REQUEST FOR APPLICATIONS

RFA# CED-Housing 26-04

Funding Application Request for Housing Focused Outreach and Engagement

CLOSE DATE: **March 11, 2026**
CLOSE TIME: **12:00 pm (Noon)**
DESCRIPTION: **Funding application for Housing Focused Outreach and Engagement**
CONTACT: **Kimberly Banner, Executive Coordinator, Central Oregon Intergovernmental Council ("COIC")**
PHONE: **(541) 548-8163**
E-MAIL: **kbanner@coic.org**
LOCATION: **The solicitation document may be reviewed online at https://www.coic.org/open-procurements/ or in person at 1250 NE Bear Creek Road, Bend, OR 97701**

THIS IS A FORMAL PROCUREMENT.

SINGLE POINT OF CONTACT: There will be only one point of contact for this Request for Application. The contact point is the person listed above, unless otherwise stated. Any questions or issues that may arise regarding the specifications, the application process, and/or the award process shall be directed to the Contact listed above.

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Instructions for Applicants

Request for Applications – Housing Focused Outreach and Engagement

Background & Purpose

The Long-Term Rent Assistance (LTRA) Program was established under Oregon's emergency response to homelessness (Executive Order 23-02 and House Bill 5019) to stabilize housing for individuals and families exiting homelessness and to also prevent returns to homelessness. Overall, this program provides long-term rental subsidies and supportive services to maintain housing stability over time.

As part of this effort, outreach is a critical component of homeless service delivery. Outreach is designed to engage individuals experiencing homelessness who are disconnected from traditional systems of care and help them transition into permanent housing without preconditions. Effective outreach builds trust, reduces barriers, and connects people to housing navigation and supportive services quickly and equitably.

Outreach funding will enable providers to strengthen connections with underserved communities and improve access to housing resources. Outreach efforts should prioritize low-barrier, Housing First principles, ensuring that individuals are not required to meet conditions such as sobriety or service participation before accessing housing. Activities may include direct engagement in non-traditional settings (streets, encampments, public spaces), transportation assistance, provision of basic needs items to build trust, and community engagement strategies that strengthen referral pathways.

Outreach providers are expected to partner with local agencies and culturally specific organizations to ensure services are inclusive and accessible to disproportionately impacted populations.

Funding Availability & Period

This funding is provided through State of Oregon general funds allocated for the Long-Term Rental Assistance (LTRA) program and has been granted to COIC under an agreement with Oregon Housing and Community Services (OHCS). Selected subgrantees will be required to comply with all applicable state regulations and reporting requirements associated with state-funded programs.

Total Available. Up to $490,000 is available under this RFA. COIC may award this funding to a single project or allocate across multiple projects, depending on application quality, alignment with program priorities, and regional needs.

Expenditure Period. Eligible outreach-related costs incurred between July 1, 2025, and June 30, 2026, are eligible for reimbursement under this grant. Reimbursement is limited to allowable costs that do not supplant other public or private funding sources. This funding is intended to support

ongoing outreach operations and continuity of services rather than replace existing funding commitments.

Funding Restrictions

1. Funds must be used exclusively for housing-focused outreach activities as defined in this RFA.
2. Administrative/overhead costs are not allowed under this funding.
3. Funding is reimbursement-based and subject to state reporting and compliance requirements, which can be found in Exhibit C, Subrecipient Agreement.

Eligible Applicants

Eligible applicants include nonprofit organizations, tribal entities, and local government agencies with demonstrated capacity to conduct housing-focused outreach. Applicants must possess the following minimum qualifications in order to be considered for any contract award resulting from this process:

1. Proven experience providing unsheltered homelessness services in Central Oregon**, with priority given to entities experienced in housing-focused care**.
2. Outreach capacity, including the ability to locate, identify, and build relationships in unsheltered settings.
3. Capability to provide essential services like case management, emergency health/mental health services, transportation or services for special populations.

Allowable Uses (Outreach Only)

Funding under this RFA is restricted to homeless outreach activities that are housing-focused and barrier-reducing, such as:

- Street outreach (direct engagement at encampments, public spaces; trust-building; housing navigation referrals)
- Community engagement (coordination with culturally specific partners, CoC partners, events that connect to housing)
- Promotional activities (web, print, social media campaigns to reach priority populations and connect to housing services)
- Personnel and training for outreach staff
- Equipment and transportation linked to outreach delivery

Non-allowable under this RFA: rent assistance, long-term case management not tied to outreach supportive services, and administrative/overhead costs.

Program Requirements (Compliance)

Applicants must affirm and demonstrate capacity to meet the following program requirements:

1. HMIS participation: Enter entry/exit and service transactions into HMIS within 72 hours of engagement; include fund source and amount for applicable services; meet monthly data timelines

2. Housing First, Low-Barrier practices: Outreach must not require preconditions (e.g., sobriety); must prioritize rapid connection to permanent housing.

3. Equity and Inclusion strategies: Lead with racial equity; implement LEP policies, use culturally responsive practices and partnerships to reduce disparities in access.

4. Nondiscrimination: Comply with applicable state/federal nondiscrimination statues; maintain standalone policies aligned with OHCS requirements.

5. Grievance and Appeals: Maintain a written process to address client grievances, including denials, reductions, and terminations.

6. Confidentiality and Privacy: Provide privacy notification, protect personally identifiable information, and maintain secure records per OHCS guidance.

7. Records and Retention: Maintain complete client/service file; retain program and fiscal records for at least six (6) years.

Target Populations & Geographic Coverage
Outreach must prioritize unsheltered households and act to reduce disparities by engaging disproportionately impacted subpopulations consistent with LTRA guidance and local community plans (e.g., BIPOC, LGBTQ+ youth, medically vulnerable) and be responsive within the Central Oregon region.

Application Components & Page Limits
Applicants must submit a complete application package that includes the completed Outreach Application with narrative responses and budget document.

Responses to narrative questions shall not exceed five (5) letter-sized pages in 12-point font with one-inch margins. Page limit does not include application questionnaire or budget response.

The Application Template (Exhibit A) and Budget Template (Exhibit B) are included as exhibits to this RFA document and must be used for submission. Applications not using these templates will be considered incomplete.

Submission Instructions
Email completed application (Exhibit A) and Budget Template (Exhibit B) to **kbanner@coic.org** by **12:00 PM (Noon), March 11, 2026**. Late or incomplete applications will not be considered.

Questions
Any questions concerning the meaning, definition or interpretation of the contents of this Request for Application must be submitted via email to Kimberly Banner, kbanner@coic.org.

Responses to all questions will be posted on the COIC web site: www.coic.org.

Solicitation Schedule
The following is the proposed schedule for the application and subgrantee selection process:

Request for Application Advertised Beginning	February 18, 2026
Deadline for Questions and Requests	February 24, 2026
Answers to Questions and Requests	February 25, 2026
Application Submittal Deadline	**March 11, 2026**
Estimated Application Review and Evaluation	March 12-20, 2026

Estimated Posting – Notice of Intent to Award March 23, 2026

Review & Award Process

An evaluation committee shall review, score, and rank all responsive applications according to the evaluation criteria. The evaluation committee shall include, but not be limited to, representatives from COIC's CED Department and MAC partners.

The evaluation committee shall recommend contract awards to the responsive applicant(s) that meet(s) the application and funding requirements and deemed the best value to COIC by the Evaluation Committee. COIC's Executive Director shall have full authority over COIC's source selection and decision to award.

The RFA is not a contract alone and shall not be interpreted as such. Rather, this RFA only serves as the instrument through which applications are solicited. COIC will pursue negotiations with the applicants whose applications scores highest and are recommended for funding. If, for whatever reason, COIC and the initial proposer fail to reach consensus on the issues relative to a contract, then COIC may commence contract negotiations with other proposers. COIC may decide at any time to suspend the current RFA process and start the RFA process again.

EVALUATION CRITERIA: The following Evaluation Factors will be used to evaluate applications submitted (100 points total):

Category	**Criteria**	**Points**
i. Organizational Capacity and Experience	a. Organization's mission and history align with housing-focused outreach goals. b. Adequate staffing and organizational structure to implement outreach activities effectively. c. Documented experience conducting street outreach and engagement with unsheltered individuals. d. Evidence of established partnerships with local agencies and culturally specific organizations. e. History of collaboration with regional partners, local governments. f. Ability to deploy outreach activities promptly and meet program timelines.	35
ii. Proposed Approach and Budget	a. Clear outreach strategy, including geographic coverage and engagement methods. b. Housing-focused approach that prioritizes connecting individuals to permanent housing without precondition. c. Transparent and reasonable budget, including estimated cost per individual engaged and FTE. d. Innovative strategies for outreach and overcoming barriers to housing access.	35

	e. Measurable performance targets, including estimated number of individuals engaged and referred to housing navigation services.	
iii. Equity and Inclusion	a. Strategies to ensure outreach is inclusive and accessible to disproportionately impacted subpopulations. b. Plans to address Limited English Proficiency and provide multilingual outreach materials. c. Commitment to racial equity and reducing disparities. d. Culturally responsive practices and partnerships with culturally specific organizations.	15
iv. Compliance and Reporting Capacity	a. Ability to enter data accurately and timely into HMIS or a comparable database. b. Capacity to meet monthly reporting requirements. c. Adherence to Housing First principles and participant rights in all outreach activities. d. Processes for ensuring accurate and complete data collection.	15

INTENT TO AWARD ANNOUNCEMENT. COIC shall provide notice of its intent to award a contract by posted notice on the COIC website. Identification of the apparent successful applicant is procedural only and creates no right of the named applicant to receive a contract award.

PERMISSIBLE NEGOTIATIONS. A sample of the form of contract to be awarded is attached as Exhibit C – COIC Subrecipient Agreement ("Contract"). Generally, negotiations between COIC and any applicant selected for award of a Contract shall be limited to negotiation of the final Contract Scope of Work and a Contract price that differs from a price submitted in an application, provided the negotiations are within the scope of services described in this Solicitation.

INSURANCE REQUIREMENTS. The apparent successful Proposer shall provide proof of required insurance as identified in Subrecipient Agreement, Exhibit C, within thirty (30) calendar days of notification of intent to award. Failure to present the required documents within the thirty (30) calendar-day period may result in application rejection. Applicants are encouraged to consult their insurance agent(s) about the insurance requirements contained in the Solicitation prior to application submission.

OTHER LEGAL INFORMATION AND REQUIREMENTS

All applications become part of the public file for the project, without obligation to COIC. These applications are subject to public record requests. COIC reserves the right to reject any or all applications for good cause and in public interest. Applicants responding to this RFA do so solely

at their expense and COIC is not responsible for any expenses associated with the preparation of the application.

ACCEPTANCE OF APPLICATIONS. COIC reserves the right to cancel the procurement or reject any or all applications in accordance with ORS 279B.100.

EXHIBIT A
OUTREACH RFA# CED-HOUSING 26-04
Project Application Template
Deadline: 12:00 p.m., Monday, March 11, 2026

Application Questionnaire:

Legal Name of Organization	
Address	
City, State, Zip	
Entity Type Non-Profit, Public Entity, Other (explain)	
Project Contact Name	
Phone Number	
Email Address	

1. HMIS – Will your organization contribute information to the Homeless Management Information System, in a complete and timely manner?

☐ Yes

☐ No

2. Universal Data Elements – Will your organization input all *Universal Data Elements* for each client?

☐ Yes

☐ No

3. Client-Centered, Housing First Commitment – Will your organization provide client-centered; housing focused case management supports. A client-centered, housing focused case management approach ensures that the person who has experienced homelessness has a major say in identifying goals and service needs, and that there is shared accountability. Case management must focus on housing assessment, placement, and housing stability.

☐ Yes

☐ No

4. Provide Capacity and Reporting – Will your organization supply COIC with requested information to meet State requirements and contractual obligations in a timely manner?

☐ Yes

☐ No

Narrative Response Section

Narrative Response Section not to exceed five (5) pages total ,12-point font, one-inch margins. Page count does not include application questionnaire or budget.

Section 1. Organizational Overview

1.1 Describe your organization's mission, history, and how it aligns with housing-focused outreach goals.
1.2 Detail your staffing plan (roles, FTE), qualifications, recruitment, training and performance management.
1.3 List partnerships with local agencies and culturally specific organizations. Explain how these partnerships strengthen outreach and housing connections. Include history of collaboration with regional partners and local governments.
1.4 Provide documented experience conducting street outreach and connecting individuals to permanent housing. Include metrices such as number of individuals engaged, number of individuals housed.
1.5 Outline your ability to deploy outreach activities promptly.

Section 2. Project Overview

2.1 Funding Total: State the total amount of funding requested. Attach detailed budget, Exhibit B of RFA solicitation. .
2.2 Project Summary: Provide a clear description of the project for which you are requesting funding. Include the following:
2.2.1 Specific outreach services and activities (e.g. street outreach, engagement events, transportation assistance, supplies).
2.2.2 Geographic coverage and target population
2.2.3 How this project aligns with housing-focused goals and prioritizes connecting individuals to permanent housing without preconditions.
2.2.4 State numeric goals (e.g., number of individuals engaged, percent referred to housing navigation, average time of referral

Section 3. Equity and Inclusion

3.1 Explain strategies to ensure outreach is inclusive and accessible to disproportionately impacted subpopulations.
3.2 Describe your plan for Limited English Proficiency (translation/interpretation services, multilingual materials).
3.3 Detail how your organization advances racial equity and reduces disparities in housing access.
3.4 Provide examples of culturally responsive practices and partnerships.

Section 4. Compliance and Reporting

4.1 Describe your process for entering HMIS data accurately and within 72 hours of client engagement.
4.2 Explain your ability to meet monthly reporting requirements.
4.3 Outline how you adhere to Housing First Principles and protect participant rights.
4.4 Detail process for ensuring accurate and complete data collection.

EXHIBIT B
OUTREACH - BUDGET TEMPLATE

Organization Name	
Program/Facility	
Total Amount Requested	
Project Period	From: To:

Category	Amount Requested	FTE	Other Committed Funding	Other Pending Funding	Other Funding Source Name
Personnel					
Outreach Worker	$	_____	$	$	
Outreach Coordinator	$	_____	$	$	
Peer Support Specialists	$	_____	$	$	
Case Management	$	_____	$	$	
Data/Reporting Support	$	_____	$	$	
Fringe Benefits	$	_____	$	$	
TOTAL PERSONNEL	$		$	$	
Program Services					
Transportation (staff mileage, participant bus passes)	$		$	$	
Engagement Supplies (basic needs items for trust-building)	$		$	$	
Communications (phones, hotspots, data plans)	$		$	$	
Training and Certification (trauma-informed care, de-escalation)	$		$	$	
Equipment (outreach bags, PPE)	$		$	$	
Community Engagement (event costs, space rental)	$		$	$	
Advertising/Outreach (web, print, social media)	$		$	$	
Other	$		$	$	
TOTAL PROGRAM	$		$	$	
TOTAL PERSONNEL AND PROGRAM	**$**		**$**	**$**	

Budget Narrative

Detail the financial and operational strategies that will ensure program continuity beyond this grant. Describe how you will braid and track multiple funding streams (e.g., federal, private, earned income) and identify any secured or pending partnerships that provide leveraged or in-kind resources. Explain how the program will be integrated into your organization's core operations to maintain impact if future external funding is limited.

Authorized Signature: _____

Title: _____

Printed Name: _____

Date: _____

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (this "Agreement") by and between Central Oregon Intergovernmental Council, an Oregon entity organized under ORS Chapter 190 ("COIC") and [entity], a [organization type] is entered into this [date].

AGREEMENT

By execution of this Agreement, Subrecipient agrees to perform the Services (as defined in Schedule 1.1, *aka* Scope of Work) in accordance with the terms and conditions contained in this Agreement.

WHEREAS COIC has applied for and received funds from the State of Oregon, acting by and through its Housing and Community Services Department, to support the regional Long-Term Rent Assistance ("LTRA") program which is designed to help reduce homelessness and increase housing stability; and

WHEREAS COIC wishes to engage the Subrecipient to assist in utilizing such funds.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Services**
   - 1.1 Subrecipient shall perform the activities as specified in Schedule 1.1 and Exhibit B (and any other necessary or appropriate tasks and/or services customarily provided by Subrecipient in connection with its performance of those tasks and/or services as described in Schedule 1.1) (collectively, the "services").
   - 1.2 Related to its obligations stated throughout this Section 1, Subrecipient agrees to be bound to timely achieve any goals assigned to it that are stated in the Agreement between the State of Oregon and COIC, attached hereto as Exhibit B.
   - 1.3 **Standards.** Subrecipient will (i) consult with and advise COIC on all matters concerning the Services reasonably requested by COIC, (ii) devote such time and attention to the performance appropriate for the expeditious and prudent performance of the Services in accordance with Section 1.1, (iii) perform the Services to the best of Subrecipients ability, and (iv) according to industry standards. (*See also* Section 5.1, below)
   - 1.4 **Quantity of Work throughout Contract.** The goals, objectives, services, and quantities specified within this contract are requirements for this funding. COIC retains the right to revise the goals, objective, services, and quantities, and thereby the contract amount as goals and/or objectives change subject to an equitable

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adjustment in the scope of work, fees, and schedule for completion. COIC shall give Subrecipient 30-day notice of any such change.

1.5 **Effective Date and Duration.** This Agreement shall become effective upon full execution by the Parties and shall remain in effect until and including June 30, 2026 ("Expiration Date") unless terminated or extended as provided in this Agreement.

2 COMPENSATION

2.1 COIC will pass through to the Subrecipient **no more than [award total]** for eligible incurred costs and expenses as applicable to the activities set forth in Schedule 1.1. At its sole discretion and for good cause, COIC may disburse to Subrecipient up to 100% of the total contract price in advance of, or before the completion of performance by Subrecipient of its obligations herein.

2.2 No Benefits. COIC will not provide any benefits to Subrecipient, and Subrecipient will be solely responsible for obtaining Subrecipient's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.

2.3 No Reimbursement of Expenses. Expenses incurred by Subrecipient and not included in Section 2.1 in connection with the performance of the Activities and Services will not be reimbursed by COIC.

2.4 Availability of Funds. COIC's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon COIC receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow COIC, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of COIC.

2.5 Expenditure Restrictions

The following additional expenditure restrictions apply to the Subrecipient Budget as found in Schedule 2.1

2.5.1 **Expenditure Period.** The period of performance – the time during which expenditures may be incurred – is **July 1, 2025, through June 30, 2026,** unless otherwise extended at COIC's discretion.

2.5.2 **Cost Reimbursement.** This Agreement is based on a cost-reimbursement method of payment.

2.5.3 **Administrative Expenses. This Agreement does not include Administrative Expenses. Subrecipient will not be reimbursed**

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for administrative or indirect expenses as related to the scope of work.

2.6 Budget Line Flexibility. Budget Line Flexibility applies separately to each fund shown within the budget. Any requested exceptions to the following limitations require prior approval and budget modification or waiver:

2.6.1 Expenditures by Fund may not exceed Fund budget total(s).

2.6.2 No single personnel line item may be over-expended.

2.6.3 Expenditures by cost category (ex. Personnel, operating costs, participant costs) may not exceed cost category budget totals.

2.6.4 With the exception of personnel, indirect and support services, which cannot go over budget without approval and budget modification, line items within a cost category (ex. Operating costs, participant costs) may be over or under budget as long as the category in total does not exceed budget.

2.7 Any grant funds disbursed to Subrecipient under this Agreement that exceeded the amount to which Subrecipient is entitled or are expended in violation or contravention of one or more of the provisions of this Agreement, or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to COIC unless otherwise agreed to by COIC in writing.

3. RELATIONSHIP

3.1 Taxes. COIC will not withhold any taxes from any payments made to Subrecipient, and Subrecipient will be solely responsible for paying all taxes arising out of or resulting from Subrecipient's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes.

3.2 Licenses. Subrecipient will be solely responsible for obtaining any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

3.3 No Agency Relationship. The Agreement does not create an agency relationship between COIC and Subrecipient and does not establish a joint venture or partnership between COIC and Subrecipient. Subrecipient does not have any authority to bind COIC or represent to any person that Subrecipient is an agent of COIC.

3.4 In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Schedule 1.1, Schedule 2.1, this Agreement without Exhibits, Exhibit A, and Exhibit B.

4. REPRESENTATIONS AND WARRANTIES.

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In addition to any other Subrecipient representation or warranty made in this Agreement, Subrecipient represents and warrants to COIC as follows:

4.1 Authority and Binding Obligation. Subrecipient is duly organized, validly existing, and in good standing under applicable Oregon law. Subrecipient has full power and authority to sign and deliver this Agreement and to perform all of Subrecipient's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Subrecipient, enforceable against Subrecipient in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

4.2 No Conflicts. The signing and delivery of this Agreement by Subrecipient and the performance by Subrecipient of all of Subrecipient's obligations under this Agreement will not (i) breach any Agreement to which Subrecipient is a party, or give any person the right to accelerate any obligation of Subrecipient, (ii) violate any law, judgement, or order to which Subrecipient is subject, or (iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.3 Licenses. Prior to Subrecipient's execution of this Agreement, Subrecipient obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

5. COVENANTS

5.1 Quality of Service. Subrecipient will perform Services in accordance with industry standards and to the standard of care that other similar professionals would perform the same work, in the same locality, at the same time, and under the same conditions. Subrecipient will proceed diligently, without delay, in good faith, in a professional manner, and in accordance with this Agreement.

5.2 Insurance. Subrecipient will refer to Exhibit A, attached and incorporated herein, for insurance specifications. Insurance coverage shall be no less than commercially reasonable, consistent with applicable industry standards.

5.3 Workers' Compensation Insurance. Subrecipient will comply with Workers' Compensation Insurance referenced in Exhibit A.

5.4 Compliance with Laws. Subrecipient will comply with any and all applicable federal, state, and local laws, regulations, and ordinances. Subrecipient will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Subrecipient's business and perform the Services.

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5.5 Indemnification. Subrecipient will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of, whether directly or indirectly, (i) state or federal anti-trust violations, (ii) damages to person or property caused directly or indirectly by the intentional misconduct, recklessness or negligence of Subrecipient and/or Subrecipient's Representatives (as defined below), and/or (iii) Subrecipient's failure to pay any tax arising out of or resulting from the performance of the Services. Subrecipient's indemnification obligation provided herein will survive the termination of this Agreement.

Subrecipient shall indemnify, defend, save and hold harmless State of Oregon and it officers, employees, and agents from and against all claims, actions, liabilities, damages, losses, or expenses, including attorney's fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or intentionally wrongful acts or omissions of the Contractor, or any of its officers, agents, employees, or subcontractors ("Claims")

Neither Subrecipient, nor subcontractor(s), nor any attorney engaged by Subrecipient or its subcontractors, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that any part is prohibited from defending State or that any party is not adequately defending State's interests, or that an important government principle is at issue or that it is in the best interests of the State to do so. State reserves all rights to purse claims it may have against Subrecipient if State elects to assume its own defense.

6. DOCUMENTATION AND RECORD KEEPING

6.1 Records. The Subrecipient shall maintain complete and accurate records concerning all services performed. Subrecipient shall establish and maintain records sufficient to enable COIC to (i) determine whether the Subrecipient has complied with this Agreement, applicable local, State, and Federal statutes and regulations and the terms and conditions of the funding and (ii) satisfy recordkeeping requirements applicable to the Subrecipient.

6.2 Access and Retention. Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers,

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electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writing to Subrecipient, whether in paper, electronic, or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that COIC and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement, whichever date is later. Subject to the foregoing minimum records retention requirements, Subrecipient shall maintain Records in accordance with the records retention schedules set for in OAR Chapter 166.

6.3 Remedies. With or without inspecting or auditing Subrecipient's records, documents, etc. as provided for in subsection 6.2 and with or without first terminating this Agreement, if COIC determines that Subrecipient has misused, misapplied, or misappropriated funds disbursed to it under this Agreement, Subrecipient, upon COIC's demand to do so, shall immediately return to COIC any or all funds disbursed under this Agreement.

7. WARRANTY

7.1 Subrecipient warrants to COIC that the Services will be performed by qualified personnel, in a professional manner, and in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Subrecipient and by mutual agreement between the Parties, the Subrecipient, without additional compensation, will correct those services not meeting such a standard.

8. CONFIDENTIALITY AND NONDISCLOSURE.

8.1 Maintain Confidential Information. During the term of this Agreement, and at all times thereafter, Subrecipient will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without COIC's prior written consent, except that Subrecipient may (i) use Confidential Information to perform Subrecipient's duties, (ii) disclose Confidential Information on a need-to-know basis to Subrecipient's Representatives who are informed by Subrecipient of the confidential nature the Confidential Information and the obligations of Subrecipient under the Nondisclosure Provisions (as defined below), and/or (iii) communicate or disclose Confidential Information in accordance with a judicial or other governmental order, but only if Subrecipient promptly notifies COIC of the order and complies with any applicable protective or similar order.

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Subrecipient will cause Subrecipient's Representatives to comply with the Nondisclosure Provisions. COIC makes no representations or warranties, either express or implied, with respect to the accuracy or completeness of the Confidential Information. For purposes of this Agreement, the term "Subrecipient's Representatives" means Subrecipient's directors, officers, managers, members, shareholders, employees, contractors, agents, consultants, advisors, and authorized representatives; the term "Nondisclosure Provision(s)" means Sections 8.1-8.4 of this Agreement.

8.2 Notification and Assistance. Subrecipient will (i) promptly notify COIC of any unauthorized use, communication, and/or disclosure of any Confidential Information and/or any Subrecipient breach of any Nondisclosure Provision, (ii) assist COIC in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by Subrecipient and/or Subrecipient's Representatives without COIC's specific prior written authorization, and (iii) exert Subrecipient's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential Information. Upon the earlier of COIC's request or the termination of this Agreement, Subrecipient will immediately return to COIC any and all documents, instruments, and/or materials containing any Confidential Information accessed or received by Subrecipient, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Subrecipient or any other person.

8.3 Equitable Relief. Subrecipient acknowledges and agrees that the remedies available at law for any breach of the Nondisclosure Provisions by Subrecipient will, by their nature, be inadequate. Accordingly, COIC may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of the Nondisclosure Provisions or specifically to enforce the Nondisclosure Provisions, without proving that any monetary damages have been sustained.

8.4 Confidential Information - Defined. For purposes of this Agreement, the term "Confidential Information" means any and all information relating to COIC (in whatever form) that is received or assessed by Subrecipient, including, without limitation, trade secrets (as defined in ORS 646.461, as amended), business models, marketing and advertising plans, financial and technical information, computer software, customer and supplier lists, marketing plans, know-how, information concerning COIC's operations or clients, records, ideas, designs, drawings, specifications, techniques, programs, systems, processes, information derived from reports, investigations, research, work in progress, codes, marketing and sales programs, cost summaries, pricing formula, contract analyses, projections,

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confidential filings with any state or federal agency, and all other concepts, methods of doing business, ideas, materials, and information

9. TERMINATION

9.1 Termination of Agreement. This Agreement may be terminated at any time by the mutual written agreement of COIC and Subrecipient. In the alternative, either party herein may terminate this Agreement without cause upon delivery to the other party of not less than ten (10) days written notice.

9.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement immediately upon notice to Subrecipient upon the occurrence of any of the following events: (i) Subrecipient engages in any form of dishonesty or conduct involving moral turpitude related to Subrecipient's independent contractor relationship with COIC or that otherwise reflects adversely on the reputation or operations of COIC; (ii) Subrecipient fails to comply with any applicable federal, state, or local law, regulation, or ordinance; (iii) problems occur in connection with Subrecipient's performance of the Services due to Subrecipient's breach of its obligations under this Agreement; (iv) Subrecipient breaches or otherwise fails to perform any Subrecipient representation, warranty, covenant, and/or obligation contained in this Agreement; and/or COIC determines that Subrecipient has misused, misapplied or misappropriated funds disbursed to it under this Agreement.

9.3 Consequences of Termination. Upon termination of this Agreement as set forth in Section 9.2, COIC will not be obligated to reimburse or pay Subrecipient for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than ten (10) days after termination), Subrecipient will deliver all materials and documentation, including raw or tabulated data and work in progress, to COIC. Termination of this Agreement by COIC will not constitute a waiver or termination of any rights, claims, and/or causes of action COIC may have against Subrecipient. COIC will pay Subrecipient for services (referenced in Schedule 2.1) performed up to termination, upon detailed invoicing from Subrecipient to COIC. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this Agreement, Subrecipient shall promptly pay any excess to COIC.

9.4 Remedies. If a party fails to perform any of its terms, covenants, conditions, or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue

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any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9.4.1 Neither Party shall be liable for any indirect, incidental, consequential, or special damages under this Agreement or for any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.

9.4.2 Subrecipient shall not incur obligations or liabilities after Subrecipient receives proper Notice of termination.

9.5 Default. Subrecipient will be in default under this Agreement upon occurrence of any of the following events:

9.5.1 Subrecipient fails to perform, observe, or discharge any of its covenants, agreement, or obligations under this Agreement, including, but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Schedule 1.1 and such failure is not remedied within thirty (30) days following notice from COIC specifying such failure; or

9.5.2 Any representation, warranty, or statement made by Subrecipient in this Agreement or in any documents or reports submitted by Subrecipient in connection with this Agreement, concerning the expenditure of Grant Funds or Subrecipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or

9.5.3 Subrecipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before June 30, 2026, as determined by COIC in its sole discretion.

9.6 Default Remedies. In the event Subrecipient is in default under Section 9.5, COIC may, at its option, pursue any or all of the remedies available under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 9, (b) reducing, withholding or recovering payment of Grant Funds for activities that Recipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recover of overpayments under Section 2 and Section 6 of this Agreement or setoff, or both.

9.7 Notice of Default. Prior to any termination of this Agreement by COIC pursuant to Section 9, COIC will provide Subrecipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Subrecipient who has primary responsibility for oversight of the Grant Activities to provide Subrecipient an opportunity to explain the reasons for the default and to present a

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proposal for curing the default within a time period that is acceptable to COIC. Subrecipient shall have 5 days to accept such offer. If Subrecipient does not accept such offer within such 5-day period, COIC may terminate this Agreement upon 10 days' written notice as provided in Section 9.1 or exercise any other remedies available to COIC under this Agreement unless Subrecipient has fully cured such default prior to the expiration of such 10-day notice period. If Subrecipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by COIC. Following the meeting, COIC shall make a determination, in its reasonable discretion, of whether to accept Subrecipient's proposal, with such modifications as are mutually acceptable to the Parties and shall give written notice of such determination to Subrecipient. If COIC's written notice states that COIC does not agree to such proposal, or if COIC accepts such proposal but Subrecipient does not satisfy the terms of the proposal, COIC may terminate this Agreement upon 10 days of written notice as provided in Section 9.1 or exercise any other remedies available to COIC under this Agreement unless Subrecipient has fully cured such default prior to the expiration of such 10-day notice period.

10. MISCELLANEOUS

10.1 Severability. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein.

10.2 Notices. Unless otherwise specified in this Agreement, any Notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, by the applicable party to the address of the other party shown below (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

To COIC:
Central Oregon Intergovernmental Council
Attn: Contracts
1250 NE Bear Creek Road
Bend, OR 97701
contracts@coic.org

To Subrecipient:
ENTITY
ATTN
ADDRESS
CITY STATE ZIP
EMAIL

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10.3 Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by COIC and Subrecipient. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.

10.4 Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Subrecipient has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

10.5 Assignment and Binding Effect. Subrecipient will not assign any of Subrecipient's rights or obligations under this Agreement to any person without the prior written consent of COIC, which consent COIC may withhold in its sole discretion. Subject to the above-stated limitations on Subrecipient's assignment of any of Subrecipient's rights or obligations under this Agreement, this Agreement will be binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Deschutes County, Oregon.

10.7 Amendment. The Agreement may be amended only by a written agreement signed by each party.

10.8 Further Assurances. At any time upon the request of COIC, Subrecipient will execute all documents or instruments and will perform all lawful acts COIC considers necessary or appropriate to secure its rights hereunder and carry out the intent of this Agreement.

10.9 Additional Provision and Attachments. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. All capitalized terms contained in such exhibits, schedules, instruments, and documents not otherwise defined therein will have the respective meanings assigned to them in this Agreement.

10.10 Attorney Fees. In the event litigation or arbitration is instituted to enforce or determine the Parties' rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees

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incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

10.11 Binding Arbitration. In the event any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), COIC and Subrecipient will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the Parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the Parties. If the Parties do not agree on an arbitrator, each party will designate an arbitrator, and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then- current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the Parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including reasonable attorneys' fees.

10.12 Person and Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein, and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular, or plural, as the identity of the Parties may require. The singular includes the plural, and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.

10.13 Signatures. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above but effective as the effective date.

COIC:	**Subrecipient:**
Central Oregon Intergovernmental Council an Oregon entity organized under ORS Chapter 190	[ENTITY]. [ORGANIZATION TYPE]
Signature:_____	Signature:_____
By:	By:
Its:	Its:

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Schedule 1.1

Scope of Work

In addition to the Scope of Work described below, Subrecipient agrees that the Scope of Work required under this Agreement is subject to the provisions governing Grant Activities in Exhibit B. Subrecipient agrees that the scope of work and grant activities required under this Agreement aligns with the terms of this Agreement, including the community plan as approved by OHCS and applicable program guidance, which may be amended from time to time.

Subrecipient shall, and shall cause and require its subrecipients, participate in Continuum of Care (CoC) meetings and other meetings related to the Governor's Emergency Declaration. Subrecipient shall participate in the CoC's Coordinated Entry System, abiding by and adhering to the CoC's Policies and Procedures.

Scope of Work

Use of Grant Funds

Data Documentation Requirements

Client Evaluation.

Performance Measures

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Reporting Requirements

1. Subrecipient to provide narrative updates to COIC to accompany reimbursement requests. Narrative update shall include milestones, success measures, outcomes, obstacles, and impacts of the project. Client stories and narratives are strongly encouraged.

2. Homeless Management Information System. Subrecipient must enter all appropriate and necessary data into Homeless Management Information System ("HMIS") at the time of client intake, if applicable, or at such other times required. Exceptions are only allowed with prior written approval provided from State via COIC.

3. Data Collection and Evaluation. Subrecipient is required to report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS). HMIS is an electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless and is managed and operated locally. Subrecipients are required to review this Agreement and ensure data standards are implemented in HMIS specifically for participants as applicable to the EO and this funding. Data entry completeness and timeliness are a requirement of this funding.

4. Additional Reporting. Subrecipient shall provide additional reports and shall cooperatively attend meetings as reasonably requested by COIC or State.

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Schedule 2.1

Compensation and Reporting

COIC will pay Subrecipient in accordance with the following compensation schedule:

1. Compensation.

A. Monthly Invoice

a. Subrecipient will submit quarterly invoices to COIC concerning the Services and Activities performed by Subrecipient, or subcontractors performing the Services for which funding is provided under this Agreement (each an "Invoice"). Each Invoice will contain the following information as applicable to the project:
   i. a summary of the Services performed by Subrecipient;
   ii. the number of hours each person spent to perform the Services;
   iii. the applicable hourly billing rates;
   iv. related invoices from vendors and subcontractors; and
   v. any other information reasonably requested by COIC.

COIC will pay the amount due under each Invoice within thirty (30) days after COIC has reviewed and approved the applicable Invoice. No compensation will be paid by COIC for any portion of the Services not performed. COIC's payment will be accepted by Subrecipient as full compensation for performing the Services to which the applicable Invoice relates.

B. Disbursements Generally

a. COIC shall disburse the Grant Funds upon receipt and acceptance of Grantee's disbursement request according to the following schedule:
   i. Grant Funds may be requested monthly for reimbursement of project costs.

C. Advancement of Funds

a. For Subrecipients requesting cash advances, the Subrecipient must submit advance payment request to cover projected costs incurred within a reasonable time period. Subrecipient will provide a reporting of actual expenditures – separated by line item and fund source – each month, within 15 days of month end. Subsequent advances may be adjusted to reflect reconciliation of prior month advances to actual expenditures. Subrecipient may request advancement of funds for personnel and payroll related expenses to cover up to a one-month period.

2. Financial Billing Requirements

a. Billing Due Dates. Subrecipient shall submit to COIC's Fiscal Contact all contract billings by the 15th day of the month following the period billing, and no less frequently than monthly. Subrecipient shall submit billing workbooks and cash request forms as created and provided by COIC for quarterly and final billings,

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including all required signatures. The payment request shall include a reporting of actual expenditures – separated by line items and fund source.

b. **Final Billing for Close-Out.** All Contract billings shall be submitted by 30 days after end of contract. This will constitute the final contract billing request for the Contract. No charges submitted more than 30 days after end of contract will be reimbursed. COIC may, at its discretion, withhold payment of the final invoice until all close-out requirements have been met in accordance with this Agreement.

3. Subrecipient Budget

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EXHIBIT A

Insurance Requirements

GENERAL.

Subrecipient (including its subcontractors, agents, etc.) shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force, through annually renewing policies, throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are reasonably acceptable to State. Subrecipient shall not start work described herein until the insurance is in full force.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers' liability insurance with coverage limits of not less than $500,000 per accident,
$500,000 policy limit for bodily injury by disease and $500,000 for each employee for bodily injury by disease must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are reasonably satisfactory to State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage: $1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence), $2,000,000 General Aggregate and $2,000,000 Products/Completed Operations Aggregate.

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State: Bodily Injury, Death, and Property Damage:

$1,000,000 per accident (for all claimants for claims arising out of a single accident or occurrence).

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iv. PROFESSIONAL LIABILITY INSURANCE. Professional liability insurance with limits of not less than $2,000,000 per claim, and $4,000,000 in the aggregate.

ADDITIONAL INSURED. The Commercial General Liability Insurance, Automobile Liability and any Umbrella/Excess Liability insurance must include the Central Oregon Intergovernmental Council, its officers, employees, and agents as Additional Insureds but only with respect to the Subrecipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and COIC's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if the Subrecipient elects to maintain "tail" coverage and if the maximum time "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subrecipient may request and COIC may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COIC approval is granted, the Subrecipient shall maintain "tail" coverage for the maximum period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR NON-RENEWAL. Subrecipient or its insurer must provide 30 days' written notice to COIC before cancellation of or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall provide COIC a certificate(s) of insurance for all required insurance before the Subrecipient performs under the Contract. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

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