REQUEST FOR PROPOSAL
RFP# CED-Housing 26-02
Funding Proposal Request for Unallocated Statewide Shelter Program Funding

CLOSE DATE: **Friday, February 16, 2026.**

CLOSE TIME: **12:00 pm (Noon)**

DESCRIPTION: **Professional services and direct service delivery of low barrier shelter & STEPS operations.**

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 Proposal. The contact point is the person listed above, unless otherwise stated. Any questions or issues that may arise regarding the specifications, the proposal process, and/or the award process shall be directed to the Contact listed above.

FOR MORE INFORMATION, please refer to "Instructions to Proposers" (page 2).

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INSTRUCTIONS TO PROPOSERS

A. PROPOSAL PREPARATION AND SUBMISSION:

1. GENERAL INFORMATION:

In July 2025, the Oregon Legislature passed House Bill 3644, establishing an ongoing Statewide Shelter Program to address the growing challenge of unsheltered homelessness and sustain access to safe, housing-focused shelter statewide. The program's primary goal is to reduce unsheltered homelessness and support individuals in transitioning to housing stability. This initiative creates a coordinated statewide shelter system administered by Oregon Housing and Community Services (OHCS). The system is designed to operate through regional administrators who are deeply connected to their communities and understand local needs. By leveraging regional expertise, the program ensures that shelter resources are responsive, equitable, and tailored to diverse populations across Oregon. The Statewide Shelter Program represents a significant shift toward a systematic, long-term approach to homelessness, emphasizing collaboration between state agencies, local governments, and community-based organizations. It aims to provide safe, accessible, and supportive shelter options while integrating pathways to permanent housing and stability.

To implement this program at the regional level, the Central Oregon Intergovernmental Council (COIC), serving as the MAC lead and Regional Administrator for Oregon's Statewide Shelter Program (SSP), is seeking proposals from qualified providers to deliver services that address unsheltered homelessness in the Central Oregon region. This RFP invites organizations with proven experience and capacity to implement and operate low-barrier, housing-focused solutions that align with the SSP's goals of reducing unsheltered homelessness and supporting pathways to housing stability. For additional details and requirements, please refer to the Scope of Work section of this RFP.

2. PROPOSAL FORMAT: **Proposals must be submitted to COIC in electronic format via email to kbanner@coic.org.**

Inquiries must be directed to COIC by e-mail: kbanner@coic.org

Faxed submissions will NOT be accepted.

COIC is not responsible for the proper identification and handling of any proposal not submitted in a timely manner.

All proposals become part of the public file for the project, without obligation to COIC. COIC reserves the right to reject any or all proposals for good cause and in the public interest. Proposers responding to this RFP do so solely at their expense, and COIC is not responsible for any expenses associated with the preparation of the proposal.

Proposals for this project should include a narrative that conveys your understanding of the project's purpose and goals, including the Scope of Work, and how your project proposal meets these goals. The description should demonstrate the capabilities, approach, and problem-solving abilities to accomplish each component of this project. The narrative should provide a description of how this project's goals will be met. Identify key personnel to be utilized for this project, their qualifications, and areas of responsibility.

The Proposal must contain, at a minimum, the following information:

(a) **Organizational Profile, Structure, and Qualifications** - Provide a summary profile of the organization, including:
   a. Organization/Program name, address, contact information, and the name of the primary contact in reference to this proposal;
   b. Information about your organization, including number of years in operation, background, size, types of services provided, populations served, and types of engagements completed;
   c. Any professional accreditations held by the firm/organization; and,
   d. Organization's mission, history, and established partnerships.

(b) **Relevant Experience** – Describe your experience:
   a. Demonstrate understanding of and experience operating low barrier shelter/STEPS programs.
   b. Demonstrate experience with public partners;
   c. Demonstrate experience with meeting both program and financial reporting requirements, including HMIS data entry requirements.

(c) **Proposed Use of Funding** – Provide an overview of how your organization proposes to use this funding as it pertains to the statement of work and funding requirements. Include all of the following that apply:
   a. Specific Services offered to participants and estimated number of households served;
   b. Estimated project cost per household/person serviced;
   c. Program model;
   d. What is your historical shelter or STEPS per bed or unit cost?
   e. What is your current shelter or STEPS per bed or unit cost? What does the cost include?
   f. Strategies to assist clients in finding and accessing permanent housing;
   g. Demonstrate how the project addresses disproportionately impacted subpopulations and strategies for culturally responsive services.

(d) **Compliance** – All proposals must confirm compliance with the following:
   a. HMIS participation
   b. Universal Data Elements input
   c. Client-centered, Housing First approach
   d. Agreement and Capacity for the monthly reporting requirements of COIC and OHHS

(e) **Proposed Project Budget** – All proposals must include a detailed budget that includes all anticipated costs for the expenditure period (July 1, 2025 – June 30, 2026), funding from other sources (if applicable), and staffing details (FTE) supported through this funding.

(f) **Signature Page** – All proposals must be signed and dated prior to the submission deadline.

(g) **Page Limit –** Please limit proposals to no more than 8 pages in length, including any boilerplate material.

Questions – Any questions concerning the meaning, definition, or interpretation of the contents of this Request for Proposal must be submitted via email to Kimberly Banner, kbanner@coic.org. Responses to all questions will be emailed to all known prospective proposers, posted on the COIC website: www.coic.org.

3. SOLICITATION SCHEDULE: The following is a proposed schedule for the proposal and subgrantee selection process:

• Request for Proposals Advertised Beginning	January 23, 2026
• Deadline for Request for Clarification	January 29, 2026
• Answers to Questions and Requests	February 2, 2026
• Proposal Submittal Deadline	February 16, 2026
• Proposal Review/Proposal Scoring	February 17-20, 2026
• Estimated Posting- Notice of Intent to Award	February 23, 2026
• Estimated Contract Start Date	March 2, 2026

4. AVAILABLE FUNDING: The total funding available under this RFP **is $177,995.68.** COIC may award this funding to a single project or allocate it across multiple projects, depending on proposal quality, alignment with program priorities, and regional needs. The funding source for all awards is state general funds. As such, selected subgrantees will be required to comply with all applicable state regulations and reporting requirements associated with state-funded programs.

COIC reserves the right to negotiate final award amounts based on available funding and project feasibility.

5. PROPOSAL SUBMISSION: All electronic responses to this Request for Proposals must be delivered via email to Kimberly Banner, kbanner@coic.org, by 12:00 PM Noon, February 16, 2026.

Proposals submitted after that date and time will not be accepted.

6. ACCEPTANCE OF PROPOSALS: COIC reserves the right to cancel the procurement or reject any or all proposals in accordance with ORS 279B.100.

COIC reserves the right to withdraw this RFP at any time without prior notice and makes no representation that any contract will be awarded to any firm or individual responding to this RFP.

7. REQUESTS FOR CLARIFICATION OF RFP PROVISIONS OR SPECIFICATIONS; CHANGES OR MODIFICATIONS; PROTESTS**:** The appropriate means of seeking clarification of RFP provisions or specifications is through the submittal of

a request for clarification. Any Proposal that takes exception to the specifications or contractual terms of the Solicitation may be deemed non-responsive and may be rejected.

7.1 Request for Clarification: Any Proposer requiring clarification of any provision or specification of this Solicitation may submit a request for clarification to the RFP Contact. To be considered, the request for clarification must be in writing and must be received by COIC prior to the Deadline for Request for Clarification/Protests specified in Section 3 "Solicitation Schedule." Requests for clarification may only be submitted by email message.

7.2 Response to Requests for Clarification: COIC will make reasonable efforts promptly to respond to each properly submitted written request for clarification. Should COIC determine that a clarification is significant in terms of universally affecting this Solicitation, COIC will post the clarification response on the COIC website. COIC may also informally respond to Proposers' questions. However, informal responses do not affect the provisions of the Solicitation. COIC is not responsible for nor required to respond to requests for clarification that are not submitted in time to reasonably provide a response, as such time is determined by the Agency. COIC's failure to respond to a request for clarification within any particular time period shall not affect this Solicitation in any way.

7.3 Protests of contract award are allowed pursuant to Oregon Revised Statute ORS 279B.410. An adversely affected Proposer may submit a written protest of the intent to award to the RFP contact within seven (7) calendar days after issuance of the notice of intent to award a contract. Subject to COIC's Protest Procedures, Protests received after this time will not be considered.

For more information regarding Protest Procedures, please refer to ORS 279A, ORS 279B, and the COIC Procurement page at https://www.coic.org/open-procurements/.

7.4 Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the proposal name and closing date and time. Proposers may not modify proposals after the proposal closing date and time.

8. CHANGES IN SOLICITATION SPECIFICATIONS, REQUIREMENTS, OR TERMS: All specific service components, requirements, and criteria are defined in this Solicitation. COIC reserves the right to change, add, or delete service components and requirements, should COIC become aware of information during the Solicitation period that would affect the intent or goals of this procurement in such a manner that changes would be in the best interest of COIC. Notice will be posted of any changes to this Solicitation that may occur, in accordance with Section 7. If COIC determines that changes to any specifications, requirements, and terms of the Solicitation are in the best interest of COIC, COIC will post notice of the changes, including the complete original language of the affected section, and the new language of the affected section, on the COIC website.

9. RESERVATION OF COIC RIGHTS: COIC reserves all rights regarding this Solicitation, including, without limitation, the right to:

(a) Amend or cancel this Solicitation without liability if doing so is in the best interest of COIC;

(b) Reject any and all Proposals upon finding that it is in the best interest of COIC to do so;

(c) Waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this Solicitation, and seek clarification from the Proposer, if required;

(d) Reject any Proposal that fails to substantially comply with all prescribed Solicitation procedures and requirements;

(e) Amend any contracts that are a result of this Solicitation, as permitted by applicable rule;

(f) Engage other agencies by selection or procurement independent of this Solicitation process and/or any contracts/agreements under it;

(g) Negotiate contract terms with the successful Proposer as specified in Section 13; or,

(h) Request revisions of individual Proposals after their submission and before any award, for the purpose of obtaining best offers.

10. PROPOSAL WITHDRAWAL: A Proposal may be withdrawn in writing on the Proposer's letterhead signed by an authorized representative and received by COIC prior to the time and date set for Solicitation closing. A Proposal may also be withdrawn in person before the time and date set for Solicitation closing upon presentation of appropriate identification.

11. INTENT TO AWARD ANNOUNCEMENT: COIC shall provide written notice of its intent to award a contract to all Proposers who have submitted a responsive Proposal by electronic mail, and generally by posted notice on the COIC website. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to receive a contract award.

12. PERMISSIBLE NEGOTIATIONS: A sample of the form of contract to be awarded is attached as Exhibit E – COIC Subrecipient Agreement ("Contract"). Generally, negotiations between COIC and any Proposer selected for award of a Contract shall be limited to negotiation of the final Contract Statement of Work, including but not limited to the services to be provided, the criteria and process for accepting the services, timelines and deliverables, and a Contract price that differs from a price submitted in a Proposal, provided the negotiations are within the scope of services described in this Solicitation. However, based on information received in any Proposals that may be submitted in response to this Solicitation, COIC may negotiate charges and payment on a different basis. Negotiations of standard COIC personal services agreement terms, including but not limited to the Insurance Requirements, shall be permissible if found to be in the best interests of COIC.

13. INSURANCE REQUIREMENTS: The apparent successful Proposer shall provide proof of required insurance as identified in Solicitation Exhibit E, 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 Proposal rejection. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements contained in the Solicitation prior to Proposal submission.

14. COST OF PREPARING AND SUBMITTING PROPOSALS: All costs incurred in preparing and submitting a Proposal shall be the responsibility of the Proposer and will not be reimbursed by COIC.

15. CONTRACT TERMS AND CONDITIONS: By submitting a proposal, the selected proposer agrees to be bound by the standard Terms and Conditions shown in the example Personal Service Agreement attached as Exhibit E.

17. SOLE PROPRIETORS: If a sole proprietor, submit a detailed business continuation plan. This plan should describe in detail who will complete the scope of work in the event of the sole proprietor's inability to do so. COIC's contract will remain with the initial contracting party, and they must subcontract the firm or sole proprietor who will continue the scope of work. No alterations will be made to the contract amount or schedule to accommodate this change.

B. PROPOSAL EVALUATION AND AWARD:

1. MINIMUM REQUIREMENTS: Evaluation of proposals will be based on compliance with the terms and conditions of the Request for Proposal.

2. EXCEPTIONS: Any deviation from proposal specifications, terms, and conditions may result in proposal rejection.

3. MINIMUM REQUIRED PROPOSER QUALIFICATIONS: **Proposers** must meet the following minimum qualifications in order to be considered for any contract award resulting from this Solicitation. Proposers must possess the following qualifications, abilities, and experience; must be able to individually apply them in performing the required services; and Proposals must demonstrate the Proposer's possession of each attribute.

- Experience providing unsheltered homelessness services in the region.
- Ability to perform the work, services, and accommodate the schedule requirements described in Exhibit A.

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

a) Organizational Capacity and Experience (20 points)
   - Proposer demonstrates organizational stability, relevant experience, and ability to deliver proposed services.
   - Strong history of serving individuals experiencing homelessness and engaging underserved populations.
   - Existing partnerships and collaborations that strengthen service delivery.

b) Alignment with SSP Objectives and Priorities (30 Points)
   - Proposal demonstrates strong commitment to, and clearly aligns with, SSP goals and requirements.

- Incorporates trauma-informed and culturally responsive practices.
- Demonstrates a clear plan and ability to spend down funds within the expenditure period.
- Proposals demonstrate equity and subpopulation impact, addressing needs of disproportionately impacted subpopulations and providing strategies for culturally responsive services and staff training.

c) Scope of Work Proposal (25 points)
- Completeness of proposal
- Demonstrates understanding of the work to be performed
- Provides a clear, detailed plan for service delivery, including:
  - Strategies for transitioning clients from shelter to permanent housing;
  - Outreach model and engagement strategies
  - Housing-focused program design prioritizing rapid transition from shelter or STEPS to permanent housing.

d) Reasonableness of Budget and Cost Effectiveness (15 points)
- Budget is clear, reasonable, and aligned with proposed activities.
- Demonstrates efficient use of funds and leverages additional resources.
- Includes staffing details and FTE allocations.

f) Reporting and Compliance Capacity (10 points)
- Demonstrates ability to meet HMIS requirements, Universal Data Elements, and monthly reporting obligations
- Commits to providing timely and accurate data to COIC for state reporting compliance.

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

COIC reserves the right to waive minor irregularities and omissions if the best interest of COIC will be served by doing so. If any proposal indicates minor noncompliance or variance with the RFP, COIC may, but need not, request that the proposal be supplemented. If requested, the Proposer may submit a supplement to the proposal responsive to such a request within the time period established in such request, which COIC will receive and evaluate in conjunction with the proposal.

The Evaluation Committee shall recommend a contract award to the responsive Proposer submitting the Proposal, meeting the minimum requirements, 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 RFP is not a contract and alone and shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. COIC will pursue negotiations with the proposer whose proposal scores highest. 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 RFP process and start the RFP process again.

6. INVESTIGATION OF LISTED PARTNERS: COIC reserves the right to investigate the listed partners and the past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. COIC may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation.

7. CLARIFICATION AND NEGOTIATION: COIC reserves the right to seek clarifications of each proposal and the right to negotiate the Statement of Work described in this RFP.

8. NOTICE OF INTENT TO AWARD: Subject to ORS 279A, 279B, 279C, and COIC Procurement Policy, COIC will provide a Notice of Intent to Award prior to the formal proposal award by written notice emailed to all proposers. It will also be posted on the COIC website. This shall serve as a notice to all proposers of COIC's intent to make the award to the most responsive proposer.

9. PROPOSAL RESULTS: Proposers may request tabulation of awarded proposals. Each request for the proposal tabulation must be written and must indicate the proposal name and the requester's name and mailing address. Awarded proposal files are public records and available for review at COIC. Please refer to www.coic.org/public-records-request/ for instructions on how to make a public records request.

10. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, COIC generally will not completely review or analyze any proposal response that, on its face, fails to comply with the requirements of the proposal documents or which clearly is not the best proposal, nor will COIC generally investigate the references or qualifications of those who submit such proposal responses. Therefore, the return of a proposal response or acknowledgment that the selection is complete shall not operate as a representation by COIC that a response was complete, sufficient, or lawful in any respect.

11. PROPRIETARY DATA/PUBLIC RECORD: This Request for Proposal, together with copies of all documents pertaining to the award of a contract, shall be kept by COIC and made a part of a file or record which shall be open to public inspection.

12. COMMENCEMENT OF WORK: Proposer shall commence no work under the contract to be awarded until all certificates of insurance, as required in the Subrecipient Agreement (see Exhibit E), have been provided, and a contract has been executed.

13. SUBGRANTEE RESPONSIBILITIES: The Subgrantee will be responsible solely to COIC for the scope of work of the contract to be awarded as outlined in Exhibit A, Scope of Services.

15. PAYMENT FOR SERVICES: No payment will be made for any services performed before the commencement date or after the expiration date of the contract to be awarded. Subgrantee shall not exceed, and COIC shall not pay any amount in excess of the pricing amounts established. The Subgrantee will submit billing for services rendered. Payments will be tied to completion and acceptance of work products, as defined within the Subrecipient Agreement Scope of Work.

Exhibit A – Scope of Work

1. Definitions

As used on this Scope of Work, the following terms and acronyms shall have the meanings defined for each in this section. Where multiple terms or acronyms have the same definition, such terms may be used interchangeably with one another.

SSP (Statewide Shelter Program):
A statewide initiative administered by Oregon Housing and Community Services (OHCS) to maintain and expand shelter capacity, reduce unsheltered homelessness, and support housing stability.

OHCS (Oregon Housing and Community Services):
The state agency responsible for administering SSP and other housing-related programs.

Low-Barrier Shelter:
Shelter that minimizes entry and stay requirements and preconditions, allowing access without sobriety, income verification, or identification documentation.

STEPS (Safe Temporary Emergency Placement Sites):
Designated sites for vehicular camping or basic free-standing structures that provide safe, temporary accommodations for individuals experiencing homelessness. Operate under the STEPS framework: Stabilization, Transition, Engagement, Pathways, Support.

Housing-Focused Activities:
Services and supports that directly assist participants in transitioning from homelessness to permanent housing, including case management, housing navigation, and landlord engagement.

MAC (Multi-Agency Coordination):
A regional task force established under the Governor's homelessness state of emergency to coordinate local emergency homelessness response efforts. MAC provides strategic planning, resource alignment, and policy coordination to reduce unsheltered homelessness, working with OHCS and local partners to implement community plans, prioritize interventions, and ensure efficient use of State funds. The Central Oregon MAC group is led by COIC.

HMIS (Homeless Management Information System):
A data system used to collect and report information on individuals and families experiencing homelessness, required for SSP compliance.

CE (Coordinated Entry):
A standardized process for assessing and prioritizing individuals for housing and services within a region.

Participant:
An individual or household receiving services funded by SSP.

Grantee/Subgrantee:
Organizations receiving SSP funds directly from OHCS (grantee) or through a regional administrator (subgrantee).

2. Project Proposal

COIC is specifically seeking proposals for the following service areas:

- Low-Barrier Shelters - Facilities that provide safe, accessible, and inclusive shelter options with minimal requirements, ensuring equitable access for individuals and families experiencing homelessness.

- Safe Parking Programs (STEPS Model) - Designated, managed parking areas for individuals living in vehicles, integrated with supportive services under the STEPS framework.

- Housing-Focused Case Management - Comprehensive case management services that prioritize transitioning individuals from shelter or safe parking programs into permanent housing. Providers will work closely with clients to develop individualized housing plans, remove barriers to housing access, and coordinate supportive services such as employment assistance, behavioral health, and benefits navigation. The goal is to ensure that shelter stays are short-term and solution-oriented, leading to stable housing outcomes and long-term housing retention.

- Street Outreach Services - Outreach teams that engage individuals experiencing unsheltered homelessness, build trust, and connect them to shelter, services, and housing resources.

Through this RFP, COIC aims to partner with organizations that share a commitment to low-barrier access, cultural responsiveness, and housing-focused strategies. Successful proposals will demonstrate the ability to deliver trauma-informed, person-centered services that meet the diverse needs of Central Oregon communities.

Expenditure Period
All funded activities must occur within the designated expenditure period of July 1, 2025, through June 30, 2026. Proposals should include clear timelines and demonstrate readiness to implement services promptly to maximize impact during this period.

Eligibility Requirements and Notice
Applicants must meet the following criteria:

- Be a nonprofit organization, tribal entity, or local government agency.
- Demonstrate capacity to implement services and reporting requirements.
- Agree to comply with all state regulations and reporting requirements.
- Commit to participation in HMIS and adherence to Universal Data Elements.

To ensure equitable distribution of resources and expand service capacity across the region, organizations currently receiving Statewide Shelter Program (SSP) funding through COIC are not eligible to apply under this RFP. This restriction applies to all organizations with active SSP contracts during the expenditure period July 1, 2025 – June 30, 2026

3. Background

The Statewide Shelter Program was established by OHCS to maintain and expand Oregon's shelter system as part of a coordinated statewide approach to reducing unsheltered homelessness. SSP prioritizes low-barrier shelters and supports STEPS, ensuring individuals and families experiencing homelessness have access to safe, inclusive, and non-exclusionary shelter options.

The program emphasizes housing-focused strategies, connecting participants to permanent housing through case management and supportive services. SSP also funds street outreach to engage unsheltered individuals and link them to shelter and housing resources.

SSP funding is provided through state general funds, and all grantees and subgrantees must comply with program standards, including equal access, nondiscrimination, trauma-informed care, and timely data reporting through HMIS.

4. Regional Context

In Central Oregon, COIC contracted with required shelters to ensure ongoing shelter operations are sustained, working closely with the MAC partners to stabilize critical services. During this process, all projects experienced budget reductions, creating significant challenges for providers.

A small pool of SSP funding is now available to support additional project types – including low-barrier shelters, STEPS, housing-focused case management, and street outreach – to deliver complementary services alongside those already funded. These efforts aim to strengthen a regional homeless response framework, bridging funding baps left by the expiration of Executive Order emergency funding, which had previously supported many agencies.

This RFP represents an opportunity to maintain momentum and sustain essential services, ensuring that individuals and families experiencing homelessness have access to safe shelter, supportive services, and pathways to housing stability.

5. Project Objectives

Funded projects must achieve the following goals and objectives as applicable to project type.

- Sustain low-barrier shelter capacity -Operate shelters that meet SSP habitability standards and prioritize accessibility without preconditions

- Sustain low-barrier secure, managed sites for vehicular camping or basic free-standing structures, ensuring compliance with habitability standards, including sanitation, potable water, and sever weather response.

- Deliver housing-focused case management through a developed IHSP for all participants, while assisting them transition from shelter or STEPS into permanent housing through housing navigation and landlord engagement.

- Conduct street outreach services, engaging unsheltered individuals using trauma-informed, culturally responsive approaches; connecting participants to shelter and housing resources.

- Entering services and program activity into HMIS within 3 business days of client engagement.

- Ensure data and reporting compliance by participating in HMIS and entering Universal Data Elements for all participants.

- Adhere to the reporting schedule for quarterly and annual reporting provided by COIC, see RFP Exhibit B for additional information on requirements.

- Responsive to requests from COIC for specific data/survey/feedback requests as requested by OHCS.

Exhibit B – SSP Reporting Template

Instructions for Statewide Shelter Program reporting

1. Please read through timeline and report thoroughly and reach out if you have any questions. Please email questions to the COIC Housing team at housing@coic.org

2. The first section of your report template includes exit destinations as defined by HMIS. These are the only Exit Destinations we will accept.

3. Please work with COIC support staff and HMIS leads if you are unsure how to pull reports in HMIS for reporting purposes.

4. COIC Staff will send out reminders to identified contacts for SSP reporting each quarter and annually

5. COIC Staff may ask for additional information or follow up from a previous report submitted

4. For the Narrative Section, please complete a separate document.

5. Please submit reporting by 5pm to the COIC Housing email housing@coic.org

Reporting Timeline and Due dates

Quarter	Q1	Q2	Q3	Q4	Annual Report
Reporting	July 1- Sept 30 2025	Oct 1- Dec 30th 2025	Jan 1- March 30th 2026	April 1- June 30th 2026	July 1, 2025- June 30th 2026
Submitting	Not collected due to delays	Combine Q1+Q2	Q3	Q4	Annually
Due Date	Due 1st week of Oct	1st week of Jan	First week of April	First week of July	Second Week of July

Quarterly/Annual Report for Central Oregon Statewide Shelter Program Funding

Reporting Period: _____

Report Due: _____

Submitted By: _____

Project Name

HMIS Destination Categories at Program Exit definitions
Permanent Housing Destinations (Client has secured stable housing expected to continue indefinitely)
• Owned by client, with housing subsidy.
• Owned by client, without housing subsidy.
• Rented by client, with VASH, RRH, or other subsidy.
• Rented by client, without subsidy.
• Staying or living with family, permanent tenure.
• Staying or living with friends, permanent tenure.
• Permanent supportive housing for formerly homeless persons.
• Rental by client with other ongoing housing subsidy (e.g., Section 8)
Temporary Housing Destinations (Short-term or transitional arrangements)
• Transitional housing for homeless persons (including youth).
• Hotel or motel paid for without emergency shelter voucher.
• Staying or living with family, temporary tenure.
• Staying or living with friends, temporary tenure.
• Temporary housing (e.g., through SSVF or crisis programs).
Homeless Situation Destinations (Client is exiting to a literal homelessness situation)
• Place not meant for habitation (e.g., street, vehicle, encampment)
• Emergency shelter, including hotels or motels paid for with emergency vouchers.
• Safe Haven
• Institutional setting where stay was 90 days or fewer and client was homeless prior (e.g., jail, hospital)

Section 1: General Project Information	
Field	**Response**
Subrecipient Name	
Project Name	

Project Type (Shelter, Outreach, Encampment Closure Support)	
Funding Amount Received	
Counties or Jurisdictions Served	
Primary Contact Name & Title	
Contact Email & Phone Number	

Section 2: Project Description (All Projects)

Provide a brief narrative including the following:
-Purpose and Goals of the Project
-Populations Served
-Key Activities and Changes Over the Quarter/Year
-Any Major Shifts in Implementation (Staffing, Funding, Partnerships)

Section 3: Performance Data

Shelter Projects (if you did not receive shelter funding, skip).

Metric	Total
Unduplicated Individuals Sheltered (total sheltered under project)	
Total Bed Nights Provided (total under project)	
Average Length of Stay (Days) (found in APR report)	
Number Exited to Permanent Housing (of exits only)	
Number Exited to Temporary Housing (of exits only)	
Number Returned to Homelessness (of exits only)	
Total Exits within this reporting timeline	

Section 4: Meeting Low-Barrier Requirements

Describe how your project:
-Identified and Reduced Barriers for Marginalized Groups
-Implemented and Maintained Low-Barrier Practices
-Worked to Increase Equitable Access to Services

Section 5: Community Collaboration

Describe the following regarding your project:
-Key Partners Involved and their Roles
-Involvement with Coordinated Entry (if applicable)
-Participation in Regional and Cross-Agency Meetings (e.g. MAC, CoC, RHC)
-Any Joint Efforts during Encampment Closures or Emergency Responses

Section 6: Challenges and Lessons Learned

Reflect on:
-Major Successes from the Past Quarter/Year
-Ongoing Challenges or Gaps in Services
-What Additional Support or Changes would Enhance Impact Moving Forward

Exhibit C – BUDGET TEMPLATE

Agency/Provider		**Contract No.**	
Program/Facility		**Fiscal Year**	
Term of Contract		**Date**	

		BUDGET	FTE'S
I	**PROGRAM PERSONNEL SERVICES (PS)**		
	Program Administration		
	Monitors		
	Peer Supports		
	Case Management		
	Security		
	Maintenance/Facility		
	Kitchen		
	Other		
	TOTAL PERSONNEL SERVICES		
II	**FRINGE BENEFITS**		
III	**TOTAL PS**		
IV	**OTHER OTHER THEN PERSONNEL SERVICE**		
1	**Office Supplies & Equipment**		
2	**Program Services & Supplies**		
3	**Utilities**		
4	**Professional/Contracted Costs**		
5	**Maintenance/Repair**		
6	**Food**		
7	**Contracted Security**		
8	**Other**		
	TOTAL OTPS		
V	**TOTAL PS & OTPS (III + IV)**		
VI	**ADMINISTRATIVE OVERHEAD**		
VIII	**TOTAL**		

Representative Signature

Title **Printed Name**

Date

Exhibit D – OHCS Grant Agreement – Grant No. 9127 Exhibit A The Project

See next page

(Remainder of page intentionally left blank)

EXHIBIT A
THE PROJECT

1. BACKGROUND AND GOALS

With support and direction from Governor Kotek and the Oregon Legislature, Agency has taken bold steps to meaningfully prevent and reduce homelessness across Oregon. This Grant represents phase 1 of a two-phase plan to create the statewide shelter program established in House Bill 3644 (2025) for the 2025 – 2027 biennial cycle. This Grant builds on the foundation of multiple prior Agency funding sources and agreements aimed at expanding and sustaining shelter capacity, as well as supporting housing focused efforts.

This Grant is essential to building the Program and ensuring critical access to safe shelter and housing focused support for individuals and families experiencing homelessness. The primary goal of this phase is to sustain current shelter capacity statewide and to prevent any reduction in services that Grantee currently provides.

Administration of the Program requires regional grant administrators as well as direct service providers. Regional grant administrators pass through Grant Funds to subgrantee direct service providers who provide critical, on-the-ground support and services to Oregonians in need. Regional grant administrators oversee subgrantees and ensure services are provided in accordance with this Grant.

Grantee serves as:

☒ a regional grant administrator
☐ a direct service provider
☐ both a regional grant administrator and a direct service provider

2. DEFINITIONS

"Administrative Costs" means costs to administer the Program or Project. Administrative Costs must be reasonable and necessary, and can include costs that are directly related to this Grant, or indirectly related because they are necessary for the general operation of the organization. Examples of Administrative Costs include, but are not limited to:

- Senior executive management personnel costs;
- Administrative staff travel costs;
- General operating costs, such as: accounting, budget, human resources, contracting, marketing, audit, and organization insurance;
- Board expenses (excluding meals);
- Organization-wide membership fees and dues specific to homeless systems and programs;
- Facility costs not directly related to shelter, such as rent, depreciation, operation, and maintenance; and
- Equipment rental or purchase, utilities not directly related to a shelter, and information technology costs.

"Continuum of Care" or "CoC" means a coordinated network of community-based programs and stakeholders that work together to prevent and end homelessness. The CoC ensures that services are client-centered, locally responsive, and aligned with broader state and federal goals to reduce homelessness.

"Rehabilitation" means action taken to return an emergency shelter or transitional housing property to a useful state by means of repair, modification, or alteration, bringing a property to the point where it is usable, safe, comfortable, hygienic, and habitable, but not expanding or improving on the existing property.

3. PROJECT ACTIVITIES

Grantee must use the Grant Funds only for activities in support of the Program, as further described below. At all times, Grantee must conduct operations and services using evidence-based practices, cultural responsivity, nondiscrimination, and harm reduction.

If Grantee serves as a regional grant administrator, Grantee must cause and require any subgrantee direct service providers, by written agreement, to comply with and perform all Project activities in accordance with the terms of this Grant.

a. Shelter Operations

i. **Minimum Shelter Bed Capacity.** Grantee must continue to ensure the availability of at least the minimum shelter bed capacity shown in the table in this Exhibit A, Part 4. All shelter beds must meet the habitability and low barrier requirements specified in this Grant and must primarily be available throughout the day and night, seven days per week. Unless designated in writing by Agency as an inclement weather shelter, all beds must also be available during all seasons and weather.

ii. **Habitability Requirements.** All shelters, whether congregate or non-congregate, must meet the shelter and housing standards outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Grant. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Grantee must document habitability requirements for all shelters funded under this Grant. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements. Shelter units may be in the form of non-congregate free-standing units if they provide the following amenities:

- Heat;
- Electricity;
- The ability to close and lock a door;
- Showers and restrooms onsite;
- Hard-surface walls and roofing; and
- Food preparation facilities available onsite or meals provided to shelter guests.

iii. **Low Barrier.** Shelters funded through this Grant must be low barrier. Low- and no-barrier policies allow homeless individuals and households to access shelter and services

without preconditions. Low-barrier shelters must focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly when resources allow. To be a low barrier shelter, the following conditions must be met:

- Sobriety and treatment are voluntary;[1]
- No documentation of identification, custody, citizenship, or gender is required. Furthermore, shelters must meet the U.S. Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are available to all individuals and families regardless of sexual orientation, gender identity, or marital status;
- Shelter accommodates pets and belongings;
- No charge to individuals or families for stays, meals, or services rendered; and
- People with criminal convictions, poor credit, or eviction histories are not excluded.[2]

iv. **Client Evaluation.** Grantee must conduct an initial evaluation of clients in accordance with local Continuum of Care requirements applicable at the time of client evaluation. Eligibility based on housing status must be determined during the initial engagement with the client. For clarity, "initial engagement" means the client's eligibility at the time services are needed. Households must meet one or more of the following eligibility categories:

A. **Category 1: Literally Homeless** – Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

- They are living in a primarily nighttime residence that is a public or private place not designed for human habitation (including a car, park, abandoned building, bus or train station, airport, or camping ground);
- They are living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters; transitional shelters; or hotels or motels paid for by charitable organizations or by federal, state, or local government programs); or
- They are exiting an institution where they have resided for 90 days or less and they resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

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[1] Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility, and may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication; however, the requirement to abstain completely from alcohol or drug use is not a characteristic of low-barrier shelters.
[2] Low-barrier shelters may establish requirements that limit access to individuals that have a history or record of prior sex offenses.

B. Category 2: Imminent Risk of Homelessness – Individual or family that will lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; and
- They lack the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

C. Category 3: Homeless Under Federal Statutes – Unaccompanied youth under 25 years of age, or families with children and youth, who do not qualify as homeless under another category but who:

- Are defined as homeless under a federal statute(s);
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the assistance eligibility determination;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; and
- Can be expected to continue in such status for an extended period due to special needs or barriers.

D. Category 4: Fleeing/ Attempting to Flee Domestic Violence – Individual or family that:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no safe residence option; and
- Lacks the resources or support networks to obtain other permanent housing.

E. Category 5: Unstably Housed – Individual or family that is at risk of losing housing, and does not qualify as homeless under another category, provided that:

- They have been notified to vacate their current residence or otherwise demonstrates high risk of losing current housing; and
- They lack the resources or support networks to obtain other permanent housing.

v. Allowable Costs. Costs associated with operating a shelter, such as:

- Lease or rent payments for the shelter;
- Utilities (includes water, sewer, garbage, gas, electricity, internet, phone) for the shelter;
- Security equipment or service to operate the shelter;
- Janitorial supplies and service to operate the shelter;

- Staff costs essential for day-to-day operations;
- Minor maintenance/ repairs to the shelter:
  - Reference "Emergency Shelters: Distinguishing Between Renovation/ Conversion and Maintenance Activities" for clarification between allowable maintenance costs and unallowable conversion/ renovation costs;
  - For activities beyond maintenance/ repair that meet the definition of rehabilitation and are essential;
- Furnishings for the shelter necessary for operation and bed capacity;
- Food for shelter settings; and
- Costs to board and care for shelter guests' animals, such as boarding costs, kennels, leashes, food, toys, and veterinary services not available or inaccessible within the community (all costs must be limited and reasonable).

b. **Housing Focused Activities.** Activities that seek to lower barriers for people experiencing homelessness or housing instability. These activities must actively coordinate services and supports to help people exit homelessness, reduce barriers to rehousing and ensure housing stability. Housing focused activities include, but are not limited to:

- Rental housing costs such as rent payments, arrears, deposits and fees required for move in, pet rent/ deposit, manufactured home rental space "lot rent" if used for primary housing, prepaid rent if accepted by landlord as incentive;
- Utility deposits, payments, and arrears (inclusive of water, sewer, garbage, gas, electricity, phone, and internet);
- Moving costs (inclusive of storage, van/ truck rental, and one-time purchase of move-in necessity basics);
- Housing focused transportation costs such as bus/ train passes, gas vouchers, and rideshare/ cab fares; and
- Housing focused case management costs such as assessment, development of individualized housing service plans, housing search and placement, coordinating access to other resources essential to obtaining and retaining housing, and conducting follow-up and re-evaluation.

c. **Capacity Building.** Activities aimed to improve Grantee's ability to deliver homeless services and strengthen community efforts around supporting people experiencing homelessness, including, but not limited to:

- Technical assistance related to topics such as:
  - Grant administration and management, fiscal training, policy refinement and development;
  - Strategy planning and development around homeless supportive services, homeless services best practices, system design, and other critical areas of learning and growth;
  - Developing or improving data collection methods that inform programmatic improvements;

- Training for staff or community partners to promote skill development of those who participate and work on addressing homelessness in the local community; and
- Homeless Management Information System ("HMIS") and coordinated entry training, support, and continued education.

d. **Street Outreach.** Activities to engage people experiencing homelessness where they are (on the streets, in encampments, or other non-shelter locations). The goal of street outreach is to build trust and connect individuals to critical services including, but not limited to:

- Housing navigation;
- Placement services;
- Sanitation services;
- Basic needs supplies;
- Training; and
- Transportation.

4. ALLOWABLE COSTS

a. **Grant Fund Limitations.** Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period. The following requirements and limitations apply to the Grant Funds:

Budget Category	Requirements and Limitations
Shelter Operations	At least 50% of the Grant Funds must be spent on Shelter Operations. (Reference Exhibit A, Part 3.a.v.)
Housing Focused Activities	Not applicable
Capacity Building	No more than 15% of the Grant Funds can be spent on Capacity Building. (Reference Exhibit A, Part 3.c.)
Street Outreach	Not applicable
Administrative Costs (Regional Grant Administrator)	Grantee may retain and use up to 2% of the Grant Funds allocated to subgrantee direct service providers, for Grantee's Administrative Costs.
Administrative Costs (Direct Service Provider)	If Grantee provides direct services, Grantee may use up to 8% of its direct service allocation for Administrative Costs.

b. **Minimum Shelter Bed Capacity and Direct Service Allocations.** Grantee must continue to ensure at least the minimum shelter bed capacity shown in the table below. Grantee must notify Agency immediately and in writing if Grantee or any subgrantee plans to reduce hours of

operation, shelter bed capacity, or services provided; or plans to close shelter services altogether.

Grantee must further allocate Grant Funds to subgrantee direct service providers, by written agreement. If a direct service provider is not required to provide shelter beds, Grantee may allocate Grant Funds for housing focused activities, capacity building, and/or street outreach, in Grantee's sole discretion. Grantee must specify the type(s) and level(s) of services required in the written agreements between Grantee and its subgrantees. Grantee's allocations to direct service providers must be in amounts sufficient to maintain the specified minimum shelter bed capacity and provide other direct services required by Grantee. Prior to finalizing direct service allocations, Grantee must obtain Agency's written approval of the methodology used to determine allocations. Subgrantee direct service providers may use up to 8% of their direct service allocation for Administrative Costs, regardless of whether a specific amount is specified.

Region	Direct Service Provider	Shelter/ Program Name	Minimum Shelter Bed Capacity
Central Oregon	Central Oregon Veteran & Community Outreach, Inc. doing business as Central Oregon Veterans Outreach (COVO)	COVO Outreach	0
	Central Oregon Villages	Street Outreach and Housing Navigation	0
	City of Bend	Franklin Avenue Shelter	60
	Companion Animal Medical Project	CAMP Outreach Project	0
	First Light Care	Mobile Outreach Program	0
	J Bar J Youth Services, Inc.	Canal House Shelter	8
		Grandma's House	2
		The LOFT	6
		Street Outreach Program	0
	Jefferson County Faith Based Network	Secure Care Shelter Services Center (Madras Homelessness Services Center)	27
	Jericho Road, Inc.	Street Outreach Program	0
	Mountain View Community Development	Safe Parking Program	0
		Street Outreach and Housing Navigation	0
	NeighborImpact	HMIS Lead Agency	0
		Stepping Stone Shelter – Project Turnkey	56
	Reach Out NP	Mobile Case Management	0

Region	Direct Service Provider	Shelter/ Program Name	Minimum Shelter Bed Capacity
	Redemption House Ministries	Street Outreach Program for Crook County	0
		Redemption & Regeneration House Shelters	35
	The Door at Three Rivers, Inc., doing business as La Pine Warming Center	La Pine Inclement Weather Shelter, The Door	20
	Redmond Oasis Village Project	Redmond Oasis Village Operator	20
	Shepherd's House Ministries	Project SHARE	0
		Redmond Shelter	52
		The Lighthouse Navigation Center	100
	Sisters Cold Weather Shelter	Street Outreach Program	0
	Thrive Central Oregon	Street Outreach and Housing Navigation	0
		Total, Minimum Shelter Bed Capacity:	**386**

5. PROJECT MONITORING, REPORTING, AND PERFORMANCE MEASURES

a. Monitoring

i. Agency may monitor Grantee's activities, including Grantee's policies and procedures for monitoring any subgrantees, to ensure Grantee and any subgrantees comply with the terms of this Grant and the use of the Grant Funds. Monitoring activities may include any action deemed necessary and appropriate by Agency, including, but not limited to the following activities:

- On-site or remote Records review;
- Conducting audits;
- On-site inspections;
- Evaluating Grantee's activities and progress; and
- Providing training or technical assistance.

ii. Agency may use third parties to assist with monitoring activities.

b. Reporting

i. Grantee must, and must cause and require its subgrantees by written agreement, to ensure that data collection and reporting, which may include Confidential Information or personally identifiable information, is conducted through Agency-approved systems, including HMIS or HMIS-comparable systems for victim service providers, and follows applicable policies and procedures of Agency. Grantee must also provide technical assistance to its subgrantees, and may request assistance from Agency as needed.

ii. Grantee must, and must require its subgrantees by written agreement to, submit to Agency the following reports, in a format satisfactory to Agency. At Grantee's discretion, Grantee may permit its subgrantees to submit reports to Grantee instead of Agency. Grantee must coordinate the reporting process and must ensure all reports are submitted to Agency by the due dates described below:

A. **Monthly System Query Report.** Activities funded with this Grant must be included in the monthly disaggregated HMIS data using the SAP Business Objects (the HMIS reporting tool) System Query Report. Reports are due 20 days following the end of each month. Reports must be transmitted in a format and method as directed by Agency.

B. **Monthly Housing Inventory Count (HIC) Report.** Activities funded with this Grant, including bed/ unit inventory and utilization rates, must be included in the Monthly HIC Report. Reports are due 20 days following the end of each month. Reports must be transmitted in a format directed by Agency. Reports must be submitted to Agency's Grant Administrator and HCS.REPORTING@HCS.oregon.gov.

C. **Annual System Performance Measure (SPM) Report.** Activities funded with this Grant must be included in the Annual SPM Report. Data for the Annual SPM Report can be found in the WellSky Community Services (ServicePoint) Report Module: System Performance Measures. Reports are due upon Agency's request, which will be after the SPM deadline in HUD HDX. Reports must be submitted to Agency's Grant Administrator and HCS.REPORTING@HCS.oregon.gov.

iii. Grantee may request a reporting deadline extension by sending an email to Agency's Grant Administrator and HCS.REPORTING@hcs.oregon.gov at least 7 days prior to the deadline. To be effective, extensions must be approved in writing by Agency's Grant Administrator.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

c. Performance Measures

i. Grantee must maintain the minimum shelter bed capacity specified in this Grant. Agency will monitor net bed loss.

ii. Agency will monitor Grantee's ability to effect increased housing stability as measured by the number of households who exit the Program into permanent housing and the number of households who exit the Program into unsheltered homelessness.

6. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using OPUS, on a cost incurred quarterly basis upon receipt of Grantee's Request(s) for Funds (RFF)disbursement.

With each RFF, Grantee must submit supporting expenditure documentation satisfactory to Agency, including, but not limited to a general ledger excerpt or equivalent accounting documents that detail Grantee's expenditures. Supporting documentation must specifically note the amount of Grant Funds provided to each subgrantee direct service provider.

Agency may require additional information or clarification as it deems necessary or appropriate in its sole discretion. Grantee's final RFF must be received within 45 calendar days following expiration or termination of this Grant.

Grantee may request, or Agency may, on its own initiative, provide, advance disbursement of Grant Funds. Such a request must minimize the time between the disbursement of Grant Funds and the expenditure of Grant Funds. Requests for advance disbursements must be limited to the minimum amount needed for Grantee's actual, immediate cash requirements to fulfill this Grant. Grantee's financial management systems must provide for fund control and accountability.

Approval of Grantee's request for advance disbursement will be at Agency's sole discretion. If Agency provides an advance disbursement of Grant Funds, Grantee must submit supporting expenditure documentation for the advanced Grant Funds. Before a request for an advance disbursement will be considered by Agency, Grantee must be current in its submittal of supporting expenditure documentation.

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Exhibit E – COIC Professional Services Agreement

See next page

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SUBRECIPIENT AGREEMENT
Shelter Operations Agreement No. COIC-SSP xxx

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).

PURPOSE
The purpose of this Agreement is to provide funding to maintain momentum toward a fully realized Statewide Shelter Program. The State of Oregon, acting by and through its Housing and Community Services Department, is responsible for creating a Statewide Shelter Program for the purpose of reducing unsheltered homelessness and transitioning people from experiencing homelessness into housing stability. These grant funds will maintain and build on the statewide effort to prevent and end homelessness by supporting shelters and housing focused efforts.

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; 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 provide all services and materials as specified in Schedule 1.1 (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"). Subrecipient may pass through funds received under this Agreement to other subrecipients, subgrantees, or subcontractors to fulfill the requirements of this Agreement.

   1.2 **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)

   1.3 **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 objective changes subject to an equitable adjustment in the scope of work, fees, and schedule for completion. COIC shall give Subrecipient 30-day notice of any such change.

   1.4 **Effective Date and Duration.** The effective date of this Agreement is (date) ("Effective Date") and shall remain in effect until and including (date) ("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 ($ amount) for eligible incurred costs and expenses as applicable to the Scope of Work 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 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.** Administrative Expenses are not to exceed 8% of the direct service allocation. Administrative Expenses, for the purpose of this Agreement, include indirect costs for both Subrecipient and any other subrecipients, subgrantees, or subcontractors, and COIC will not reimburse Subrecipient costs incurred in excess of this amount.

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 Over-expenditure of indirect costs are not allowable.

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

2.6.5 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.

DRAFT

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, Exhibit B, Exhibit C, Exhibit D and Exhibit E.

4. REPRESENTATIONS AND WARRANTIES.

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 requirements, including naming COIC additional insured, may be met by the Subrecipient, subgrantee, or subcontractor providing services as shown in Schedule 1.1.

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.

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.

Subject to the limits of the Oregon Tort Claims Act, 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 pursue 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, electronic or other form, that are pertinent to this Agreement in

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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. 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, 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 thirty (30) 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

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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 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 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
Contact
Address
City, State, Zip
email

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.

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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 incurred in such proceedings 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.

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.

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COIC:

Central Oregon Intergovernmental Council
an Oregon entity organized under ORS Chapter 190

Signature:_____

By: Tammy Baney
Its: Executive Director

Subrecipient:

Entity
(organization type)

Signature:_____

By:
Its:

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Schedule 1.1

Scope of Work

Description of Services and Grant Activities

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 The Project found in Oregon Housing and Community Services (OHCS) Grant #9027 attached herein as Exhibit B.

1) OVERVIEW

a) Subrecipient to utilize Operational Support for Statewide Shelter Program (SSP) funding to operate, provide services, and administer (Number of) low barrier shelter beds located at (Shelter Location) shelter operated by (Entity)

b) Low and no barrier policies allow individuals and households experiencing homelessness to access shelter and services without preconditions. Operations must align with OHCS requirements and definitions.

2) SSP ELIGIBILITY AND REQUIREMENTS. Low Barrier Eligibility must include:

i) No requirements of personal identification papers to enter/stay in shelter
ii) No background check requirements to enter shelter
iii) No Drug/alcohol testing required
iv) Sobriety and treatment are voluntary and cannot be conditions for termination
v) Guest participation in case management/program offered but participation is not required for client eligibility to stay in shelter
vi) Entry process is not overly cumbersome and does create a barrier for client to access shelter
vii) Shelter accommodates pets and belongings
viii) No charge to individuals or families for stays, meals, or services rendered.

b) Per the Governor's Emergency Order – Multi-agency Coordination (MAC) Group Directive:

i) Subrecipient shall participate in Continuum of Care (CoC) meetings and other meetings related to the Region's Homelessness Response Network.
ii) Subrecipient shall participate in the CoC's Coordinated Entry System, abiding by and adhering to the CoC's Policies and Procedures.

3) PROGRAM REQUIREMENTS

a) Project Activities. Subrecipient must use the Grant Funds solely for activities in support of the Program, as described below.

i) At all times, Subgrantee must conduct operations and services using evidence-based practices, cultural responsiveness, nondiscrimination, and harm reduction principles**.**
ii) All subrecipients must comply with and perform Project activities in accordance with this grant.

b) Shelter Operations:

i) **Minimum Shelter Bed Capacity:**

(1) Subrecipient must continue to ensure the availability of at least the minimum shelter bed capacity shown in Section 1, Program Overview.

(2) All shelter beds must meet the habitability and low barrier requirements specific in this Grant and must primarily be available throughout the day and night –**seven** days per week. Unless designated in writing by COIC as an inclement weather shelter

(3) All beds must also be available during all seasons and weather.

c) Habitability Requirements:

i) All shelters, whether congregate or non-congregate, must meet the shelter and housing standards outlined in 24 CFR 576.403 standards (structurally sound, safe, and suitable for habitation), regardless of whether 24 CFR 576.403 independently applies to such shelters apart from this Grant.

(1) Shelters must be structurally sound.

(2) Tents and other structures without hardened surfaces do not meet these minimum standards and are unallowable.

(3) COIC must document habitability requirements for all shelters funded under this Grant.

(4) COIC will provide technical assistance with support from OHCS to ensure compliance with habitability requirements.

(5) Shelter units may be in the form of non-congregate free-standing units if they provide the following amenities:

(6) Heat;

(7) Electricity;

(8) The ability to close and lock a door;

(9) Showers and restrooms onsite;

(10) Hard-surfaced walls and roofing; and

(11) Food preparation facilities available onsite or meals provided to shelter guests.

d) **Low Barrier Requirements.** Shelters funded through this Grant must be low barrier. Low- and no-barrier policies allow homeless individuals and households to access shelter and services without preconditions. Low barrier must focus on assessment and triage and intentionally link to permanent housing resources so that people move through to housing quickly when resources allow.

To be a low barrier shelter, the following conditions must be met:

(1) Sobriety and treatment are voluntary[i]

(2) No documentation of identification, custody, citizenship or gender is required.

(3) Furthermore, shelters must meet the US Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are available for all individuals and families regardless of sexual orientation, gender identity, or marital status;

(4) Shelter accommodates pets and belongings;

(5) No charge to individuals or families for stays, meals, or services rendered; and

(6) People with criminal convictions, poor credit, or eviction history are not excluded[ii]

e) Client Evaluation. Subrecipient must conduct an initial evaluation of clients in accordance with local Continuum of Care requirements applicable at the time of client evaluation.

(1) Eligibility based on housing status must be determined during the initial engagement with the client. For Clarity, "initial engagement" means the client's eligibility at the time services are needed.

(2) Households must meet one or more of the following eligibility categories:

(a) Category 1: Literally Homeless- Individual or family that lacks aa fixed, regular, and adequate nighttime residence, meaning:

(i) They are living in a primarily nighttime residence that is public or private place not designed for human habitation (including a car, park, abandoned building, bus or train station, airport or camping ground);

(ii) They are living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters; transitional shelters; or hotels paid for by charitable organizations or by federal, state or local governments programs); or

(iii) They are exiting an institution where they have resided for 90 days or less and they reside in an emergency shelter or place not meant for human habitation immediately

(b) Category 2: Imminent Risk of Homelessness – Individual or family that will lose their primary nighttime residence provided that:

(i) The primary night-time residence will be lost within the 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) They lack resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

(c) **Category 3: Homeless Under Federal Statues**—Unaccompanied youth under 25 years of age, or families with children and youth, who do not qualify as homeless under another category but who:

(i) Are defined as homeless under a federal statute(s);

(ii) Have not had a lease, ownership interest or occupancy agreement in permanent housing during the 60 days prior to the assistance eligibility determination;

(iii) Have experienced persistent instability as measure by two moves or more during the preceding 60 days; and

(iv) Can be expected to continue in such status for an extended period due to special needs or barriers.

(d) **Category 4: Fleeing/Attempting to Flee domestic Violence—**Individual or family that:

(i) Is fleeing, or is attempting to flee, domestic violence;

(ii) Has no safe residence option; and

(iii) Lacks the resources or support networks to obtain other permanent housing.

(e) **Category 5: Unstably Housed**—Individual or family that is at risk of losing housing, and does not qualify as homeless under another category, provided that:

(i) They have been notified to vacate their current residence or otherwise demonstrates high risk of losing current housing; and

(ii) They lack the resources or support networks to obtain permanent housing.

4) **USE OF GRANT FUNDS.** Costs associated with operating a shelter such as:

(a) Grant funds may be used for shelter operations. For the purpose of this Agreement, shelter operations are those costs associated with maintaining and operating shelter facilities whose primary purpose is to provide shelter to the general homeless populations.

(b) Grant funds may be used for expenses such as:

ii) Lease or rent payments for shelter facility;

iii) Utilities for shelter facility (including water, sewer, garbage, gas, electricity, internet, and phone);
iv) Security equipment or service to operate shelter facility;
v) Janitorial supplies and services to operate shelter facility;
vi) Facility management (staff costs for a facilities manager to manage day-to-day operations necessary to ensure a physical environment also supports a shelter's needs and core function);
vii) Minor maintenance/repairs to facility;
viii) Furnishings for shelter facility necessary for operation and maintained bed capacity.
ix) Food for shelter settings; and costs to board and care for shelter residents' animals, such as boarding costs, kennels, leashes, food, toys, veterinary services not available or inaccessible within the community (such costs must be limited and reasonable).

b) **Grant Fund Limitations.** If subrecipient provides direct services, Grantee may use up to 8% of its direct service allocation for Administrative Costs.

c) **Minimum Shelter Bed Capacity and Direct Service Allocations.** Subrecipient must continue to ensure at least the minimum shelter bed capacity of (Number of) beds. Subrecipient must notify COIC immediately and in writing if subrecipient plans to reduce hours of operation, shelter bed capacity, or services provided; or plans to close shelter services altogether.

5) PROJECT MONITORING, REPORTING AND PERFORMANCE MEASURES

a) **Monitoring. C**OIC may monitor subrecipient activities, including program policies and procedures. Monitoring activities may include any action deemed necessary and appropriate by COIC, including but not limited to the following activities:
i) On-site or remote Records review.
ii) Conducting audits
iii) On-site inspections
iv) Evaluating subgrantee's activities and progress; and
v) Providing training or technical assistance

6) REPORTING REQUIREMENTS.

a) Data collection and reporting: 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, as long as it is within 72 hours of when the intake occurred. Exceptions are only allowed with prior written approval provided from State via COIC. Bed/unit inventory and utilization rates must be reported within 20 days of month end.

b) **Data Collection and Evaluation.** Subrecipient is required to report quality 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. Pay specific attention to data accuracy in terms of Exit Locations.

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c) **Critical Incident Reporting.** Subrecipient is required to report any critical incidents related to the health or safety of both the clients and staff under this Agreement. Subrecipient must have a formal process for addressing these incidents, including a grievance process for both clients and staff.
d) **Program Reporting.** Subrecipient is required to report program level data and narrative utilizing Statewide Shelter Program reporting workbook, attached herein as Exhibit E.
e) **Additional Reporting.** Subrecipient shall provide additional reports and shall cooperatively attend meetings as reasonably requested by COIC or State.

7) PERFORMANCE MEASURES

a) Subrecipient must maintain the minimum shelter bed capacity specified in this Grant. COIC will monitor net bed loss.
b) Increased housing stability as measured by the number of households who exit the program into permanent housing and the number of households who exit the program into unsheltered homelessness.

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[1] Low Barrier shelters may establish requirements that limit the use of drugs and alcohol on common or shared areas of the facility and may establish behavioral expectations that limit disruption or violent behavior from intoxication.

[1] Low-Barrier shelters may establish requirements that limit access to individuals that have a history or record of prior sex offenses.

Schedule 2.1
Compensation and Reporting

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

1. Compensation.

A. Invoice

a. Subrecipient will submit invoices to COIC concerning the Services performed by Subrecipient, or subcontractors performing the Services for which funding is provided under this Agreement, during the immediately preceding month(s) (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:

C. Advancement of Funds

a. For Subrecipients requesting cash advances, the Subrecipient must submit advance payment requests 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 operations-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 billing period, but no less frequently than monthly. Subrecipient shall submit billing workbooks and cash request forms as created and provided by COIC for monthly and final billings, including all required signatures. The payment request shall include a reporting of actual expenditures – separated by line items and fund source.

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b. Final Billing for Close-Out. All Contract billings shall be submitted by **20** days after end of contract. This will constitute the final contract billing request for the Contract. No charges submitted more than **20** 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.

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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).

iv. PROFESSIONAL LIABILITY INSURANCE. Professional liability insurance with limits of not less than $1,000,000 per claim, and $2,000,000 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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