COIC

REQUEST FOR FUNDING APPLICATION

RFA CED-Housing #26-06

Statewide Shelter Program (SSP) – Low Barrier Emergency Shelter and STEPS Operations

CLOSE DATE:	**June 10, 2026**
CLOSE TIME:	**12:00 pm (Noon)**
DESCRIPTION:	**Funding proposal to support SSP-eligible shelter operations and Steps consistent with OHCS guidelines.**
CONTACT:	**Kimberly Howell, Executive Coordinator, Central Oregon Intergovernmental Council ("COIC")**
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E-MAIL:	**khowell@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**

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

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Instructions for Applicants

A. Background & Purpose

The Statewide Shelter Program (SSP) is a statewide initiative designed to sustain and expand Oregon's emergency shelter system and reduce unsheltered homelessness by supporting low barrier shelters, low barrier recovery-based shelters, STEPS sites, and related housing focused activities. SSP funding maintains essential operations, services, administration, and program capacity throughout the state.

Following a competitive statewide procurement, Oregon Housing and Community Services (OHCS) designated the Central Oregon Intergovernmental Council (COIC) as the Regional Coordinator for the SSP within Crook, Deschutes, and Jefferson Counties and the Confederated Tribes of Warm Springs. As Regional Coordinator, COIC is responsible for ensuring no net loss of shelter beds in the region, administering SSP grant funds, supporting STEPS operations, coordinating with regional partners, and ensuring compliance with SSP requirements, including reporting, low barrier standards, equity, and HMIS participation

The purpose of this Request for Applications (RFA) is to identify and select qualified operators of low-barrier emergency shelters and Safe Temporary Emergency Placement Sites (STEPS) to deliver SSP-funded services during the upcoming grant period. The intent is to maintain and strengthen regional shelter capacity, ensure alignment with SSP program requirements, and support consistent, accessible, and accountable service delivery across Central Oregon. Projects proposed under this RFA must include shelter or STEPS operations that meet all SSP habitability, reporting, and low-barrier access standards. Applications proposing activities outside the SSP scope will be considered non-responsive. See the Review & Award Process section for full criteria

Funding Availability & Grant Period

Funding awarded through this RFA is available exclusively for eligible low-barrier shelter operations and STEPS operations, in alignment with SSP program requirements. COIC may award funds to a single project or distribute funds across multiple projects based on regional need, alignment with SSP standards, and the demonstrated capacity of applicants to operate compliant programs. Only projects that include eligible shelter or STEPS operations will be considered responsive.

The available funding is restricted to activities allowable under the SSP, and a limited portion may support low-barrier recovery-based shelters or STEPS programs. Recovery-based operations funded through this RFA may not exceed fifteen percent of the total regional SSP allocation. All applicants must clearly identify whether the proposed project includes recovery-based elements and demonstrate how those operations will meet all SSP requirements.

Eligible expenditures may occur only during the SSP grant period of July 1, 2026, through June 30, 2027. Costs incurred outside this timeframe are not eligible for reimbursement. Administrative costs are limited to ten percent of the total award and must be clearly identified, reasonable, and tracked separately from program operating costs.

B. Eligible Applicants

Eligible applicants include nonprofit organizations, tribal governments, and local government agencies that currently operate, or demonstrate the capacity to operate, an SSP eligible low barrier emergency shelter or STEPS site within Crook, Deschutes, and Jefferson Counties or the Confederated Tribes of Warm Springs.

Applicants must demonstrate the organizational capacity to manage shelter or STEPS operations, including staffing, policies, and infrastructure sufficient to meet SSP standards. They must show the ability to comply with SSP requirements such as HMIS participation, low barrier access, nondiscrimination obligations, equity practices, habitability standards, and all relevant state and federal policies. Applicants should also demonstrate coordination with regional partners, collaboration with culturally specific organizations, and the incorporation of individuals with lived experience in policy and program development.

Applicants proposing activities that do not include eligible shelter or STEPS operations, including standalone street outreach, housing navigation, or other housing focused services, are not eligible for funding and will be deemed nonresponsive.

C. Allowable Uses

Funding awarded through this RFA may be used only for eligible Low Barrier Emergency Shelter Operations and Safe Temporary Emergency Placement Sites (STEPS) Operations as defined in the Statewide Shelter Program (SSP) guidance. These funds are intended to support the day-to-day operations of shelters and STEPS sites that provide safe, low-barrier emergency accommodations for individuals and households experiencing homelessness.

Allowable SSP uses differ for shelters and STEPS sites. The table below summarizes the operational costs that may be funded under this RFA. Applicants should review the table carefully to confirm that all proposed activities fall within SSP-eligible uses. Costs that are not included in the table, or that fall outside the SSP program scope, are not eligible for reimbursement.

Shelter Operations are costs necessary to maintain and operate eligible Low-Barrier Shelter facilities whose primary purpose is to provide emergency shelter to people experiencing homelessness.	STEPS Operations support the costs of operating Safe Temporary Emergency Placement Sites that provide a safe, sanctioned location for participants to stay in their vehicle or an approved basic free-standing structure
Allowable costs include: • Facility lease or rent • Utilities (water, sewer, electricity, gas,	**Allowable costs include:** • Site lease or rent • Utilities (water, sewer, garbage,

garbage, phone, internet, etc.) • Security services or equipment • Janitorial, hygiene, office, laundry, and first-aid supplies • Food for shelter participants • Furnishings required to maintain bed capacity • Shelter facility management and operations staff • Maintenance necessary to support ongoing operations (rehabilitation requires prior OHCS approval) • ADA upgrades and equipment necessary for day-to-day operations • On-site or portable toilets/showers and kitchen equipment • Transportation for shelter participants • Participant animal care costs (reasonable and limited) • Translation/interpretation services • SSP specific required staff training • Hotel/motel vouchers used as emergency shelter • Data entry related to SSP requirements	electricity, alternative power sources, phone, internet) • STEPS site staffing and management • Sanitation and waste services, including restrooms and shower access • Potable water and electricity installation/maintenance • Supplies necessary for site operations (janitorial, hygiene, office, first-aid, laundry) • Equipment essential for day-to-day STEPS operations (ADA upgrades, kitchen equipment, storage, portable toilets/showers) • Maintenance necessary for ongoing operations (rehabilitation requires prior OHCS approval) • Warming/cooling units • Laundry supplies and laundry vouchers • Meals and refrigeration equipment • Communicable disease/pest prevention • Towing of abandoned or inoperable vehicles • Barrier removal costs needed to meet shelter habitability standards • Participant animal care costs (reasonable and limited) • SSP specific staff training • Data entry related to SSP requirements
Unallowable Shelter Costs (summarized for clarity) include: • Housing payments or deposits for shelter participants • Utility payments or deposits for shelter participants • Moving costs for shelter participants • STEPS operations • Facility/land acquisition	Unallowable STEPS Costs include: • Tents • Housing payments or deposits for STEPS participants • Utility payments or deposits for STEPS participants • Moving costs for STEPS participants • Shelter facility operations • Facility/land acquisition

In addition to the operational costs summarized in the table, applicants may include housing-focused activities only when those activities are fully integrated into shelter or

STEPS operations and are provided exclusively to individuals currently staying in the shelter or STEPS site. These activities must directly support participants in preparing for and transitioning to stable housing and may not be proposed as standalone projects.

Projects including ineligible activities will be deemed non-responsive. See the Review & Award Process section for full criteria

Applicants are responsible for ensuring that all proposed costs comply with SSP requirements, including any restrictions related to habitability standards, low-barrier access, and recovery-based services. Low-Barrier recovery-based shelter or STEPS operations must be clearly identified and may not collectively exceed fifteen percent of the total regional SSP allocation.

Administrative costs are limited to ten percent of the total award and must be clearly identified, reasonable, and tracked separately from program operating costs. All costs must be incurred during the SSP grant period and align with SSP guidance governing allowability, documentation, and reimbursement.

D. Program Requirements (Compliance)

All applicants must demonstrate their capacity to meet the compliance requirements established by Oregon Housing and Community Services for SSP. These requirements apply to all funded Low-Barrier Emergency Shelter and STEPS projects in the region. Failure to comply may result in corrective action, withholding of funds, contract modification, or contract termination.

This section summarizes SSP compliance requirements relevant to applicants. Full OHCS program guidance applies

1. HMIS Participation and Data Standards. All funded providers must:

- Participate in HMIS (or a comparable database for VSPs) consistent with CoC and OHCS requirements.
- Confirm HMIS project setup using the correct SSP Grant Identifier.
- Enter all services, enrollments, and exits into HMIS within three (3) business days.
- Record all SSP funded service transactions, including required fund source and payment amounts.
- Meet monthly reporting requirements, maintain data accuracy of 85% or above, and respond to data quality issues.
- Participation in shelter count for annual Point in Time Count (PIT) and Housing Inventory Count (HIC).

2. Low-Barrier and Non- Exclusionary- Standards. All SSP funded projects must meet OHCS low- barrier- requirements at least equivalent to 24 CFR § 576.403, as incorporated by SSP guidance, including:

- No preconditions for shelter entry or for duration of stay (no sobriety, no service participation requirements).
- Allowance for service animals and reasonable accommodation for pets.

- No documentation requirements for identity, citizenship, or gender.
- Non-discriminatory access regardless of sexual orientation, gender identity, marital status, criminal history (with limited exceptions), credit, or eviction history.
- Behavioral expectations are limited to ensuring safety and preventing violence/disruption.
- No fees or charges for shelter stays or services.

3. Equity, Accessibility, and Nondiscrimination Requirements. Providers must:
- Operate in compliance with all federal and state nondiscrimination laws.
- Ensure placement and services consistent with gender identity and provide equal access regardless of sexual orientation, marital status, disability, race, national origin, or other protected status.
- Maintain and implement reasonable accommodation procedures for disabilities.
- Provide language access for individuals with Limited English Proficiency (LEP), including interpretation and translation when needed.
- Monitor for disparities in access, services, exits, and separations and take corrective action as needed.

4. Privacy, Confidentiality, and Cybersecurity. Providers must:
- Maintain compliant privacy notifications for participants.
- Protect all participant records (paper and digital) according to state and federal requirements.
- Follow cybersecurity best practices (password protection, secure networks, limited device access).
- Ensure all staff acknowledge confidentiality policies in writing.
- Provide secure record storage with controlled access.

5. Grievance and Appeals Requirements. Providers must maintain a written, stand-alone grievance/appeals policy that includes:
- Participant rights to appeal any termination, denial, reduction, or modification of services.
- Written notification to participants for any adverse decision.
- A minimum 30-day window for participants to submit appeals.
- Review by a neutral decisionmaker not involved in the original decision.
- Written determination to participants within 10 days.
- Documentation of grievances and appeals in participant files.

6. Exit and Separation Policies. Shelters and STEPS sites must:
- Maintain trauma-informed, culturally responsive, clearly documented exit/separation policies.
- Utilize separation only as a last resort in serious safety cases.
- Inform participants of their right to appeal any involuntary exit.
- Document all steps taken before separation and all actions leading to the decision.
- Analyze exits for disproportionate impact on marginalized communities.

7. Records Management and Retention. Providers must:

- Maintain complete program, fiscal, and participant records.
- Retain records for a minimum of six (6) years, or longer if required by law or due to audits.
- Provide access to OHCS, COIC, and state auditors upon request.
- Ensure secure retention and timely destruction in compliance with regulations.

8. Procurement, Fixed Assets, and Financial Controls. Providers must comply with SSP fiscal and procurement standards, including:

- Pre-approval from COIC and OHCS for fixed asset purchases ≥ $10,000
- Pre-approval for COIC and OHCS all vehicle purchases.
- Prohibition against using SSP-funded assets as collateral.
- Cost allowability, allocation, and documentation standards consistent with GAAP.
- Internal controls that prevent fraud, ensure separation of duties, and support audit readiness.

9. Reporting Requirements. Providers must:

- Submit all required programmatic and fiscal reports in alignment with COIC and OHCS deadlines
- Participate in monitoring activities conducted by COIC and OHCS and respond to corrective actions in a timely manner.
- Provide narrative updates describing progress, milestones, challenges, and housing-focused outcomes with reimbursement requests

E. Target Populations & Geographic Coverage

Funded projects must prioritize unsheltered individuals and households experiencing homelessness within the Central Oregon region. All participants served through SSP-funded shelter or STEPS operations must meet the SSP definitions of homelessness, including Categories 1 through 4, which encompass individuals who are literally homeless, at imminent risk of homelessness, homeless under federal statutes, or fleeing or attempting to flee domestic violence.

Programs must ensure equitable and low-barrier access for all eligible individuals regardless of race, color, national origin, religion, age, disability, familial status, sexual orientation, gender identity, marital status, or any other protected status. Providers may not impose preconditions such as sobriety, service participation, identification, criminal history, or ability to pay, except in limited, program-specific circumstances permitted under SSP guidance. Providers must also provide reasonable accommodations for individuals with disabilities and ensure meaningful access for individuals with limited English proficiency.

All shelter and STEPS operations funded under this RFA must serve individuals and households experiencing homelessness within Crook, Deschutes, and Jefferson Counties and the Confederated Tribes of Warm Springs. Providers may serve participants from anywhere within the region and may not restrict access based on local jurisdiction or municipal boundaries. SSP guidance does not require strict service area enforcement; instead, providers are expected to coordinate across jurisdictions and ensure that

participants receive appropriate services- through soft handoffs and collaborative partnerships when needed.

Applicants must demonstrate how they will support equitable geographic access across the region, including strategies to serve both urban and rural areas and populations most disproportionately impacted by homelessness. Coordination with regional systems—including the local Continuum of Care, Coordinated Entry, local governments, culturally specific organizations, and healthcare partners—is required to ensure comprehensive, accessible service delivery and alignment with regional priorities.

F. Application Components & Page Limits

Applicants must submit the completed Application Template (Attachment A) and Budget Template (Attachment B). Narrative responses must not exceed ten (10) pages, using 12-point font and one-inch margins. The page limit applies only to the narrative portion of the application and does not include the Application Questionnaire, Proposal Screening form, budget materials, or required attachments.

The narrative must address all required components listed below. Applicants should provide clear, complete descriptions that demonstrate the organization's readiness and ability to operate SSP-funded Low-Barrier Shelter or STEPS programs in alignment with all program standards.

Applicants may include attachments only when explicitly requested or when they directly support the narrative (such as organizational charts, site management plans, or relevant policies). Attachments should be limited to materials that enhance clarity; unrequested attachments may not be reviewed.

Required Narrative Components. The narrative must address the following areas, in order:

1. **Organizational Overview.** Applicants must describe their organizational role in shelter or STEPS operations, the structure and staffing model that will support the proposed project, the organization's approach to required SSP trainings, and any prior relevant experience operating similar programs.
2. **Project Design and Operations.** Applicants must describe the operating model, site(s), capacity, participant flow, safety and security practices, low barrier operations, and habitability maintenance. Applicants should address STEPS operations if applicable, explain how housing focused activities are integrated into daily operations, and identify implementation timelines and performance targets.
3. **Equity and Inclusion.** Applicants must describe how equal access, language access, reasonable accommodations, privacy, confidentiality, grievance procedures, and equitable exit/separation practices are implemented and monitored.
4. **HMIS, Data, and Reporting.** Applicants must confirm their ability to complete required HMIS project setup, ensure timely data entry and monthly reporting, maintain data accuracy, and identify the staff person responsible for HMIS and

reporting functions. Organizations using a comparable database must describe how required aggregate reporting will be completed.

Budget and Cost Reasonableness. Applicants must confirm that their proposed budget includes only allowable SSP shelter or STEPS costs and that administrative costs do not exceed 10 percent. Applicants must explain cost drivers, how SSP funds complement other funding, and how fiscal controls will ensure accuracy, appropriate documentation, and fraud prevention.

G. Evaluation Criteria

COIC will evaluate only those applications that meet all minimum eligibility, compliance, and scope requirements outlined in this RFA. The Evaluation Criteria are provided to help applicants understand how proposals will be assessed and what information reviewers will be looking for in the narrative submission. These criteria reflect the operational, equity, compliance, and service delivery standards required under the Statewide Shelter Program (SSP). Applicants should review the criteria carefully and ensure that their narrative responses address each area with clarity and specificity**.**

Minimum Screening

Before full evaluation, COIC will conduct an initial screening to confirm that each application meets the basic eligibility and compliance requirements. Applications that do not propose eligible Low Barrier Shelter or STEPS operations, include ineligible activities, or fail to meet any other minimum requirement listed in the Proposal Screening Checklist will be deemed nonresponsive and will not advance to scoring.

Only applications that pass minimum screening will be evaluated using the scoring matrix below.

Evaluation Criteria – Scored Matrix. The following Evaluation Factors will be used to evaluate proposals submitted (100 points total):

Category	**Criteria**	**Points**
i. Organizational Capacity and Experience	Evaluation will consider whether the applicant provides **documented evidence** of capacity to operate a Low-Barrier Shelter or STEPS site, including a clearly defined **organizational structure**, staffing levels matched to project scale, and an established or implementable **training plan** addressing all SSP required topics (trauma-informed care, harm reduction, DV response, cultural responsiveness, implicit bias, safety, and deescalation). Reviewers will assess the applicant's **track record** in managing shelter/STEPS or comparable programs and the presence of written policies required under SSP, such as low-barrier	25

	access, confidentiality, and grievance/appeals.	
ii. Project Design & Operations	Evaluation will assess the **clarity and feasibility** of the operational plan, including a measurable description of **bed capacity or STEPS slots**, staffing coverage, hours of operation, participant flow, site safety protocols, and enforcement of low-barrier standards. Reviewers will look for **evidence of compliance** with SSP habitability and amenities requirements (e.g., restroom/shower access, potable water, electricity/lighting, pest/disease prevention, site security). Proposals must present **quantifiable performance targets**, such as projected occupancy, bed-nights, IHSP completion rates, or anticipated exits to stable housing. STEPS proposals must include a measurable **site management plan** addressing sanitation, waste management, severe weather strategies, and abandoned vehicle policies	30
iii. Equity, Accessibility & Participant Rights	Evaluation will consider whether the applicant demonstrates **measurable strategies** to operationalize SSP requirements for equal access, nondiscrimination, LEP/language access, reasonable accommodations, privacy, confidentiality, and participant rights. Reviewers will look for **documented policies** supporting grievance/appeals and trauma-informed exit/separation processes, and whether the applicant provides a plan for **monitoring and addressing disparities** (e.g., tracking disaggregated exits or barriers to entry). Evidence of partnership with culturally specific or culturally responsive organizations will be considered.	15
iv. HMIS, Data, & Reporting Capacity	Evaluation will assess whether the applicant can meet SSP data standards through **demonstrated systems and processes**, including a plan for timely HMIS entry (**within 3 business days**), monthly reporting by the **15th**, internal data quality checks, and compliance with required HMIS project setup. Reviewers will evaluate the applicant's **staffing for data entry/reporting**, experience with similar systems, and readiness to meet ongoing reporting expectations. VSPs must demonstrate the ability to maintain a **comparable database** and submit required aggregate reporting.	15
v. Budget & Cost Reasonableness	Evaluation will consider whether the proposed budget includes only **allowable SSP Shelter or STEPS costs** and whether the costs are reasonable for the scale and nature of the project. Proposals must demonstrate a clear and feasible approach to **braiding SSP funds with other funding**	10

	sources—such as local, federal, philanthropic, or private funds—to support long-term sustainability and alignment with regional homelessness response strategies. Reviewers will assess whether the applicant provides evidence of **other secured or anticipated funding**, explains how SSP funds complement (rather than duplicate) existing resources, and presents a coherent plan for sustaining operations beyond the SSP grant period. The budget must comply with the **10% administrative cost cap**, include clear line-item explanations, and reflect strong fiscal controls including documentation practices, segregation of duties, and fraud prevention measures.	
vi. Coordination & Readiness	Evaluation will focus on **demonstrated coordination** with regional partners (e.g., Coordinated Entry, local jurisdictions, health providers, culturally specific organizations) and the **readiness** of the applicant to initiate or sustain operations. Reviewers will consider whether the proposal includes a realistic **implementation timeline** with measurable milestones and a **risk mitigation plan** addressing staffing gaps, procurement needs, safety issues, and severe weather contingencies.	5

Applicants should ensure that their narrative clearly addresses the elements described in the evaluation criteria, including organizational capacity, operational design, equity practices, data and reporting readiness, budget reasonableness, and coordination with regional systems. Strong proposals will provide concrete, documented examples, clear operational plans, measurable outcomes, and evidence of readiness to implement SSP-funded services in alignment with all requirements

H. Submission Instructions

To be considered, Applicants must submit a complete application containing the following items, filled in and included in the order set forth below:

1. Project Application Cover Page (included on page 16),
2. Proposal Screening Checklist (included on page 17),
3. Narrative Response(including the items on pages 18-20), and
4. Budget Template .

The complete application must be submitted as an attachment to an email sent to khowell@coic.org and **received no later than 12:00 PM (Noon) on June 10, 2026**. All materials must be submitted in PDF format, nominal 8-1/2 x 11-page size, unless otherwise specified. Late or incomplete applications will not be considered.

Applicants are responsible for ensuring that all required components are included, that narrative responses comply with page limits, and that the full application package is successfully transmitted prior to the deadline. Questions regarding this RFA must be directed only to the Single Point of Contact identified in this document.

I. Review & Award Process

All responsive applications submitted by the deadline will undergo an initial eligibility and compliance screening conducted by COIC. Proposals that do not include eligible Low-Barrier Shelter or STEPS operations, propose ineligible activities such as standalone Street Outreach, Housing Navigation, Capacity Building, or standalone Housing-Focused projects, or exceed the administrative cost cap will be deemed non-responsive and will not be considered for further evaluation.

Eligible applications that pass initial screening will be reviewed and scored by an evaluation committee, which may include COIC staff and regional partners with relevant expertise. Each application will be scored based on the Evaluation Criteria provided in this RFA. COIC's Executive Director serves as the source selection authority and retains full discretion over final award determinations

During the evaluation period, COIC may request clarifications, additional information, or follow-up conversations with applicants. COIC may also verify applicant compliance history, HMIS participation, and reporting performance. Based on application quality, regional needs, and available funding, COIC may award full, partial, or no funding to any applicant. Submission of an application does not create an entitlement to funding

COIC may revise, suspend, or cancel this RFA, in accordance with ORS 279B.100, at any time if doing so is in the best interest of the region. All proposals become part of the public record. Applicants are solely responsible for all costs associated with preparing and submitting their proposals.

A Notice of Intent to Award will be published on the COIC website. Identification of an apparent successful applicant is procedural only and does not create contractual rights. Final awards are contingent upon successful contract negotiation and execution, including submission of required insurance documentation within 30 calendar days.

COIC may engage in permissible negotiations with selected applicants to refine scopes of work, adjust award amounts, or align deliverables and reporting expectations. If agreement cannot be reached, COIC may proceed to the next highest-ranked applicant or elect not to award remaining funds.

ATTACHMENT A: Project Application Cover Page
Deadline: 12:00 p.m., June 10, 2026

Application Questionnaire:

Legal Name of Organization	
Address	
City, State, Zip	
Project Contact Name	
Phone Number	
Email Address	
Shelter Name(s)	
Shelter Address(es)	

Type of Organization:

☐ Nonprofit ☐ Tribal Entity ☐ Local Government

☐ Other (explain) _____

Project type:

☐ Low-Barrier Emergency Shelter Operations

☐ STEPS (Safe Temporary Emergency Placement Sites) Operations

Region of representation:

☐ Crook ☐ Deschutes ☐ Jefferson ☐ Confederated Tribes of Warm Springs

Total Proposal Funding Request: _____

Total Number of Beds Proposed to be Funded: _____ *for STEPS 1 space = 1 Bed

Annual Per Bed Cost: _____

Proposal Screening – Applicant Confirmation

Before COIC advances any proposal to the scoring phase, applicants must complete the following minimum eligibility and compliance screening. This checklist is a required attestation that the proposed project meets the foundational requirements of the RFA. COIC will use the applicant's responses along with COIC's own verification to determine whether the proposal passes the initial minimum screening.

Applicants must check every box below to demonstrate that the project meets all minimum requirements. Proposals with any unchecked items will be deemed non-responsive and may not advance to full evaluation or scoring.

☐ **Eligible Project Type**: This proposal requests funding only for Low-barrier Shelter or STEPS Operations. It does not include standalone Street Outreach, Housing Navigation, Capacity Building, or other Housing Focused Activity projects.

☐ **Low-Barrier Operations Commitment**: We will operate as low-barrier, with no preconditions for entry and stay (such as sobriety or service participation), nondiscriminatory access, reasonable pet and service animal accommodation, no fees for stays/meals/services, and placement consistent with federal equal access standards.

☐ **HMIS Requirements**: We will complete HMIS project setup with the assigned SSP Grant ID, enter services within three (3) business days, and meet monthly reporting requirements by the 15th of each month, while maintaining minimum of 85% data quality accuracy.

☐ **Required Policies**: We have (or will adopt before contract execution) written policies consistent with SSP guidance covering: Equal Access; Nondiscrimination; LEP/Language Access; Privacy Notification and Confidentiality/Cybersecurity; Grievance/Appeals; and Exit/Separation. Written policies must be submitted with project application.

☐ We maintain (or will adopt prior to contract execution) a Conflict of Interest Policy consistent with SSP guidance, including procedures for disclosure, documentation, and staff/board compliance.

☐ We have (or will adopt prior to contract) a written Low-Barrier and Non-Exclusionary Services Policy consistent with SSP guidance.

☐ **Habitability Compliance**: The proposed Shelter or STEPS site meets SSP habitability and amenity standards, including restrooms and showers, potable water, electricity and lighting, sanitation, site security, and—where applicable for basic structures—hard surface walls/floors/roofing and locking doors.

☐ **Allowable Budget + Admin Limit**: Our budget contains only allowable Shelter/STEPS costs. Administrative costs do not exceed the 10% subrecipient admin limit established in the RFA.

Guidance for Preparing Your Narrative Response

The narrative section gives applicants the opportunity to address the criteria that will be evaluated during the scoring process. The prompts below correspond directly to the scoring matrix and outline the information reviewers will assess when determining organizational capacity, operational readiness, equity practices, data compliance, and fiscal soundness. Applicants must respond to all prompts, following the numbering format provided.

The combined narrative, inclusive of all sections and responses, may not exceed TEN (10) pages, using 12-point font and one-inch margins. The page limit applies only to this narrative section; it does not include the application questionnaire, screening or the budget forms.

Applicants should use this narrative to clearly demonstrate how the proposed Shelter or STEPS project will meet SSP requirements, operate as low-barrier, support housing focused outcomes, maintain habitability and safety standards, comply with HMIS and reporting expectations, and responsibly manage public funds. Reviewers will evaluate responses based on clarity, completeness, and alignment with program standards.

Section 1. Organizational Overview

- **Operational Role and Structure.** Describe your organization's role in shelter/STEPs operations and how this project fits into your current service delivery structure. Highlight experience specifically relevant to SSP low-barrier shelter or STEPS operations.
- **Staffing Plan & Coverage**. Explain how staffing will work day-to-day. Include core roles and FTEs, supervision model, coverage schedule, and strategies for recruitment, retention and backup coverage.
- **Required Training Implementation.** Describe how you will ensure all staff receive required SSP trainings (trauma-informed care, harm reduction, de-escalation, cultural responsiveness, DV response, etc.) and how you track and verify completion.
- **Prior Relevant Experience.** Provide specific, measurable examples of past shelter/STEPS/housing-related operations (e.g. occupancy, data timeliness, exits to housing). Describe how past success informs future operations.

Section 2. Project Design and Operations

- **Operating Model & Capacity**. Describe the operating model (Shelter or STEPS), the physical site(s), the number of beds/slots, hours of operation, and *how* participants enter, stay and exit the program. Response should incorporate the following**:**
    i. Describe your animal policy for pets and service animals
    ii. Explain how meal and food access are provided/secured.
    iii. Explain how safety and security will be maintained at the Shelter/STEPS site, including staff presence, security measures, incident response, and alignment with SSP requirements.
- **Low-Barrier Practices**. Explain *how* low-barrier shelters/STEPS will be

operationalized. Provide concrete examples of practices and workflows.

- **Habitability and Safety.** Describe *how* you will maintain SSP habitability standards: restrooms, showers, potable water, electricity, lighting, sanitation, site security, and maintenance. Identify any anticipated repairs needing prior approval.
- **STEPS Management (If Applicable).** Provide a clear plan for managing day-to-day STEPS operations: sanitation, water, power/lighting, waste removal, vehicle management, pest/disease prevention, warming/cooling, and severe weather operations.
- **Housing-Focused Services (If Applicable).** Explain how housing-focused work (IHSP completion, housing search, unit access, coordination, stabilization) is integrated into daily operations and provided only to individuals currently staying in the shelter or STEPS site.
- **Implementation Timeline & Targets**. Provide a timeline with milestones and measurable performance targets, including projected occupancy/utilization rates, IHSP completion expectations, and anticipated exits to stable permanent housing.

Section 3. Equity and Inclusion

- **Equal Access Implementation.** Describe how equal access and nondiscriminatory placement are ensured in daily operations, including placements consistent with gender identity.
- **Language Access & Accommodations**. Explain how you will operationalize LEP/language access (interpretation, translation), and provide examples of reasonable accommodations for disabilities.
- **Privacy & Confidentiality.** Summarize how privacy notification, records protection, and staff confidentiality responsibilities are implemented and monitored.
- **Grievance/Appeals & Exits/Separations.** Describe how participants file grievances/appeals, timelines for response, and how exit/separation decisions are made, documented, and monitored for equitable impact.
- Describe how your program reviews exit/separation decisions to identify any disproportionate impact including how frequently these reviews occur and what data points are used.

Section 4. HMIS, Data, and Reporting

- **HMIS Project Setup**. Describe how your workflow ensures correct enrollment and service entry with SSP Grant Identifier.
- **Data Entry Timeliness & Quality**. Explain how you will ensure entry within 3 business days and monthly reporting by the 15th, including your internal workflow for maintaining complete and timely data entry and correcting errors.
- **Comparable Database (VSP Only)**. If applicable, describe *how* aggregate reporting will meet SSP requirements.
- Identify key position(s) that maintains responsibility of HMIS and provide contact information.

Section 5. Budget & Cost Reasonableness

- **Allowability & Admin Cap.** Confirm costs are allowable for Shelter/STEPS operations and that administrative costs do not exceed 10% include assumptions used to develop cost estimates (e.g., staffing ratios, occupancy projections, supply usage, utility loads).
- **Cost Drivers & Alignment.** Explain the major cost drivers and how each directly supports operations (staffing, utilities, security, sanitation, equipment, transportation, SSP required training, etc.).
- **Other Funding & Sustainability.** Identify other secured/anticipated funds and describe *how* SSP funding is braided to sustain operations beyond the grant period.
- **Fiscal Controls.** Summarize how fiscal controls will ensure accuracy, documentation, reconciliation, and fraud prevention.

ATTACHMENT B: Budget Template

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

Category	Amount Requested	Other Committed/Pending Funding	Other Funding Source Name	TOTAL PROGRAM BUDGET
Personnel (position/FTE)				
	$	$		$
	$	$		$
	$	$		$
	$	$		$
	$	$		$
	$	$		$
TOTAL PERSONNEL	$	$		$
Non Personnel Budget Categories				
	$	$		$
	$	$		$
	$	$		$
	$	$		$
	$	$		$
	$	$		$
	$	$		$
	$	$		$
TOTAL PROGRAM	$	$		$
TOTAL PERSONNEL AND PROGRAM	**$**	**$**		**$**
Total Administrative Direct and Indirect	**$**	**$**		**$**
Budget Totals	**$**	**$**		**$**

Authorized Signature: _____ Date: _____

Title: _____ Printed Name: _____

ATTACHMENT C: DRAFT SUBRECIPIENT AGREEMENT

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

AGREEMENT

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

WHEREAS COIC has applied for and received funds from the State of Oregon, acting by and through its Housing and Community Services Department, to serve as the Regional Coordinator.

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

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

1. **Services**
   - 1.1 Subrecipient shall perform the activities as specified in Schedule 1.1 and Exhibit B (and any other necessary or appropriate tasks and/or services customarily provided by Subrecipient in connection with its performance of those tasks and/or services as described in Schedule 1.1) (collectively, the "services").
   - 1.2 Related to its obligations stated throughout this Section 1, Subrecipient agrees to be bound to timely achieve any goals assigned to it that are stated in the Agreement between the State of Oregon and COIC, attached hereto as Exhibit B.
   - 1.3 **Standards.** Subrecipient will (i) consult with and advise COIC on all matters concerning the Services reasonably requested by COIC, (ii) devote such time and attention to the performance appropriate for the expeditious and prudent performance of the Services in accordance with Section 1.1, (iii) perform the Services to the best of Subrecipients ability, and (iv) according to industry standards. (*See also* Section 5.1, below)
   - 1.4 **Quantity of Work throughout Contract.** The goals, objectives, services, and quantities specified within this contract are requirements for this funding. COIC retains the right to revise the goals, objective, services, and quantities, and thereby the contract amount as goals and/or objectives change subject to an equitable adjustment in the scope of work, fees, and schedule for completion. COIC shall give Subrecipient 30-day notice of any such change.

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1.5 **Effective Date and Duration.** This Agreement shall become effective upon full execution by the Parties and shall remain in effect until and including [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 [award total]** for eligible incurred costs and expenses as applicable to the activities set forth in Schedule 1.1. At its sole discretion and for good cause, COIC may disburse to Subrecipient up to 100% of the total contract price in advance of, or before the completion of performance by Subrecipient of its obligations herein.

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

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

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

2.5 Expenditure Restrictions

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

2.5.1 **Expenditure Period.** The period of performance – the time during which expenditures may be incurred – is **[date] through [date],** unless otherwise extended at COIC's discretion.

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

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.

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

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

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

3. RELATIONSHIP

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

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

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

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

4. REPRESENTATIONS AND WARRANTIES.

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

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accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

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

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

5. COVENANTS

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

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

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

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

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

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indirectly by the intentional misconduct, recklessness or negligence of Subrecipient and/or Subrecipient's Representatives (as defined below), and/or (iii) Subrecipient's failure to pay any tax arising out of or resulting from the performance of the Services. Subrecipient's indemnification obligation provided herein will survive the termination of this Agreement.

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

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

6. DOCUMENTATION AND RECORD KEEPING

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

6.2 Access and Retention. Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writing to Subrecipient, whether in paper, electronic, or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that COIC and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep

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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.

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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 ten (10) days written notice.

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

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

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

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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 [date], 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

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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:	**To Subrecipient:**
Central Oregon Intergovernmental Council	ENTITY
Attn: Contracts	ATTN
1250 NE Bear Creek Road	ADDRESS
Bend, OR 97701	CITY STATE ZIP
contracts@coic.org	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

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the prior written consent of COIC, which consent COIC may withhold in its sole discretion. Subject to the above-stated limitations on Subrecipient's assignment of any of Subrecipient's rights or obligations under this Agreement, this Agreement will be binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

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

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

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

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

10.10 Attorney Fees. In the event litigation or arbitration is instituted to enforce or determine the Parties' rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

10.11 Binding Arbitration. In the event any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), COIC and Subrecipient will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the Parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the Parties. If the Parties do not agree on an arbitrator, each party will designate an arbitrator, and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then- current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the Parties and judgment upon

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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.

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

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Schedule 1.1

Scope of Work

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

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

Scope of Work

Use of Grant Funds

Data Documentation Requirements

Client Evaluation.

Performance Measures

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Reporting Requirements

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

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

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

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

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Schedule 2.1

Compensation and Reporting

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

1. Compensation.

A. Monthly Invoice

a. Subrecipient will submit invoices to COIC concerning the Services and Activities performed by Subrecipient, or subcontractors performing the Services for which funding is provided under this Agreement (each an "Invoice"). Each Invoice will contain the following information as applicable to the project:

i. a summary of the Services performed by Subrecipient;
ii. the number of hours each person spent to perform the Services;
iii. the applicable hourly billing rates;
iv. related invoices from vendors and subcontractors; and
v. any other information reasonably requested by COIC.

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

B. Disbursements Generally

a. COIC shall disburse the Grant Funds upon receipt and acceptance of Grantee's disbursement request according to the following schedule:

i. Grant Funds may be requested monthly for reimbursement of project costs.

C. Advancement of Funds

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

2. Financial Billing Requirements

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

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

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

3. **Subrecipient Budget.** See RFA application and budget as attached herein as Exhibit B.

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:

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$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 $2,000,000 per claim, and
$4,000,000 in the aggregate.

ADDITIONAL INSURED BY ENDORSEMENT. 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 by endorsement, 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. Subrecipient must also submit a copy of each of the endorsements providing COIC with coverage as Additional Insured.

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