposal will fail if less than a 15% match is ensured. <u>Submit the budget requirements requested as **Attachment 5**. Attachments do not count towards the page limitation.</u>

In addition provide the following information:

- 4.1 What proportion of your budget are County funds and what proportion are all other funding sources? Do you expect any significant changes in your funding streams in the next 2 years? Please describe those changes;
- 4.2 Detail the cost for services per hour;
- 4.3 Types and amount of services provided with County funding (advocacy, leasing, support groups, etc.). Indicate the amount of County funding that goes to administration and/or agency overhead;
- 4.4 How will you provide the required match? And
- 4.5 Clearly define your administrative costs, including administrative staff and relationship to services provided.

- Funding level is reasonable for the level of services proposed. Costs are reflective of the services provided and the program model used;
- Respondent provides adequate description of projected costs, including some level of direct program participant assistance funds;
- Budget reflects a minimum of 15% Proposer match contribution;
- Agency is able to leverage significant level of funds beyond those provided by the County and that this level of funding appears to be relatively stable and to be sufficient for the next two years; and
- Administrative costs are reasonable in proportion to the level of services provided.

CATEGORY 5.2 – LEGAL SERVICES

100 POINTS POSSIBLE

1. Legal Services

30 Points Possible

Briefly describe the proposed Legal Services that you would provide for victim/survivors. Describe your service capacity, the population to be served, how potential participants access your services including intake criteria and procedures, types of services to be provided, staffing levels and the role of staff and volunteers.

Evaluation Criteria:

- The services proposed focus on victim/survivor safety and include legal representation and/or paralegal services for domestic violence victim/survivors in civil domestic relations matters (dissolution, custody, and parenting time), restraining order or stalking order matters, immigration matters, or other civil legal matters related to domestic violence;
- Proposer has clearly defined the population and screening criteria they use in selecting cases;
- Proposer has an outreach plan and intake procedures that ensure accessibility to domestic and sexual violence victim/survivors. Proposer has capacity to provide intake and services for survivors with limited English proficiency;
- Staff and volunteer roles are clear and staffing levels are sufficient for the types of services proposed and:
- Policies and procedures are non-punitive and ensure program participant confidentiality, safety, and high quality of services.

2. Legal Service Prioritization and Barrier reduction

20 Points Possible

How will your agency prioritize legal services for program participants with the greatest need, including: those with one or more barriers to advocating in court for themselves; more complex legal needs; no or few other resources.

Evaluation Criteria:

- Proposer has eligibility criteria and staff expertise that ensure access to a wide variety of victim/survivors, especially those with one or more barrier to advocating in court for themselves.
 Prioritization barriers include factors such as language, disabilities, high level of danger and poverty and contested dissolutions and custody cases.
- Proposer informs other programs, especially domestic and sexual violence victim/survivor service agencies, of their prioritization and encourages appropriate referrals.

3. Legal Service Coordination

15 Points Possible

How will you coordinate domestic relations or protective order/stalking order representation with other attorneys assisting domestic and / or sexual violence victim/survivors (such as immigration attorney/representative or defense attorney).

Describe how your agency's ability and experience in providing consultation, technical assistance or training to domestic and / or sexual violence victim/survivor services providers, the Family Violence Coordinating Council, the Court, elected officials or others, when requested and appropriate.

- Proposer has an established protocol/procedure for coordination with other attorneys in civil legal matters;
- Proposer has provided training and consultation to domestic and / or sexual violence victim/survivor services providers;
- Proposer has participated in evaluation, planning and other processes with the Court, the domestic and sexual violence system or the Council; and
- Proposer demonstrates on-going communication with Court staff, Family Law Judges and other attorneys regarding how to most effectively handle domestic violence cases

4. Current or Anticipated Legal Service Implementation

15 Points Possible

If you currently provide Legal services for domestic and / or sexual violence victim/survivors and their families, please provide us with the following information regarding current/past service delivery volume and anticipated future service delivery by specifically answering the questions below.

If you do not currently provide Legal services, please project your expected outcomes for each of the following items, and describe how you will implement these services and requirements within 30 days of signing the contract by specifically answering the questions below.

- 4.1 Number of households and program participants served annually (2015 and 2016);
- 4.2 Most frequent barriers and needs of program participants served;
- 4.3 Most frequent services provided;
- 4.4 Proportion of residents who were/are from Multnomah County; and
- 4.5 Demographics of program participants including race and ethnicity.

Evaluation Criteria:

- Proposer has a history of service delivery of providing civil legal services to domestic and / or sexual violence survivors;
- Proposer has the capacity to provide services to a significant number of survivors and their children;
- Proposer demonstrates an understanding and awareness of the population of survivors who most frequently utilize shelter services, and of providing services which address those needs;
- At least 80% of those served are/were from Multnomah County; and
- Proposer demonstrates that it serves a diverse population of survivor.
- If the Proposer does not currently provide these services or the service quantity is limited, their plan for implementation of services ensures that all required segments of this service area are fully operating within 30 days of signing the contract or by July 1, 2017.

5. Legal Services Performance and Outcome Evaluation

10 Points Possible

Describe how you will meet legal, reporting and data collection requirements. How is confidentiality maintained and conflict of interest avoided?

Describe the performance measures you use to evaluate the outcomes and effectiveness of services and the outcomes you have achieved.

- Agency/program demonstrates the ability to meet the reporting and data collection requirements, and to maintain appropriate case files and other documentation;
- Provider meets the State requirements relating to malpractice insurance and ensures that all attorneys are appropriately licensed and in good standing with the Bar Association or other professional entity;
- Proposer has confidentiality and conflict of interest standards/procedures and ensures that they are followed; and
- Proposer has outcome or performance measures that focus on safety, stability, responsiveness to the needs of program participants, and program participant satisfaction or other appropriate measures.

6. Legal Services Budgeting

10 Points Possible

Provide detailed budget information related to this service. Match must be demonstrated. The Proposal will fail if less than 15% match is ensured. <u>Submit the budget requirements requested as **Attachment 5.** Attachments do not count towards the page limitation.</u>

In addition provide the following information:

- 6.1 What is the cost per hour for legal representation?
- 6.2 What is the cost per hour for Para-legal representation?
- 6.3 Other funds available for this population.

Evaluation Criteria:

- Cost is reasonable for the level of services proposed;
- Respondent provides adequate description of projected costs, including some level of direct program participant assistance funds; and
- Budget reflects a minimum of 15% Proposer match contribution.

CATEGORY 5.3 – CO-LOCATED SERVICES

100 POINTS POSSIBLE

Currently, the County is seeking to fund co-located services for:

The Domestic Violence Enhanced Response Team (DVERT) at Portland Police Bureau Family Services Division. Services are comprised of advocacy for victims/survivors from a wide variety of backgrounds, including traditionally underserved individuals, recent immigrants, and victims/survivors for whom English is a second language. Based on available funding, the County will procure multiple advocates; at least one of whom must be bilingual in one of the languages of the identified populations listed under Category 4.1 Culturally Specific Services (4.1 - 4.5).

CATEGORIES 5.3 – CO-LOCATED DVERT ADVOCACY SERVICES 100 POINTS POSSIBLE

1. DVERT Philosophy and Approach

25 Points Possible

Describe your agency's philosophy or approach to co-locating domestic and sexual violence services in partnership with law enforcement and the criminal justice system. Additionally, address the following topics:

- 1.1 Staff roles and boundaries, and safety considerations,
- 1.2 How co-located services benefit victim/survivor, partnering agencies and your own agency;
- 1.3 Potential barriers/problems to providing co-located services for DVERT program participants;
- 1.4 Standards or practices related to communication with host site, including problem-solving and assuring positive working relationships
- 1.5 Cross-training and capacity-building activities for your agency staff and host site staff; and
- 1.6 How you ensure that the co-located staff would meet the expectations or requirements of the host site and of the collaborative project, including data reporting, work hours, caseload, confidentiality, and communication regarding cases/participants.

- The Proposer demonstrates an understanding of co-located service provision in host agencies;
- The Proposer has a philosophy or approach that focuses on victim/survivor safety and selfdetermination within the structure of the DVERT project and respects the contributions of each of the partner agencies;
- Proposer clearly demonstrates an understanding of how this service model benefits domestic and sexual violence victim/survivors and the collaborative partners, and what barriers or problems arise in co-location:
- Proposer has standards or practices which effectively address the following:
 - Staff roles and boundaries, which ensures staff safety and that participants confidentiality is protected while providing coordinated or collaborative services, that the participant has a clear understanding of the roles of each agency and that the needs of the participants are met efficiently without duplication of effort or confusion;
 - Effective communication with host site staff, addressing problems as they arise and ensuring positive working relationships with partner agencies;
 - The implementation and advantages of cross-training and capacity-building activities with the host site and other partners;
 - Supervision of agency staff who are co-located outside (or away from) the home agency to ensure that the staff are well supported and that they comply with work rules as required by the host site or project; and
 - o How they ensure that the co-located staff are oriented to the specific work expectations and requirements, and rapidly gain the specific knowledge needed to work effectively at the host site.

2. DVERT Service Capacity and Population Served

20 Points Possible

Briefly describe how you plan to provide co-located DVERT Advocacy services. Address your service capacity, the population(s) to be served, types of services provided, staffing levels, and the role of staff and volunteers. How do you ensure the safety and emotional wellbeing of participants in this program?

If you are applying to provide bi-lingual services to DVERT program participants, describe the specific language(s) and cultural group(s) you plan to serve. How will you ensure that the staff and advocacy services provided are bilingual and culturally competent? How will you adapt the services to meet the needs of victims/survivors of different cultural backgrounds?

How will you ensure that the advocate is able to appropriately and effectively serve a diverse population of participants?

Evaluation Criteria:

The Proposer -

- Describes a model that ensures that the safety of participants and their emotional well-being are priorities;
- Clearly describes the language groups and cultures to be served and has a plan to ensure services are bi-lingual and provided in a culturally competent manner;
- Has a plan for adapting services that takes into account the victim/survivor's cultural background;
- Has an understanding of the risk assessment tools used by DVERT and prioritization of services to participants who are at high risk for repeat, severe or lethal violence;
- Has a standard or procedures which ensure that victim/survivors referred to DVERT are contacted in a timely manner and receive services specific to their needs;
- Clearly described staff roles and staffing levels that are sufficient for the services proposed, mechanisms to ensure that the staff are supported and trained to meet the expectations of the project, of the home agency and host site;
- The agency recognizes the possible conflicts that arise due to conflicting missions, models and philosophies between and among the DVERT partners;
- Demonstrates a willingness and ability to work collaboratively with the Portland Police Bureau and other DVERT partners through collaboration in developing/refining policies and procedures, providing technical assistance and/or training to DVERT partners, and in maintaining and improving relationships with DVERT partners; and
- Maintains rules and expectations related to confidentiality of victim/survivor information, release of information, and communication with DVERT partner agencies.

3. DVERT Model for Advocacy

20 Points Possible

Co-located services must include intensive domestic and sexual violence specific advocacy that is provided through direct face-to-face interaction with the victim/survivor and face-to-face, phone or email interaction with DVERT partner sites and other service providers on behalf of the victim/survivor. Describe your model for advocacy. What values or underlying principles is it based on? How does staff carry out this model and incorporate these values or underlying principle?

If you are proposing to provide bi-lingual services, how will you ensure the model, values and principles incorporate the participant's specific needs and culture?

Evaluation Criteria:

Proposal clearly defines how advocacy services will include the following:

- Agency policy and practice ensures that participants are treated with respect and are provided services and support that increase their safety and self-determination;
- Advocates work collaboratively with the victim/survivor to identify and obtain needed services and support, and provide both direct service advocacy and advocacy in accessing needed services to the fullest extent possible;
- Advocates have the capacity to provide mobile advocacy at sites most convenient and safe for the participant and to provide direct program participant assistance;
- If bi-lingual services are proposed, the services address the specific needs of that population and are providing in ways that are culturally appropriate;
- Services provided by the advocate and their agency include:
 - o Information / referral / assessment;
 - o Risk assessment and safety planning for all participants and their accompanying children;
 - o Assistance for the participant in developing a comprehensive, strengths-based needs assessment and case plan, and in achieving individual goals;
 - Linkage, referral, and advocacy on behalf of participant for safe short or long term, permanent housing, housing readiness programs, self-sufficiency services, employment, educational services, and to mental health or alcohol and drug abuse screening as applicable;
 - Advocacy, linkage, referral, and support for participants who are parenting children impacted by domestic and / or sexual violence by modeling parenting skills in daily interactions and linking / referring to child/family advocacy programs; Other actions and services that directly improve the participant's ability to achieve success as outlined in their service plan; and
- In addition the advocate provides services specifically tailored to DVERT participants, including accompaniment to court hearings or other meetings, education/information about criminal justice procedures and resources, and assistance in obtaining services or goods that will increase their safety (locks, cell phones, alarm systems, recording devices, etc.)

4. Collaborative DVERT Services

25 Points Possible

Describe your agency's experience working with the criminal justice response to domestic and sexual violence, including DVERT. Give two to three examples of challenges that you have experienced in DVERT or other collaborative project and how you resolved them.

If you currently provide DVERT services for domestic and sexual violence victim/survivors and their families, please provide us with the following information regarding current/past service delivery volume and anticipated future service delivery by specifically answering the questions below.

If you do not currently provide DVERT services, please project your expected outcomes for each of the following items, and describe how you will implement these services and requirements within 30 days of signing the contract by specifically answering the questions below.

If you do not have experience in providing this service please detail anticipated number of participants to be served, expected barriers and needs of participants, and your planned evaluation of effectiveness including development of surveys.

- 4.1 Number of years you have provided DVERT co-located services;
- 4.2 Number of program participants served at the host site or referred from the host site annually (2015 and 2016);
- 4.3 Most frequent barriers and needs of program participants served;
- 4.4 Most frequent services provided and length of services provided;
- 4.5 Demographics of program participants including race and ethnicity; and
- 4.6 The performance measures you use to evaluate the outcomes and effectiveness of services such as results of surveys, follow-up calls, etc.

Evaluation Criteria:

- Proposer demonstrates an understanding of the unique challenges of working collaboratively in a criminal justice setting or in DVERT, and successfully resolved at some of them;
- Program is designed and able to serve a minimum of 40 new participants per contract year, per 1 FTE. Example: 1.5 FTE = 60 new program participants (participants) each contract year;
- The list of most frequent barriers and needs of program participants served demonstrates an understanding of the needs of victim/survivors who are high risk, and the list of services provided addresses those needs in ways that are appropriate for that community;
- At least 80% of those served are/were from Multnomah County; and
- They have outcomes/performance measures that focus on safety, stability, self-determination, responsiveness to the needs of program participants, and program participant satisfaction, and they use the performance measure in planning and development of services.
- If the Proposer does not currently provide these services or the service quantity is limited, their plan for implementation of services ensures that all required segments of this service area are fully operating within 30 days of signing the contract or by July 1, 2017.

5. DVERT Budget

10 Points Possible

Provide a budget detailing the total cost of providing DVERT services. The Proposal will fail if less than a 15% match is ensured. Submit the budget requirements requested as **Attachment 5.** Attachments do not count towards the page limitation.

In addition provide the following information:

- 5.1 What proportion of your budget are County funds and what proportion are all other funding sources? Do you expect any significant changes in your funding streams in the next 2 years? Please describe those changes;
- 5.2 Detail the cost for services including the cost per hour of service delivery;
- 5.3 Types and amount of services provided with County funding (advocacy, leasing, support groups, etc). Indicate the amount of County funding that goes to administration and/or agency overhead;
- 5.4 How you will provide the required match; and

5.5 Clearly define your administrative costs, including administrative staff and relationship to services provided.

Evaluation Criteria:

- Funding level is reasonable for the level of services proposed. Costs are reflective of the services provided and the program model used;
- Respondent provides adequate description of projected costs, including some level of direct program participant assistance funds;
- Budget reflects a minimum of 15% Proposer match contribution;
- Agency is able to leverage significant level of funds beyond those provided by the County and that this level of funding appears to be relatively stable and to be sufficient for the next two years; and
- Administrative costs are reasonable in proportion to the level of services provided.

1. Experience or Ability to Provide Sexual Assault Services

30 Points Possible

- 1.1 Describe your agency or organization. What key strengths, resources and/or abilities does your agency/organization have that it can bring or already brings to providing community-based sexual assault services?
- 1.2 Describe your agency's experience in providing community-based sexual assault services (non-intimate partner violence (non-IPV) or intimate partner violence (IPV), including what type of services, for how long, approximate number of survivors served each year and performance measures you use to evaluate the effectiveness of your agency in providing these services.
- 1.3 If you have not provided community-based sexual assault services in the past, describe any victim/survivor services you have provided and how you plan to be fully competent and functioning as a sexual assault service provider no later than 30 days after the beginning of the contract start date of July 1, 2017.

Evaluation Criteria:

The Proposer -

- Has a strong history or strong potential for providing quality services to sexual assault survivors;
- Discusses strategies for serving intimate partner violence (IPV) and non-IPV sexual assault survivors;
- Has a centralized easily accessible point of entry and multiple alternative points of entry that provide access to services in all of Multnomah County;
- Has policies and procedures in place that support the provision of high-quality services, encourage the use of best practices and support the goals and values of the system;
- Provides services that are flexible, voluntary, non-intrusive and provide minimal disruption to meet the expressed needs and desires of the survivors.
- Provides services that enhance survivors' safety;
- Has demonstrated accountability to survivors or has in place a plan to do so;
- Is able to show the effectiveness of their services/plan or has a strong model and criteria for evaluating effectiveness of services; and
- If the Proposer does not currently provide sexual assault services or the service quantity or quality is limited, their plan for implementation of services ensures that all required segments of the provider qualifications are fully met within 30 days of signing the contract or by July 1, 2017.

2. Sexual Assault Services Service Detail Description

30 Points Possible

Please describe each service you propose to provide. Please include detail about activities, number of service or staff hours, and number of survivors you intend to serve through each service, goals and outcomes you intend to achieve. New funding through Multnomah County DSVCO AND JOHS is intended to address gaps in our current sexual assault service system. How do the services you are proposing meet a currently unmet need in our community?

Evaluation Criteria:

- Agency policy and practice ensures that survivors are treated with respect and provided services and support that increase the survivor's well-being, safety, and healing from trauma.
- Advocates work collaboratively with the survivor to identify and obtain needed services and support, and provide both direct service and assistance in accessing needed services to the fullest extent possible.
- Services provided by the advocate/agency includes:
 - Information/referral/assessment;
 - legal and medical advocacy when applicable and requested by survivor;
 - Support in developing a plan for next steps, if desired by survivor.
 - Connection, referral, and advocacy on behalf of survivor to other services in community, when applicable.
 - Financial program participant assistance when needed and available
 - Advocacy with other agencies/service providers to more fully, effectively or respectfully serve a survivor in their program.

3. Sexual Assault System Coordination

30 Points Possible

Please describe how your agency would coordinate and help facilitate collaborative relationships amongst agencies participating in anti-sexual assault, anti-violence services and movements in our community. Why is system coordination important? Discuss any similar efforts your agency has led or participated in in the past.

Evaluation Criteria:

- Proposer can demonstrate a history of strong community partnerships and collaboration.
- Proposer discusses the importance of having other community members and organizations from underserved and marginalized communities at the table, sharing decision making power and resources.
- Proposer can discuss the benefits of system coordination which may include:
 - creating a network of support for survivors and accountability for perpetrators
 - information sharing
 - community education and training
 - holding each other accountable
 - developing and implementing best practices
 - addressing gaps in services for survivors
 - community organizing around individual acts or a series of acts of violence in our community
 - develop law and policy recommendations

4. Sexual Assault Services Budget

10 Points Possible

1. Provide a budget detailing the total cost of providing sexual assault services. Please ensure a 15% match is utilized. Submit the budget requirements requested as **Attachment 5**. Attachments do not count towards the page limitation.

In addition provide the following information:

- 2. What proportion of your budget are County funds and what proportion are all other funding sources? Do you expect any significant changes in your funding streams in the next 5 years? Please describe those changes;
- 3. Types and amount of services provided with County funding (advocacy, support groups, etc). Indicate the amount of County funding that goes to administration and/or agency overhead;
- 4. How will you provide the required match?
- 5. Clearly define your administrative costs, including administrative staff and relationship to services provided.

Evaluation Criteria:

- Funding level is reasonable for the level of services proposed. Costs are reflective of the services provided and the program model used.
- Respondent provides adequate description of projected costs, including some level of direct program participant assistance funds.
- Budget reflects a minimum of 15% Proposer match contribution.
- Agency is able to leverage significant level of funds beyond those provided by the County and that this level of funding appears to be relatively stable and to be sufficient for the next five years.
- Administrative costs are reasonable in proportion to the level of services provided.

THIS IS THE END OF QUESTIONS AND RESPONSES FOR CATEGORY 2 THROUGH CATEGORY 5.4

COMPLETE AND ATTACH A COVER PAGE FOR EACH SERVICE AREA OF INTEREST, THEN SEAL YOUR RESPONSE(S) FROM CATEGORY 2 THROUGH CATEGORY 5.4 IN ONE (1) ENVELOPE AND LABEL AS #2.

PART 4 – INSTRUCTIONS FOR SUBMITTING PROPOSALS

4.0 JOINT PROPOSALS / CONSORTIUMS

N/A

4.1 MULTIPLE OR ALTERNATE PROPOSALS

Only one (1) proposal will be accepted from each Proposer for each Service Category 2 through Category 5.4. Questions for Category 1 are a required component to qualify for the services described in Section 2.7.2. After responding to Category 1, Providers must answer questions for each service area for which they seek to qualify. Providers may respond to one or multiple service categories, but Service Category Proposals must be submitted together in a sealed envelope separate from the Category 1 Program Qualifications envelope. Each service area Proposal must be complete and stand-alone, with no contingencies or references to Proposals for other service areas. See Sections 4.6 and 4.7 for more detail about submission requirements.

4.2 PROPOSAL INSTRUCTIONS AND CONTENT

Proposals must be printed, computer generated or typewritten, single spaced, space-and-a-half or double-spaced, on 8.5" x 11" paper. All pages must be numbered. Margins must be at least $\frac{1}{2}$ inch on all sides. Font size can be no smaller than 10. Proposals using smaller font sizes or smaller margins may be rejected.

In support of the County's sustainability goals regarding environmental impact and the disposal of paper, it is the County's preference that proposals be printed on both sides of the paper, rather than on one side only. When proposal format instructions limit the number of pages to be submitted, the page count is based on the quantity of numbered pages. **Example**: The RFPQ proposal response to the program qualifications category is limited to a page count of not more than 8 pages. This equates to not more than 4 sheets of paper that are printed on each side, or 8 pages printed on only one side.

4.3 MAXIMUM PAGE LIMIT

The total number of pages, excluding required attachments must not exceed the limits listed below. Attachments and supporting documents not specifically required by the RFPQ will not be evaluated. Supporting materials submitted with the proposal, if any, will not be returned. Pages in excess of the page limitation will not be submitted to the evaluators for evaluation. Unless otherwise specified, pages exceeding the standard page size of 8.5" x 11" will be counted as two or more pages, depending on the actual size of the page.

Page limits for proposals are listed below:

SERVICE CATEGORY	PAGE LIMIT
Category 1	8
All other Service Categories 2 though 5.4	

Excluded from the page limit count are the Proposal Cover Pages, Budget forms, and any other specifically required tables or documents called out in this RFP, whether optional or mandatory (e.g. draft working copies of MOUs, charts, etc.).

4.4 PROPOSAL CONTENT

Proposers must respond to all the questions listed under Part 3, Category 1 – Provider Qualifications and at least 1 Service Area in Category 2 through 5.4. For each item, restate each the question and use the same

numbering and letter sequence as found in the RFPQ and then provide your response. Responses must be on the forms provided for by Multnomah County where applicable. You do not have to include the evaluation criteria.

Providers must answer questions for each service area for which they seek to qualify. Providers may respond to multiple service categories, but must submit separate Proposals, with <u>one service area per Proposal</u>. Each service area Proposal must be complete and stand-alone, with no contingencies or references to Proposals for other service areas.

4.5 PROPOSAL BINDING

Proposals must be stapled in the left upper corner. Do not use spiral bindings, glue, place in notebooks or use other methods of binding the proposal. If the document is too thick to be held with a single staple, secure the document with a metal clip which can be easily removed for storage and copying purposes.

4.6 PROPOSAL PACKAGING

Proposals shall be submitted in two (2) sealed envelope appropriately marked with the Proposal title, RFPQ number, and the name and address of the Proposer. In addition, envelopes must be labeled with #1 for Category 1 and #2 for all other Service Areas. If the requested copies do not fit into an envelope, enclose all copies in a box, seal it and attach a sheet of paper with the following information to the top of the box: (1) Proposal title, (2) RFPQ number, and (3) the name and address of the Proposer. Please use the minimum amount of tape necessary to seal the box.

4.7 PROPOSAL COPIES AND SUBMISSION

Proposers must submit a response to Category 1 in one (1) envelope and label as #1 and response(s) for any additional Service Areas in Category 2 through Category 5.4 in one other envelope and label as #2. Proposals must be delivered to: Multnomah County Purchasing, 501 SE Hawthorne Blvd., Suite 125 Portland, OR 97214, no later than 4:00 p.m. on the proposal due date listed in the timeline. PROPOSALS MUST BE TIME STAMPED AT THE PURCHASING BID DESK BY THE STATED DATE. LATE PROPOSALS WILL NOT BE CONSIDERED.

4.8 MINIMUM REQUIREMENTS

4.8.1 At the time of Proposal submission:

Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the requirements below shall result in rejection of the Proposal:

- 1. The Proposal response must be received by Multnomah County Purchasing and be time stamped no later than the date and time as noted on the cover page of the RFPQ.
- 2. Proposer Representations and Certifications. All Proposers are to submit a SIGNED Proposer Representations and Certifications (**Attachment 1**), and it will not count against the total page limitation. Failure to sign a completed Proposer Representations and Certifications form may result in rejection of the proposal.

4.8.2 At the time of Contracting:

Proposers must meet the minimum requirements below. Failure to provide any of the required documents or meet any of the requirements below will result in a contract not being executed and another Qualified Provider will be selected:

1. Proposers must be legal entities, registered to do business in the State of Oregon (per ORS 60.701);

- 2. Proposers must be able to comply with County contract requirements, which include insurance limits and reference to requirements contained in this RFPQ, and all other Federal / State and Local laws and regulations governing services purchased through this RFPQ. A sample copy of a typical DCHS contract boilerplate is included as **Attachment 2** to this RFPQ;
- 3. The selected Proposers shall be able to provide services upon contract award with a County approved start-up time period;
- 4. Proposers must maintain appropriate certifications or required Federal/State and Local licenses and comply with all Federal/State/Local safety and health laws, ordinances, or requirements;
- 5. Proposers that are affiliated with a religious organization must ensure that services being applied for will be conducted in a wholly secular manner.
- Proposers must provide budget information presenting actual costs to provide services (including all funding sources) and contractor supplement and match in the required Service Area budget submission, in addition to a full agency budget and most recent audit that clearly defines agency fiscal capabilities and stability per Provider Qualification category;
- 7. Proposers must ensure that all staff and volunteers who have direct contact with participants will undergo criminal history record checks as outlined by Oregon Administrative Rule 413-050-0535.
- 8. Compliance Requirements In addition to qualifying to provide services under this RFPQ as a Domestic Violence Provider, you must also be able to provide or ensure compliance with each of the following elements prior to contracting. Your agency will be requested to identify if your agency has each of these in place, are in the process of implementing, or have a process for developing or addressing these prior to any contract being issued. Inability to provide or ensure any component will disqualify your agency for service delivery under this RFPQ.

8.1 Written Policies and Procedures:

- 8.1.1 Written Personnel Policy and Procedures which include all of the following:
 - A. Hiring, Promotion, Disciplinary Procedures;
 - B. Termination/Dismissal Procedures;
 - C. Ethical Conduct;
 - D. Harassment;
 - E. Fraud, waste, and abuse reporting;
 - F. Screening and background checks;
 - G. Use and duties of volunteers; and
 - H. Staff training
- 8.1.2 Written Procedure for use of a Danger Assessment in safety planning and participant goal setting;
- 8.1.3 Written Policy and Procedure for maintaining confidentiality of participants that meets Violence Against Women Act (VAWA) minimum standard;
- 8.1.4 Written Fiscal Policy and Procedures that meet County minimum requirements;
- 8.1.5 Written Policy for response to court subpoenas and program participant files;
- 8.1.6 Written Disaster/Epidemic Plan, which includes how a disaster or epidemic would affect participants and services and details the recovery efforts necessary to restore services;
- 8.1.7 Written plan to ensure cultural competency and service delivery that is respectful of all participants;

- 8.1.8 Written plan assuring access to services for people who do not speak the primary language of service provider; and
- 8.1.9 Written Policy for serving the following persons:
 - A. Both parties in a domestic and / or sexual violence situation, when both seek services from the agency;
 - B. Staff or Staff family/household members seeking services; and
 - C. If providing services to men and women in a facility-based shelter, assuring equal and safe services to both.

8.2 Assurances:

- 8.2.1 Insurance that meets the minimum standards for contracting with Multnomah County;
- 8.2.2 Equal Opportunity Employer; and
- 8.2.3 Meet the standards set by the American Disabilities Act.
- 9. If Proposer is submitting a Proposal as a Lead Agency (Proposer) providing services through a consortium, a signed copy of the working agreement or Memorandum of Understanding (MOU) between the Proposer and all participating members of the consortium must accompany the response to this RFPQ.

4.9 PROPOSER CHECKLIST AND SUBMITTALS

Item:	Description	Page(s) Referenced	Complete and Submit with Proposal
1	Proposal Response Cover Page for Category 1	82	Yes
2	Proposal Response Cover Page for Service Categories 2 to 5.4	83	Yes; 1 per each Service Category submitted
3	Attachment 1 - Proposers Representations and Certifications	84	Yes
4	Proposal Questions 3.2 for Category 1 and one additional Category, per each proposal	33-77	Yes
5	Attachment 2 - Sample County Contract	86	No
6	Attachment 3 – Electronic Attachment Reference for Domestic and Sexual Violence Coordination Strategic Plan	110	No
7	Attachment 4 - Funding and Match Requirements by Service Type	111	No
8	Attachment 5 - Budget	43, 50, 54, 62, 66, 69, 73, 77	Yes; for all Service Categories except for 2.1.2 and 3.2
9	Attachment 6 - Memorandum of Understanding between Partner Agencies	36	Yes, if applicable

PROPOSER RESPONSE COVER PAGE For Category 1 – Provider Qualifications

(Submit with Proposal)



RFPQ No:	400004191
RFPQ Title:	Domestic and Sexual Violence Victim/Survivor Services
Categories identified	plete a sealed response for Category 1 – Provider Qualifications and at least one of the d in Category 2 through Category 5.4. Proposers applying for more than one Service y for each additional Service Category with a separate cover page attached to each
☐ Category 1 -	- Provider Qualifications
-	s proposal, Proposer certifies that: er will perform the services solicited in this RFPQ in a wholly secular manner.
Proposal Submitt	ed by: Business Name
	Dusiness Name
	Proposer Address
	Proposer Print Name
	Proposer Signature

returned to proposer upon completion of the evaluation.

Proposers must submit a response to Category 1 in one (1) envelope label as #1 and response(s) for any additional Service Areas in Category 2 through Category 5.4 in one other envelope label as #2. Proposers failing to achieve 70% of the total points possible in Category 1 will not be evaluated on any Service Areas in Category 2 through Category 5.4 with Envelope #2 remaining sealed and



PROPOSER RESPONSE COVER PAGE - Service Categories 2 through 5.4

(Submit with Proposal for each Service Category 2 to 5.4)

RFPQ No: 4000004191

RFPQ Title: Domestic and Sexual Violence Victim/Survivor Services

Proposer must complete a sealed response for Category 1 – Provider Qualifications and at least one of the Categories identified as Category 2 through Category 5.4. Proposers applying for more than one Service Category shall apply for each additional Service Category (listed below) with a separate cover page attached to each response.

Propo	ser is additionally submitting a Proposal for (check appropriate boxes – one per cover page):
	Category 2.1.1 – Emergency Shelter
	Category 2.1.2 – Housing Outreach and Advocacy Services
	Category 2.2 - Comprehensive Non-Facility Based Services
	Category 3.1 - Shared Housing and Scattered Site
	Category 3.2 - Diversion
	Category 4.1 – African American / African
	Category 4.2 – Latina/o / Hispanic
	Category 4.3 – Native American / Alaskan Native
	Category 4.4 – Russian-Speaking Immigrant / Refugee
	Category 4.5 – Asian or Other Immigrant / Refugee
	Category 4.6 – LGBTQ
	Category 4.7- Economic Empowerment Coach for LGBTQ (Gateway Center for Domestic Violence)
	Category 4.8 – Other (not identified for funding at the first closing)
	Category 5.1 – Court House Protection Order Room Advocacy
	Category 5.2 - Legal Services
	Category 5.3 – Co-Located Services
	Category 5.2 - Domestic Violence Enhanced Response Team (DVERT) Advocates
	Category 5.1 – Community-Based Sexual Assault Services
•	bmitting this proposal, Proposer certifies that: cted, Proposer will perform the services solicited in this RFPQ in a wholly secular manner.
Busine	ess Name Proposer Printed Name Proposer Signature
additio failing	sers must submit a response to Category 1 in one (1) envelope and label as #1 and response(s) for any nal Service Areas in Category 2 through Category 5.4 in one other envelope and label as #2. Proposers to achieve 70% of the total points in Category 1 will not be evaluated on any Service Areas in Category 2 th Category 5.4 with Envelope #2 remaining sealed and returned to proposer upon evaluation completion.

ATTACHMENT 1

(Submit with Proposal)

PROPOSER REPRESENTATIONS AND CERTIFICATIONS

FAILURE OF THE PROPOSER TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

PROPOSER NAME:				
ADDRESS:		City, State, Zip		
TELEPHONE NO:				
STATE OF INCORPORATION:		DATE OF INCORPORATION:		
BUSINESS	☐ Corporation	☐ Sole Proprietor	☐ Partnership	
DESIGNATION:	S. Corporation	☐ Non-Profit	Government	
	Other:			
OREGON MWESB CERTIFICATION NUMB	ER·			
		_ Minority Owned	☐ Emerging, Small	□ N/A

ASSURANCES - The Proposer attests that:

- 1. The person signing this offer has the authority to submit an offer and to represent Proposer in all phases of this procurement process;
- 2. The information provided herein is true and accurate;
- 4. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) ([b);
- 5. Any false statement may disqualify this offer from further consideration or because of contract termination; and
- 6. The Proposer will notify the Department Contracts Officer within 30 days of any change in the information provided on this form.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

- 1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
- Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal
 offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract,
 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving
 stolen property;
- 3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
- 4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;

- 5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
- 6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.
- 7. Compliance with Tax Law. Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.

CERTIFICATION REGARDING CONFLICT OF INTEREST

"Organizational conflict of interest" means that, because of other activities or relationships with other persons or firms, a Contractor or Consultant (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to Multnomah County; or the Contractor's or Consultant's objectivity in performing the Work would or might be otherwise impaired. The Proposer certifies to the best of its knowledge and believe that neither it nor any of its principal participants and agents:

- 1. Has any relationship with any firms or individuals that are or appear to be an organizational conflict of interest.
- 2. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest. I understand that based on the information provided by Proposer, Multnomah County may exclude the Proposer from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Proposer further certifies that the degree and extent of the relationship of the Proposer with these named firm(s)/individual(s) have been fully disclosed below. Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Proposer from award of a contract under this procurement. SIGNATURE OF AUTHORIZED PERSON _____ Date: Signature: Print Name & Title: Contact Person for this Procurement: Email: Phone:

Attachment 2 SAMPLE MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: [insert contract number]

This contract ("Contract") is between MULTNOMAH COUNTY ("County") and [insert contractor name] ("Contractor"), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: [insert]

CITY, STATE, ZIP: [insert]

The Parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be [insert date] or the date on which all Parties have signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be [insert date].

Statement of Work. Contractor shall perform the work described in Exhibit 1 ("Work").

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes the following Standard Terms and Conditions and the terms and conditions contained in the following attached documents:

Exhibits

Exhibit Number	Description
1	Statement of Work, Compensation, Payment, and Renewal Terms
2	Insurance Requirements
3	Certification Statement for Corporation or Independent Contractor
4	Worker's Compensation Exemption Certificate
5	EEO
6	Invoice/Budget Forms
7	Criminal History Background Authorization
[Insert As Needed]	[Insert additional exhibits as needed]

Attachments

Attachment Letter	Description
F	Post Federal Award Requirements Standards
H-1	HIPAA Business Associate Agreement
H-2	HIPAA Joint Business and 42 CFR Part 2 Agreement
H-3	HIPAA Qualified Service Organization Agreement

SAMPLE MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: [insert contract number]

CONTRACTOR SIGNATURE

STANDARD TERMS AND CONDITIONS

- 1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
- 2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the Work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
- 3. **No Third Party Beneficiaries.** County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
- 5. **Early Termination.** This Contract may be terminated as follows:
 - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding section 5(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
- 6. Payment on Early Termination. Upon termination pursuant to section 5, payment shall be made as follows:
 - a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
 County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
 - b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
 - c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.
- 7. Remedies. In the event of breach of this Contract the Parties shall have the following remedies:
 - a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
 - b. In addition to the remedies in sections 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 8. Access to Records. Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.

9. **Ownership of Work.** For purposes of this Contract, "Work Product" means all services Contractor delivers or is required to deliver to County pursuant to this Contract. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from services.

County shall have no rights in any pre-existing Contractor Intellectual Property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor Intellectual Property for County use only. However, all Work Product created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

- 10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279B.020 and the following:
 - a. Pursuant to ORS 279B.220, Contractor shall (1) make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in the Contract; (2) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract; (3) not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
 - b. Pursuant to ORS 279B.225, Contractor shall, if providing lawn and landscape maintenance services, shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
 - c. In accordance with ORS 279B.230, Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the Contract warrant they are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
 - d. Pursuant to ORS 279B.235, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) Work is performed on Saturday and any legal holiday specified in a collective bargaining agreement or ORS279B.020. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.
- 11. **Compliance with Tax Law**. Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.

- 12. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.
- 13. Insurance. Contractor shall provide insurance in accordance with Exhibit 2.
- 14. **Waiver.** The failure of the County to enforce any provision of this Contract shall not constitute a waiver by the County of that or any other provision. Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 15. **Governing Law/Venue.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
- 16. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 17. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties. All understandings and agreements between the Parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 18. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor shall include a provision in each subcontract requiring subcontractors to comply with the requirements of this clause.
- 19. **EEO Compliance.** Contractor agrees that if, at any time under the term of this Contract, it has employees and will earn more than \$75,000 as a result of this Contract, Contractor will not:
 - a. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;
 - b. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics:
 - c. Coerce the political activity of any person;
 - d. Deceive or willfully obstruct anyone from competing for employment;
 - e. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
 - f. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.
- 20. **Non-appropriation Clause.** If payment for Work under this Contract extends into the County's next fiscal year, County's obligation to pay for such Work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.
- 21. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (c) Contractor's performance under the Contract shall be in a good and workmanlike manner and in accordance with professional standards applicable to the Work.
- 22. **Protection Against Loss or Damages.** County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result

from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has affirmatively accepted Contractor's Work.

23. **Federal Funds Subrecipient.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
[enter number or not applicable]	[enter title or not applicable]	[enter number or not applicable]

- 24. Fiscal Requirements. Contractor agrees to the following requirements if a Federal Funds Subrecipient:
 - a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, County financial procedure in the Countywide Contractor's Fiscal Policies and Procedures Manual located at: http://web.multco.us/finance/fiscal-compliance. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with the Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County upon request.
 - b. Contractor shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be completed periodically, as described in the *Countywide Contractor's Fiscal Policies and Procedures Manual*. If Contractor's corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
 - c. Contractor, if it is a state, local government or non-profit organization and a subrecipient of Federal funds, shall meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
 - d. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.
 - e. Limited Scope and Full Audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than nine (9) months after the end of the Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.

[Insert Department Name Here] ADDITIONAL TERMS AND CONDITIONS

ATTACHMENT B. DCHS DEPARTMENT-WIDE CONDITIONS

- 1. Assignment and Subcontracting. In addition to Section 2 of the Standard Terms and Conditions of this Contract, the Contractor expressly acknowledges responsibility for performance of any subcontractor chosen without prior County approval. Contractor shall require its subcontractors to comply in writing with the terms of this agreement concerning provision of services and provide the same assurances as the Contractor must in its use of federal and state funds.
- 2. Contract between Other Funding Sources and County. If Contractor is paid with funds County receives by contract from other funding sources, Contractor agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, Contractor agrees to provide services to Oregon Health Plan (OHP) clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.
- **3. Confidentiality.** Contractor shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality and applicable provisions in Attachment C, Program General Conditions of this Contract.
- **4. Cost Shifting.** Contractor shall not transfer Contract funds from one service to another without a Contract amendment or written County approval.
- 5. Contractor Publicity. Contractor shall reference Multnomah County Department of County Human Services as a funding source in all flyers and brochures that advertise the contracted services program. Contractor should also reference the specific program area or service system. County reserves the right to approve the language used to reference Multnomah County.
- 6. Cultural Competence. Contractor agrees to maintain and update annually a written Cultural Competency Plan. This plan must contain measurable objectives, timelines, and persons responsible for all elements. The plan will outline policies and activities that promote culturally competent services and must address, at a minimum, the following topics:
 - a. Non-discrimination in Service Delivery
 - b. Accessibility to Services
 - c. Training
 - d. Culturally Specific Programs and Services
 - e. Community Outreach
 - f. Plan Evaluation

Contractor's plan shall be evaluated annually by Contractor's Board of Directors or other governing body. If plan revisions are necessary, the Contractor's governing body shall develop and implement revisions to the plan. The Plan shall be available to the County upon request.

- 1. Fiscal, Administrative, and Audit Requirements.
 - a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administration Requirements, Oregon Administrative Rules, County financial procedures as contained in the Countywide Contractor's Fiscal Policies & Procedures Manual located at: http://web.multco.us/finance/fiscal-compliance, and applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County upon request.
 - contractor represents that prices and costs established for each service under this Contract are reasonable and equitable. County shall have the right, at reasonable times during this Contract, to conduct site visits and reviews of all Contractor's books, documents, papers, and records necessary to establish that such charges to County are reasonable in relation to costs incurred by Contractor in providing such services under this Contract. Contractor further agrees to provide access to all books, documents, papers, and records of Contractor which are pertinent to

this Contract, including all centralized systems and records, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and County personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the Contractor. If a Contract cost is disallowed after reimbursement has occurred, the Contractor shall make prompt repayment of such cost.

- c. Contractor shall be subject to a County administrative review to monitor compliance with the County's administrative qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by Contractor or deficiencies in results of a prior review.
- d. Contractor shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be conducted periodically, as described in the Countywide Contractor's Fiscal Policies & Procedures Manual. If Contractor's corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
- e. Contractor shall be subject to Audit Requirements pursuant to the *Countywide Contractor's Fiscal Policies & Procedures Manual ("Manual")*. Audits must meet the criteria outlined in the *Manual*.
- f. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.
- g. Contractor, if it is a state, local government or non-profit organization and a sub-recipient of federal funds, shall meet the audit requirements of OMB "Audits of States, Local Governments, and Non-Profit Organizations," which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156.
- h. Limited Scope and Full Audits, including the Management Letter associated with the audit if issued, and all specifications identified in the *Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than eight (8) months after the end of the Contractor's fiscal year. If Contractor's fiscal year ends during the term of this Contract, the audit may cover the Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.
- 2. Grievances. Contractor must establish a system of written procedures through which a client or family member may present grievances about the operation of Contractor's services. Contractor shall provide these written procedures to the County upon request and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures and any applicable grievance forms in areas frequented by clients. Contractor shall, upon request, provide advice to such persons as to the grievance procedure.
- Indemnification of County Funding Source. In addition to Section 12 of the Standard Terms and Conditions of this Contract.
 - if Contractor receives payment from funds received by County through contracts with the State or other external funding sources, the Contractor agrees to indemnify, defend, and hold harmless the State of Oregon, other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of Contractor, its employees, agents, or subcontractors.
- 10. Independent Contractor Status. Contractor is an independent contractor and is solely responsible for the conduct of its programs. Contractor, its employees and agents shall not be deemed employees or agents of County, State of Oregon, or the federal government for any purpose. Contractor is responsible for all federal, state, and local taxes and fees applicable to payments for services under this Contract.
- 11. Insurance and Bonding. In addition to the insurance requirements identified in Exhibit 2:
 - a. All property and equipment purchased and received by Contractor under this Contract must be insured by Contractor against fire, theft, and destruction to assure continuation of Contract services.
 - b. Contractor (except city, county, and state governments, municipalities, and public school districts) may be required to obtain and maintain at all times during the term of this Contract a fidelity bond (dishonesty policy) of not less than \$50,000 effective at the time the Contract commences, covering activities of all persons responsible

for collection and expenditures of funds.

12. Monitoring and Enforcement.

- a. County is responsible for monitoring and reviewing the activities of Contractor to ensure that all services provided by Contractor under this Contract conform to state, federal, and County standards and other performance requirements specified in the Contract. County shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.
- b. Contractor shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of County, State, or federal governments. Contractor shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this Contract, when requested to do so by County for purpose of Contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, Contractor shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.
- 13. Operating Hours. Contractor shall notify County in writing, ten (10) working days in advance of any change in operating hours, temporary (three (3) months or less) closure of admissions to any service funded through this Contract, or temporary closure for any reason other than Contractor's standard holidays. Contractor shall immediately notify County in the case of unanticipated closures. Notification shall be made to:

DCHS Director/ Director's Designee
Department of County Human Services, Director's Office
421 SW Oak Street, Suite 240
Portland, OR 97204

14. Program Reporting Requirements.

- a. Contractor shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by County. Contractor grants the County the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.
- b. Contractor shall use the service definitions and the standardized forms provided by County for recording and reporting purposes.
- c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by County. Program reports which are not received by the time specified or are substantially incorrect may result in delayed payment.
- d. All final program reports shall be submitted to the County by the thirtieth (30th) calendar day following the end of the effective period for that program.
- **15. Property Management.** Contractors receiving funds specifically for property shall comply with the following:
 - a. If Contractor purchases property valued at \$5,000 or more, solely with State funds received under this Contract, that property belongs to the State. If Contractor purchases property valued at \$5,000 or more, solely with County funds, that property belongs to the County. If Contractor purchases property valued at \$5,000 or more, in whole or in part with Federal funds that property belongs to the Federal Government.
 - b. Contractor shall maintain the property and a property control system in compliance with federal regulations, 45 CFR Part 74.30 74.37, Property Standards. A physical inventory shall be conducted annually to verify existence of the property, current use, and continued need for the property.
 - c. Within forty-five (45) calendar days of Contract termination, Contractor shall transfer the property to County, State, or Federal Government, if so directed by the relevant funding source.
 - d. Contractor is required to solicit and retain a minimum of three (3) written bids when making purchases of equipment or property valued at more than \$5,000 per item if Contractor is a non-governmental entity, or more than \$10,000 if Contractor is a governmental entity.
- **16. Record Retention.** In addition to Section 8 of the Standard Terms and Conditions of this Contract, access to records, all books, documents, papers, or other records, including but not limited to client records, income documentation,

statistical records, and supporting documents pertinent to this Contract shall be retained for three (3) years from the date of expiration or termination of Contract, unless otherwise specified in Attachment C. Program General Conditions or as follows:

- a. If any audit questions remain unresolved at the end of this three (3) year period, all records shall be retained until resolution.
- b. Records involving matters in litigation shall be kept no less than one (1) year after resolution of all litigation, including appeals.
- c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.
- d. Records for any displaced person shall be retained for three (3) years after such person has received final payment.
- e. Records pertaining to each real property acquisition shall be retained for three (3) years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph "d" above, whichever is later.
- f. Records required to be maintained for periods longer than three (3) years as required by statutes, regulations, State or federal codes.
- 17. Transition of Services. In the event that a Request for Proposal conducted during the fiscal year results in the award of the Contract to a different provider or County terminates or decides not to renew the Contract for any reason, Contractor agrees to make every reasonable effort to assure a smooth transition. Contractor shall take steps to assure that necessary copies of the original case files are transferred to the new Contractor, pursuant to federal/state regulations on confidentiality.
- 18. Reporting and Investigation of Suspected Fraud and Embezzlement. Contractor will report in writing the details of any cases of suspected fraud and embezzlement involving its employees or the employees of its subcontractors to the County not later than one (1) working day after the date the alleged activity comes to Contractor's attention. The report will describe the incidents and action being taken to resolve the problem. The report will be sent to:

DCHS Director/Director's Designee
Department of County Human Services, Director's Office
421 SW Oak Street, Suite 240
Portland, OR 97204

In cases of suspected fraud and embezzlement involving County's funds and resources, Contractor will be responsible for investigating cases involving its employees or employees of subcontractors. Contractor is responsible for referral to the proper legal authorities. County may assume control of any case not handled to the County's satisfaction.

In cases of suspected fraud and embezzlement which do not involve funds and resources of the County, Contractor will seek resolution of the problem. County may intervene in cases involving resources of clients served by Contractor. County will review all cases of suspected fraud or embezzlement whether or not County resources appear to be at risk. Contractor will adopt and follow any internal control procedures, which the County decides are needed. Failure of the Contractor to adopt or follow such procedures will be considered a breach of this Contract and will be dealt with according to provisions in the Standard Terms and Conditions, Section 5.c.

19. Dispute Resolution.

a. Contractor may submit a letter documenting any complaints or concerns about the terms of this Contract to:

DCHS Director/Director's Designee
Department of County Human Services, Director's Office
421 SW Oak Street, Suite 240
Portland, OR 97204

- b. Director or Director's designee will call Contractor within ten (10) days of receipt of the letter to discuss the letter and schedule a meeting, if needed.
- c. The Director or Director's designee will issue a written decision within fifteen (15) days after receipt of the Contractor's letter.

- d. Contractor may appeal this decision in writing to the Director, Department of County Human Services, 421 SW Oak Street, Suite 240, Portland, OR 97204. The Director or Director's designee will contact Contractor within ten (10) days of receipt of appeal letter to discuss the letter or set up a meeting, if requested, with Director or Director's designee.
- e. The Director or Director's designee will issue a written decision within fifteen (15) days after receipt of the Contractor appeal letter. Decision of the Director or Director's designee is final; however, Contractors who receive funding from the State of Oregon's Oregon Health Authority's Addictions and Mental Health Division and/or Seniors and Peoples with Disabilities Division may seek mediation as described in OAR 309-014-0000 through 309-014-0040.
- f. Both County and Contractor agree to demonstrate cooperation, mutual respect, and good faith in all aspects of the dispute resolution.



ATTACHMENT D: CERTIFICATES

COMPLIANCE WITH SPECIFIC STATE AND FEDERAL REQUIREMENTS

Contractor expressly agrees to comply with all laws, regulations and Executive Orders to the extent they are applicable to the Contract, including all requirements of state, Civil Rights and Rehabilitation statutes, rules and regulations; all state laws governing operation of Community Mental Health Programs; all state laws requiring reporting of Client Abuse, and all state laws and regulations established in the construction, remodeling, maintenance and operation of any structures and facilities and in the conduct of all programs, services and training associated with the delivery of services. These laws, regulations and Executive Orders are incorporated by reference to the extent that they are applicable to the Contract and required by law to be so incorporated.

When applicable, Contractor agrees to comply with the specific federal and state requirements set forth below. This list is not intended to be a complete list of all federal and state requirements that may apply to Contractor.

- 1. **Accessibility.** Contractor shall comply with the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq., ORS 447.210 to ORS 447.310, ORS 659A.142, ORS 659A.145), and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, associated with the delivery of services by Contractor.
- 2. **Application, Acceptance, Use and Audit of Federal and State Funds.** For federal funds, Contractor agrees to comply with: 2 CFR, Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and applicable Appendix.
 - For state funds, Contractor agrees to comply with Oregon Administrative Rules Audit Guidelines (OAR 309-013-0120 through OAR 309-013-0220), Fraud and Embezzlement (309-013-0075 through 309-013-0105), and Standards for Management of Community Mental Health and Developmental Disability Programs (OAR 309-014-0020 through 309-014-0040).
- 3. Client Records and Disclosure Requirements. For Contracts with Mental Health, Alcohol and Drug, and Developmental Disability service providers: To the extent Contractor provides any service whose costs are paid in whole or in part by Medicaid, Contractor shall comply with the federal and state Medicaid statutes and regulations applicable to the services including but not limited to: Keeping such records as may be necessary to disclose the extent of services furnished to Clients and upon request furnish such records or other information to the Oregon Health Authority, the Medicaid Fraud Control Unit of the Oregon Department of Justice and the Secretary of Health and Human Services.
 - Contractor shall comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR Part 455, Subpart (B), comply with any advance directive requirements specified in 42 CFR Section 431.107 (b)(4) and comply with certification requirements of 42 CFR Section 455.18 and 455.19.
- 4. **Displaced Persons.** Contractor agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- 5. **Drug-Free Workplace**. Contractor certifies that it will provide a drug-free workplace in compliance with the federal "Anti-Drug Abuse Act of 1988" (PL 100-690) by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) Contractor's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;
 - c. Making it a requirement that each employee to be engaged in the performance of this Contract be given a copy of the statement required above;
 - d. Notifying the employee in the statement required above, that as a condition of employment on such Contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - e. Notifying the County within ten (10) days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction:
 - f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Anti-Drug Abuse Act of 1988;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.
- 6. **Energy Conservation.** Contractor agrees to comply with all standards and policies relating to energy efficiency that are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq., PL 94-163).
- 7. Environmental Protection.

- a. Contractor ensures that if the sums payable under this Contract exceed one hundred thousand dollars (\$100,000), Contractor shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). Contractor additionally agrees to promptly report all infractions to the state, federal grantor agency, United States Department of Health and Human Services, and to the U.S. Environmental Protection Agency.
- b. Contractor ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this Contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- c. Contractor will comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource and Recovery Act. Current guidelines are set forth in 40 CFR Parts 247-253.
- d. Energy Efficiency. Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act U.S.C. 6201 et. seq. (PL 94-163).
- 8. **Equal Employment Opportunity.** If this Contract, including Amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 9. **Federal Alcohol & Drug Abuse and Mental Health Block Grant.** Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-66). Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records.
- 10. **Flood Insurance**. Contractor agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- 11. **Historic Preservation.** Contractor agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 470 et seq.) by: a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this Contract and notifying the appropriate federal department of the existence of any such properties; and b) complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.
- 12. Lead-Based Paint Poisoning. Whenever funds under this Contract are used directly or indirectly for construction, rehabilitation, or modernization of residential structures, Contractor shall comply with the HUD Lead-Based Paint regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Act (42 USC Sections 4831 et seq.) requiring prohibition of the use of lead-based paint; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.
- 13. **Oregon Tax Laws.** Contractor assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" include: the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowner's and renter's property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).
- 14. **Pro-Children Act of 1994.** The Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq. and previously known as the Pro-Children Act of 1994 [PL 103.227]) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for, by an entity, and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Children and Infants (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation.

- 15. Special Federal Requirements Applicable to Addiction Services.
 - a. Women's Services. If Contractor provides A&D 61 or A&D 62 Services, Contractor must:

- (i) Treat the family as a unit and admit both women and their children if appropriate.
- (ii) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 - (d) Therapeutic interventions for children in custody of women in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women and their children have access to the services in (a) through (d) above.
- b. Pregnant Women. If Contractor provides any A&D Services other than A&D 70 Services, Contractor must:
 - (i) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such services;
 - (ii) Perform outreach to inform pregnant women of the availability of treatment services targeted to them and the fact that pregnant women receive preference in admission to these programs;
 - (iii) If Contractor has insufficient capacity to provide treatment services to a pregnant woman, refer the woman to another provider with capacity or if no available treatment capacity can be located, refer the woman to the State Addictions and Mental Health (AMH) Division for referral to another provider in the state.
- c. Intravenous Drug Abusers. If Contractor provides any A&D Services other than A&D 70 Services, Contractor must:
 - (i) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (ii) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit individuals to the program, must provide notification of that fact to the State within seven (7) days.
 - (iii) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the individual to another provider with treatment capacity under the circumstances described in (2) above, admit the individual to treatment not later than:
 - (a) 14 days after the request for admission to Contractor's is made; or
 - (b) 120 days after the date of such request if no provider has the capacity to admit the individual on the date of such request and, if interim services are made available not less than 48 hours after such request
 - (iv) For purposes of (iii) above, "interim services" means:
 - (a) Services for reducing the adverse health effects of such abuse, for promoting the health of the individual, and for reducing the risk of transmission of disease, including counseling and education about Human Immunodeficiency Virus (HIV) and tuberculosis (TB), the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - (b) Referral for HIV or TB treatment Services, where necessary; and
 - (c) Referral for prenatal care if appropriate, until the individual is admitted to a provider's services.
 - (d) If Contractor treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, Contractor shall carry out outreach activities to encourage individual intravenous drug abusers in need of such treatment to undergo treatment, and shall document such activities.
- d. Infectious Diseases. If Contractor provides any A&D Šervices other than A&D 70 Services, Contractor must:
 - (i) Complete a risk assessment for infectious disease including HIV and tuberculosis, as well as sexually transmitted diseases, based on protocols established by the State, for every individual seeking services from Contractor; and
 - (ii) Routinely make tuberculosis services available to each individual receiving services for alcohol/drug abuse either directly or through other arrangements with public or nonprofit entities and, if Contractor denies an individual admission on the basis of lack of capacity, refer the individual to another provider of tuberculosis services.
 - (iii) For purposes of (ii) above, "tuberculosis services" means:
 - (a) Counseling the individual with respect to tuberculosis;
 - (b) Testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and
 - (c) Appropriate treatment services.
- e. State of Oregon Health Authority Referrals. If Contractor provides any A&D Services other than A&D 70 services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in A&D service delivery to persons referred by the State.
- f. **Barriers to Treatment.** Where there is a barrier to delivery of an A&D Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:
 - (i) Providing, if needed, hearing impaired or foreign language interpreters.
 - (ii) Providing translation of written materials to appropriate language or method of communication.
 - (iii) Providing devices that assist in minimizing the impact of the barrier.
 - (iv) Not charging Clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- g. Misrepresentation. Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or services for which payments may be made by the State
- h. **Oregon Residency.** A&D Services funded through this Contract may only be provided to residents of Oregon. Residents of Oregon are individuals who live in Oregon. There is no minimum amount of time an individual must live in Oregon to qualify as

- a resident so long as the individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- i. **Tobacco Use**. If Contractor has A&D Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the services are delivered and on the grounds of such facilities.
- j. Client Authorization. Contractor must comply with 42 CFR Part 2 when delivering an addiction service that includes disclosure of Client information for purposes of eligibility determination, CPAs, PPAs or SEPA Adjustments. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a disbursement claim is submitted with respect to delivery of an addiction service to that individual.
- 16. **Nondiscrimination- Part 1.** Contractor hereby certifies that, to the best of its knowledge, it is in compliance, when applicable, with Federal, State, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:
 - a. Health and Human Services, 45 CFR, Part 74, Administrative Requirements For Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations and Commercial Organizations and/or 24 CFR Parts 85 Housing and Urban Development's Administrative Requirements For Grants to State, Local and Federally Recognized Indian Tribal Governments and/or Housing and Urban Development's 24 CFR Part 570, Community Development Block Grants, as applicable to the services performed in this Contract.
 - b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60, Executive Order 12, 086 of the President of the United States as set forth in 41 CFR Part 60.
 - c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d) as amended.
 - d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988.
 - e. Title XIX, Social Security Act.
 - f. Section 775, Federal Energy Administration Act of 1974.
 - g. Section 401, Energy Reorganization Act of 1974.
 - h. Title IX, Education Amendments of 1972, as amended.
 - i. Section 503 and 504, Rehabilitation Act of 1973 as amended and as implemented by 45 CFR Section 84.4.
 - j. Age Discrimination Act of 1975 as amended and the Age Discrimination In Employment Act of 1967 as amended.
 - k. Department of Energy Organization Act of 1977.
 - I. Energy Conservation and Production Act of 1976, as amended.
 - m. Americans with Disabilities Act of 1990, as amended, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice.
 - n. Section 109, Housing and Community Development Act of 1974.
 - o. Section 3 of the Housing and Urban Development Act of 1968.
 - p. Multnomah County Ordinance 23.604 (B) (m) and Code of the City of Portland, Title 23, Chapter 23.01.
 - q. Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended.
 - r. Health Insurance Portability and Accountability Act (HIPAA).
- 17. Nondiscrimination- Part 2. Contractor assures that it will, by the effective date of this Contract:
 - a. Formally adopt a Nondiscrimination Policy that is equivalent to the County's, or its essential content, through Board of Director action:
 - b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;
 - c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;
 - d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;
 - e. Train staff or provide training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;
 - f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;
 - g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.
- 18. **Debarment, Suspension, and Other Responsibility Matters.** In accordance with Executive Orders 12549 and 12689 addressing "Debarment and Suspension" (see 2 CFR Part 180), Contractor certifies to the best of its knowledge and belief that neither it nor any of its principles:
 - a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal,

- state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph b. of this certification; and
- d. Have within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this Contract.
- 19. **Lobbying for Funds.** Pursuant to the requirements of Section 1352 of Public Law 101-121, the Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature or legislative body, except in presentation to Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
 - e. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships, or participation by an agency or officer of a State, local, or Tribal government in policymaking and administrative processes within the executive branch of that government.
 - f. The prohibitions in subsection (b) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but no limited to the advocacy or promotion of gun control.
 - g. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 20. **Health Insurance Portability and Accountability Act of 1996, as amended**, or the federal regulations implementing the Act (collectively referred to as HIPAA).
 - a. If this Contract includes an Attachment H (HIPAA Business Associate), Contractor is a "business associate" for the purposes of the provisions of HIPAA.
 - b. If this Contract does not include an Attachment H (HIPAA Business Associate), Contractor shall develop and implement such policies and procedures, as required by HIPAA, and/or other federal, state or local laws, rules and regulations applicable to the work performed under this Contract. Contractor shall not use or disclose any Individually Identifiable Health Information in a manner that would violate Oregon Health Authority Privacy Rules, OAR 407-014-0000 et seq.

MULTNOMAH COUNTY SERVICES CONTRACT Contract Number: [insert contract number]

EXHIBIT 1: STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

- 1. Contractor shall perform the following Work: [Enter information]
- 2. The maximum payment under this Contract, including expenses, is \$[enter total amount].
- 3. Contractor shall be paid for Work on the following basis: [Enter information]
- 4. Contractor shall submit invoices for Work as follows: *
 [Enter information]
- 5. In addition to the payment provided for in Section 3, County will pay expenses on the following terms and conditions:

 [Enter information]
- 6. The Contract may be renewed on the following basis [optional]: [Enter information]

*County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has inspected and affirmatively accepted Contractor's Work.

EXHIBIT 2 MULTNOMAH COUNTY SERVICES CONTRACT Contract No. 440000XXXX INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below: **

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027(See Exhibit 4).
Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.
THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, attach Exhibit 4 in lieu of Certificate. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage. ORS 656.126.
Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employees performance under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000. The aggregate limit can be met with Excess/Umbrella Liability coverage.
☐ If this box is checked the limits shall be \$X,000,000 per occurrence and \$X,000,000 in annual aggregate.
Required by County Not required by County (Needs Risk Manager's Approval)
Commercial General Liability insurance with coverages satisfactory to the County, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). The aggregate limit can be met with Excess/Umbrella Liability coverage.
☐ If this box is checked the limits shall be \$X,000,000 per occurrence and \$X,000,000 in annual aggregate.
☐ If this box is checked the State of Oregon shall also be named as an Additional Insured.
Required by County Not required by County (Needs Risk Manager's Approval)
Communical Automobile Linkility, and in all around an include high a Thin around a spiratory in a spiratory in a spiratory with the Communical
Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
☐ If this box is checked the limits shall be \$X,000,000 per occurrence.
☐ If this box is checked the State of Oregon shall also be named as an Additional Insured.
Required by County Not required by County (Required if vendor is transporting and/or driving as part of performing the duties specified in the contract)
Additional Requirements: Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. Contractor's coverage will be primary in the event of loss.
Tail Coverage - If any of the liability insurance coverages shown are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Contract. If continuous "claims made" coverage is used, Contractor shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.
Certificate of Insurance Required: Contractor shall furnish a current Certificate of Insurance to the County. Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverages. Contractor shall immediately notify the County of any change in insurance coverage. The Certificate shall also state the deductible or retention level.
The County must be listed as an Additional Insured by Endorsement on any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions." A copy of the additional insured endorsement shall be attached to the certificate of insurance required by this contract. If requested, complete copies of insurance policies shall be provided to the County. Certificate holder should be: Multnomah County Risk Management, 501 SE Hawthorne Blvd. Suite 400, Portland, OR 97214.
Where in the County to send your Certificate of Insurance. Risk Management has an email address that all insurance certificates should be sent to: insurance@multco.us . Additional originals, hard copies, or faxes are not necessary. **Note to Contract Originator: Additional insurance may be required for certain types of contracts. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/Property & Liability Programs. Coverage limits may be modified to higher levels, based upon the needs of the contract without Risk Management review but any lower levels of coverage must be approved by Risk Management.
Completed by: Contract Originator

EXHIBIT 3 MULTNOMAH COUNTY SERVICES CONTRACT Contract No. [Insert Contract Number]

Certification Statement for Corporation or Independent Contractor

NOTE: Contractor Must Complete A or B below:

	A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.					
			penalty of perjury that Contractor is a (check one): Limited Liability Company Partnership Non-Profit Corporation authorized to do business in the State of Oregon			
Signa	ature:					
Title:			Date:			
B. C	ONTR	ACTO	OR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.			
C	Contra	ctor ce	ertifies under penalty of perjury, that the following statements are true:			
1.	 If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law. 					
2.			CTOR is free to determine and exercise control over the means and manner of providing the bject to the right of the County to specify the desired results.			
3.	CON	TRAC	CTOR is responsible for obtaining all licenses or certifications necessary to provide the services.			
4.		CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR s customarily engaged as an independent contractor if at least three of the following statements are true.				
	NOTE: Check all that apply. You must check at least three (3) to establish that you are an independent contractor.					
		A.	CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.			
		B.	CONTRACTOR bears the risk of loss related to the services provided under this Contract.			
		C.	CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.			
		D.	CONTRACTOR makes a significant financial investment in the business.			
			CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.			
Contractor Signature: Date:						

EXHIBIT 4 MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. [Insert Contract Number]

Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box): **SOLE PROPRIETOR** Contractor is a sole proprietor, and Contractor has no employees, and Contractor will not hire employees to perform this Contract. **CORPORATION - FOR PROFIT** Contractor's business is incorporated, and All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and All Work will be performed by the officers and directors; Contractor will not hire other employees to perform this Contract. **CORPORATION - NONPROFIT** Contractor's business is incorporated as a nonprofit corporation, and Contractor has no employees; all Work is performed by volunteers, and Contractors will not hire employees to perform this Contract. **PARTNERSHIP** Contractor is a partnership, and Contractor has no employees, and All Work will be performed by the partners; Contractor will not hire employees to perform this Contract, and Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.** LIMITED LIABILITY COMPANY Contractor is a limited liability company, and Contractor has no employees, and All Work will be performed by the members; Contractor will not hire employees to perform this Contract, and If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.** *NOTE: Under OAR436-50-0005 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders. **NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a Contractor who will perform construction work. Contractor Contractor Printed Name: Signature:

Contractor Title:

Exhibit 5 – Equal Employment Opportunity Certification Statement

Every Contractor executing a contract for more than \$75,000 must complete this Exhibit.

Equal Employment Opportunity (EEO) means eliminating barriers to ensure that all employees are considered for the employment of their choice and have the chance to perform to their maximum potential. EEO practices include, but are not limited to, fairness at work, hiring based on merit and promotion based on talent. It concerns all aspects of employment including recruitment, pay and other rewards, career development and work conditions.

All County Contractors signing new contracts with the County must complete this form. A Contractor who signs Part 1 and later adds employees during the period of performance of any County Contract must immediately notify the County of the change in status and submit an updated form with Part 2 signed. Failure to submit an updated form may result in termination of all existing contracts.

CERTIFICATION

	CERTIFICATION
I certify under penalty of perjury tha	t [check Part 1 or Part 2]:
	oyees. Should Contractor hire employees at a later date during the term of nediately notify the Department that issued the contract and submit an updated ed.
	—OR—
☐ Part 2: Contractor has employed	ees. Contractor, as an Equal Opportunity Contractor, does not:
	yees or applicants based on race, color, religion, sex, familial status, national cal disability, sexual orientation, gender identity, or source of income;
Solicit or consider employm records of job-related abilitie	ent recommendations based on factors other than personal knowledge or es or characteristics;
3. Coerce the political activity	of any person;
4. Deceive or willfully obstruct	anyone from competing for employment;
Influence anyone to withdra prospects of any other pers	w from competition for any position so as to improve or injure the employment on;
Give improper preference of that person or any other em	r advantage to anyone so as to improve or injure the employment prospects of ployee or applicant.
Contractors Signature:	
Company Name:	
Signature:	
Title:	
Date:	

Multnomah County, Department of County Human Services Service Contract No. 44-XXXX SAMPLE Exhibit 6A - Monthly Cost Reimbursement Expenditure Report Form For Fiscal Year or Time Period from ___/___ to ___/___ Page ___ of ___ Contractor: ___ Address: __ R.O Number: R.O Number: R.O Number: Invoice #: ____ R.O Line #: R.O Line #: R.O Line #: Name of Service: Name of Service: Name of Service: CURRENT YEAR TO CURRENT YEAR TO CURRENT **EXPENDITURES** PERIOD PERIOD PERIOD YEAR TO DATE DATE DATE PERSONNEL 1. Salaries & Wages 2. Overtime 3. Fringe 4. Volunteers SUBTOTAL PERSONNEL **DIRECT MATERIALS & SERVICES** 5. Professional Services 6. Printing 7. Utilities 8. Telephone 9. Equipment Rental 10. Space Rent 11. Repairs 12. Postage 13. Office Supplies 14. Education & Training 15. Mileage 16. Insurance 17. Data Processing 18. Dues & Subscriptions 19. Sub Awards < \$25k SUBTOTAL DIRECT MATERIALS & SERVICES INDIRECT COSTS 20. Overhead / Admin OTHER COSTS 21. Client Assistance 20. Capital Expenditures 21. Sub Awards > \$25k TOTAL EXPENDITURES l understand that all expenditures reported are subject to audit and that all expenditures must be program related and allowable according to applicable cost principles and regulations. I certify that I am an authorized representative of the above organization and that this statement of expenditures is accurate and true, to the best of my knowledge. AGENCY SIGNATURE: _____ DATE: _____ ____TITLE:____ NAME (Print): ____ PHONE: OFFICIAL USE ONLY ____ Date: _____ Program: ____ Date: Signature: Manager Signature:____ __ Date: ___

Multnomah County, Department of County Human Services Service Contract No. 44-XXXX SAMPLE **Exhibit 6B - Annual Budget Report Form** For Fiscal Year or Time Period from ___/___ to ___/___ Page ___ of ___ Contractor: ____ Address: _____ Name of Service: Name of Service: Name of Service: Contract Contract Contract **EXPENDITURES** Funds **Agency Funds** Funds Funds **Agency Funds Agency Funds** PERSONNEL 1. Salaries & Wages 2. Overtime 3. Fringe 4. Volunteers SUBTOTAL PERSONNEL **DIRECT MATERIALS & SERVICES** 5. Professional Services 6. Printing 7. Utilities 8. Telephone 9. Equipment Rental 10. Space Rent 11. Repairs 12. Postage 13. Office Supplies 14. Education & Training 15. Mileage 16. Insurance 17. Data Processing 18. Dues & Subscriptions 19. Sub Awards < \$25k SUBTOTAL DIRECT MATERIALS & SERVICES INDIRECT COSTS 20. Overhead / Admin OTHER COSTS 21. Client Assistance 20. Capital Expenditures 21. Sub Awards > \$25k TOTAL EXPENDITURES I certify that I am un authorized representative of the above organization. Iunderstand that DCHS requires a revised budget to be submitted for approval if any line item changes more than 10%. I understand that all actualcosts reported are subject to audit and that all expenditures must be program related and allowable according to the applicable cost principles and funding regulations. _____ DATE: _____ AGENCY SIGNATURE: _____ _____TITLE:____ _____PHONE: _____ NAME (Print): ___ OFFICIAL USE ONLY Program: ___ _____ Date: _____ ______Date: _____ Date: ___ Manager Signature:____

EXHIBIT 7 MULTNOMAH COUNTY SERVICES CONTRACT Contract No. 440000XXXX Criminal History Records Check Certificate

Certificate of Compliance	
CONTRACTOR:	
Address:	
Telephone:	
The Authorized Signature below certifies that the organization named above is currently in compliance with the applicable provisions of ORS 181A.190; 181A.195; 181A.200 and this Department of County Human Services Contract. Further, that the organization will exercise diligence in maintaining compliance as long as the organization continues to contract with Multnomah County and ORS 181A.1181A.195; 181A.200 remain in effect.	
Printed Name:Date:	
Authorized Signature:	

ATTACHMENT 3

ELECTRONIC ATTACHMENT REFERENCE

FOR

DOMESTIC AND SEXUAL VIOLENCE COORDINATION STRATEGIC PLAN https://multco.us/file/60075/download 3/17/2017

NOTE: A FULL COPY OF THIS DOCUMENT IS AVAILABLE ELECTRONICALLY FROM Purchasing – See the Purchasing website at www.multco.us/purchasing and click on the "Current Bid and Proposal Opportunities" heading – scroll down to Procurement 4000004191

Printed copies may also be obtained upon request to the assigned Procurement Analyst Jill Punches

Request your hard copy by contacting: Procurement Analyst Jill Punches 503.988.5111, Extension 9808 jill.punches @multco.us

Attachment 4 Funding and Match Requirements by Service Type

Service Type	Specific Service Area	Amount of Funding	Funding Source	Funding CFDA #	Match Required? Yes or No % of Match	Amount of Match Required
Safety Off The Streets/Emergency	Emergency Shelter		JOHS Office - County General			
Services	Housing Outreach and Advocacy Services	\$ 1,442,317	Fund & State Funding	n/a	Yes 15%	\$ 216,348
*Safety Off The Streets/Emergency						
Services	Comprehensive non-facility based services	\$ 432,002	YFSD County General	n/a	Yes 15%	\$ 64,800
	,		JOHS Office - County & City		Yes 15%	
	Shared Housing and Scattered Site		General Fund & Federal	16.736	Yes 25% (HUD	15% \$247,895
Rapid Re-Housing	Diversion	\$ 2,129,171	. Funding	14.267	Federal)	25% - \$119,135
*Culturally Specific Services	African American/African	\$ 76,587	YFSD County General	n/a	Yes 15%	\$ 11,488
Culturally Specific Scr vices	/ whether it is a second of the second of th	70,567	1132 County General	II/ u	163 1370	ψ 11,400
*Culturally Specific Services	Latina/o/Hispanic	\$ 106,024	YFSD County General	n/a	Yes 15%	\$ 15,904
*Culturally Specific Services	Native American/Alaskan Native	\$ 78,912	YFSD County General	n/a	Yes 15%	\$ 11,837
Culturally Specific Services	Native American/Alaskan Native	\$ 70,912	Trad County General	11/ a	162 13%	\$ 11,057
*Culturally Specific Services	Russian Speaking Immigrant/Refugee	\$ 76,587	YFSD County General	n/a	Yes 15%	\$ 11,488
*Culturally Specific Services	Asian 9 Other Immigrant/Defugae	\$ 118.393	VECD County Conoral	2/2	Yes 15%	ć 17.7F0
*Culturally Specific Services	Asian & Other Immigrant/Refugee	\$ 118,393	YFSD County General	n/a	165 15%	\$ 17,759
*Culturally Specific Services	Sexual Minorities LGBTQ	\$ 38,293	YFSD County General	n/a	Yes 15%	\$ 5,744
Culturally Constitution	LCDTO Familia manufacili faminis Nacionale	ć (0.00)	VECD County County		V 450/	d 40.200
Culturally Specific Services	LGBTQ Employment and Economic Navigator	\$ 68,000	YFSD County General	n/a	Yes 15%	\$ 10,200
	Court House Protection Order Room					
Community Based Services	Advocacy & Legal Services	\$ 172,452	YFSD County General	n/a	Yes 15%	\$ 25,868
*Community Based Services - Co-	Domestic Violence Enhances Response Team		YFSD County General &			
located Services	(DVERT) Advocates	\$ 187,138	Federal Grant	16.590	No	n/a
Community Based Services Co-						1
Located Services	Sexual Assault Services	\$ 204,500	YFSD County General	n/a	Yes 15%	\$ 30,675

Joint Office of Homeless Services (JOHS)

Youth & Family Services Division (YFSD)

*Note: Client Flex Fund amounts are included in Service Type planning allocations. Provider should estimate flex fund amount at approximately 5% of total allocation All allocation amounts are planning amounts, actual allocation amounts are subject to change based on funding availability