

# **Lane County Health & Human Services**

## **REQUEST FOR PROPOSALS #21311**

### **Homeless Prevention Services:**

- A. Homeless Prevention Eugene and North Lane County
- B. Homeless Prevention Springfield and East Lane County
- C. Homeless Prevention South Lane County
- D. Homeless Prevention West Lane County
- E. Homeless Prevention for Youth
- F. Homeless Prevention for Families

July 1, 2024 through June 30, 2025

Renewable through June 30, 2027

Submit Proposals to:

Ben Abbe

[Benjamin.Abbe@lanecountyor.gov](mailto:Benjamin.Abbe@lanecountyor.gov)

Deadline:

12:00 Noon Pacific, Wednesday April 24<sup>th</sup>, 2024

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You are hereby requested to respond to the following Request for Proposals by 12:00PM April 24<sup>th</sup>, 2024. Proposals received after deadline(s) will not be accepted.

## **PART I - GENERAL INFORMATION**

### **Introduction**

Lane County is an Equal Opportunity Employer and the Lane County process of contracting is built on the principles of equity, consistency, and understandability.

Lane County Department of Health & Human Services is seeking proposals from providers for Homeless Prevention Services.

The term of the contract(s) arising from this Request for Proposals are estimated to begin on or after July 1, 2024 and extend through June 30, 2025. The contract(s) resulting from the Request for Proposals (RFP) may be renewed through June 30, 2027 based on revenue availability, contractor performance, and/or need.

Appropriate accommodations can be made upon notice for individuals with disabilities who wish to respond.

### **Contract Requirements**

- A. The contractor must comply with all applicable federal, state, local statutes, and rules governing the operations of the program, including, but not limited to the following:
  - 1. The Americans with Disabilities Act of 1990, 42 USC 12101 et seq. as well as ORS 30.670 through 30.685, ORS 659.425 and ORS 659.430, and all rules and regulations implementing those laws.
  - 2. Federal Code, Title 5 USCA 7201 et seq.: Anti-discrimination in employment
  - 3. ORS 659.010, 659.015, 659.020 and, 659.030: Enforcement of Civil Rights
- B. Contractor must comply with the following:
  - 1. All contract requirements concerning the provision of insurance must be met. This may include comprehensive liability with Lane County named as additional insured, professional liability, fidelity bonding and workers' compensation coverage.
  - 2. Automobile insurance with Lane County named as additional insured is required if clients are transported or a vehicle is used in conducting agency business under the contract. Professional liability insurance is required if services are provided by licensed staff. Insurance requirements are outlined in Exhibit H of Lane County contract.

### **Proposal Preparation and Submission**

- A. To be received and considered, all proposals must be in writing and signed by the bidder or the bidder's authorized representative. Proposals must be submitted in the manner specified in the RFP documents.
- B. In your responses, please follow the sequence of questions or documentation requested in all sections of the RFP. **All proposals must be submitted as a single PDF document.**

- C. By signing and returning a proposal, the proposer acknowledges that the proposer has read and understands the terms and conditions applicable to the proposal documents and that the proposer accepts and agrees to be bound by the terms and conditions of the contract, including to perform the scope of work and meet the performance standards.
- D. Each proposer must be an “equal opportunity employer” willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations there under (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.
- E. All proposals submitted are subject to public inspection, with the exception of information covered by an exception in public records law pursuant to ORS 279B.055(5)(c). Each proposer, by submitting a proposal, acknowledges that it is the proposer’s responsibility to defend and indemnify the County for any costs associated with establishing such an exemption. The proposer’s act in submitting a bid constitutes the proposer’s acceptance of this responsibility.
- F. A proposer may not modify its proposal after submission. A proposer may withdraw its proposal at any time prior to RFP closure and may submit a replacement proposal in accordance with the required submission procedures and timelines.
- G. Proposals will be received by Program Service Coordinator, Ben Abbe, until 12:00PM Pacific on Wednesday April 24<sup>th</sup>, 2024. Proposals will be publicly opened immediately following the time proposals are due. Proposals must be submitted to [Benjamin.Abbe@lanecountyor.gov](mailto:Benjamin.Abbe@lanecountyor.gov). The County will not consider any proposal transmitted and received after the time and date stated in the RFP document.
- H. The County may issue an addendum to modify or add to the terms of the RFP, or to change the time or date for submission of proposals. Any addendum will be issued by the County in writing not less than seventy-two (72) hours prior to the deadline for receipt of proposals, and available on the County-Wide Bid Page. Each proposer is responsible to verify for itself if any addendum has been issued prior to submission of its proposal; the County is not responsible to notify individual prospective proposers of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the proposal received and will become part of any resulting contract.
- I. The County reserves the right to cancel a solicitation or reject any or all proposals in whole or in part when the cancellation or rejection is in the County’s best interests as determined by the County. This includes rejecting any proposal not in compliance with all prescribed public bidding procedures and requirements, and for good cause, rejecting all proposals upon a finding that it is in the public interest to do so The County may also:
  - 1. Issue a subsequent Request for Proposals for the same or similar goods or services
  - 2. Solicit supplemental information only from those bidders that submitted bids, if in the public officer's judgment, it is unlikely re-advertising publicly would lead to greater competition
  - 3. Not award a contract for the requested services

4. Waive any irregularities or informalities
  5. Issue more than one contract, dividing the services to be rendered and the remuneration to be paid
  6. Accept the proposal which the County deems to be the most beneficial to the public and to Lane County
  7. Negotiate with any proposer to further amend, modify, redefine or delineate its proposal
  8. Further question any proposer to substantiate claims of experience, background, knowledge and/or ability
  9. Waive the need for reference checks, based on current or prior experience with and/or knowledge of the proposer
- J. The County will not examine any proposal prior to opening. However, the public officer may, but is not obligated to, examine proposal documents submitted electronically to verify receipt of the electronic submission in an intact condition. All proposals submitted will be opened publicly at the time, date and place designated in the RFP by Ben Abbe, Program Service Coordinator. Any proposal or modification received after the designated deadline will not be opened or considered. Proposals submitted in response to an RFP may be opened in a manner to avoid revealing contents to competing proposers in accordance with ORS 279B.060(6)(a).
- K. Proposals submitted are not subject to public inspection until a notice of intent to award has been issued.
- L. All proposals must be irrevocable for not less than thirty (30) days from the time of opening of proposals, unless otherwise stated in the RFP documents. The proposals of all proposers will remain irrevocable and binding, and any proposal securities will be retained by the public officer, until a contract has been executed and the contractor has provided any and all required performance bonds and insurance certificates.

### **Proposal Evaluation and Award**

- A. Proposal evaluation will be conducted by the public officer in cooperation with the department requesting the RFP, if any, based on the requirements of the RFP, compliance with procedures, public contracting laws, and the requirements of the Lane Manual, including:
1. Application of preferences for Oregon goods and services, resident bidders, recycled goods, and printing, pursuant to ORS 279A.120 to ORS 279A.128 and ORS 282.210.
  2. Investigation and determination of responsibility requirements pursuant to ORS 279B.110.
  3. Where the proposal includes more than one (1) price or alternative, any calculation and evaluation necessary to determine the most responsive proposal. The County may use the methods described in OAR 137-049-0380(2) or such other method as the public officer deems reasonable.

4. Submission of a completed Proposer's Statements and Certifications in the form included in this RFP.
- B. Proposals will be reviewed for qualifications and completeness by Ben Abbe, Program Service Coordinator. Proposers must provide the following:
    1. Information required by Proposal Content section of the RFP
    2. Signed Proposers' Statements and Certifications
  - C. Proposals will be reviewed by the proposal review committee. The proposal review committee will be made up of Poverty and Homeless Board members, volunteer community members and Lane County staff and will have at least three (3) members. The County will award contracts only to responsible contractors possessing the ability to perform. In determining whether a contractor is responsible, the County will consider the contractor's record of integrity, compliance with public policy, past performance, and technical and financial resources as well as responses received from references, interviews, and supplemental questions, if any.
  - D. Minor informalities/mistakes in proposals may be waived. Mistakes discovered in proposals after opening where the intended correct statement or amount is evident or properly substantiated may be corrected. Where the intended correct statement or amount is not evident or cannot reasonably be substantiated or clarified, the proposal may not be accepted. The County reserves the right to waive technical defects, discrepancies and minor irregularities, and to not award a contract when it finds such action to be in the public interest.
  - E. The County will provide written notice of its intent to award to a given proposer or proposers by Thursday May 13<sup>th</sup>, 2024. All proposers recommended for funding must pass the Management Qualifications process prior to Lane County issuing a contract for services. (MQ can also be a requirement of RFP).

Following issuance of a notice of intent to award, all proposals are open to public inspection, except for information examination covered by an exception in public records law pursuant to ORS 279B.055(5)(c). Each proposer, by submitting a proposal, acknowledges that it is the proposer's responsibility to defend and indemnify the County for any costs associated with establishing such an exemption. The proposer's act in submitting a proposal constitutes its acceptance of this responsibility.

- F. The County reserves the right to cancel a solicitation or reject any or all proposals in whole or in part when the cancellation or rejection is in the County's best interests as determined by the County. This includes rejecting any proposal not in compliance with all prescribed public solicitation procedures and requirements, and for good cause, rejecting all proposals upon a finding that it is in the public interest to do so.

If all proposals are rejected in whole or in part, the County may advertise for new proposals, or solicit supplemental information only from those proposers that submitted proposals, if in the public officer's judgment, it is unlikely re-advertising publicly would lead to greater competition. PSC Name is delegated the authority to reject all proposals, prepare findings of best interests, and provide written notice of rejection of all proposals.

## **Clarification and Protest of Solicitation Documents**

If a proposer finds discrepancies or omissions in the RFP documents, or is in doubt as to their meaning, the proposer must immediately notify the public officer (Ben Abbe, Benjamin.Abbe@lanecountyor.gov). If the public officer believes a clarification is necessary, an addendum will be issued in writing not less than seventy-two (72) hours prior to time of bid closure, unless the public officer determines that a shorter period is in the public interest. The terms of any addenda issued are to be included in the proposer's proposal and will become part of the contract documents. Addendums will be posted on the County-Wide Bid Page.

The apparent silence of the solicitation documents regarding any detail, or the apparent omission from the RFP of a detailed description concerning any point, means that only the best commercial or professional practice, material, or workmanship is to be used.

A prospective proposer may protest the competitive selection process or provisions in the RFP documents if the prospective proposer believes the solicitation process is contrary to law or that a solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name pursuant to the requirements of ORS 279B.405(2). Any written protest must be submitted to Ben Abbe, Benjamin.Abbe@lanecountyor.gov by 12:00PM on Friday, March 29<sup>th</sup>, 2024.

Lane County will consider the protest if the protest is timely filed and contains:

- A. Sufficient information to identify the solicitation that is the subject of the protest;
- B. The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
- C. Evidence or supporting documentation that supports the grounds on which the protest is based; and
- D. The relief sought.

If the protest meets these requirements, the County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the County will promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. The County will issue its decision on the protest not less than three (3) business days before proposals are due, unless a written determination is made by the County that circumstances exist that justify a shorter time limit.

## Protest Process

A respondent to an RFP that submitted a responsive proposal, and is not selected for award, may protest the award or recommendation for award of a contract based on RFPs submitted. Any protest must be received by the County within seven 7 days of the notice of recommendation or intent to award or, if no notice is given, of actual award.

Protests of award or intent to award will be considered by the Local Contract Review Board (LCRB), if the Board's action were required to award the contract. All other protests of intent of award will be considered by the County Administrator, or the Administrator's designee.

- A. Requirements for protest.
  - 1. A protest of award of a public improvement contract must specify the applicable grounds for protest set forth in OAR 137-049-0450(4)(c), which is hereby adopted into this rule.
  - 2. All other protests of award must be in writing and specify the applicable grounds for the protest as set forth in ORS 279B.410(1).
  - 3. Any protest not in compliance with these rules may be rejected.
- B. Review and determination.
  - 1. Upon receipt of a protest, the department must promptly notify both the evaluation committee and the proposer recommended for award that a protest has been received and furnish each with a copy of the protest. Both the recommended proposer and the committee may, within three 3 calendar days from the date the protest was received, respond to the protest in writing.
  - 2. After a protest has been received, the Department that issued the RFP must prepare a written analysis of the protest and make a recommendation to the decision maker as to appropriate action to be taken.
  - 3. Contracts Requiring Board Action to Award. If the public officer determines there is sufficient merit to reject proposals, the public officer may do so. If, following any action by the public officer, any portion of the protest remains, the LCRB must be provided with, and may consider, a complete copy of the written record, and any other evidence provided, at a public meeting. At the public meeting the LCRB may, at the LCRB's discretion, allow the department that issued the RFP and the appellant an opportunity to address the protest. The LCRB may affirm, reverse, or revise an award, or may send the matter back to the Department for further action, and must issue its decision by Board Order.
  - 4. Contracts Not Requiring Board Action to Award. The County Administrator has authority to reject proposals, or to affirm, reverse, or revise the award, or send the matter back to the department for further action. The Administrator must deliver this decision to the LCRB. If, within seven 7 days, the LCRB elects to review the matter, the LCRB must be provided with and may consider a complete copy of the written record, and any other evidence provided, at a public meeting. The LCRB may affirm, reverse, or revise an award, or may send the matter back to the Department for further action, and must issue its



decision by Board Order. If the LCRB does not elect to review the matter within seven 7 days, the Administrator's decision will be final.

- C. The procedures in this rule are mandatory to the extent they establish the time and manner for protests to be submitted to the County, including that the protest be in writing specifying the grounds and timely filed, and that there be a written response. The other protest procedures above are directory, and failure to follow or complete the action in the manner provided will not invalidate the County's decision.

## PART II – REQUESTED SERVICES

### Program Description

#### Introduction

The Lane County Department of Health & Human Services, Human Services Division (HSD) funds services to prevent homelessness and ensure housing stability. The Lane County Department of Health & Human Services is seeking proposals from providers for Homeless Prevention services.

Lane County is an Equal Opportunity Employer, and the Lane County process of contracting is built on the principles of equity, consistency, and understandability. When competition over services exists, a full Request for Proposals (RFP) process is initiated. Appropriate accommodations can be made upon notice for individuals with disabilities who wish to respond.

The term of any contract arising from this RFP will begin as early as July 1, 2024 and may continue through June 30, 2025. Any contract arising from this RFP may be renewed for an additional term based on revenue availability, contractor performance and/or need. Lane County reserves the right to contract with any proposer recommended for contracting by the scoring committee at any time during the stated selection period of this RFP, which is: 7/1/2024 – 6/30/2027. Contracts arising from this RFP are subject to funding and all identified funding sources are subject to change based on funding source allocations. If additional funds are allocated for services during the contract period, Lane County reserves the right to disburse those funds through this process up to 25 percent of total annual amounts awarded. Only one project will be funded per program category (A-F), but service providers are welcome to submit request for proposals for multiple programs.

You are hereby requested to respond to any of the following Requests for Proposals for the following programs:

<b>Homeless Prevention Services</b>	
<b>Program</b>	<b>Funding Source(s)</b>
<b>A. Homeless Prevention Eugene and North Lane County</b>	<ul style="list-style-type: none"><li>• Housing Stability Program (HSP)</li><li>• Elderly Rental Assistance (ERA)</li><li>• Emergency Solutions Grant (ESG)</li><li>• Human Services Commission (HSC)</li><li>• Emergency Housing Account (EHA)</li></ul>
<b>B. Homeless Prevention Springfield and East Lane County</b>	<ul style="list-style-type: none"><li>• Emergency Housing Account (EHA)</li><li>• Elderly Rental Assistance (ERA)</li><li>• Emergency Solutions Grant (ESG)</li><li>• Human Services Commission (HSC)</li><li>• Housing Stability Program (HSP)</li></ul>

<b>C. Homeless Prevention South Lane County</b>	<ul style="list-style-type: none"> <li>• Emergency Housing Account (EHA)</li> <li>• Elderly Rental Assistance (ERA)</li> <li>• Housing Stabilization Program(HSP)</li> <li>• Human Services Commission (HSC)</li> </ul>
<b>D. Homeless Prevention West Lane County</b>	<ul style="list-style-type: none"> <li>• Emergency Housing Account (EHA)</li> <li>• Elderly Rental Assistance (ERA)</li> <li>• Housing Stabilization Program (HSP)</li> <li>• Human Services Commission (HSC)</li> </ul>
<b>E. Homeless Prevention for Youth</b>	<ul style="list-style-type: none"> <li>• Emergency Housing Account (EHA)</li> <li>• Human Service Commission (HSC)</li> </ul>
<b>F. Homeless Prevention for Families</b>	<ul style="list-style-type: none"> <li>• Emergency Housing Account (EHA)</li> <li>• Human Services Commission (HSC)</li> </ul>
<b>*The anticipated funding for all six categories is \$568,711.</b>	

\*The budgeted EHA amounts for South Lane County and West Lane County include funds related to staffing HOME Tenant-Based Assistance (HTBA). Please refer to the individual service descriptions found in Attachment A of this RFP for more detailed information on each of the above identified Homeless Prevention Services and funding sources including information on HTBA.

**The completed proposal shall consist of a narrative response to the individual service description questions, a completed corresponding templated budget and program plan, and a signed Respondent Statement and Certification form in this RFP.**

**Funding**

Each geographically dispersed Homeless Prevention program will have multiple funding sources. Community members seeking services will be assessed for eligibility and matched with the funding source that best meets their situation and needs. The information listed herein is an overview and is not exhaustive of all requirements of funding sources.

**General Overview of Funding Sources:**

	<b>Emergency Housing Account (EHA)</b>	<b>Elderly Rental Assistance (ERA)</b>	<b>Housing Stabilization Program (HSP)</b>	<b>Emergency Solutions Grant (ESG)</b>	<b>Human Services Commission (HSC)</b>
<b>Housing Status</b>	<ul style="list-style-type: none"> <li>• Imminent Risk of Homelessness</li> <li>• Unstably Housed</li> </ul>	<ul style="list-style-type: none"> <li>• Imminent Risk of Homelessness</li> <li>• Unstably Housed</li> </ul>	<ul style="list-style-type: none"> <li>• Imminent Risk of Homelessness</li> <li>• Unstably Housed</li> </ul>	<ul style="list-style-type: none"> <li>• Imminent Risk of Homelessness</li> <li>• Unstably Housed</li> <li>• Fleeing or attempting to flee domestic violence</li> </ul>	

<b>Income Eligibility</b>	80% AMI	50% AMI	250% FPL	30% AMI	N/A
<b>Program Specific Requirements</b>	Housing plan required for more than one-time service.	At least one adult age 58+ in household	Families with children, TANF families priority. Requires collaboration/coordination with DHS	Assistance must not exceed 24 months during any 3-year period.	None
<b>Citizenship or Residency requirements</b>	No citizenship or residency requirement	No citizenship or residency requirement	Proof of citizenship required.	Qualified non-citizens may be served. Refer to program guidance.	No citizenship requirement
<b>Legislatively targeted populations</b>	Veterans, seniors 65+, people with disabilities, farmworkers, Native Americans	Adults age 58 and older	Families with children who are receiving TANF or eligible for TANF.		

**Additional Program Information**

**Homeless Prevention Services**

Lane County seeks applicants who will provide “no wrong door approach” for homeless prevention service across Lane County. Lane County seeks subrecipients to administer Homeless Prevention programs across four geographic areas and two populations - Eugene and North Lane County, Springfield and East Lane County, South Lane County, and West Lane County, as well as Homelessness Prevention for Youth and for Families. Each Homeless Prevention program will have multiple funding sources. When a community member comes to agency for assistance, they will complete a quick eligibility and need assessment which will help ensure they are matched to the correct amount of assistance needed to remain stable and self-sufficient, as well as matched with a funding source for which they are eligible. The process for gaining assistance, and type of assistance available, should be as streamlined as possible.

Homeless Prevention services help prevent households from becoming homeless, where the household is income eligible (varies by funding source), and who are at imminent risk of homelessness, unstably housed, or are fleeing/attempting to flee domestic violence. Homeless prevention services offer a range of assistance including case management, housing search and placement services, short and medium term rental assistance, landlord/tenant mediation, tenant legal services, financial literacy/credit repair services and assistance with rental application fees, security deposits, last month’s rent, utility deposits, utility payments and moving costs.

**Housing Assistance Plan**

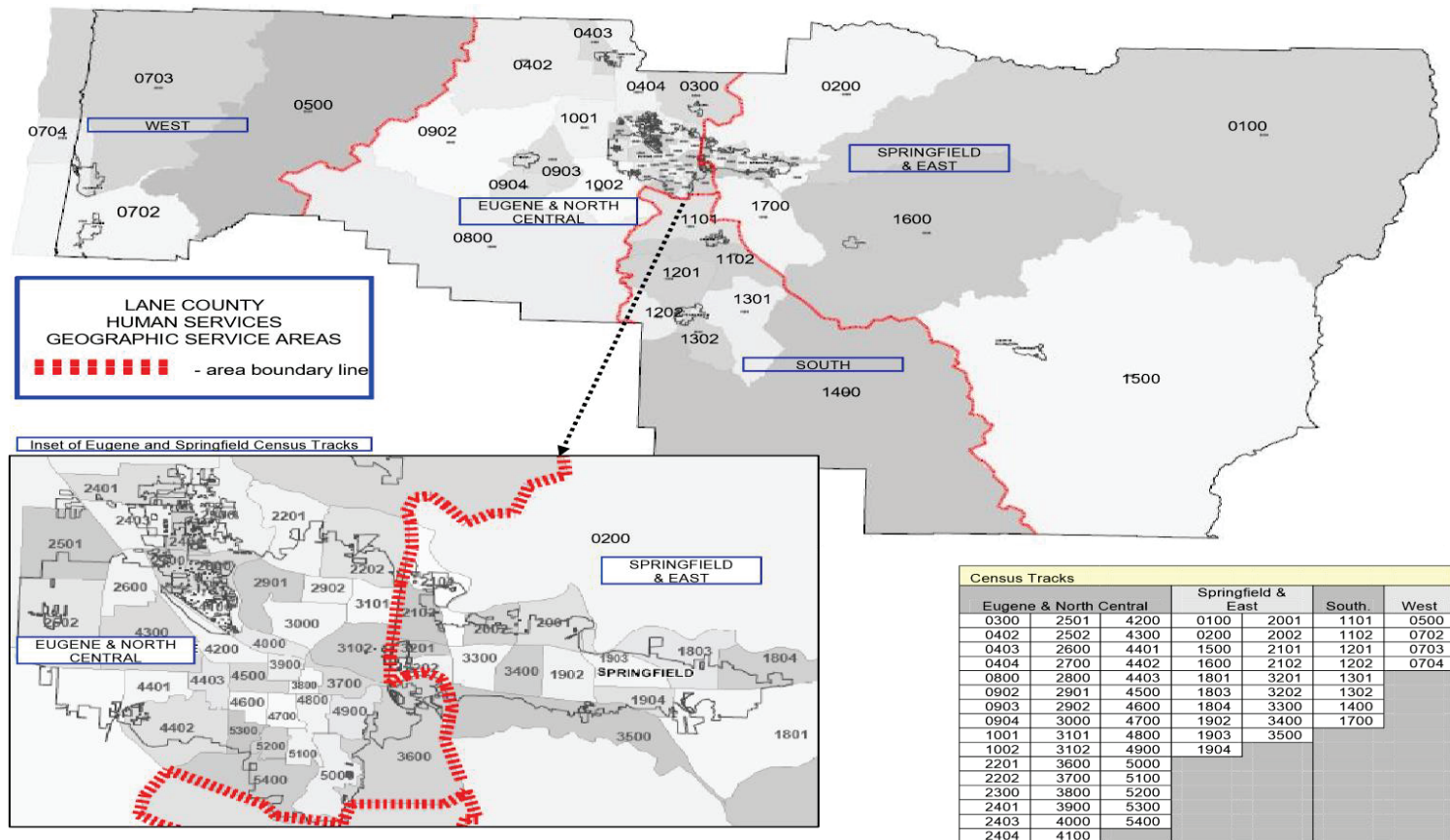
Program participants receiving more than one-time assistance must develop a Housing Assistance Plan with a case manager. Case Managers will develop a plan to assist the program participant to retain permanent

housing after assistance ends, taking into account all relevant considerations, such as the program participant’s current or expected income and expenses; other public or private assistance for which the program participant will be eligibility and likely to receive; and the relative affordability of available housing in the area. Plans are required to be client-driven, using input and goal setting by the client. Subrecipients may utilize their own Housing Assistance Plan tools, or utilize those provided by Oregon Housing and Community Services on their website

<https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

**Geographic Distribution of Services**

The general geographic distribution of Homeless Prevention Services for Eugene and North Lane County, Springfield and East Lane County, South Lane County, and West Lane County is in accordance with the Census Tract map below. In some circumstances, geographically distributed Homeless Prevention Programs may serve people who present for services who reside outside their specific service area, contact program coordinator for more details.



**Additional General Requirements**

- Program should ensure quality assurance processes are in place to evaluate effectiveness and progress toward performance goals. Fiscal monitoring to ensure efficient spend down of funds should be conducted no less than quarterly.
- All programs must be implemented in accordance with locally established Continuum of Care Written Standards, as well as any program-specific standards based on the funding source requirements.
- Provider must develop and provide written copies of program rules, policies, and procedures, including a participant grievance policy.
- Provider must maintain client files, either physically or electronically, that can be made available to the funder(s) for monitoring purposes.

- The proposer must make the program open to all eligible populations regardless of sexual orientation, gender identity, marital status, race, color, religion, national origin, age, or disability status.

### **Core Values and Standards**

This project will follow Housing First, Low Barrier, Harm Reduction, and Trauma Informed Care program standards as defined below.

### **Housing First**

Housing First programs focus on quickly moving people experiencing homelessness into permanent housing and then providing the additional supports and services each person needs and wants to stabilize in that housing. Services are never mandatory and cannot be a condition of obtaining the housing intervention. The basic underlying principle is that persons are better able to move forward with their lives once the crisis of homelessness is over and they have control of their housing. Supportive services focus on the acquisition of housing, income, health resources, skills and tools needed to: pay rent, comply with a lease, take reasonable care of a housing unit, and avoid serious conflict with other tenants, the landlord, and/or the police.

### **Low Barrier**

Housing First programs do not require persons to prove “housing readiness.” There are no preconditions. Persons experiencing homelessness do not have to: demonstrate sobriety, engage in treatment, have employment, or have income to obtain program entry or for continued assistance. Rules should not be imposed on participants for them to access services. Stable housing is of critical importance for participants’ health, education, employment, and other related quality of life determinants. The basic underlying principle of program standards is that access to housing is the primary need for its program participants, and as such, there should be minimal barriers to assist persons to end their homelessness. Enrollment requirements for all Coordinated Entry system components, outreach included, reflect a low-barrier philosophy.

### **Harm Reduction**

All contracted programs must emphasize a Harm Reduction approach. In accordance with Harm Reduction principles, contracted programs must not require treatment or sobriety.

Contractor must seek to work with program participants to reduce the negative consequences of the person’s continued use of alcohol and/or drugs, or non-compliance with medications. Programs utilizing a Harm Reduction approach do not terminate assistance based solely on a person’s inability to achieve sobriety or because of medication non-compliance. Efforts should include all possible approaches to assist the person to reduce or minimize their risky behaviors, while at the same time assisting them to move into, and stabilize in, permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff.

### **Trauma Informed Care**

All programs must incorporate Trauma Informed Care policies and procedures into their program design and delivery of services. Trauma Informed Care is defined as: an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care also emphasizes physical, psychological and emotional safety for both participant and providers, and helps participants rebuild a sense of control and empowerment. Trauma Informed services take into account an understanding of trauma in all aspects of service delivery and place priority on the trauma survivor’s safety, choice, and control. Trauma Informed Services create a culture of nonviolence, learning, and collaboration. Contractors must also develop sets of policies and procedures for educating and training staff on Trauma Informed Care practices and how trauma may adversely affect aspects of a person’s development.

## **Equity Framework**

All programs must incorporate an equity framework in development of program design, provision, and evaluation. Many services, programs, and policies systematically discriminate against people with diverse racial, ethnic, and gender inequities. An equity framework aims to address those disparities and achieve fairness for all.

## **Collaboration and Coordination**

Providers will be expected to work in collaboration and partnership with Lane County, as well as the broader system of homeless services and Continuum of Care (CoC). Requirements for the project may change or be adjusted as we work to improve the overall homeless service system and as we test new and emerging best practices. Providers will be expected to provide some level of flexibility as standards are developed.

Additionally, Providers should be prepared to coordinate and work collaboratively with outside service partners including, but not limited to: system access points, emergency shelters, alternative shelters, street outreach providers, and rapid rehousing/permanent supportive housing providers.

## **Training**

All staff must be trained and must have a level of expertise that is sufficient in working with highly vulnerable populations. At minimum, the following training is required for direct support workers:

- Housing First Principles
- Trauma-informed care
- Conflict resolution, mediation, and problem solving
- De-escalation techniques, mental health first aid
- Motivational interviewing, harm reduction, and related topics
- Diversity and Equity (various topics)

## **Performance Outcomes and Reporting**

All performance outcomes will be based on data entered into the HMIS (Wellsky). Service Provider will be expected to report on outcome progress no less than quarterly including, but not limited to, the total participants enrolled in the program, demographic information of program participants. More program-specific reporting requirements vary by funding source.

## **Fiscal Policies and Match**

All projects are required to adhere to Lane County fiscal policies as approved by the Human Services Commission.

A minimum level of match is only required for Emergency Solutions Grant (ESG) funded projects (25% match required). However, agencies may find they need to supplement the funding provided to ensure all requirements and client needs are met. Agencies are encouraged to secure additional match and leverage beyond the total funding provided by Lane County, as needed to implement an effective program.

## **Additional Information**

If applicants need additional information about any aspect of the program, questions and requests for information should be addressed to Ben Abbe at Benjamin.Abbe@lanecountyor.gov. Requested information to the extent it is available, will be posted on the County-Wide Bid Page.



**PART III - CALENDAR OF EVENTS**

March 20 <sup>th</sup> , 2024.....	Request for Proposal Released
12:00PM Pacific, Friday March 29th, 2024.....	Deadline for Commenting on or Protesting Specifications Believed to Limit Competition
12:00PM Pacific, Wednesday April 24 <sup>th</sup> , 2024.....	Proposals Due to PSC or RFP E-mail address
May 13, 2024.....	Notification of Review E-mailed
12:00PM Pacific, Tuesday May 21,2024.....	Protest of Recommendations Due
June 11, 2024.....	Contracts Awarded
July 1 <sup>st</sup> , 2024.....	Anticipated Start Date of Services



## **PART IV – PROPOSAL CONTENT**

Respondent must submit the following information with their application included in this section of the RFP.

### **Narrative Questions**

Identify the Homeless Prevention program(s) under this RFP for which you are applying.

- a. Homeless Prevention Services in Eugene and North Lane County
- b. Homeless Prevention Services in Springfield and East Lane County
- c. Homeless Prevention Services in South Lane County
- d. Homeless Prevention Services in West Lane County
- e. Homeless Prevention for Youth
- f. Homeless Prevention for Families

For the following questions, please provide an answer for each population selected, for each question.

### **Agency Questions**

1. Describe your agency's previous experience in providing Homeless Prevention services in the geographic region and to the target population selected above. If your agency has none, describe relevant experience and how this relates to the services described herein.
2. Describe agency's relevant experience with the various OHCS and HUD funding sources listed in this RFP.
3. Describe the Homeless Prevention services that your proposed program would offer. Respond separately for each Program for which you are applying (i.e. if you are applying to serve South Lane County and West Lane County, provide two separate responses per program).
4. How will the program be structured? What distinguishes your program from other programs another agency might provide? Be sure to address the following components:
  - a. Hours of operation and hours for specific services if limited within hours of operation.
  - b. Physical location of services. Description of how services can be accessed by individuals of all abilities. Description of remote access capabilities.
5. Please outline a complete estimated timeline of proposed activities including hiring of staff, training, development of policies and procedures, and implementation start date (anticipated by July 1). Include sample job descriptions for staff to be hired and/or resumes for current staff who will be involved in the project.
6. Describe how the agency will work to reduce disparities in service accessibility and outcomes for people at risk of homelessness who may live with disabilities, have limited English proficiency, and may be part of historically marginalized groups such as LGBTQ youth and adults, immigrants and refugees, and Black, Indigenous and People of Color. Give examples of equity issues you have identified within service delivery and any changes the agency has made in order to respond to the issues identified and better meet the needs of diverse communities.

7. Describe agency and staff previous experience utilizing the Homeless Management Information System (HMIS). How will the agency ensure data entry and data quality expectations are met? Describe how the program will ensure outcomes described in the RFP will be met. How does agency track expenditures and ensure fiscal integrity? If no direct experience, what other similar, relevant experience does the agency have?
8. Describe other resources, partnerships, and/or services that your agency would contribute to this program and how they would positively contribute to outcomes for households served. Describe agency's relationships with other organizations that can help people improve their self-sufficiency and prevent homelessness (such as financial education providers, etc).
9. Please Provide a detailed program services budget for each proposed project, outlining full cost of operating the program for a period of 12 months.
10. For agency's responding to Homeless Prevention Services for West or South Lane County please describe anticipated number of clients the agency is planning to serve under the HTBA specified guidelines. Describe experience related to HTBA guideline adherence.
11. Describe how you will comply with relevant local, state and federal regulations that apply to services children under 18. This may include any current or planned licensure, accreditation or indication that none is needed based on the program model.

Please use template provided on next page

**FUNDING DETAIL**

**ANNUAL BUDGET**

**AGENCY  
AREA:**

**PROGRAM  
NAME:**

Budget Item	Total Budget	Lane County Revenue					All Other
		Source					
		EHA	ERA	HSP	ESG	HSC	
<b>Personnel/Benefits</b>							
<b>Total Personnel</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Materials &amp; Services</b>							
<b>Total Materials &amp; Services</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Contract</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

# RESPONDENT STATEMENTS AND CERTIFICATIONS

(CONTRACT FORM D-2, 2020 EDITION)

NOTE: this form is for use with RFQ and RFP responses only. For Bids, use Contract Form D-1.

Respondent's Name: \_\_\_\_\_

RFQ or RFP Title: \_\_\_\_\_

## RESPONDENT STATEMENTS

**Respondent's Offer.** Respondent offers to provide the required goods or services in accordance with the requirements of the Request for Proposals (RFP) or Request for Qualifications (RFQ) stated above as stated in the enclosed response. The undersigned Respondent declares that Respondent has carefully examined the above-named RFP or RFQ, and that, if an award is made, Respondent will execute a contract with the County to furnish the goods or services required under the RFP or RFQ response submitted with this form. Respondent attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this document, and that the person signing has the authority to represent the individual or organization in whose name the response is submitted.

**Respondent's Acceptance of Terms and Conditions.** By execution of this form, the undersigned Respondent accepts all terms and conditions of the RFP or RFQ except as modified in writing in its response. Respondent agrees that the offer made herein will remain irrevocable for a period of 60 days from the date responses are due.

**Respondent's Acknowledgement of Public Records Law.** By execution of this Form, the undersigned Respondent acknowledges that its entire response is subject to Oregon Public Records Law (ORS 192.410–192.505), and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Respondent agrees that all information included in this bid that is claimed to be exempt from disclosure has been clearly identified either in the Respondent Statement, or in an itemization attached hereto. Respondent further acknowledges its responsibility to defend and indemnify the County for any costs associated with establishing a claimed exemption.

## ADDENDA

Respondent has received and considered, in the accompanying response, the terms of the following addenda, if any:

\_\_\_\_\_

## CERTIFICATIONS

By signing this Respondent's Certification form, Respondent certifies that:

1. Certification of Resident Bidder Status. Respondent is \_\_\_\_\_ is not \_\_\_\_\_ (check one) a resident bidder, as defined in ORS 279A.120.
2. Certification of Non-Discrimination. Respondent has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.
3. Certification of Non-Collusion. This bid is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a bid for the same services, and is in all respects fair and free from collusion or collaboration with any other Respondent.

4. Certification of Compliance with Tax Laws. Respondent has, to the best of Respondent's knowledge, complied with Oregon tax laws in the period prior to the submission of this bid, including:
- a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
  - b. Any tax provisions imposed by a political subdivision of this state that applied to Respondent or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
  - c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**The undersigned, by signature here, acknowledges, accepts, and certifies to the statements and certifications as stated above.**

**RESPONDENT**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Respondent's legal name

\_\_\_\_\_  
Name of authorized signer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax ID number

**CONTACT INFORMATION FOR THIS SUBMISSION**

\_\_\_\_\_  
Contact name

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Email address

## **PART V – CRITERIA FOR EVALUATION OF REQUEST FOR PROPOSALS**

Each proposal will be evaluated according to the following set of criteria. The scoring committee may use any material submitted in the proposal for any item in the evaluation process. The weight or degree of importance, associated with each criterion is printed on the right side of the form. For each criterion, a scale of values ranging from 0 to 10 is provided, where 0 reflects failure with respect to the criterion and 10 denotes excellence. Each item will be scored, and the value will be multiplied by the weight for the criterion. If this RFP receives a single response and the proposer passes or has passed the Management qualifications, Lane County staff will score the single application. If the application meets a minimum of 70% on the Program Qualifications questions, Lane County reserves the right to recommend award to the single proposer.

<b>RFP#21095 Homeless Prevention</b>			
<b>Evaluation Criteria</b>	<b>Poor/Unclear</b> <i>This is low competency work. Response is unclear, incomplete, or inadequate.</i>	<b>Adequate/Acceptable</b> <i>This is medium competency work. Sufficient responses, some areas may require clarification. A few minor components may be unclear.</i>	<b>Exceptional</b> <i>This is high competency exemplary work. Response is logical and succinct, leaving reader with no further questions.</i>
<b>Homeless Prevention Program</b>	<input type="checkbox"/> Eugene/North LC <input type="checkbox"/> Springfield/East LC <input type="checkbox"/> South Lane County <input checked="" type="checkbox"/> West Lane County <input type="checkbox"/> Youth Homeless Prevention <input checked="" type="checkbox"/> Family Homeless Prevention		
<b>1) Previous experience providing services to population type and community partner relationships.</b>  <b>Weighted X2</b>	Response is unclear, incomplete, or agency does not address experience working with target population. Does not detail any community partners or organizational relationships.  1 2 3 4	Agency demonstrates that they have some experience providing services to this population. Has some experience connecting clients to other organizations that can promote self-sufficiency.  5 6 7	Clearly and succinctly demonstrates a depth of experience providing services to the target population. Has community partnerships with other organizations to leverage self sufficiency services in the community.  8 9 10
<b>2) Relevant experience with OHCS and HUD funding Sources and guidelines</b>  <b>Weighted X2</b>	No or very little experience ERA, HSP, ESG, EHA, HSC, and HTBA. Incomplete history of experience or vague understanding of funding sources and guidelines  1 2 3 4	Adequate experience with ERA, HSP, ESG, EHA, HSC, and HTBA. Some experience in with various funding sources listed. Satisfactory knowledge and understanding of funding sources and guidelines.  5 6 7	Extensive experience with ERA, HSP, ESG, EHA, HSC, and HTBA. Clear understanding of various funding sources listed and demonstrated adherence to funding guidelines.  8 9 10
<b>3) Description of Homeless Prevention services from Agency</b>	Response does not clearly describe services provided.  1 2 3 4	Services are generally consistent with program.  5 6 7	Detailed, clear, and succinct description of project services.  8 9 10
<b>4) Project design and structure, including hours of operation, location and description of program and staffing.</b>	Insufficient hours of operation. Staffing not clear.  1 2 3 4	Overall design is generally consistent with program. Location sufficient and offers Staffing meets project requirement.  5 6 7	Design, location, hours of operation, and program staffing clearly supports required program components.  8 9 10

<b>5) Timeline/Startup</b>	<p>Timeline unclear or unrealistic. No job descriptions or resumes included.</p> <p>1 2 3 4</p>	<p>Sufficient outline of a realistic timeline for startup. Includes job descriptions or resumes.</p> <p>5 6 7</p>	<p>Detailed and realistic timeline for startup including information on staffing, training, vendor acquisition, and policies and procedures. Job descriptions or resumes attached.</p> <p>8 9 10</p>
<b>6) Equity, Diversity, Inclusion: reducing disparity in service accessibility and outcomes</b>	<p>Response is unclear, incomplete, or does not address disparity reduction. Has not analyzed current disparities. No specific examples.</p> <p>1 2 3 4</p>	<p>Agency has analyzed current disparities. Has some examples of current disparities and plans to respond.</p> <p>5 6 7</p>	<p>Evidence of a culture of Equity/Diversity/Inclusion; evidence of work to engage marginalized communities; robust analysis of disparities, detailed examples of agency response to the identified disparities.</p> <p>8 9 10</p>
<b>7) Experience with HMIS or similar data tracking along with tracking expenditures and fiscal integrity.</b>	<p>No or very little experience with HMIS or comparable data systems. Minimal to no experience with expenditure tracking and lack of fiscal integrity</p> <p>1 2 3 4</p>	<p>Adequate experience with HMIS/comparable data systems. Some detail regarding data quality management. Expenditure tracking is in place and fiscal integrity is satisfactory.</p> <p>5 6 7</p>	<p>Extensive experience with HMIS, including detailed system to ensure data quality and timeliness. Well versed in tracking expenditures and clearly demonstrates fiscal integrity.</p> <p>8 9 10</p>
<b>8) Agency resources, partnerships, and collective impact.</b>	<p>Agency does not demonstrate an ability to leverage resources, nor utilize collective impact.</p> <p>1 2 3 4</p>	<p>General description of services to be offered. Agency demonstrates moderate ability to leverage outside resources. Response reflects sufficient description of collective impact strategy.</p> <p>5 6 7</p>	<p>Clearly and succinctly describes details of services to be offered by the project &amp; how the project will connect to other resources for services not directly offered. Agency demonstrates a depth of community partnerships and an ability to leverage funding for maximum participant outcomes.</p> <p>8 9 10</p>



<b>9) Budget and Budget Narrative</b>	Budget and narrative are vague, incomplete, and/or includes unallowable costs.  1 2 3 4	Budget and narrative adequately demonstrate overall project plan. Narrative addresses staff/FTE, materials and services.  5 6 7	Budget and narrative include a high level of detail to fully understand project design and goals. Budget is realistic given level of funding and consistent with allowable costs. Narrative includes detailed staff/FTE, justifies non-staff expenses and includes in-kind contributions.  8 9 10
<b>10) Anticipated clients served for Homeless Prevention Services for West and South Lane County and agency's experience meeting HTBA Guidelines.</b>  <b>*Scored for agency's responding to Homeless Prevention Services for West and South Lane County.</b>	Does not serve clients in the designated areas. No to minimal experience meeting HTBA guidelines.  1 2 3 4	Anticipated to serve clients in the designated areas of West and South Lane County with adequate experience in meeting HTBA guidelines.  5 6 7	Anticipated and demonstrated to serve clients in the designated areas of West and South Lane County. Extensively demonstrates knowledge and experience in meeting HTBA guidelines.  8 9 10
<b>11) Compliance with relevant local, state and federal regulations that apply to service of children under 18</b>  <b>*Scored for agencies responding to homelessness Prevention Services for Youth.</b>	Proposal shared brief example of how agency will comply with relevant local, state and federal regulations that apply to service of children under 18.  1 2 3 4	Proposal shared sufficient example of how agency will comply with relevant local, state and federal regulations that apply to service of children under 18.  5 6 7	Proposal shared detailed and comprehensive example of how agency will comply with relevant local, state and federal regulations that apply to service of children under 18.  8 9 10

	<b>Total Score ____/100</b>
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**PART VI- ATTACHMENTS**

Attachment A-Service Descriptions/Funding Sources

Attachment B-Lane County Contract

## ATTACHMENT A-SERVICE DESCRIPTIONS/FUNDING SOURCES

### **Emergency Housing Assistance (EHA)**

Emergency Housing Assistance (EHA) provides State of Oregon funds to supplement effective existing local programs and/or establish new programs designed to prevent and reduce homelessness. EHA can serve households that are homeless or unstably housed with an income that is at or below 80% area median income.

Development of a client service or housing plan is required for those clients receiving more than one-time only services. Plans are required to be client-driven, using input and goalsetting by the client. Existing and active service/housing plans with other providers may be used and amended for this purpose.

Legislatively targeted populations for EHA include veterans, seniors over 65 years of age, persons with disabilities, farmworkers, and Native Americans.

Homelessness Prevention can pay for prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing.

- Housing costs such as mortgage/manufactured home payments and arrearages (arrears limited to 6 months)
- Housing costs such as rent payments and security deposit (inclusive of first, last, pet rent, and if accepted by landlord as an incentive, forward rent), and late fees
- Rent arrears
- Rental- related expenses
- Rent/Lease to own payments
- Manufactured home rental space “lot rent” or RV space lot if used for primary housing
- Utility payments and arrearages (including water, sewer, garbage, gas, electricity, phone, internet)
- One time food benefit
- Transportation such as bus/train passes, gas vouchers, Uber/Lift Cab fares, car repair/insurance
- Program delivery

Homeless Prevention *supportive services* are designed to enable persons to continue living in their own homes when in-home supportive programs are not available or accessible in their service area. Case manager must document in the client file, the efforts to find other in-home service options.

Providers must consult OHCS EHA Manuals and Guidelines for a full list of eligible costs and services.

### **Elderly Rental Assistance (ERA)**

Elderly Rental Assistance (ERA) provides State of Oregon funds to defray the cost of rental housing for very low-income households that are unstably housed or at risk of homelessness, where at least one household member is 58 years or older with 50% Area Median Income.

ERA can pay for prevention services to enable households who are at imminent risk of homelessness or unstably housed and at risk of losing existing housing, to regain stability in their current housing or other permanent housing.

ERA funding may be used to support staff and related costs necessary to assist the client in activities that will stabilize the client's housing status. Eligible services include, but are not exclusive to:

- Housing costs such as mortgage/manufactured home payments and arrearages (arrears limited to 6 months)
- Housing costs such as rent payments and security deposit (inclusive of first, last, pet rent, and if accepted by landlord as an incentive, forward rent), and late fees
- Rent arrears
- Rental- related expenses
- Rent/Lease to own payments
- Manufactured home rental space "lot rent" or RV space lot if used for primary housing
- Utility payments and arrearages (including water, sewer, garbage, gas, electricity, phone, internet)
- One time food benefit
- Transportation such as bus/train passes, gas vouchers, Uber/Lift Cab fares, car repair/insurance
- Program delivery

Subgrantees and subrecipients are expected to link program participant(s) to other longer term case management and support resources whenever feasible through other programs within the agency, or through programs offered by local branches of state offices and/or other community providers.

Providers must consult OHCS ERA Manuals and Guidelines for a full list of eligible costs and services.

### **Housing Stabilization Program (HSP)**

The Housing Stabilization Program (HSP) provides temporary financial assistance and support services to stabilize housing for low-income (up to 250% FPL) eligible families who are unstably housed. Households currently receiving Temporary Assistance for Needy Families (TANF) are to be prioritized. HSP funds are available for four program components: housing related costs, auxiliary services, case management and data collection. Subrecipient must coordinate/collaborate with DHS. Applicants can be deemed eligible with a DHS referral. Proof of citizenship required.

U.S. Department of Health and Human Services, Temporary Assistance for Needy Families (TANF) federal funds are provided for the program through an interagency agreement with the Oregon Department of Human Services. As pursuant to 45 CFR 260.31, the program's purpose is to assist eligible needy families with non-recurrent, short-term benefits that:

- Deal with a specific crisis situation or episode of need; AND
- Are not intended to meet recurrent or ongoing needs; AND
- Will not extend beyond four months.

Providers must consult OHCS HSP manuals and Guidelines for a full list of eligible costs and services.

## Emergency Solutions Grant – Homeless Prevention (ESG)

The Emergency Solutions Grant (ESG) provides federal funds to assist individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis.

Households may receive 24 months of rental assistance during any 3-year period, which can be provided as Short-term assistance (up to 3 months) or Medium-term assistance (more than 3 months but less than 24). Re-evaluations of eligibility for continued receipt of homelessness prevention are required every three (3) months. ESG funds and services may include:

- Rental application fees
- Security deposit
- Last month's rent
- Moving costs
- Standard utility deposit
- Utility payment
- Housing search and placement
- Housing stability case management
- Mediation
- Legal services
- Credit repair

Providers must consult OHCS ESG Manuals and Guidelines for a full list of eligible costs and services.

While providing homelessness prevention assistance to a program participant, the subrecipient must:

- (a) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and
- (b) Develop a plan to assist the program participant to retain permanent housing after assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area. Plans are required to be client-driven, using input and goal setting by the client.
- (c) Acquire a Rental Agreement/Lease, complete Rent Reasonableness and Fair Market Rent documentation.

Case management includes the following services:

- Using a coordinated entry process under the direction of the continuum of Care (note at this time Lane County's Continuum of Care does not require Coordinated Entry as an access point for Homeless Prevention services).
- Conduct initial evaluation, including verification and documentation of eligibility;
- Developing securing and coordinating services;
- Obtaining federal, state, and local benefits;
- Monitoring and evaluating participant's progress in the program;
- Developing an individualized, client-driven housing stability service plan; and
- Conducting periodic re-evaluations of participant's eligibility and types and amounts of assistance needed.

### **Human Services Commission (HSC)**

The Human Services Commission of Lane County funds or provides services that empower Lane County community members to address basic needs to live with dignity, self-reliance, and optimum health. The Human Services Commission (HSC) is an intergovernmental body comprised of representatives from Lane County, the City of Eugene, and City of Springfield. Human Services Commission funds are allocations of general funds from the local jurisdictions of Lane County, the City of Eugene, and the City of Springfield.

### **HOME Tenant-Based Assistance (HTBA)**

The budgeted EHA amounts for South Lane County and West Lane County include funds related to staffing HOME Tenant-Based Assistance (HTBA) case management. Rental Assistance/Security and Utility Deposit funds are disbursed directly by Lane County and are not included in this allocation.

It is anticipated that at least the following number of households residing outside of the Eugene/Springfield metro area will be assisted with at least monthly case management through this project during the grant period:

### **HTBA Project Description**

The HOME TBA Program provides rent assistance for up to 24 months to very low income (<50% Area Median Income (AMI)) tenants residing in rural areas of Lane County (outside Eugene/Springfield city limits) to pay a portion of monthly housing costs, as well as refundable security deposit and utility deposit/s, if needed. Eligible households receive rent assistance for a unit of their choice provided the unit meets all program requirements. The level of rent subsidy is determined by a number of factors including the income of the household, the unit's rent and utility costs, and the rent standard for that unit structure. All participating tenants are required to pay at least 30% of their adjusted gross income toward their rent and utilities. The minimum household contribution is \$10. While enrolled in HTBA, households participate in case management and complete a self-sufficiency program.

### ***HTBA Eligibility and Target Population***

As HTBA seeks to assist low-income households by supplementing housing costs, the target population will be individuals (single adults) and families with children who are literally homeless, at-risk of homelessness, or otherwise unstably housed, as well as those who are fleeing domestic violence.

Households must be below 50% Area Median Income at the time of application and below 80% AMI at time of renewal.

The HOME program eligibility excludes students who meet the criteria outlined in 24 CFR 5.612.

Households are further prioritized based on the locally established Tenant Selection Plan.

Households served under HTBA must meet EHA eligibility and housing status requirements (Category 1, 2, 4 or 5) when EHA is used for case management. Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) prohibits the provision of non-exempted "federal public benefits" to a non-citizen who is not a "qualified non-citizen" or "qualified alien." However, the Act allows a nonprofit

charitable organization to choose to not determine, verify, or otherwise require proof that an applicant is a qualified non-citizen before providing benefits.

The HOME program requires use of a central waiting list and Tenant Selection Policy. The waiting list identifies all interested applicants and documents the process by which their eligibility is confirmed and the order in which they can be offered assistance. Agencies selected through this RFQP will submit applications for HTBA assistance on behalf of households wishing to apply for assistance. Lane County will place all applications on a central HTBA waiting list. Applications are accepted on a rolling basis; however funds may not be available at the time of application. Applicants are then selected from the waiting list in the order established by the local Tenant Selection Policy.

### ***HTBA Tenant Selection Policy***

Priority may be given if a household meets one or more of the following vulnerability criteria (in order):

1. Applicant is fleeing domestic violence
2. Immediate risk of homelessness (eviction notice)
3. Household includes dependent children under age 17 (families with children)
4. Household includes a member who has a documented disability

Households not meeting the above criteria will be selected only after any household meeting the above criteria has been selected, and in the order of application date.

### ***HTBA Fair Housing and Affirmative Marketing***

As a requirement of HTBA, agencies must have a marketing plan which includes the following information:

- Method of informing the public regarding HOME TBA program and application process;
- Approach to reach all eligible households, with particular attention given to those households “least likely to apply” and how they will be targeted;
- Where and how to apply for assistance, including hours during which applications and inquiries will be accepted;
- Alternative options available for completing applications for persons with a barrier to applying in person or in writing;
- Information on fair housing, non-discrimination, and equal access.

Agencies must comply with all applicable federal, state, and local laws. Agencies may not discriminate based on race, color, national origin, religion, sex, familial status, or disability.

### ***HTBA Required Services and Activities***

The minimum services that must be provided include:

- Application Access Point
  - Agency must specify reasonable business hours during which applications or inquiries regarding the HOME TBA program will be accepted.
  - Agency will gather all required documentation from the applicant and submit a full, complete application on their behalf to Lane County.

- Agency will communicate eligibility status, level of subsidy, as well as program and contract requirements to the tenant, as directed by Lane County.
- Housing Identification
  - Agency will assist households in navigating and understanding the housing search process (i.e. understanding how to apply, where to locate units, etc.) and what unit(s) they are eligible for under HTBA.
  - Whenever possible, agencies should assist households in identifying available housing units and securing a lease with the property owner.
- Landlord Communication and Coordination
  - Agency must generally act as liaison between the tenant/household/applicant, Lane County, and the landlord regarding the HTBA application process, requirements and expectations.
  - Agency staff will, as needed, coordinate signing of lease agreement and HTBA contract between landlord, tenant, and Lane County.
  - Agency staff will communicate with tenant, landlord, and Lane County at the time of contract expiration to determine eligibility for renewal.
- Financial Assistance
  - Agency will communicate with the household to ensure understanding of the level of subsidy approved, monthly payment amounts expected, contract period, etc.
- Case Management
  - Completion of a HTBA Self-Sufficiency Plan with the household is required upon application, and is to be updated at least quarterly, as well as at Exit.
  - Case management must be provided at least monthly and should focus primarily on alleviating barriers to maintaining stability in housing and achieving self-sufficiency.
  - Case management must also connect households to community supports and mainstream benefits to assist in maintaining housing stability after the program ends.
  - Case Note and Self-Sufficiency Plans must be submitted to Lane County at least quarterly.
- Information and Referral
  - Agency should provide information and referrals for other services households may need that are outside of the scope of HTBA, such as substance use treatment, mental, physical, or behavioral health services, childcare, employment or education, etc.
- Follow Ups
  - 6 and 12 month follow ups must be completed post-exit for participants exiting to a permanent housing destination.

### **HTBA Performance Outcomes and Reporting**

All performance outcomes will be based on data entered into the HMIS (Wellsky). Service Provider will be expected to report on outcome progress no less than annually including, but not limited to, the total participants enrolled in the program, demographic information of program participants, Exit destination, length of stay, and other measures of housing stability. At minimum, performance outcomes will include:

- At least 80% of participants enrolled will exit to permanent housing



- At least 85% of those exiting to a permanent destination will remain permanently housed at 6 and 12 month follow up

In addition to program-level outcomes noted above, Lane County will also review system-level outcomes such as:

- Reduction of overall number of people experiencing homelessness
- Reduction of number of people experiencing homelessness for the first time
- Increased placement in and exit to permanent housing
- Increased income from all sources

### **HTBA Eligible Costs and Activities**

General, eligible program costs include:

- Case Management, Housing Location Staff and Associated Supervision
- Housing Location/Stabilization Services (e.g. housing search, tenant counseling, arranging for utilities, assessment of housing barriers, housing stability planning, arranging for moving, negotiating with landlords, submitting rental applications, etc.)
- Administration
- HMIS (Data Entry and Technology Needs)

For further guidance and information you are welcome to visit Oregon Housing and community Services on their website:

[Oregon Housing and Community Services : Forms & Manuals : For Providers : State of Oregon](#)

LANE COUNTY CONTRACT (Boilerplate)

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and payment to CONTRACTOR by COUNTY as noted on the previous pages, for the periods of this Contract as previously designated, it is mutually agreed as follows:

1. **Contract Requirements:** CONTRACTOR will meet all requirements laid out in Exhibit A – Additional Terms and Conditions, including Grant Program and Compliance Requirements, Exhibit I - State Funding Assurances, Exhibit J – CDBG Funding Requirements Eugene, Exhibit K – CDBG Funding Requirements Springfield, if applicable.
2. **Contractor Services:** CONTRACTOR will perform as an independent contractor and not as an agent of the COUNTY the necessary services to conduct the specific program(s) described in Exhibit B – Program Plan by this reference made a part hereof at a funding level described in Exhibit C – Budget Plan by this reference made a part hereof. CONTRACTOR will not deny service to any eligible Lane County resident on the grounds of inability to pay.
3. **Match:** CONTRACTOR will provide non-federal match at a level indicated in Exhibit D – Match.
4. **Culturally Diverse and Appropriate Services:** CONTRACTOR will demonstrate, through its actions, an understanding and appreciation for diversity and difference in its clients and/or consumers. This will be demonstrated through the provision of equal access to services for all individuals. CONTRACTOR will respect and value gender, language, race, developmental ability, and socioeconomic diversity in its clients, and will respect the client’s right to privacy in such areas as religious faith, political beliefs and sexual orientation. All individuals will be treated with dignity and respect regardless of gender, language, race, developmental ability, religion, political beliefs, sexual orientation, and socioeconomic level.

All services provided will be culturally, developmentally, and gender appropriate to the individuals receiving the service and will respect the privacy of the client. COUNTY reserves the right to review information regarding efforts to deliver services that benefit a diverse population.

5. **Client Confidentiality:** CONTRACTOR must protect and must require and cause its subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Contract. Neither CONTRACTOR nor its subcontractors or vendors may release or disclose any such information except as necessary for the administration of the program funded under this Contract, as authorized in writing by the client, applicant or recipient of such services, or as required by law. CONTRACTOR, its subcontractors and its vendors must appropriately secure all records and files to prevent access by unauthorized persons.

CONTRACTOR must ensure and must require and cause its subcontractors and vendors to ensure that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

6. **Reporting:** CONTRACTOR agrees to prepare and furnish all reports and data required by COUNTY. This may include, but is not limited to the items described in A through D below. All required reports must be submitted to <https://laneco.sharefile.com/filedrop/dxcb90c1-bfdd-4886-aa60-2c12aada997f> within thirty (30) days of the end of the reporting period. If CONTRACTOR fails to provide reports within the required period, payment of monthly reimbursement may be withheld.

- 6.1. A complete report of operating revenue and expenses for contracted services submitted to COUNTY quarterly.

- 6.1.1 Separate revenue accounts must be maintained for each income source and type listed in the approved budget.
  - 6.1.2 Separate expense accounts must be maintained for each program and/or service element provided.
  - 6.1.3 This financial report must include a detailed comparison of revenues and expenses to the approved budget for the period.
- 6.2. A copy of corporate/organizational balance sheet, submitted to COUNTY quarterly.
  - 6.3. Copies of the agenda and minutes of meetings of the board of directors submitted to COUNTY quarterly.
  - 6.4. Any additional reports specified in Exhibit E – Special Reporting Requirements.
- 7. **Lane Manual:** CONTRACTOR agrees to comply with the rules and regulations of COUNTY, marked Exhibit F – Lane Manual, by this reference incorporated herein.
- 8. **Termination / Corrective Action:**
    - 8.1. This Agreement may be terminated at any time by mutual written consent of the Parties.
    - 8.2. COUNTY may terminate this Agreement as follows:
      - 8.2.1 At COUNTY’s discretion, upon thirty (30) days advance written notice to CONTRACTOR;
      - 8.2.2 Immediately upon written notice to CONTRACTOR, if COUNTY fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in COUNTY’s reasonable and administrative discretion, to perform its obligations under this Contract;
      - 8.2.3 Immediately upon written notice to CONTRACTOR, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that COUNTY’s performance under this Agreement is prohibited or COUNTY is prohibited from funding the Contract from the funding source;
      - 8.2.4 Immediately upon written notice to CONTRACTOR, if COUNTY determines that CONTRACTOR has endangered or is endangering the health or safety of a client or others. CONTRACTOR's failure to start service on the date specified by COUNTY in this Contract (or subsequent modifications) could, in COUNTY’s sole discretion, be determined endangering to the health or safety of a client or others; or
      - 8.2.5 Immediately upon written notice if there is a denial, revocation, or non- renewal of any license, certificate, authorization or other approval required by applicable law or regulation to be held by the CONTRACTOR to provide services under this Contract.
      - 8.2.6 Immediately upon written notice to CONTRACTOR, if CONTRACTOR is in default under this Contract and such default remains uncured fifteen (15) days after written notice thereof to CONTRACTOR.
    - 8.3. All or part of this Contract may be terminated by CONTRACTOR for convenience upon ninety (90) days’ notice in writing, subject to the following condition: If the COUNTY has no alternative way to provide for the service, the contract may not be terminated by the CONTRACTOR for convenience.
    - 8.4. Upon receiving a notice of termination of this Contract, CONTRACTOR must immediately cease all activities under this Contract, unless COUNTY expressly directs otherwise in such notice. Upon

termination, CONTRACTOR must deliver to COUNTY all materials or other property that are or would be required to be provided to COUNTY under this Contract or that are needed to complete the Program work that would have been performed by CONTRACTOR. Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date.

8.5. In cases of failure to comply with terms of this Contract, including cases of major violations, defined below, contract termination may, but is not required to be, preceded by a corrective action plan.

8.5.1 Major violations include but are not limited to:

8.5.1.1. Acts or omissions which jeopardize the health or safety of clients, staff or the public; and

8.5.1.2. Misuse of funds; and

8.5.1.3. Intentional falsification of records.

8.5.2 In cases of failure to comply, written notice of non-compliance will be given and a corrective action plan may be developed by COUNTY or by COUNTY and CONTRACTOR. The plan will include specific activities to be conducted in order to permanently correct the procedures or practices, which caused the violations. The plan will also include timelines for achieving the stated activities. If these activities do not occur according to the corrective action plan, the contract may be terminated by COUNTY immediately upon written notice.

8.5.3 In the event that non-compliance has been determined by the COUNTY to jeopardize the health and safety of clients, staff or the public COUNTY may either:

8.5.3.1. Immediately suspend performance of services pending the development and implementation of a corrective action plan; or

8.5.3.2. Immediately upon written notice, terminate the contract.

8.6. If COUNTY determines no corrective action plan is appropriate, or if COUNTY and CONTRACTOR are unable to agree on a plan, COUNTY may terminate the contract in accordance with the terms of any applicable ground stated in paragraph 8.2 through 8.2.6.

9. **COUNTY Monitoring:** CONTRACTOR agrees that services provided under this Contract by CONTRACTOR; facilities used in conjunction with such services; client records; CONTRACTOR's policies, procedures, performance data, financial records and other similar documents and records of CONTRACTOR that pertain, or may pertain, to services under this Contract, will be open for inspection of COUNTY or its agents, at any reasonable time during business hours.

10. **Use of Data:** CONTRACTOR agrees to, and does hereby grant COUNTY the right to reproduce use and disclose for COUNTY purposes, all or any of the reports, data and technical information furnished to COUNTY under the contract.

11. **Recovery of Fund and Reallocation:**

11.1. CONTRACTOR's expenditures may be charged to this Contract only if they (a) are in payment for services performed under this Contract; (b) conform to applicable state and federal regulations and statutes; (c) are in payment of an obligation incurred during the contract period; and (d) are not in excess of 100 percent of program costs. Any contract funds spent for purposes not

authorized by this Contract will be deducted from payments or refunded to the COUNTY no later than thirty (30) days after the contract's expiration.

- 11.2. CONTRACTOR may not transfer funds provided under this Contract from one service to another without prior written approval of COUNTY.
- 11.3. In the event of early termination, cancellation, or suspension of this Contract, the CONTRACTOR will submit a report of expenditures to COUNTY. Any COUNTY funds on hand and not encumbered for authorized expenditures at the date of termination, cancellation, or suspension will be refunded to the COUNTY according to the instructions furnished to the CONTRACTOR by the COUNTY.
- 11.4. Under the following circumstance, COUNTY may recover from CONTRACTOR the financial assistance paid to CONTRACTOR under this Contract:
  - 11.4.1 If CONTRACTOR fails to have an independent certified public accountant audit federal funds in a manner that complies with Exhibit G of this Contract, COUNTY may recover from CONTRACTOR all federal funds paid to CONTRACTOR under this Contract.
  - 11.4.2 If federal authorities demand repayment of all or a portion of the federal funds or disallow payment of all or a portion of the federal funds to COUNTY under this Contract, COUNTY may recover from CONTRACTOR that portion of the federal funds necessary to satisfy the federal repayment demand or disallowance.
  - 11.4.3 If an expenditure of financial assistance paid to CONTRACTOR under this Contract does not result in the delivery of a service in accordance with the terms and conditions of this Contract including, but not limited to, the grant award, any specialized service requirements and the relevant service description, COUNTY may recover the amount of the expenditure from CONTRACTOR.

12. **Financial Statement:** CONTRACTOR will provide COUNTY with a copy of a current financial statement, Special Federal Requirements, Exhibit G, notwithstanding, the financial statement will be provided on an annual basis; said financial statement to be completed within 150 days following completion of CONTRACTOR's fiscal year. Financial statement will be submitted to <https://laneco.sharefile.com/filedrop/dxcb90c1-bfdd-4886-aa60-2c12aada997f>. The minimal level of assurance will be determined by the amount of funds CONTRACTOR received from COUNTY, as listed below. Title XIX and Beer and Wine Tax revenue are to be included in determining the amount of funds received.

\$250,000 and over - audited financial statement;  
\$100,000-\$249,999 – review statement;  
Under \$100,000 - compilation statement.

The audited financial statement and the review statement will be prepared by an independent certified public accountant. The compilation statement may be prepared by either a public accountant or a certified public accountant.

The audited financial statement will include a management letter from the accounting CPA.

SPECIAL NOTE SINGLE AUDIT: Non-profit organizations that expend \$750,000 or more in a year in federal awards will have a single or program specific audit conducted for that year in accordance with the provisions of OMB's Uniform Guidance.

13. **Contractor Services:** The delivery of each service will comply with the terms and conditions of the Contract between COUNTY and CONTRACTOR and meet the standards for such service as set forth herein and including but not limited to, any terms, conditions, standards and requirements set forth in the Master Grant Agreement (MGA) in place between COUNTY and OHCS and applicable work plans. The current MGA is incorporated herein by this reference. CONTRACTOR and any subcontractors will comply with all applicable provisions of the current MGA as if CONTRACTOR were the COUNTY. In addition, in regard to contracted and subcontracted services, COUNTY will have all of the rights and benefits of provisions in the current MGA to the same extent as OHCS. Services under this Contract will be provided only to persons eligible for services under Oregon law and COUNTY guidelines.
14. **Notice:** Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this Contract, notice may be given to the person executing the Contract on behalf of that party.
15. **Compliance with Coronavirus Guidelines, Laws, Rules, and Orders:** The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and believed to spread mainly from person-to-person contact. Each of the parties is and must remain familiar with the Centers for Disease Control Prevention guidelines and with federal, state, and local laws, rules, and orders regarding COVID-19 throughout the term of this Contract. Each of the parties acknowledges that it understands the circumstances regarding COVID-19, and in carrying out its obligations under this Contract, each will take all necessary precautions, including those set out in the guidelines, laws, rules and orders described in this paragraph. The parties agree that they have anticipated the costs of compliance with the present guidelines, rules, laws, and orders in establishing their obligations under this Contract, and that no claim will be made by either party for such compliance. However, in the event that after the effective date of this Contract the referenced COVID-19 guidelines, laws, rules, and orders are changed in such a way as to adversely affect the parties' carrying out of their obligations under this Contract, either party so affected must give notice to the other party of any potential need to modify the Contract to accommodate or respond to such changes in the guidelines, laws, rules, and orders.
17. **Multiple Counterparts:** This Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one Contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract and any amendments so executed will constitute one original.
18. **Proselytization:** If CONTRACTOR represents that it is, or may be deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes, which

is supervised or controlled by, or in connection with a religious or denominational institution or organization, then CONTRACTOR certifies that:

- 18.1. CONTRACTOR agrees to provide public services in a manner free from religious influence;
- 18.2. CONTRACTOR will not discriminate in employment practices based on religion;
- 18.3. CONTRACTOR will not discriminate against program applicants based on religion;
- 18.4. CONTRACTOR will not give preference to certain religions in the provision of services;
- 18.5. CONTRACTOR will provide no religious instructions while providing the public services;
- 18.6. CONTRACTOR will not provide religious services or other forms of proselytizing while providing the public services; and
- 18.7. CONTRACTOR will exert no other religious influence in providing services.

19. **Contractor Certifications:** By execution of this Contract, CONTRACTOR certifies under penalty of perjury the following:

- 19.1. The person signing this Contract has authority to execute this Contract on behalf of CONTRACTOR and to bind CONTRACTOR to its terms.
- 19.2. CONTRACTOR is in compliance with and will abide by all federal requirements described in Exhibit G of this Contract.
- 19.3. CONTRACTOR is not employed by or contracting with the federal government for the work covered by this Contract.
- 19.4. CONTRACTOR has not discriminated against minority, women or small business enterprises or a business that is controlled by or that employs a disabled veteran as defined in ORS 408.225.
- 19.5. CONTRACTOR has established or before starting the Program work will establish a formal statement of nondiscrimination in its employment policy and that it enforces such policy.
- 19.6. CONTRACTOR will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Services.
- 19.7. CONTRACTOR prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- 19.8. CONTRACTOR has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
  - 19.8.1 All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - 19.8.2 Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed; and
  - 19.8.3 Any rules, regulations, charter provisions or ordinances that implemented or enforced any of the forgoing tax laws or provisions.



- 19.9. Pursuant to ORS 305.385(6) and OAR 150-305-0302, the person signing this Contract hereby swears and affirms under penalty of perjury that, to best of their knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380 (4).
- 19.10 Neither CONTRACTOR nor any of its principals, officers, directors, or employees:
- 19.10.1 Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or COUNTY;
  - 19.10.2 Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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 related to 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;
  - 19.10.3 Is 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 subsection 19.10.2 above;
  - 19.10.4 Has within a three-year period preceding this Contract had one or more public transactions (federal, State or local) terminated for cause or default; and
  - 19.10.5 Is included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> .