

STATE OF WASHINGTON DEPARTMENT OF COMMERCE

REQUEST FOR PROPOSALS (RFP)

RFP NO. 17-46117-502

NOTE: If you download this RFP from the Department of Commerce website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.

PROJECT TITLE: OFFICE OF HOMELESS YOUTH CRIMINAL JUSTICE TRAINING

PROPOSAL DUE DATE: May 26, 2017 – 4:00 P.M., *Pacific Standard Time,* Washington, USA.

E-mailed bids will be accepted. Faxed bids will not.

BIDDERS WEBINAR: May 4, 2017 – 10:30 A.M. *Pacific Standard Time*, Washington. Register via <u>https://attendee.gotowebinar.com/register/4260181329284949763</u>

ESTIMATED TIME PERIOD FOR CONTRACT: July 17, 2017 – June 30, 2018

APPLICANT ELIGIBILITY: This procurement is open to those applicants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

CONTENTS OF THE REQUEST FOR PROPOSALS:

- 1. Introduction
- 2. General Information for Applicants
- 3. Proposal Contents
- 4. Evaluation and Award
- 5. Application
- 6. Glossary
- 7. Exhibit Á: Sample Grant Agreement

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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The purpose of this request for proposals is to establish a statewide training program on homeless youth for criminal justice personnel.

Background

The Office of Homeless Youth Prevention and Protection Programs (OHY) leads statewide efforts to reduce and prevent homelessness for youth and young adults through five priority areas including safe and stable housing, family reconciliation, permanent connections, education and employment, and social and emotional wellbeing.

The Office of Homeless Youth provides funding for six statewide programs that provide outreach, shelter, and housing to runaway and homeless youth.

The Office of Homeless Youth's vision is that every family and youth in Washington State has the individualized support they need so that no young person has to spend a single night without a safe and stable home. Every community has services that are equitable, accessible, effective, responsive, and coordinated.

1.2. FUNDING OPPORTUNITY

The Office of Homeless Youth is required, per RCW 43.330.715, to establish a statewide training on homeless youth for criminal justice personnel. The training must include:

- a) Identifying homeless youth
- b) Existing laws governing the intersection of law enforcement and homeless youth
- c) Best practices for engaging homeless youth in services

The Office of Homeless Youth will award up to \$30,000 to support the development of the criminal justice training to include the following deliverables and key components as part of the scope of work.

Note: award is contingent upon final 2017 - 2019 Biennial budget funding appropriations.

DELIVERABLES

- 1. Develop a training covering the components listed below, which is widely and easily accessible to criminal justice staff who intersect with runaway and homeless youth. Although not required, it is preferred the training have web-based capabilities to support ongoing accessibility.
- 2. Develop an in-person forum or forums for criminal justice staff to discuss key takeaways from the training curriculum, strategies for engaging runaway and homeless youth, and ideas for strengthening criminal justice staff relationships with services providers. The forum(s) should include participation from criminal justice staff, service providers, and to the extent possible currently or formerly homeless youth.
- 3. Provide a monthly update regarding progress towards deliverables, which may include project milestones, training outlines or slides, training or forum agendas, and any limitations or constraints, which could impact the timely completion of work.

KEY COMPONENTS

Identifying Homeless Youth

- 1. Terminology, definitions, and subpopulations of homeless youth
- 2. Landscape and prevalence of youth homelessness in Washington State
- 3. Causes and characteristics of youth homelessness
- 4. Social profiling of homeless youth including myths and stereotypes

- 5. Gaps in services and barriers to helping youth return home or find stable housing
- 6. Unique experiences and challenges faced by homeless youth who are disproportionately represented including LGBTQ youth, youth of color, sexually exploited youth, youth with disabilities, and youth formerly in the child welfare or juvenile justice system

Intersections of Law Enforcement and Homeless Youth

While this may not be an exhaustive list of all laws that intersect with runaway and homeless youth, these laws have been identified as most relevant to criminal justice staff. Grantees should provide an overview of each to the extent necessary to educate criminal justice staff on statutorily mandated roles and resonsiblities, and the availability of resources.

State Laws

- 1. Homeless Housing and Assistance (RCW 43.185C)
 - a. Duties of officer taking child into custody (RCW 43.185C.260-RCW 43.185C.275)
 - b. Unauthorized leave from crisis residential centers (43.185C.285, 43.185C.305 (4))
 - c. Child admitted to secure facility (43.185C.290)
 - d. Removal to another center or secure facility Placement in secure juvenile detention facility (RCW 43.185C.310)
- 2. Family Reconciliation Act (RCW 13.32A)
 - a. Unlawful harboring of a minor (RCW 13.32A.080)
 - b. Providing shelter to minor Requirement to notify (RCW 13.32A.082)
 - c. Providing shelter to minor Immunity from liability (RCW 13.32A.084)
 - d. Unlicensed youth shelter or unlicensed runaway and homeless youth program Private right of action or claim (RCW 13.32A.085)
 - e. Duty of law enforcement agencies to identify runaway children under RCW 43.43.510 (RCW 13.32A.086)
 - f. Temporary out-of-home placement in a semi-secure crisis residential center (RCW 13.32A.125)
 - g. Child in need of services petition (RCW 13.32A.140 RCW 13.32A.170)
 - h. At risk youth petition (RCW 13.32A.191-RCW 13.32A.198)
- 3. Abuse of Children (RCW 26.44)
 - a. Reports- Duty and authority to make (RCW 26.44.030)
 - Abuse or neglect of child Duty of law enforcement agency or Department of Social and Health Services (RCW 26.44.050)
- 4. Compulsory School Attendance and Admission (RCW 28A.225)
 - a. Information for students and parents (RCW 28A.225.005)
 - b. Attendance mandatory (RCW 28A.225.010)
 - c. Community truancy boards (RCW 28A.225.025-RCW 28A.225.0261)
 - d. Petition to juvenile court for violation by parent or child (RCW 28A.225.030)
 - e. Petition to juvenile court Contents Court action Referral to community truancy board or other coordinated intervention (RCW 28A.225.035)
 - f. Custody and disposition of child absent from school without excuse (RCW 28A.225.060)
 - g. Court orders Penalties-Parent's defense (RCW 28A.225.090)
 - h. Enforcing officers not personally liable for costs (RCW 28A.225.140)
- 5. Indian Child Welfare Act (RCW 13.38)
 - a. Finding and intent (RCW 13.38.030)
 - b. Determination of Indian status (RCW 13.38.050)
 - c. Jurisdiction (RCW 13.38.060)
 - d. Involuntary foster care placement, termination of parental rights (RCW 13.38.130)
 - e. Emergency removal or placement of Indian child (RCW 13.38.140)
 - f. Improper removal of Indian child (RCW 13.38.160)
 - g. Placement preferences (RCW 13.38.180)

Federal Laws

- 1. McKinney-Vento Homeless Assistance Act-Education for Homeless Children and Youth (42 U.S.C § 11431- 11435).
 - a. Local Educational Agency Requirements (U.S.C § 11432, g3)
 - b. Comparable Services (U.S.C. § 11432, g4)
 - c. Coordination (U.S.C. § 11432, g5)
 - d. Local Educational Agency Liaison (U.S.C. § 11432, g6)
- 2. Runaway and Homeless Youth Act (42 U.S.C.§ 5701-5752)
 - a. Findings (42 U.S.C. § 5701)
- 3. Indian Child Welfare Act (25 U.S.C.)
 - a. Congressional finding (25 U.S.C.§ 1901)
 - b. Congressional declaration of policy (25 U.S.C.§ 1902)
 - c. Indian tribe jurisdiction over Indian child custody proceeding (25 U.S.C.§ 1911)
 - d. Placement of Indian child (25 U.S.C. § 1915)
 - e. Improper removal of child from custody (25 U.S.C. § 1920)
 - f. Emergency removal or placement of child (25 U.S.C. § 1922)

Local Laws

Local laws related to the use of public spaces and quality of life issues such as panhandling, loitering, obstructing sidewalks, etc.

Legal Resources

Provide an overview of appropriate legal resources that focus on issues relevant to runaway and homeless youth, which may include, but not be limited to, the *Homeless Youth Handbook* (<u>www.homelessyouth.org</u>), Team Child (<u>www.teamchild.org</u>), Center for Children & Youth Justice (<u>www.ccyj.org</u>), Legal Counsel for Youth and Children (<u>www.lcycwa.com</u>), NW Immigrant Rights Project (<u>www.nwirp.org</u>), etc.

Engaing Youth in Appropriate Services

Office of Homeless Youth

- 1. Provide an overview of the Office of Homeless Youth including its mission, vision, and priority areas for addressing youth and young adult homelessness including:
 - a. Stable housing
 - b. Family reconciliation
 - c. Permanent connections
 - d. Education and employment
 - e. Social and emotional wellbeing

Program and Services for Runaway and Homeless Youth

- 1. Provide an overview of programs and services for runaway and homeless youth including, but not limited to:
 - a. HOPE Centers
 - b. Secure/Semi-Secure Crisis Residential Centers
 - c. Street Youth Services
 - d. Young Adults Shelters
 - e. Young Adult and Independent Youth Housing Programs
- 2. Overview of programs and services should cover where applicable:
 - a. Eligibility
 - b. Admission criteria
 - c. Referral sources and outreach
 - d. Policies for dependent youth

- e. Notification requirements
- f. Lengths of stay
- g. Services and assessments
- h. Circumstances when provider would not accept placement and/or referral
- i. Alternatives for when services are unavailable or unreachable

Best Practices

- 1. Provide an overview of best practices and strategies for engaging runaway and homeless youth in appropriate services including but not limited to:
 - a. Community policing strategies that have shown to facilitate effective engagement with runaway and homeless youth
 - b. Best practices utilized by providers including, but not limited to, positive youth development, trauma informed care, harm reduction, etc.
 - c. Outreach approaches and methodologies that facilitate identification, engagement, and assessment of runaway and homeless youth
 - d. Rapport building techniques and opportunities to support criminal justice staff in fostering positive relationships with runaway and homeless youth

1.3. OBJECTIVES

Ensure Training is Widely Accessible

With multiple levels of law enforcement in dozens of counties across Washington State, it may be difficult to reach all criminal justice staff who may benefit from the training. Furthermore, officers who spend most of their time on shift responding to calls may have little time to attend trainings. OHY seeks proposals that find creative solutions, such as web-based capabilities, to ensure the training is widely and easily accessible to criminal justice staff from around the state.

Strengthen Collaboration between Runaway and Homeless Youth Providers and Criminal Justice Staff

The OHY sees the Criminal Justice training as a tool to increase collaboration between runaway and homeless youth providers and criminal justice staff, as well as help criminal justice staff expedite referrals and/or placement of runaway and homeless youth in appropriate services.

Proposals that involve law enforcement in helping to design and/or administer the training are more likely to have success at getting buy-in from other criminal justice staff. OHY will give extra points to proposals, which involve direct collaboration between law enforcement and other entities (service providers, legal advocates, etc.). All formal collaborations must be supported by an MOU.

Increase Knowledge of Runaway and Homeless Youth Laws and Resources

One of the primary goals of the Criminal Justice training is to increase criminal justice staff knowledge of runaway and homeless youth programs, and expand options for officers seeking to help a young person return home or find safe and stable housing. The training is intended to help criminal justice staff understand roles and expectations set forth in statute that officers and service provider must follow when engaging unaccompanied or runaway youth. Having a deeper understanding of the laws equips criminal justice staff to find immediate options for young people; saving time and resources.

Increase Effective Engagement with Runaway and Homeless Youth

One of the first step in helping a young person off the streets is engaging them. Once this happens, a meaningful dialogue can occur to identify why a young person has run away or is experiencing housing instability. Law enforcement is often one of the first points of contact for runaway and homeless youth on the streets. Officers wishing to help young people find appropriate resources and support will benefit from developing effective strategies for engaging youth in positive relationships.

1.4. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 17, 2017, and to end on June 30, 2018. Amendments extending the period of performance, if any, shall be at the sole discretion of COMMERCE.

1.5. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.6. DEFINITIONS AND ACRONYMS

Definitions and acronyms for the purposes of this RFP include:

Apparent Successful Contractor – The applicant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Applicant – Nonprofit community/neighborhood based organization, housing authority, local government, community action council, federally recognized Indian tribe, or regional or statewide nonprofit housing assistance organization interested in the RFP and that may or does submit a proposal in order to attain a contract with COMMERCE.

Contractor – Applicant whose proposal has been accepted by COMMERCE and is awarded a fully executed, written contract.

COMMERCE – The Department of Commerce is the agency of the state of Washington that is issuing this RFP.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Applicant that submits a proposal in order to attain a contract with COMMERCE.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the applicant community to suggest various approaches to meet the need at a given price.

1.7. ADA

COMMERCE complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR APPLICANTS

2.1. **RFP COORDINATOR**

The RFP Coordinator is the sole point of contact in COMMERCE for this procurement. All communication between the Applicant and COMMERCE upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Cole Ketcherside
E-Mail Address	vouthhomeless@commerce.wa.gov
Phone Number	360-725-5056

COMMERCE will consider any other communication unofficial and non-binding. Applicants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Applicant.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	April 28, 2017	
Bidder's Webinar	<u>May 4, 2017, at 10:30 A.M. PST</u>	
Register via: https://attendee.gotowebinar.com/register/4260181329284949763		
Proposals due	<u>May 26, 2017, at 4:00 P.M. PST</u>	
Evaluate proposals	May 30- June 9, 2017	
Announce "Apparent Successful Contractors" and send notification via e-mail to unsuccessful proposers	June 13, 2017	
Hold debriefing conferences (if requested)	June 19 – 21, 2017	
Negotiate contract	July 5 - July 14, 2017	
Anticipated contract start date	July 17, 2017	

COMMERCE reserves the right to revise the above schedule.

2.3. ELIGIBLE APPLICANTS

Training must be provided where possible by an entity that has experience in developing coalitions, training, programs, and policy on homeless youth in Washington State.

If proposing to sub-contract with partners, the lead entity must have procedures in place to properly monitor and support sub-grantees.

Eligible agencies must comply with applicable federal, state, and local nondiscrimination laws and standards, including having non-discrimination hiring practices in place.

2.4. SUBMISSION OF PROPOSALS

The RFP Coordinator must receive the proposal no later than 4:00 P.M. on May 26, 2017.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in PDF format. Zipped files cannot be received by COMMERCE and cannot be used for submission of proposals. The Cover Sheet and Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Applicant to the offer. COMMERCE does not assume responsibility for problems with Applicant's e-mail. If COMMERCE's email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission. Proposals that do not arrive at the specified email by the submission deadline will not be accepted. Proposals that do not follow the specified format and/or meet the submission requirements will not be reviewed. Applicants should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless COMMERCE e-mail is found to be at fault. All proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

2.5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of COMMERCE. All proposals received shall remain confidential until the Apparent Successful Contractor is announced; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Applicant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Applicant has marked as "Proprietary Information," COMMERCE will notify the Applicant of the request and of the date that the records will be released to the requester unless the Applicant obtains a court order enjoining that disclosure. If the Applicant fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If an Applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, COMMERCE shall maintain the confidentiality of the Applicant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals, who have made the RFP Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Bid System (WEBS). The website can be located at https://fortress.wa.gov/ga/webs/. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website.

If you downloaded this RFP from the Agency website located at <u>www.commerce.wa.gov</u>, you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

COMMERCE also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required, as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. For information on certified firms, applicants may contact OMWBE at 360/753-9693 or <u>http://www.omwbe.wa.gov</u>.

2.8. COMPLAINT PROCESS

Applicants may submit a complaint to COMMERCE based on any of following:

- a) The solicitation unnecessarily restricts competition;
- b) The solicitation evaluation or scoring process is unfair; or
- c) The solicitation requirements are inadequate or insufficient to prepare a response.

A complaint may be submitted to COMMERCE at any time prior to 5 days before the bid response deadline. The complaint must meet the following requirements:

- a) The complaint must be in writing;
- b) The complaint must be sent to the RFP coordinator in a timely manner;
- c) The complaint should clearly articulate the basis for the complaint; and
- d) The complaint should include a proposed remedy.

The RFP coordinator will respond to the complaint in writing. The response to the complaint and any changes to the solicitation will be posted on WEBS. The Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE'S response. The complaint may not be raised again during the protest period. COMMERCE'S action or inaction in response to the complaint will be final. There will be no appeal process.

2.9. **RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

COMMERCE also reserves the right at its sole discretion to waive minor administrative irregularities.

2.10. MOST FAVORABLE TERMS

COMMERCE reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Applicant can propose. There will be no best and final offer procedure. COMMERCE does reserve the right to contact an Applicant for clarification of its proposal.

The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Applicant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to COMMERCE.

2.11. COSTS TO PROPOSE

COMMERCE will not be liable for any costs incurred by the Applicant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP

2.12. NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or COMMERCE to contract for services specified herein.

2.13. REJECTION OF PROPOSALS

COMMERCE reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.14. COMMITMENT OF FUNDS

The Director of COMMERCE or his delegate is the only individual who may legally commit COMMERCE to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

3. PROPOSAL CONTENTS

Proposals must be written in English and submitted **electronically** to the RFP Coordinator at <u>youthhomeless@commerce.wa.gov</u>. Unless otherwise specified each document must be submitted in PDF format <u>in the order noted below</u>:

- Cover Sheet
- Certifications and Assurances
- Funding Application
- Project Schedule
- Resumes
- Survey Questions
- Budget Worksheets (submitted as an excel document)
- Supporting documents (see 3.8 for definitions)
 - Organizational chart
 - Letters of support
 - o Partners agreements/MOU's/letters of commitment

Proposals must provide information in the prescribed order with the same headings. This will not only be helpful to the evaluators, but should assist the applicant in preparing a thorough response.

Items marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are mandatory and awarded points as part of the evaluation conducted by the evaluation team.

3.1. COVER SHEET (MANDATORY)

The Cover Sheet must be completed for grantees and subgrantees (if applicable).

3.2. CERTIFICATIONS AND ASSURANCES (MANDATORY)

The Certifications and Assurances must be signed and dated by a person authorized to legally bind the applicant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

3.3. APPLICATION (SCORED)

The application reflects the applicant's overall experience, approach, and plan for completing the work specified in the Scope of Work. This section must be completed in full.

3.4. PROJECT SCHEDULE (SCORED)

The project schedule reflects the applicant's proposed timeline for the completion of the work specified in the Scope of Work and includes the estimated start and end date of each stage of the project, as well as the key staff responsible for each stage of work.

3.5. RESUMES (SCORED)

Resumes must be submitted for each person who will be responsible for the completion of the work specified in the Scope of Work. Resumes should demonstrate the employees' experience in developing coalitions, training, programs, and policy on homeless youth in Washington State.

3.6. BUDGET WORKSHEET (SCORED)

The budget worksheet is the applicant's cost proposal for completing the work specified in the Scope of Work. Budget data should be entered using the budget worksheet provided in an excel file and submitted as a separate attachment. The Applicant **must specify a proposed hourly rate and estimated number of hours needed to complete the work**.

3.7. COMMERCE APPLICATION SURVEY (MANDATORY)

Survey questions must be completed by all applicants.

3.8. SUPPORTING DOCUMENTS (MANDATORY)

Supporting documents must be submitted, where applicable. Documents may be submitted as attachments separate from the application materials.

- 1. Organizational chart
- 2. Letters of Support (if applicable). Letters of support are written on behalf of individuals, organizations, companies, etc. that articulate support for the proposal.
- 3. Partner agreements/ MOUs/ letters of commitment (if applicable). These documents reflect agreements established between the applicant and the submitting entity that are relevant in providing services described in the proposal.

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by COMMERCE, which will determine the ranking of the proposals.

The RFP Coordinator may contact the Applicant for clarification of any portion of the Applicant's proposal.

4.2. EVALUATION SCORING

The following points will be assigned to the proposal for evaluation purposes:

Application	Maximum Points Available	105 points
Experience	40 points	
Approach	20 points	
Engagement	20 points	
Forum (s)	20 points	
Limitations	5 points	
Project Schedule		5 points
Resumes		5 Points
Collaboration with law enforcement		5 points
Completeness of application		5 points
Cost proposal		5 points
TOTAL POSSIBLE POINTS		130 POINTS

COMMERCE reserves the right to award the contract to the Applicant whose proposal is deemed to be in the best interest of COMMERCE and the state of Washington.

4.3. SCORING METHODOLOGY

Scoring	Description (round points to nearest whole number)
80- 100% Optimal	Award 80-100% of available points for answer that is clear, thorough, and provides significant assurance as to respondent's capacity to perform the work proposed in the response. Answer provides examples and demonstrates a high level of expertise and capability.
40-80% Acceptable	Award 40-80% of available points for answer that is clear, thorough, and provides reasonable assurance as to respondents' capacity to perform the work proposed in the response, but lacks specific examples.

0-40% Marginal	Award up to 40% of available points for answer that is incomplete, lacks clarity, and does not provide assurance as to applicant's ability to perform the work proposed in the response. Award zero points for no response.
-------------------	---

APPLICATION COMPONENTS

Component	Maximum Score	Scoring Considerations
Experience	40	The applicant demonstrates expertise in a combination of areas including 1) developing training curriculum 2) identifying, engaging, and/or referring runaway and homeless youth 3) laws and policies that intersect with runaway and homeless youth and criminal justice staff.
Approach	20	The applicant's approach demonstrates creative ways for ensuring the training is widely and easily accessible. Proposal for in person and/or online training seems feasible given the project timeline and budget. The applicant has a comprehensive plan for incorporating each of the three key components in the training.
Engagement	20	The applicant has partnerships, which will support the successful completion of the training, with letters of support, and/or partner agreements/MOU's. The applicant has identified key strategies for getting buy-in from and engaging criminal justice staff in the training.
Forum(s)	20	The forum(s) proposal adequately provides opportunity for criminal justice staff to discuss key takeaways from the training, strategies for engaging runaway and homeless youth, and ideas for strengthening criminal justice staff relationships with services providers. The proposal includes participation from law enforcement, service providers, and/or homeless youth. The scope seems feasible given the budget proposal submitted.
Limitations	5	Applicant clearly articulates potential challenges and/or limitations that may occur with reasonable contingency plans to address said challenges and/or limitations.
TOTAL POSSIBLE POINTS	105	

OTHER SCORING COMPONENTS

Application Maximum		Scoring Considerations	
Component	Score		
Project Timeline	ct Timeline 5 The project timeline seems reasonable given the so deliverables of project. Each stage of the trainings with key dates and responsible persons identified. I the project towards completion.		
Resumes	5	Resumes have been submitted that demonstrates the employees experience in developing coalitions, training, programs, and policy on homeless youth in Washington State.	
Collaboration with law enforcement	5	Proposal involves direct collaboration between law enforcement and other entities (service providers, legal advocates, etc.). Collaborations are supported by MOU's.	
Completeness of	5	All components of the application and proposal have been submitted and	

Application Component	Maximum Score	Scoring Considerations
Project Timeline	5	The project timeline seems reasonable given the scope of work and deliverables of project. Each stage of the trainings development is included with key dates and responsible persons identified. Project timeline moves the project towards completion.
Resumes	5	Resumes have been submitted that demonstrates the employees experience in developing coalitions, training, programs, and policy on homeless youth in Washington State.
Collaboration with law enforcement	5	Proposal involves direct collaboration between law enforcement and other entities (service providers, legal advocates, etc.). Collaborations are supported by MOU's.
application are		are complete.
Cost proposal	5	Proposed budget is reasonable given the scope of work and deliverables of project. Proposed hourly rate and number of hours needed to complete project is specified and seems reasonable.

4.4. NOTIFICATION TO PROPOSERS

COMMERCE will notify the Apparently Successful Contractor of their selection in writing upon completion of the evaluation process. Applicants whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Applicant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Applicant Notification is e-mailed or faxed to the Applicant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the third business day following the transmittal of the Unsuccessful Applicant Notification. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the proposal
- Critique of the proposal based on the evaluation
- Review of applicant's final score in comparison with other final scores without identifying the other applicants

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6. PROTEST PROCEDURE

Protests may be made only by Applicants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 P.M., local time, in Olympia, Washington on the third business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

Applicants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Applicants under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or COMMERCE policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) COMMERCE'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by COMMERCE. The COMMERCE Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Applicant that also submitted a proposal, such Applicant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold COMMERCE'S action; or
- Find only technical or harmless errors in COMMERCE'S acquisition process and determine COMMERCE to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide COMMERCE options which may include: --Correct the errors and re-evaluate all proposals, and/or
 - --Reissue the solicitation document and begin a new process, or
 - --Make other findings and determine other courses of action as appropriate.

If COMMERCE determines that the protest is without merit, COMMERCE will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.



5. GLOSSARY

Criminal Justice Staff/Personnel

Criminal Justice Staff/Personnel include law enforcement such as police, sheriffs, state patrol, and tribal police as well as police dispatch, probation officers, prosecutors, defense attorneys, juvenile courts and detention staff.



6. EXHIBIT A: Sample Grant Agreement

Services Contract with

<Individual or contractor organization here>

through

Community Services and Housing Division Housing Assistance Unit Office of Homeless Youth

For

Criminal Justice Training

Start date:

July 17, 2017

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Attachment A, Scope of Work

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FACE SHEET

Washington State Department of Commerce Community Services & Housing Division Housing Assistance Unit/Office of Homeless Youth Criminal Jusitce Training

1. Contractor	2. Contractor Doing Business As (optional)					
<insert legal="" name=""></insert>	N/A					
<insert address="" mailing=""></insert>						
<insert address="" physical=""></insert>						
<insert location=""></insert>						
3. Contractor Representative	2	4. COMMERCE Re	epresentative			
<insert name=""></insert>		Cheryl Bayle		1011 Plum St. SE		
<insert title=""></insert>		OHY Program Manager Olympia, WA 98504-2525				
<insert phone=""></insert>		360-725-2997				
<insert fax=""></insert>		Fax (360) 586-5880				
<insert e-mail=""></insert>		cheryl.bayle@commerce.wa.gov				
5. Contract Amount	6. Funding Source		7. Start Date		8. End Date	
\$30,000	Federal: State: Other:	N/A:	July 17, 2017		June 30 th , 2018	
9. Federal Funds (as applicat			CFDA Num	mber		
N/A	Federal Agency:		N/A			
	N/A	1				
10. Tax ID #	11. SWV #	12. UBI #	13.		DUNS #	
<insert number=""></insert>	<insert number=""></insert>	N/A		N/A		
14. Contract Purpose						
	of developing a statewide traini					
addresses three broad areas	including 1) identifying homeles	s youth 2) existing	laws governing tl	ne inter	section of law	
enforcement and homeless	outh 3) best practices for engan	ging homeless you	th in services.			
COMMERCE, defined as the	Department of Commerce, and t	he Contractor, as d	efined above, acl	knowled	dge and accept the	
	s Contract on the date below to start as of the date and year					
referenced above. The right	to this Contract ar	o this Contract are governed by this Contract and the following				
other documents incorporat	ed by reference: Contractor Ter	ms and Conditions	including Attachr	nent "A	" – Scope of Work,	
Attachment "B" – Budget, a	nd the application.					
FOR CONTRACTOR	FOR COMMERCE					
Signature	Diane Klontz, Assistance Director Community Services and Housing Division					
		Community Servi	ces and nousing	DIVISION	1	
Print Name and Title						
	Date					
Date						
		APPROVED AS		V		
		APPROVED AS TO FORM ONLY				
		BY ASSISTANT ATTORNEY GENERAL				
	APPROVAL ON FILE					
		1				

1. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$30,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with Attachment A – Scope of Work, and Attachment B - Budget.

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$30,000, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel, as well as expenses related to production of training materials/media or event costs associated with deliverables of the training. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates

1. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE on a monthly basis.

The invoices shall describe and document, to COMMERCE's satisfaction, the work performed, the progress of the project, and fees. The invoice shall include the Contract Number . If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Invoices must be submitted online using the Commerce Contract Management System (CMS) through Secure Access Washington (SAW).

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

2. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the

Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Contract start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A Scope of Work
- Attachment B Budget
- Application

1. **DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below: A. "Authorized Representative" shall mean the Director and/or the designee authorized in

- writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. <u>AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to</u> <u>as the "ADA" 28 CFR Part 35</u>

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

9. <u>AUDIT</u>

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate audits and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor. The Contractor shall include the above audit requirements in any subcontracts. In any case, the Contractor's records must be available for review by COMMERCE.

C. Documentation Requirements

The Contractor must send a copy of any audit report no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to

auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce ATTN: Audit Review and Resolution Office 1011 Plum Street SE PO Box 42525 Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter and Management Decision Letter, where applicable.

If the Contractor is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to Commerce; no other report is required. 10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - 2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- 3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract. Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the (YOUR PROGRAM NAME) including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

13. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute. The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days. The Director or designee shall review the written statements and reply in writing to both partice within ten (10) working days.

parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The parties agree that this dispute process shall precede any action in a judicial or quasijudicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

14. DUPLICATE PAYMENT

COMMERCE shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

16. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees. The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State for State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

18. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

19. <u>LAWS</u>

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations Liability Limitations, RCW 4.24.264.

- C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- **F.** Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

20. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. <u>RECAPTURE</u>

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

26. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

31. SITE SECURITY

While on COMMERCE premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

33. <u>SURVIVAL</u>

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

34. <u>TAXES</u>

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of the Authorized Representative. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;

- 2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- 3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- 4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- 6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- 7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

39. <u>WAIVER</u>

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

1 **Overview**

1.1 Office of Homeless Youth

The vision of the Office of Homeless Youth Prevention and Protection Programs (OHY) is that every family and youth in Washington State has the individualized support they need so that no young person has to spend a single night without a safe and stable home. Every community has services that are equitable, accessible, effective, responsive, and coordinated.

The OHY leads statewide efforts to reduce and prevent youth and young adult homelessness in Washington State through five priorities areas including safe and stable housing, family reconciliation, permanent connections, education and employment, and social and emotional well being.

1.2 Criminal Justice Training

The Office of Homeless Youth is required, per RCW 43.330.715, to establish a statewide training on homeless youth for criminal justice personnel. The training must include:

- a. Identifying homeless youth
- b. Existing laws governing the intersection of law enforcement and homeless youth
- c. Best practices for engaging homeless youth in services

Training must be provided where possible by an entity that has experience in developing coalitions, training, programs, and policy on homeless youth in Washington State.

2 **Deliverables**

- 4. Develop a training covering the components listed in Section 3, which is widely and easily accessible to criminal justice staff who intersect with runaway and homeless youth. Although not required it is preferred the training have web-based capabilities to support ongoing accessibility.
- 5. Develop an in-person forum or forums for criminal justice staff to discuss key takeaways from the training curriculum, strategies for engaging runaway and homeless youth, and ideas for strengthening criminal justice staff relationships with services providers. The forum(s) should include participation from criminal justice staff, service providers, and to the extent possible currently or formerly homeless youth.

6. Provide a monthly update regarding progress towards deliverables, which may include project milestones, training outlines or slides, training or forum agendas, and any limitations or constraints, which could impact the timely completion of work.

3 Key Components

3.1 Identifying Homeless Youth

- 7. Terminology, definitions, and subpopulations of homeless youth
- 8. Landscape and prevalence of youth homelessness in Washington State
- 9. Causes and characteristics of youth homelessness
- 10. Social profiling of homeless youth including myths and stereotypes
- 11. Gaps in services and barriers to helping youth return home or find stable housing
- 12. Unique experiences and challenges faced by homeless youth who are disproportionately represented including LGBTQ youth, youth of color, sexually exploited youth, youth with disabilities, and youth formerly in the child welfare or juvenile justice system.

3.2 Laws Governing the Intersection of Law Enforcement and Homeless Youth

While this may not be an exhaustive list of all laws that intersect with runaway and homeless youth, these laws have been identified as most relevant to criminal justice staff. Grantees should provide an overview of each to the extent necessary to educate criminal justice staff on statutorily mandated roles and resonsiblities, and the availability of resources.

3.3 State Laws

- 6. Homeless Housing and Assistance (RCW 43.185C)
 - e. Duties of officer taking child into custody (RCW 43.185C.260-RCW 43.185C.275)
 - f. Unauthorized leave from crisis residential centers (43.185C.285, 43.185C.305 (4))
 - g. Child admitted to secure facility (43.185C.290)
 - h. Removal to another center or secure facility-Placement in secure juvenile detention facility (RCW 43.185C.310)
- 7. Family Reconciliation Act (RCW 13.32A)
 - i. Unlawful harboring of a minor (RCW 13.32A.080)
 - j. Providing shelter to minor Requirement to notify (RCW 13.32A.082)
 - k. Providing shelter to minor Immunity from liability (RCW 13.32A.084)
 - I. Unlicensed youth shelter or unlicensed runaway and homeless youth program Private right of action or claim (RCW 13.32A.085)

- m. Duty of law enforcement agencies to identify runaway children under RCW 43.43.510 (RCW 13.32A.086)
- n. Temporary out of home placement in a semi-secure crisis residential center (RCW 13.32A.125)
- o. Child in need of services petition (RCW 13.32A.140 RCW 13.32A.170)
- p. At risk youth petition (RCW 13.32A.191-RCW 13.32A.198)
- 8. Abuse of Children (RCW 26.44)
 - a. Reports- Duty and authority to make (RCW 26.44.030)
 - b. Abuse or neglect of child Duty of law enforcement agency or department of social and health services (RCW 26.44.050)
- 9. Compulsory School Attendance and Admission (RCW 28A.225)
 - i. Information for students and parents (RCW 28A.225.005)
 - j. Attendance mandatory (RCW 28A.225.010)
 - k. Community truancy boards (RCW 28A.225.025-RCW 28A.225.0261)
 - I. Petition to juvenile court for violation by parent or child (RCW 28A.225.030)
 - m. Petition to juvenile court Contents Court action Referral to community truancy board or other coordinated intervention (RCW 28A.225.035)
 - n. Custody and disposition of child absent from school without excuse (RCW 28A.225.060)
 - o. Court orders Penalties-Parent's defense (RCW 28A.225.090)
 - p. Enforcing officers not personally liable for costs (RCW 28A.225.140)
- 10. Indian Child Welfare Act (RCW 13.38)
 - h. Finding and intent (RCW 13.38.030)
 - i. Determination of Indian status (RCW 13.38.050)
 - j. Jurisdiction (RCW 13.38.060)
 - Involuntary foster care placement, termination of parental rights (RCW 13.38.130)
 - I. Emergency removal or placement of Indian child (RCW 13.38.140)
 - m. Improper removal of Indian child (RCW 13.38.160)
 - n. Placement preferences (RCW 13.38.180)

3.3.1 Federal Laws

4. McKinney-Vento Homeless Assistance Act-Education for Homeless Children and Youth (42 U.S.C § 11431- 11435).

- a. Local Educational Agency Requirements (U.S.C § 11432, g3)
- b. Comparable Services (U.S.C. § 11432, g4)
- c. Coordination (U.S.C. § 11432, g5)
- d. Local Educational Agency Liaison (U.S.C. § 11432, g6)
- 5. Runaway and Homeless Youth Act (42 U.S.C.§ 5701-5752)
 - a. Findings (42 U.S.C. § 5701)
- 6. Indian Child Welfare Act (25 U.S.C.)
 - a. Congressional finding (25 U.S.C.§ 1901)
 - b. Congressional declaration of policy (25 U.S.C.§ 1902)
 - c. Indian tribe jurisdiction over Indian child custody proceeding (25 U.S.C.§ 1911)
 - d. Placement of Indian child (25 U.S.C. § 1915)
 - e. Improper removal of child from custody (25 U.S.C. § 1920)
 - f. Emergency removal or placement of child (25 U.S.C. § 1922)

3.3.2 Local Laws

1. Local laws related to the use of public spaces and quality of life issues such as panhandling, loitering, obstructing sidewalks, etc.

3.3.3 Legal Resources

 Provide an overview of appropriate legal resources that focus on issues relevant to runaway and homeless youth, which may include but not be limited to the *Homeless Youth Handbook* (www.homelessyouth.org), Team Child (www.teamchild.org), Center for Children & Youth Justice (www.ccyj.org), Legal Counsel for Youth and Children (www.lcycwa.com), NW Immigrant Rights Project (www.nwirp.org), etc.

3.4 Engaging Youth in Appropriate Services

3.4.1 Office of Homeless Youth

- 2. Provide an overview of the Office of Homeless Youth including its mission, vision, and priority areas for addressing youth and young adult homelessness including:
 - a. Stable housing
 - b. Family reconciliation
 - c. Permanent connections
 - d. Education and employment
 - e. Social and emotional wellbeing

3.4.2 Programs and Services for Runaway and Homeless Youth

- 3. Provide an overview of programs and services for runaway and homeless youth including but not limited to:
 - a. HOPE Centers
 - b. Secure/Semi-Secure Crisis Residential Centers
 - c. Street Youth Services
 - d. Young Adults Shelters
 - e. Young Adult and Independent Youth Housing Programs
- 4. Overview of programs and services should cover where applicable:
 - j. Eligibility
 - k. Admission criteria
 - I. Referral sources and outreach
 - m. Policies for dependent youth
 - n. Notification requirements
 - o. Lengths of stay
 - p. Services and assessments
 - q. Circumstances when provider would not accept placement and/or referral
 - r. Alternatives for when services are unavailable or unreachable

3.4.3 Best Practices

- 2. Provide an overview of best practices and strategies for engaging runaway and homeless youth in appropriate services including but not limited to:
 - a. Community policing strategies that have shown to facilitate effective engagement with runaway and homeless youth
 - b. Best practices utilized by providers including but not limited to positive youth development, trauma informed care, harm reduction, etc.
 - c. Outreach approaches and methodologies that facilitate identification, engagement, and assessment of runaway and homeless youth
 - d. Rapport building techniques and opportunities to support criminal justice staff in fostering positive relationships with runaway and homeless youth

Budget

Criminal Justice Training Budget							
	Total	Total					
Wages/Hour	Hours	Amount					
			\$0				
		Total					
Expenses		Amount					
Training materials/media		\$0					
Event/training facility fees		\$0					
Travel			\$0				
Insurance			\$0				
Other (please describe)			\$0				
Subtotal			\$0				
	Total		\$ 0				