

Before Starting the Special CoC Application

You must submit both of the following parts in order for us to consider your Special NOFO Consolidated Application complete:

1. the CoC Application, and
2. the CoC Priority Listing.

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

As the Collaborative Applicant, you are responsible for reviewing the following:

1. The Special Notice of Funding Opportunity (Special NOFO) for specific application and program requirements.
2. The Special NOFO Continuum of Care (CoC) Application Detailed Instructions for Collaborative Applicants which provide additional information and guidance for completing the application.
3. All information provided to ensure it is correct and current.
4. Responses provided by project applicants in their Project Applications.
5. The application to ensure all documentation, including attachment are provided.

CoC Approval is Required before You Submit Your CoC's Special NOFO CoC Consolidated Application

- 24 CFR 578.9 requires you to compile and submit the Special NOFO CoC Consolidated Application on behalf of your CoC.
- 24 CFR 578.9(b) requires you to obtain approval from your CoC before you submit the Consolidated Application into e-snaps.

Answering Multi-Part Narrative Questions

Many questions require you to address multiple elements in a single text box. Number your responses to correspond with multi-element questions using the same numbers in the question. This will help you organize your responses to ensure they are complete and help us to review and score your responses.

Attachments

Questions requiring attachments to receive points state, "You must upload the [Specific Attachment Name] attachment to the 4A. Attachments Screen." Only upload documents responsive to the questions posed—including other material slows down the review process, which ultimately slows down the funding process. Include a cover page with the attachment name.

- Attachments must match the questions they are associated with—if we do not award points for evidence you upload and associate with the wrong question, this is not a valid reason for you to appeal HUD's funding determination.
- We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time).

1A. Continuum of Care (CoC) Identification

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

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1A-1. CoC Name and Number: OR-500 - Eugene, Springfield/Lane County CoC

1A-2. Collaborative Applicant Name: Lane County

1A-3. CoC Designation: CA

1A-4. HMIS Lead: Lane County

1A-5.	New Projects	
	Complete the chart below by indicating which funding opportunity(ies) your CoC applying for projects under. A CoC may apply for funding under both set asides; however, projects funded through the rural set aside may only be used in rural areas, as defined in the Special NOFO.	
1.	Unsheltered Homelessness Set Aside	Yes
2.	Rural Homelessness Set Aside	No

1B. Project Capacity, Review, and Ranking–Local Competition

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

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1B-1.	Web Posting of Your CoC Local Competition Deadline–Advance Public Notice. (All Applicants)	
	Special NOFO Section VII.B.1.b.	
	You must upload the Local Competition Deadline attachment to the 4A. Attachments Screen.	
	Enter the date your CoC published the deadline for project application submission for your CoC's local competition.	08/12/2022

1B-2.	Project Review and Ranking Process Your CoC Used in Its Local Competition. (All Applicants)	
	Special NOFO Section VII.B.1.a.	
	You must upload the Local Competition Scoring Tool attachment to the 4A. Attachments Screen.	
	Select yes or no in the chart below to indicate how your CoC ranked and selected new project applications during your CoC's local competition:	
	1. Established total points available for each project application type.	Yes
	2. At least 33 percent of the total points were based on objective criteria for the project application (e.g., cost effectiveness, timely draws, utilization rate, match, leverage), performance data, type of population served (e.g., DV, youth, Veterans, chronic homelessness), or type of housing proposed (e.g., PSH, RRH).	Yes
	3. At least 20 percent of the total points were based on system performance criteria for the project application (e.g., exits to permanent housing destinations, retention of permanent housing, length of time homeless, returns to homelessness).	Yes

1B-3.	Projects Rejected/Reduced–Notification Outside of e-snaps. (All Applicants)	
	Special NOFO Section VII.B.1.b.	
	You must upload the Notification of Projects Rejected-Reduced attachment to the 4A. Attachments Screen.	
	1. Did your CoC reject or reduce any project application(s)?	Yes
	2. Did your CoC inform the applicants why their projects were rejected or reduced?	Yes
	3. If you selected yes, for element 1 of this question, enter the date your CoC notified applicants that their project applications were being rejected or reduced, in writing, outside of e-snaps. If you notified applicants on various dates, list the latest date of any notification. For example, if you notified applicants on 6/26/22, 6/27/22, and 6/28/22, then you must enter 6/28/22.	09/01/2022

1B-3a.	Projects Accepted–Notification Outside of e-snaps. (All Applicants)	
	Special NOFO Section VII.B.1.b.	
	You must upload the Notification of Projects Accepted attachment to the 4A. Attachments Screen.	
	Enter the date your CoC notified project applicants that their project applications were accepted and ranked on the New Priority Listings in writing, outside of e-snaps. If you notified applicants on various dates, list the latest date of any notification. For example, if you notified applicants on 6/26/22, 6/27/22, and 6/28/22, then you must enter 6/28/22.	10/05/2022
1B-4.	Web Posting of the CoC-Approved Special NOFO CoC Consolidated Application. (All Applicants)	
	Special NOFO Section VII.B.1.b.	
	You must upload the Web Posting–Special NOFO CoC Consolidated Application attachment to the 4A. Attachments Screen.	
	Enter the date your CoC posted its Special NOFO CoC Consolidated Application on the CoC’s website or affiliate’s website–which included: 1. the CoC Application, and 2. Priority Listings.	10/10/2022

2A. System Performance

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

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2A-1.	Reduction in the Number of First Time Homeless—Risk Factors.	
	Special NOFO Section VII.B.2.b.	
	Describe in the field below:	
1.	how your CoC determined which risk factors your CoC uses to identify persons becoming homeless for the first time;	
2.	how your CoC addresses individuals and families at risk of becoming homeless; and	
3.	provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the number of individuals and families experiencing homelessness for the first time or to end homelessness for individuals and families.	

(limit 2,500 characters)

Lane County (LC) examines risk factors such as income level (% of FPL) & mainstream benefits access (e.g. households (HHs) accessing energy/utility assistance), as well as household access to other social services (e.g. food pantries). In addition to programs serving individuals experiencing homelessness, LC collects data for anti-poverty programs in the HMIS such as community service centers, food pantries, senior services, etc., allowing us to identify risk factors in the community through available data. As a Community Action Agency (CAA), LC is responsible for overseeing local strategies to reduce HHs becoming homeless for the first time. LC conducts a Community Needs Assessment every three years to determine community needs, including housing. LC has experienced a high number of newly homeless HHs, about 180 newly homeless individuals entering the homeless & crisis response system each month. LC commits a significant amount of resources toward Homeless Prevention & Diversion efforts across LC. In the most recent FY, LC committed \$3.5 million in local & state funding for HP to serve individuals, families & youth. In 2021, LC began a new Diversion and Rapid Resolution program using local funds that aims to connect with HHs at point of system entry in order to divert them to resources outside of the homeless service system. 467 individuals were served by Rapid Resolution in FY 21-22. 80 individuals (17%) were successful diverted from homelessness and entered into permanent housing. An additional, 51 (11%) individuals who were engaged by Rapid Resolution while residing in shelter were exited to temporary or permanent housing within 30 days. Other HP programs include Elderly Rental Assistance, for HHs with an individual over age 58 & at-risk; and Housing Stabilization Program (HSP), prioritizing families who are enrolled in or eligible for TANF benefits, in coordination with DHS, providing up to four months in rental assistance, case management, & services. As a result of the pandemic, LC allocated additional ESG-CV HP funding to assist HHs at risk of homelessness and has to date distributed over \$35M in rental assistance (CARES, Dept. of Treasury, etc.) to 5338 households impacted by COVID-19. In 2022, LC dispersed \$2.6 million in Eviction Prevention funding through 6 local providers to support HHs who are facing eviction or in an eviction process. These resource commitments significantly reduce the number of individuals entering the homeless service system.

2A-2.	Length of Time Homeless–Strategy to Reduce. (All Applicants)	
	Special NOFO Section VII.B.2.c.	
	Describe in the field below:	
	1. your CoC's strategy to reduce the length of time individuals and persons in families remain homeless;	
	2. how your CoC identifies and houses individuals and persons in families with the longest lengths of time homeless; and	
	3. provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the length of time individuals and families remain homeless.	

(limit 2,500 characters)

Average length of time (LOT) homeless was 118 days in FFY20 & 145 days in FFY21, an increase of 27 days on average. Lane County (LC) has implemented several strategies to reduce LOT incl. prioritizing households (hh) placed on the Central Wait List (CWL) based on LOT homeless (weighted VI-SPDAT score) to address long-term stayers; creating staff positions to work with HH on the CWL awaiting referral to expedite documentation, address barriers, & reduce time to housing once matched with a PSH or RRH provider; increasing a Barrier Busters fund to eliminate barriers to PH placement (deposits, arrears); creating a Bridge program which quickly places individuals in a temp. unit who have been accepted into a program until they can secure a permanent unit; & staffing programs with a Housing Navigator to specifically locate housing units & work with landlords. There still continues to be a lack of units & LC is actively working to increase unit capacity with a goal of adding at least 350 more PSH units. Over 95 additional PSH units have been developed and made available since 2021 using Project Based Vouchers, coupled with CoC and healthcare funded services. Additional strategies to reduce LOT include: a new 75 bed Shelter & Navigation Center, opening 2022, focused on rapidly connecting the most vulnerable HH to housing; better coordination & expansion of RRH resources –LC implemented new standards in 2021 that emphasize a progressive engagement approach allowing more HH to be served quickly under RRH; expanding diversion strategies – LC added a new Diversion program in 2021 to connect newly homeless HH to resources outside the system; expanding & better coordinating outreach services – LC has expanded outreach teams, implemented case conferencing, and improved outreach coordination; improving CE – moving toward dynamic prioritization & phased assessment; creating centralized landlord & housing partner management – LC hired a new Landlord Liaison position in August 2022; & move-on strategies to increase openings in PSH units. LC Human Services Division, in collaboration with the CoC Board, is responsible for overseeing strategies to reduce the LOT homeless.

2A-3.	Successful Permanent Housing Placement or Retention. (All Applicants)	
Special NOFO Section VII.B.2.d.		
Describe in the field below how your CoC will increase the rate that individuals and persons in families residing in:		
1.	emergency shelter, safe havens, transitional housing, and rapid rehousing exit to permanent housing destinations; and	
2.	permanent housing projects retain their permanent housing or exit to permanent housing destinations.	

(limit 2,500 characters)

In FFY21, Lane County (LC) exited 493 persons in ES, SH, TH, & RRH to PH, or 29%. This is a 12% increase from FFY20. LC has a very tight housing market due to low vacancy rates & rising rental costs. It is increasingly difficult to locate affordable units. Since the pandemic, vacancies have been scarce, rents have increased, & landlords have been hesitant to rent to tenants deemed risky. To address these challenges, LC has implemented a coordinated landlord engagement strategy. Several agencies within the CoC have hired Housing Navigators who have specialized skills working with landlords, negotiating leases, & locating units. LC has also hired a dedicated Landlord Liaison position (August 2022) to coordinate landlord engagement across the system and build partnerships with property owners. Even with this strategy, an increase in PSH units is needed. LC, in collaboration with the housing authority, Homes for Good, brought over 96 new PSH units online since 2021. A hotel purchased to serve those displaced by wildfire will be repurposed to create at least 50 additional PSH units in 2023. These projects leverage PBV, CoC, & healthcare funding to maximize resources & create new PSH. To free up existing PSH units and create more movement in the system, LC CoC has also implemented a Move-On strategy, with dedicated vouchers for people ready to transition to an independent subsidy. LC used Emergency Housing Vouchers (EHV) to strategically target HH enrolled in RRH, increasing exits to PH from RRH & freeing up additional opportunities for those who remain homeless. LC has also opened a new 75 bed Shelter & Navigation Center, focused on rapidly connecting the most vulnerable HH directly to housing. In FFY21, LC reported that 925 persons, or 98%, retained PH. This is a 2% increase over FFY20. Retention remains high, however the CoC continues to review improvements such as better incorporating tenancy supports into programming to improve retention & stability in PH. LC Human Services Division, along with the CoC Board, is responsible for overseeing the strategies to increase exits to PH & increase availability of PH units.

2A-4.	Returns to Homelessness—CoC’s Strategy to Reduce Rate. (All Applicants)	
	Special NOFO Section VII.B.2.e.	
	Describe in the field below:	
1.	how your CoC identifies individuals and families who return to homelessness;	
2.	your CoC’s strategy to reduce the rate of additional returns to homelessness; and	
3.	provide the name of the organization or position title that is responsible for overseeing your CoC’s strategy to reduce the rate individuals and persons in families return to homelessness.	

(limit 2,500 characters)

In FFY21, Lane County (LC) reported that 33 persons (4%) exiting to PH returned to homelessness in 12 months, while 82 persons (10%) returned within 6 months. LC identifies returns to homelessness within HMIS (Wellsky). LC expanded the collection of follow up data in order to better identify individuals and families who return to homelessness. All projects (CoC and non-CoC) with persons exiting to PH now report both 6 and 12 month follow up data. By expanding follow up data collection, LC is now better equipped to identify risk factors to ensure intervention occurs prior to an episode of homelessness. Providers who identify households at risk of homelessness at time of follow up are able to connect individuals to homelessness prevention programs, available throughout Lane County. LC has heavily invested in HP for individuals, families, and youth through federal, state, and local resources to prevent first time homelessness and reduce returns to homelessness. LC has emphasized eviction prevention with all CoC partners and will continue to improve training on best practices, as well as increase tenancy supports in order to prevent further returns to homelessness. Lane County, along with the CoC Board, is responsible for overseeing the CoC’s strategy to reduce the rate of individuals and families returning to homelessness.

2A-5.	Increasing Employment Cash Income–Strategy. (All Applicants)	
	Special NOFO Section VII.B.2.f.	
	Describe in the field below:	
	1. the strategy your CoC has implemented to increase employment cash sources;	
	2. how your CoC works with mainstream employment organizations to help individuals and families increase their cash income; and	
	3. provide the organization name or position title that is responsible for overseeing your CoC’s strategy to increase income from employment.	

(limit 2,500 characters)

In FFY21, 8% of stayers and 19% of leavers (those exiting programs) achieved an increase in earned income, a 1% decrease and 4% increase from FFY20, respectively. Overall, 35% of adult stayers and 38% of adult leavers increased their total income from all sources. While the unemployment rate in Lane County (LC) has been low (about 4%), it was nearly 15% during the pandemic. While the availability of employment opportunities has rebounded, individuals experiencing homelessness or enrolled in housing programs still face multiple barriers to employment incl. long-term disabilities, criminal history, substance use & lack of skills to maintain living-wage employment. LC, in collaboration with the PHB & Employment Work Group, is responsible for overseeing strategies, including strengthening collaborations, improving data & engaging the community & business partners. CoC projects make referrals to WorkSource Lane (WSL), a One-Stop hub for employment services. LC has coupled state-funded housing resources (EHA) directly with employment assistance through WSL. HHs enrolled in Supplemental Nutrition Assistance Employment & Training Program (STEP) who are homeless or at-risk can be eligible to receive rental assistance to establish housing. STEP Employment Specialists provide intensive career coaching for training, employment & career advancement focusing on industry sectors with high demand, high-wage jobs. Other strategies include promoting partnerships & access to employment opportunities within the private sector through hiring events, job fairs, or other targeted outreach. LC has two WSL staff dedicated to job development & employer outreach. LC also offers several training programs to help individuals build skills that are in demand in the local labor market: On-the-Job Training (OJT) and TANF JOBS Plus, both “Earn While You Learn” (EWYL) training programs; LC partnerships providing training, including private sector businesses who are willing to train the employee on those skills needed for the job and partnerships with businesses to help individuals who are on TANF access these training & employment opportunities; and Occupational Skills Training for those who are seeking short term training that will build their skills for in-demand jobs. Many of the participants have transitioned from homelessness to housing through employment in occupations such as healthcare, welding, & truck driving.

2A-5a.	Increasing Non-employment Cash Income—Strategy. (All Applicants)	
	Special NOFO Section VII.B.2.f.	
	Describe in the field below:	
	1. the strategy your CoC has implemented to increase non-employment cash income;	
	2. your CoC’s strategy to increase access to non-employment cash sources; and	
	3. provide the organization name or position title that is responsible for overseeing your CoC’s strategy to increase non-employment cash income.	
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(limit 2,500 characters)

In Lane County (LC), 34% of adult stayers and 22% of adult leavers (those exiting programs) increased non-employment cash income in FFY21. LC, in collaboration with the Poverty and Homelessness Board, is responsible for overseeing the CoC’s strategy to increase non-employment cash income. All housing programs are tasked with ensuring households are connected to mainstream benefits for which they may be eligible including SSI/SSDI, General Assistance, and TANF. LC participates in case coordination in partnership with DHS around households who are receiving housing assistance and may be eligible for or are currently receiving TANF. This collaboration allows both DHS & the CoC to maximize resources to support homeless families. To further increase access to SSI/SSDI benefits LC, as the local SOAR lead, collaborates with local partners to implement their action plan to increase access to SSI/SSDI benefits utilizing the SOAR model. SOAR trained staff and/or benefits specialists are available to assist households through WhiteBird (PATH), SSVF, Lane Independent Living Alliance (LILA), LC Behavioral Health, and ShelterCare. LC plans to increase the number of dedicated, countywide SOAR trained staff over the next few years. LC continues to promote SOAR training for direct service staff to increase HHs receiving SSI/SSDI benefits.

2B. Coordination and Engagement–Inclusive Structure and Participation

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

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2B-1.	Inclusive Structure and Participation–Participation in Coordinated Entry. (All Applicants)	
	Special NOFO Sections VII.B.3.a.(1)	
	In the chart below for the period from May 1, 2021 to April 30, 2022:	
	1. select yes or no in the chart below if the entity listed participates in CoC meetings, voted—including selecting CoC Board members, and participated in your CoC’s coordinated entry system; or	
	2. select Nonexistent if the organization does not exist in your CoC’s geographic area:	

	Organization/Person	Participated in CoC Meetings	Voted, Including Electing of CoC Board Members	Participated in CoC’s Coordinated Entry System
1.	Affordable Housing Developer(s)	Yes	Yes	Yes
2.	Agencies serving survivors of human trafficking	Yes	No	Yes
3.	CDBG/HOME/ESG Entitlement Jurisdiction	Yes	Yes	Yes
4.	CoC-Funded Victim Service Providers	Nonexistent	No	No
5.	CoC-Funded Youth Homeless Organizations	Yes	No	Yes
6.	Disability Advocates	Yes	Yes	Yes
7.	Disability Service Organizations	Yes	Yes	Yes
8.	Domestic Violence Advocates	Yes	Yes	Yes
9.	EMS/Crisis Response Team(s)	Yes	No	No
10.	Homeless or Formerly Homeless Persons	Yes	Yes	Yes
11.	Hospital(s)	Yes	No	No
12.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	No	No	No
13.	Law Enforcement	Yes	Yes	No
14.	Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ+) Advocates	Yes	No	Yes
15.	LGBTQ+ Service Organizations	No	No	No
16.	Local Government Staff/Officials	Yes	Yes	Yes
17.	Local Jail(s)	No	No	No
18.	Mental Health Service Organizations	Yes	Yes	Yes
19.	Mental Illness Advocates	Yes	Yes	Yes

20.	Non-CoC Funded Youth Homeless Organizations	Yes	Yes	Yes
21.	Non-CoC-Funded Victim Service Providers	Yes	Yes	Yes
22.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	No	No	No
23.	Organizations led by and serving LGBTQ+ persons	No	No	No
24.	Organizations led by and serving people with disabilities	Yes	No	No
25.	Other homeless subpopulation advocates	Yes	Yes	Yes
26.	Public Housing Authorities	Yes	Yes	Yes
27.	School Administrators/Homeless Liaisons	Yes	Yes	Yes
28.	Street Outreach Team(s)	Yes	No	Yes
29.	Substance Abuse Advocates	Yes	No	No
30.	Substance Abuse Service Organizations	Yes	No	Yes
31.	Youth Advocates	Yes	Yes	Yes
32.	Youth Service Providers	Yes	Yes	Yes
	Other:(limit 50 characters)			
33.	Philanthropic Organization	Yes	Yes	No
34.	Healthcare Representatives	Yes	Yes	No

2B-2.	Open Invitation for New Members. (All Applicants)	
	Special NOFO Section VII.B.3.a.(2), V.B.3.g.	

	Describe in the field below how your CoC:
1.	communicated the invitation process annually to solicit new members to join the CoC;
2.	ensured effective communication with individuals with disabilities, including the availability of accessible electronic formats;
3.	conducted outreach to ensure persons experiencing homelessness or formerly homeless persons are encouraged to join your CoC; and
4.	invited organizations serving culturally specific communities experiencing homelessness in the geographic area to address equity (e.g., Black, Latino, Indigenous, other People of Color, persons with disabilities).

(limit 2,500 characters)

The Poverty & Homelessness Board (PHB) is the CoC board. When a PHB member position is vacated or term is expiring, announcement of a vacancy is posted on the LaneCounty.org website & emailed to a targeted distribution list of over 320 people. Vacancies occur at least annually. Voting & non-voting board position terms are staggered 3 years. Elected official or designee positions are annually appointed by their jurisdictions. CoC staff advertise vacancies at homeless service provider locations, and public or community meetings. Vacancy notices are emailed widely & shared among advocate networks and providers, as well as by the local news media and on the radio. The application is available in a variety of formats including paper, by mail, or electronic submission. Options are provided if individuals need assistance in completing an application. Information on the Lane County website, including vacancy postings, can be translated into at least ten languages. The lived experience advisory group, LEAGUE, conducts targeted outreach and helps recruit people with lived experience of homelessness to apply for open positions to both the PHB and other committees. Targeted recruiting for membership is conducted to engage key partners and individuals who represent diverse viewpoints including organizations serving culturally specific communities experiencing homelessness in the geographic area to address equity (e.g., Black, Latino, Indigenous, persons with disabilities). The CoC has improved outreach to BIPOC communities due to partnerships made with Public Health and COVID-related outreach. Concentrated and strategic outreach is conducted with special population service providers, such as those that serve youth, families, survivors of domestic violence, veterans, and rural areas to recruit for PHB voting positions & attend PHB meetings. All meetings are viewable live on the internet, and broadcast on local TV. There are designated positions for people with lived experience on the Board and through LEAGUE, including positions for homeless youth representative on the Board and Youth Executive Committee. PHB meetings are open to the public & allow for public comment space on the agenda, which are addressed in the discussion by PHB members and followed up on as necessary. During PHB meetings, the Board chair often asks for input from the audience.

2B-3.	CoC's Strategy to Solicit/Consider Opinions on Preventing and Ending Homelessness. (All Applicants)	
	Special NOFO Section VII.B.3.a.(3)	

Describe in the field below how your CoC:	
1.	solicited and considered opinions from a broad array of organizations and individuals that have knowledge of homelessness or an interest in preventing and ending homelessness;
2.	communicated information during public meetings or other forums your CoC uses to solicit public information; and
3.	took into consideration information gathered in public meetings or forums to address improvements or new approaches to preventing and ending homelessness.

(limit 2,500 characters)

The Lane County Poverty & Homelessness Board (PHB) is the designated CoC Board. The CoC Board, in collaboration with LC Human Services Division as CoC Lead, solicits & considers opinions from organizations & individuals that have knowledge of, or an interest in preventing & ending homelessness through its direct membership & broad outreach to the community. The 21-member board itself has broad representation including elected officials from local jurisdictions, education, law enforcement, the VA, victim services, philanthropy, business, substance abuse & mental health service agencies, faith-based orgs., local housing authority, formerly homeless adults & youth, child welfare, and homeless services providers. The CoC Board communicates and solicits relevant information at monthly public meetings. Meeting notices are sent to over 50 community agencies & 100 individuals representing advocacy groups, nonprofits, schools, city, government officials, and people with lived experience. At times up to 30 community members attend in the audience. Each meeting has an opportunity for public comment. The PHB welcomes active engagement in meetings from community members. Community representatives are invited to PHB meetings to provide for nuanced conversation about important issues. Furthermore, LC CoC has an official advisory group to the PHB, LEAGUE (Lived Experience Advisory Group for Unhoused Engagement), made up of 100% individuals with current or former experience of homelessness. This group provides an avenue for PLE to participate directly and advise the CoC on overall planning around homelessness. Since 2018, PHB meetings have been livestreamed online (CC), recorded, & broadcast community television, in addition to being archived online (available with CC). Since 2020, all meetings have been held virtually. These formats allow for increased accessibility to CoC progress for stakeholders, and for community members to expand their options to engage. In addition to formal CoC meetings, the CoC also considers opinions through other formats for more specific or nuanced topics including online surveys, focus groups, and targeted or facilitated discussions. For example, the CoC may gather providers and other stakeholders serving families with children to discuss gaps in services or needs specific to this population, or may conduct focus groups with current residents of shelter to gather feedback on plans to address unsheltered homelessness.

2B-4.	Public Notification for Proposals from Organizations Not Previously Funded. (All Applicants)	
	Special NOFO Section VII.B.3.a.(4)	

Describe in the field below how your CoC notified the public:	
1.	that your CoC's local competition was open and accepting project applications;
2.	that your CoC will consider project applications from organizations that have not previously received CoC Program funding;
3.	about how project applicants must submit their project applications;
4.	about how your CoC would determine which project applications it would submit to HUD for funding; and
5.	how your CoC effectively communicated with individuals with disabilities, including making information accessible in electronic formats.

(limit 2,500 characters)

Prior to & upon release of the CoC NOFO, Lane County (LC) consults with the Poverty and Homelessness Board (PHB) to determine opportunities for new CoC projects, based on identified needs & gaps. In 2022, LC released a Request for Proposals (RFP) to secure a provider(s) for new CoC projects through the Unsheltered Supplemental Opportunity, released 8/12/2022. RFPs are posted on the LC procurement website with instructions on how to submit a proposal, posted publicly on the county-wide listserv, sent to a board email distribution list which includes stakeholders, community members, current CoC or non-CoC funded providers & people with lived experience (PLE). Agencies not currently receiving CoC funding are encouraged to apply and may inquire further through a LC Bidder's Conference, if held, or CoC Funding Orientation (held annually). FAQs are posted publicly on the LC bids website with the RFP. Proposals are submitted electronically to LC staff. Applications received are scored by a selection panel, with representation of PHB members and PLE, based on a pre-determined rubric posted with the RFP. In order to be inclusive to proposals from entities that have not received CoC funds, LC requests details of similar, relevant experience working with vulnerable populations, allowing providers to demonstrate parallel experience. Final recommendations for inclusion of new projects in the CoC Application are made & approved by the selection committee. Applicants have an opportunity to protest the RFP itself if they feel it is unnecessarily restrictive & also may review their scores or protest should they believe the panel has unfairly rejected the applicant's bid. In FY22, one project proposal (from an agency not currently receiving CoC funding) was received through the RFP for this NOFO, however this proposal did not meet minimum score. In this instance, LC as Lead Applicant, proposed submitting a proposal on behalf of the CoC to the Poverty and Homelessness Board, with input from relevant stakeholders. LC has a responsibility to provide effective access to its website information, including posted RFPS, to those with disabilities. In placing information on the LC website, the LC Information Services Dept. uses the technical standards adopted by the U.S. Access Board for electronic & information technology in order to ensure accessibility. Individuals who encounter an accessibility issue related to information posted to the website are encouraged & provided with a method to contact LC to resolve the issue.

2C. Coordination / Engagement—with Federal, State, Local, Private, and Other Organizations

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

2C-1.	Coordination with Federal, State, Local, Private, and Other Organizations. (All Applicants)	
	Special NOFO Section VII.B.3.b.	
	In the chart below:	
	1. select yes or no for entities listed that are included in your CoC’s coordination, planning, and operations of projects that serve individuals, families, unaccompanied youth, persons who are fleeing domestic violence who are experiencing homelessness, or those at risk of homelessness; or	
	2. select Nonexistent if the organization does not exist within your CoC’s geographic area.	

	Entities or Organizations Your CoC Coordinates with for Planning or Operations of Projects	Coordinates with Planning or Operations of Projects
1.	Funding Collaboratives	Yes
2.	Head Start Program	Yes
3.	Housing and services programs funded through Local Government	Yes
4.	Housing and services programs funded through other Federal Resources (non-CoC)	Yes
5.	Housing and services programs funded through private entities, including Foundations	Yes
6.	Housing and services programs funded through State Government	Yes
7.	Housing and services programs funded through U.S. Department of Health and Human Services (HHS)	Yes
8.	Housing and services programs funded through U.S. Department of Justice (DOJ)	Yes
9.	Housing Opportunities for Persons with AIDS (HOPWA)	Nonexistent
10.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	No
11.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	No
12.	Organizations led by and serving LGBTQ+ persons	No
13.	Organizations led by and serving people with disabilities	Yes
14.	Private Foundations	Yes
15.	Public Housing Authorities	Yes
16.	Runaway and Homeless Youth (RHY)	Yes
17.	Temporary Assistance for Needy Families (TANF)	Yes
	Other:(limit 50 characters)	
18.		No

2C-2.	CoC Consultation with ESG Program Recipients. (All Applicants)	
	Special NOFO Section VII.B.3.b.	

Describe in the field below how your CoC:	
1.	consulted with ESG Program recipients in planning and allocating ESG funds;
2.	participated in evaluating and reporting performance of ESG Program recipients and subrecipients;
3.	provided Point-in-Time (PIT) count and Housing Inventory Count (HIC) data to the Consolidated Plan jurisdictions within its geographic area; and
4.	provided information to Consolidated Plan Jurisdictions to address homelessness within your CoC's geographic area so it could be addressed in Consolidated Plan update.

(limit 2,500 characters)

Lane County (LC, subrecipient) receives ESG funding from Oregon Housing & Community Services (OHCS, Recipient) for Rapid Re-housing (RRH), Homelessness Prevention (HP), & Emergency Shelter (ES). LC also received ESG-CV from OHCS through direct allocation & competitive award. ESG-CV is used for Street Outreach, ES, RRH, HP, & HMIS activities required to respond to COVID-19. LC consults with OHCS, CoC Board (PHB); Human Services Commission (HSC), a multi-jurisdictional committee with representation from LC, along with entitlement Cities of Eugene & Springfield; & other stakeholders, including ESG providers, to determine annual ESG funding allocations. ESG-CV allocation planning required additional input solicited directly from public health, people with lived experience, service providers, the faith-based community, and advocacy groups, among others. Final allocation plans are driven by housing needs analysis, Point In Time (PIT) and By Name List data, and evaluation of service gaps. Panel discussions of current providers are held and facilitated at the HSC monthly meetings to hear more about current trends, gaps, needs, and challenges. In 2021, provider panels were held on the topics of ES, HP, Homeless Access Centers, Workforce Services, Youth and DV Services, and Nonprofit Capacity. Final plans are presented to & approved by the PHB & HSC. A risk assessment is performed on LC ESG and ESG-CV subrecipients annually. The agency's risk level, along with ongoing evaluation, determines the level of monitoring received. At minimum, LC conducts site visits with ESG subrecipients annually. Select ESG-CV monitoring occurred in 2021 based on risk analysis and will continue in 2022. Assertive Corrective Action Plans are put in place for any deficiencies identified. Technical assistance is provided as needed to resolve issues with performance or grant administration. To report and monitor performance, LC uses HMIS to create the ESG CAPER tables as required by HUD. The report is generated quarterly for all ESG/ESG-CV projects. Each report is reviewed by LC for data quality and sent to OHCS for further review & upload into SAGE. LC CoC is an active participant in the Consolidated Plan update processes and provides information, including PIT and HIC data, to the Con Plan jurisdictions in development of their plans (City of Eugene, Springfield and State of Oregon).

2C-3.	Discharge Planning Coordination. (All Applicants)	
	Special NOFO Section VII.B.3.c.	

Select yes or no in the chart below to indicate whether your CoC actively coordinates with the systems of care listed to ensure persons who have resided in them longer than 90 days are not discharged directly to the streets, emergency shelters, or other homeless assistance programs.

1.	Foster Care	Yes
2.	Health Care	Yes
3.	Mental Health Care	Yes
4.	Correctional Facilities	Yes

2C-4.	CoC Collaboration Related to Children and Youth—SEAs, LEAs, School Districts. (All Applicants)
	Special NOFO Section VII.B.3.d.

Select yes or no in the chart below to indicate the entities your CoC collaborates with:

1.	Youth Education Provider	Yes
2.	State Education Agency (SEA)	No
3.	Local Education Agency (LEA)	Yes
4.	School Districts	Yes

2C-4a.	CoC Collaboration Related to Children and Youth—SEAs, LEAs, School Districts—Formal Partnerships. (All Applicants)
	Special NOFO Section VII.B.3.d.

Describe in the field below:

1.	how your CoC collaborates with the entities checked in Question 2C-4; and
2.	the formal partnerships your CoC has with the entities checked in Question 2C-4.

(limit 2,500 characters)

The CoC has a formal partnership with the National Center for Homeless Education through our YHDP efforts. The NCHE has centered our YHDP Coordinated Community Plan with a an education focus. NCHE has provided our efforts with technical assistance, links to other communities doing the work to end youth homelessness and trainings. They provided expertise during our development of the CCP. The NCHE helped to lead the work to incorporate rural school districts into the discussion. The NCHE provided the CoC with a stipend that is being used to supplement the pay of a Housing Navigator (position held through a non-profit). The HN is part of the 15th Nights efforts regarding homeless students -their efforts include the rapid access network that quickly link YYA with supplies and basic needs to help them ensure success in the completion of their education. The HN will help connect students to housing options, both in-and-out of the CoC, including ensuring the connection to CE assessments. Our education CCP efforts have linked in higher education partners including the newly developed University of Oregon Basic Needs & Off-Campus Support Department as well as Lane Community College's Basic Needs Director. Both of these positions/departments provide supportive services to higher education students, including those under the age of 25, who require supports and housing to ensure the completion of their education. We are strategically linking these two offices into our CCP strategic plan to ensure participation and completion of our action steps/goals. Our efforts include the launch of a CCP specific to education. The co-chairs of the EdCCP include the founder of 15th Night and a local McKinney Vento Liason (MVL) (both of these people/positions have been involved from the start of our YHDP efforts beginning from our round-1 application for YHDP funds) and includes TA from the NCHE. The EdCCP is going to ensure that YYA are successful in their education needs-this an education specific CCP launch event that will include MVL/school staff from all across Lane County. This tiered approach allows the CoC to develop strong relationships with school staff from different districts, hear about those districts unique needs and develop strong stragies for accomplishing the goals outlined in the CCP.

2C-4b.	CoC Collaboration Related to Children and Youth—Informing Individuals and Families Experiencing Homelessness about Eligibility for Educational Services. (All Applicants)	
	Special NOFO Section VII.B.3.d.	

Describe in the field below written policies and procedures your CoC adopted to inform individuals and families who become homeless of their eligibility for educational services

(limit 2,500 characters)

Projects that serve households with children are required to designate a staff person as the educational liaison that will ensure children are enrolled in school and connected to appropriate services in the community including early childhood programming, Head Start, and McKinney Vento Educational Services. Projects that serve households with children are also expected to incorporate the following within the service model and/or through policies and procedures, as appropriate: A case management model that includes developmentally appropriate intake and service planning for each member of the family; Services are provided where the child is living or the project provides space for home-based, early childhood services; Facilitation of on-site development screening for all children that enter the program; Actively assist families in accessing child care options; Assess, track, and monitor the health of children in the program, including providing connection to health care providers. These expectations are outlined in the CoC Written Standards and reviewed through the annual CoC Evaluation process and monitoring.

2C-5.	Mainstream Resources—CoC Training of Project Staff. (All Applicants)	
	Special NOFO Section VII.B.3.e.	

Indicate in the chart below whether your CoC trains project staff annually on the following mainstream resources available for program participants within your CoC's geographic area:

	Mainstream Resource	CoC Provides Annual Training?
1.	Food Stamps	No
2.	SSI—Supplemental Security Income	No
3.	TANF—Temporary Assistance for Needy Families	No
4.	Substance Abuse Programs	No
5.	Employment Assistance Programs	No
6.	Other	No

2C-5a.	Mainstream Resources—CoC Collaboration with Project Staff Regarding Healthcare Organizations. (All Applicants)	
	Special NOFO Section VII.B.3.e.	

Describe in the field below how your CoC:

1.	systemically provides up-to-date information on mainstream resources available for program participants (e.g., Food Stamps, SSI, TANF, substance abuse programs) within your CoC's geographic area;
2.	works with project staff to collaborate with healthcare organizations to assist program participants with enrolling in health insurance;
3.	provides assistance to project staff with the effective use of Medicaid and other benefits; and
4.	works with projects to promote SOAR certification of program staff.

(limit 2,500 characters)

As both the Community Action Agency (CAA) and the CoC, Lane County (LC) remains abreast of legislative actions, state, local, & federal resources & systematically updates CoC partners & the community through an extensive email list, regular HMIS Agency Admin meetings, ad-hoc provider meetings, & monthly advisory board meetings. CoC program staff assess households (HH) so they can apply for benefits that add to housing & economic stability. They assist with mainstream benefit applications for federal/state/local programs. LC facilitates case coordination between Department of Human Services (DHS) Family Coaches under the TANF program & housing programs. LC & the Public Child Welfare Agency (DHS) created an ROI process to be able to coordinate when families receiving TANF are in need of housing assistance. CoC staff is designated as the local SOAR lead, coordinating SOAR efforts locally and connecting program staff to training. Oregon funds a General Assistance (GA) program for those applying for SSI, the CoC has disseminated information about GA availability. The CoC funds & trains CoC staff to assist people with mainstream benefits. The CoC targets rural, urban, & vulnerable subpopulations to increase mainstream benefits, including funding bilingual staff. LC coordinates with the FQHC and White Bird, the two largest primary care providers for unhoused patients and certified Medicaid assisters, to help clients enroll in health insurance. The CoC HealthCare Workgroup (HCW) focuses on designing strategies & tactics to increase access to integrated healthcare. Members represent the FQHC, Medicaid, Volunteers in Medicine, service providers, & behavioral health. The CoC works with LC Behavioral Health and advocates for additional billing codes through local CCOs/Medicaid to include tenancy supports.

3A. New Projects With Rehabilitation/New Construction Costs

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

3A-1.	Rehabilitation/New Construction Costs–New Projects. (Rural Set Aside Only).	
	Special NOFO Section VII.A.	
	If the answer to the question below is yes, you must upload the CoC Letter Supporting Capital Costs attachment to the 4A. Attachments Screen.	
	Is your CoC requesting funding for any new project(s) under the Rural Set Aside for housing rehabilitation or new construction costs?	No

3B. Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

3B-1.	Designating SSO/TH/Joint TH and PH-RRH Component Projects to Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes. (Rural Set Aside Only)	
	Special NOFO Section VII.C.	

Is your CoC requesting to designate one or more of its SSO, TH, or Joint TH and PH-RRH component projects to serve families with children or youth experiencing homelessness as defined by other Federal statutes?	No
--	----

3B-2.	Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes. (Rural Set Aside Only)	
	Special NOFO Section VII.C.	
	You must upload the Project List for Other Federal Statutes attachment to the 4A. Attachments Screen.	
	If you answered yes to question 3B-1, describe in the field below:	
	1. how serving this population is of equal or greater priority, which means that it is equally or more cost effective in meeting the overall goals and objectives of the plan submitted under Section 427(b)(1)(B) of the Act, especially with respect to children and unaccompanied youth than serving the homeless as defined in paragraphs (1), (2), and (4) of the definition of homeless in 24 CFR 578.3; and	
	2. how your CoC will meet requirements described in Section 427(b)(1)(F) of the Act.	

(limit 2,500 characters)

n/a

4A. Attachments Screen For All Application Questions

Please read the following guidance to help you successfully upload attachments and get maximum points:

- | | | |
|--|----|---|
| | 1. | You must include a Document Description for each attachment you upload; if you do not, the Submission Summary screen will display a red X indicating the submission is incomplete. |
| | 2. | You must upload an attachment for each document listed where 'Required?' is 'Yes' |
| | 3. | We prefer that you use PDF files, though other file types are supported—please only use zip files if necessary. Converting electronic files to PDF, rather than printing documents and scanning them, often produces higher quality images and reduces file size. Many systems allow you to create PDF files as a Print Option. If you are unfamiliar with this process, you should consult your IT Support or search for information on Google or YouTube. |
| | 4. | Attachments must match the questions they are associated with. |
| | 5. | Only upload documents responsive to the questions posed—including other material slows down the review process, which ultimately slows down the funding process. |
| | 6. | If you cannot read the attachment, it is likely we cannot read it either.
- We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time).
- We must be able to read everything you want us to consider in any attachment. |
| | 7. | Open attachments once uploaded to ensure they are the correct attachment for the required Document Type. |

Document Type	Required?	Document Description	Date Attached
1B-1. Local Competition Announcement	Yes	1B-1 Local Compet...	09/29/2022
1B-2. Local Competition Scoring Tool	Yes	1B-2 Combined	09/29/2022
1B-3. Notification of Projects Rejected-Reduced	Yes	1B-3 Combined	09/29/2022
1B-3a. Notification of Projects Accepted	Yes	1B-3a Combined	10/07/2022
1B-4. Special NOFO CoC Consolidated Application	Yes		
3A-1. CoC Letter Supporting Capital Costs	No		
3B-2. Project List for Other Federal Statutes	No		
P-1. Leveraging Housing Commitment	No		
P-1a. PHA Commitment	No		
P-3. Healthcare Leveraging Commitment	No		
P-9c. Lived Experience Support Letter	No		
Plan. CoC Plan	Yes	Plan. CoC Plan	10/10/2022

Attachment Details

Document Description: 1B-1 Local Competition Announcement

Attachment Details

Document Description: 1B-2 Combined

Attachment Details

Document Description: 1B-3 Combined

Attachment Details

Document Description: 1B-3a Combined

Attachment Details

Document Description:

Attachment Details

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Attachment Details

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Document Description:

Attachment Details

Document Description: Plan. CoC Plan

Submission Summary

Ensure that the Special NOFO Project Priority List is complete prior to submitting.

Page	Last Updated
1A. CoC Identification	10/07/2022
1B. Project Review, Ranking and Selection	10/07/2022
2A. System Performance	09/09/2022
2B. Coordination and Engagement	10/07/2022
2C. Coordination and Engagement–Con't.	10/07/2022
3A. New Projects With Rehab/New Construction	No Input Required
3B. Homelessness by Other Federal Statutes	10/07/2022
4A. Attachments Screen	Please Complete
Submission Summary	No Input Required

Attachment 1B-1: Local Competition Deadline

Included:

- Email notification of posting with stated deadline and links to posted information
- Screenshot of Posting to Website (8/11/22) for New Project opportunity
- New Project Request for Proposals (RFP) 21224 (CoC Unsheltered Supplemental RFP)

BORTA Amanda L

From: ALLDREDGE Diana Y
Sent: Thursday, August 18, 2022 9:52 AM
Subject: Community Announcements week ending August 19 - RFP's, NOFA, Job Openings, Workshop

Community Announcements week ending August 19

This e-mail is being forwarded as a courtesy to community volunteer organizations and non-profits pursuant to the Lane County Administrative Procedures Manual. The act of forwarding does not indicate Lane County support of the position or the individual in the e-mail. Community announcements and job openings emails are now sent out weekly in order to reduce the number of emails in your inbox.

- ✦ **Any questions regarding the program or event contained in the e-mail should be directed to the individual or organization listed in the announcement.**
 - ✦ **To share your announcement**, please “reply to this email with your request, content and any links to materials.
 - ✦ Please **do not send attachments** as they enlarge the email are often perceived as spam.
 - ✦ *As always, please advise if you would like your email to be removed from this distribution list.*
1. [RFP for HUD Supplemental CoC funding to address unsheltered homelessness \(Special NOFO\)](#)
 2. [Affordable Housing Stabilization Fund 2022 NOFA Release](#)
 3. [Job Openings – United Way](#)
 4. [Workshop: Humanistic Groups for support group facilitators](#)
 5. [AC for vulnerable Medicare/Medicaid consumers](#)

Confidentiality Notice: This email is intended for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately..

Lane County is requesting proposals from vendors interested in being included in Lane County’s application to HUD for Supplemental Continuum of Care funding to Address Unsheltered Homelessness (Special NOFO). Opportunities are available for CoC funding to support new Permanent Supportive Housing, Rapid Re-housing, Joint Transitional-Rapid Re-housing, or Supportive Services Only (Outreach or Other) project(s). See RFP posting for full details on eligible projects.

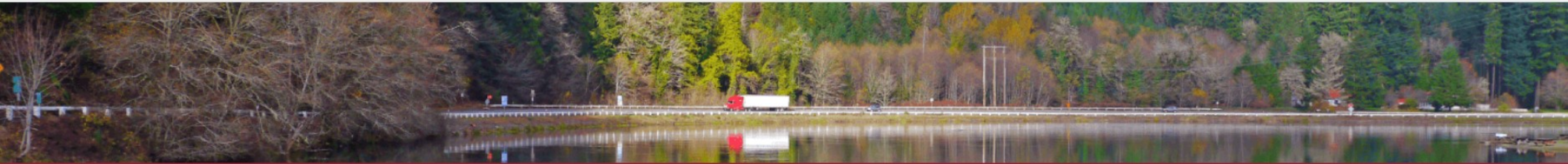
Submissions are due by 12:00 noon PST on August 29, 2022

Please note the timeline of this RFP is less than the Lane County usual practice. This is due to HUD Continuum of Care (CoC) application requirements that dictate when application processes need to be completed.

The full posting can be viewed here:

https://www.lanecounty.org/government/county_departments/county_administration/operations/LaneCountyProcurement/rfps_bids_and_rfqs/h_u_d_c_o_c_n_o_f_o_supplemental_unsheltered

Questions and requests for information should be addressed to Hillary Moran at Hillary.moran@lanecountyor.gov



HUD COC NOFO SUPPLEMENTAL UNSHELTERED

🔄 🖨️ A- A+

HUD CoC NOFO Supplemental Unsheltered

Posted on: 2022/08/12 | **Entity:** HHS | **Category:** Goods and Services | **Type:** RFP

Lane County is requesting proposals from vendors interested in being included in Lane County's COC application to HUD.

Submissions are due by 12:00 noon PST on August 29th, 2022

[NOFO Supplemental Unsheltered RFP](#)

Status

Closed on 08/29/2022

Lane County Health & Human Services

HUD

Continuum of Care

Notice of Funding Opportunity (NOFO)

Supplemental Unsheltered

#21224

REQUEST FOR PROPOSALS

July 1, 2023 through June 30, 2024

Renewable through July 1, 2026

Submit Proposals to:

Hillary Moran
151 W. 7th Avenue, Suite 520
Eugene, OR 97401

Or

Hillary.moran@lanecountyor.gov

Deadline:

12:00 PST, August 29th, 2022

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You are hereby requested to respond to the following Request for Proposals by 12:00 p.m. on August 29th, 2022. Proposals received after deadline(s) will not be accepted.

PART I - GENERAL INFORMATION

Introduction

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

Lane County Department of Health & Human Services is seeking proposals from providers to target efforts to reduce unsheltered homelessness, particularly in communities with very high levels of unsheltered homelessness. The Supplemental Continuum of Care (CoC) funding opportunity has been made available by the Dept. of Housing and Urban Development (HUD) specifically to target efforts to reduce unsheltered homelessness, particularly in communities with very high levels of unsheltered homelessness.

In response to the high level of need in the community, Lane County aims to prioritize and connect individuals to immediate *permanent housing* options, including Rapid Re-Housing (RRH) and Permanent Supportive Housing (PSH), as quickly as possible using a Housing First and Harm Reduction approach, while providing wraparound supports to ensure long-term stability in that housing. The following project types may be funded under this opportunity:

- Permanent Supportive Housing
- Rapid Re-Housing
- Joint Transitional / Permanent Housing – Rapid Re-Housing
- Support Services Only
- Stand Alone Support Services
- Support Services Only – Street Outreach

The term of the contract arising from this Request for Proposals will be July 1, 2023 through June 30, 2024. The contract may be renewed through June 30, 2026 based on revenue availability, contractor performance and/or need.

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

Contract Requirements

- A. The contractor must operate the program independently and not as an agent of Lane County. Proposals will be accepted from a consortium of agencies. One joint proposal from each consortium will be required.
- B. The contractor must comply with all applicable federal, state, local statutes, and rules governing the operations of the program, including, but not limited to the following:
 1. The Americans with Disabilities Act of 1990, 42 USC 12101 et seq. as well as ORS 30.670 through 30.685, ORS 659.425 and ORS 659.430, and all rules and regulations implementing those laws.
 2. Federal Code, Title 5 USCA 7201 et seq.: Anti-discrimination

in employment

3. 3.ORS 659.010, 659.015, 659.020 and, 659.030: Enforcement of Civil Rights

Upon request, information will be provided to assist in locating copies of these rules.

C. Contractor must comply with the following:

1. All contract requirements concerning the provision of insurance must be met. This may include comprehensive liability with Lane County named as additional insured, professional liability, fidelity bonding and workers' compensation coverage.
2. Automobile insurance with Lane County named as additional insured is required if clients are transported or a vehicle is used in conducting agency business under the contract. Professional liability insurance is required if services are provided by licensed staff. Insurance requirements are outlined in Exhibit H of Lane County contract.

- D. All furnishings, equipment and materials exceeding \$300 in value purchased with funds from this contract will belong to Lane County, and shall be returned to Lane County at the end of the contract, in as good condition as received, reasonable wear and tear accepted.

Proposal Preparation and Submission

- A. Proposers are responsible for reading and understanding all portions of the solicitation documents, including attachments and addenda, if any, and to include all requirements in their proposal. To be responsive, proposals must be made in writing, and address requests for information contained in the RFP. Proposals must be submitted in the required form and containing all required documents and responses, be signed by the proposer or its authorized representative, and submitted in the manner and number described in the RFP.

Each a must be an "equal opportunity employer" willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations there under (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.

- B. Proposals submitted in response to this RFP become public records under Oregon law and, following contract award, will be subject to disclosure to any person or organization that submits a public records request. Proposers are required to acknowledge that any proposal may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law.

Each proposer must clearly identify all information included in its proposal that is claimed to be exempt from disclosure. If the County receives a records request, including subpoena, covering information the proposer believes is covered by an applicable public records exemption, it is the proposer's responsibility to defend and indemnify the County for any costs associated with establishing such an exemption.

- C. Proposals must be received by the time and date stated for receipt in the RFP. To be considered, proposals must be submitted in the form and manner stated in the RFP complete with a Proposer's Certification Form signed by the proposer or its authorized representative, responses to all criteria and requirements included in the RFP, other documents required to be submitted, if any, and contain the number of copies required.

By submitting a proposal, proposer acknowledges that the proposer has read and understands the terms and conditions applicable to this RFP, and accepts and agrees to be bound by the terms and conditions of the contract, including the obligation to perform the scope of work and meet the performance standards.

- D. A proposer may withdraw its proposal at any time prior to the deadline set for receipt of proposals, and may deposit a new sealed proposal in the manner stated in the RFP. The County may release an unopened proposal which has been withdrawn to the proposer or its authorized representative. The County will not consider proposals received after the time and date indicated for receipt of proposals. A proposer may not modify its proposal after it has been deposited with Lane County, other than to address for minor informalities, unless the proposal is withdrawn and resubmitted as described above.
- E. Proposals will be received by Hillary Moran, until 12:00 p.m. on August 29th, 2022. Proposals will be publicly opened immediately following the time proposals are due. Proposals must be submitted to Hillary.moran@lanecountyor.gov.
- F. The County may issue an addendum to modify or add to the terms of the RFP, or to change the time or date for submission of proposals. Any addendum will be issued by the County in writing not less than seventy-two (72) hours prior to the deadline for receipt of proposals, and available on the County-Wide Bid Page. Each proposer is responsible to verify for itself if any addendum has been issued prior to submission of its proposal; the County is not responsible to notify individual prospective proposers of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the proposal received and will become part of any resulting contract.
- G. The County may reject any proposal not in compliance with all prescribed procedures, requirements, rules, or laws, and may reject for good cause any and all proposals upon the County's finding that it is in the public interest to do so. The County may also:
1. Issue a subsequent Request for Proposals for the same or similar goods or services
 2. Not award a contract for the requested services
 3. Waive any irregularities or informalities
 4. Issue more than one contract, dividing the services to be rendered and the remuneration to be paid
 5. Accept the proposal which the County deems to be the most beneficial to the public and to Lane County
 6. Negotiate with any proposer to further amend, modify, redefine or delineate its proposal.
 7. Further question any proposer to substantiate claims of experience, background, knowledge and/or ability

8. Waive the need for reference checks, based on current or prior experience with and/or knowledge of the proposer
- H. The County will not examine any proposal prior to opening. All proposals submitted will be opened publicly at the time, date and place designated in the RFP by Hillary Moran, Program Services Coordinator. Any proposal or modification received after the designated deadline will not be opened or considered.
- I. The proposals submitted will be open to public inspection after the issuance of notice of intent to award, with the exception of certain information covered by an exemption to disclosure.

Proposal Evaluation and Award

- A. Proposals will be reviewed by the public officer for responsiveness to the minimum requirements established by RFP, which include:
 - (a) Submission of a completed Proposer's Statements and Certifications in the form included in this RFP.
 - b) Compliance with procedures, public contracting laws, and the requirements of the Lane Manual.
 - (c) Proposal of any applicable preferences for goods and services that have been manufactured, produced or performed in Oregon (ORS 279A.120), resident bidders (ORS 279A.120), recycled materials (ORS 279A.125), or printing performed within the State (ORS 282.210).
- B. Proposals will be reviewed for qualifications and completeness by Hillary Moran, Program Services Coordinator. Proposers must provide the following:
 1. Information required by Proposal Content section of the RFP
 2. Signed Proposers' Statements and Certifications
- C. Proposals will be reviewed by the proposal review committee. The proposal review committee will be made up of representatives of the Poverty and Homeless Board and LEAGUE (Lived Experience Advisory Group for Unhoused Engagement). The County will make the contract award based on the actual proposals received, on the basis of price, qualifications, experience, resources, proposed services, proposers' past record of performance for the County, and other factors identified in the RFP, as well as responses received from references, interviews, and follow-up questions, if any.
- D. Mistakes discovered after opening where the intended correct statement or amount is clearly evident or properly substantiated may be corrected. Where the intended correct statement or amount is not clearly evident or cannot be substantiated by accompanying documents, and where the statement or amount is material to determining compliance with the minimum requirements of the RFP, the proposal may not be accepted. The County reserves the right to waive

technical defects, discrepancies and minor irregularities and to not award a contract when it finds such action to be in the public interest.

- E. The County will provide written notice of its intent to award to a given proposer or proposers by September 6, 2022. All proposers recommended for funding must pass the 2017-19 Management Qualifications process prior to Lane County issuing a contract for services. (MQ can also be a requirement of RFP)
- F. The County reserves the right to cancel a solicitation, or reject any or all proposals in whole or in part when the cancellation or rejection is in the County's best interests as determined by the County. This includes rejecting any proposal not in compliance with all prescribed public solicitation procedures and requirements, and for good cause, rejecting all proposals upon a finding that it is in the public interest to do so.

If all proposals are rejected, new proposals may be called for in a new solicitation, or the proposals received may be considered with opportunity for supplemental submission. If there is partial rejection, the County may solicit supplemental information only from those proposers who submitted proposals, on the condition that it is unlikely that re-advertising would lead to greater competition. Hillary Moran is delegated the authority to reject all proposals, prepare findings of best interests, and provide written notice of rejection of all proposals.

Clarification and Protest of Solicitation Documents

If a clarification is necessary, an addendum will be issued in writing not less than seventy-two (72) hours prior to the deadline for receipt of proposals, and available on the County-Wide Bid Page. The addendum may postpone the date for submission of proposals by a minimum of five (5) calendar days. The requirements or clarifications contained in any addenda so issued must be included in the proposals received and will become part of any resulting contract.

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

A prospective proposer may protest the competitive selection process or provisions in the RFP documents if the prospective proposer believes the solicitation process is contrary to law or that a solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name pursuant to the requirements of ORS 279B.405(2). Any written protest must be submitted to Hillary Moran, Hillary.Moran@lanecountyor.gov by 12:00p.m. on –September 14, 2022.

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

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

If the protest meets these requirements, the County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the County will promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. The County will issue its decision on the protest not less than three (3) business days before proposals are due, unless a written determination is made by the County that circumstances exist that justify a shorter time limit. If a proposer finds discrepancies or omissions in the RFP documents, or is in doubt as to their meaning, the proposer must immediately notify Hillary Moran, Hillary.moran@lanecountyor.gov.

Protest Process

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

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

- (1) Requirements for protest.
 - (a) A protest of award of a public improvement contract must specify the applicable grounds for protest set forth in OAR 137-049-0450(4)(c), which is hereby adopted into this rule.
 - (b) All other protests of award must be in writing and specify the applicable grounds for the protest as set forth in ORS 279B.410(1).
 - (c) Any protest not in compliance with these rules may be rejected.

- (2) Review and determination.
 - (a) Upon receipt of a protest, the department must promptly notify both the evaluation committee and the proposer recommended for award that a protest has been received, and furnish each with a copy of the protest. Both the recommended proposer and the committee may, within three (3) calendar days from the date the protest was received, respond to the protest in writing.
 - (b) After a protest has been received, the Department that issued the RFP must prepare a written analysis of the protest and make a recommendation to the decision maker as to appropriate action to be taken.
 - (c) Contracts Requiring Board Action to Award. If the public officer determines there is sufficient merit to reject proposals, the public officer may do so. If, following any action by the public officer, any portion of the protest remains, the LCRB must be provided with, and may consider, a complete copy of the written record, and any other evidence provided, at a public meeting. At the public meeting the LCRB may, at the LCRB's discretion, allow the department that issued the RFP and the appellant an opportunity to address the protest. The LCRB may affirm, reverse, or revise an award, or may send the matter back to the Department for further action, and must issue its decision by Board Order.
 - (d) Contracts Not Requiring Board Action to Award. The County Administrator has authority to reject proposals, or to affirm, reverse, or revise the award, or send the matter back to the department for further action. The Administrator must deliver this decision to the LCRB. If, within seven (7) days, the LCRB elects to review the matter, the LCRB must be provided with and may consider a complete copy

of the written record, and any other evidence provided, at a public meeting. The LCRB may affirm, reverse, or revise an award, or may send the matter back to the Department for further action, and must issue its decision by Board Order. If the LCRB does not elect to review the matter within seven 7 days, the Administrator's decision will be final.

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

PART II - PROGRAM INFORMATION

Background and Overview

The Lane County Homeless By Name List (HBNL) from May 2022 identifies over 4,000 individuals actively experiencing homelessness in Lane County, including over 1600 chronically homeless individuals and over 2,000 individuals with disabilities.

The Supplemental Continuum of Care (CoC) funding opportunity has been made available by the Dept. of Housing and Urban Development (HUD) specifically to target efforts to reduce unsheltered homelessness, particularly in communities with very high levels of unsheltered homelessness.

In response to the high level of need in the community, Lane County aims to prioritize and connect individuals to immediate *permanent housing* options, including Rapid Re-Housing (RRH) and Permanent Supportive Housing (PSH), as quickly as possible using a Housing First and Harm Reduction approach, while providing wraparound supports to ensure long-term stability in that housing. The following project types may be funded under this opportunity:

Permanent Supportive Housing (PSH) is a permanent, community-based, housing model in which housing assistance (e.g., long-term leasing or rental assistance) and supportive services are provided, without designated length of stay, to assist households with at least one member with a disability in achieving housing stability. PSH is generally prioritized for individuals and households who are highly vulnerable, chronically homeless, and/or have intense service needs which necessitate long-term supports.

Rapid Re-housing (RRH) is a permanent housing intervention that provides short- to medium-term tenant-based rental assistance and supportive services to assist literally homeless households in regaining stability in community-based housing as quickly as possible. RRH consists of three key components: housing relocation/stabilization services, financial assistance, and case management. Assistance is provided using a Progressive Engagement approach, providing the minimum amount of assistance needed for the household to achieve stability in housing.

Joint TH and PH-RRH is defined as a project that combines two existing program components – transitional housing and permanent housing rapid re-housing – in a single project to serve individuals and families experiencing homelessness. Program participants may only receive up to 24 months of total assistance. When enrolled in a Joint TH and PH-RRH project, the provider must be able to provide both components to all participants. A participant may choose to receive only one component, but both must be made available. They provide a safe place for people to stay – crisis housing – with financial assistance and wrap around supportive services determined by program participants to help them move to permanent housing as quickly as possible. Stays in the crisis housing portion of these projects should be brief and without preconditions, and participants should quickly move to permanent housing.

Supportive Services Only (SSO) proposed projects may be categorized as Street Outreach or Other Standalone Services. SSO projects provide standalone supportive services to sheltered and unsheltered individuals in order to connect them to housing or other necessary services.

Stand-alone Supportive Services projects typically operate in a facility or office designated for the sole purpose of providing services by providers. Common examples include: legal services, personal hygiene and health services, child care centers, parenting classes, and educational and employment training. While these services are not directly related to a specific housing project or structure, *they must be necessary to assist program participants in obtaining and maintaining housing.*

SSO - Street Outreach projects include activities that reach out to persons living on streets or places not meant for human habitation. These projects engage individuals experiencing homelessness who are unsheltered to provide services that may include basic needs; transportation; health services; and referrals to shelter, housing, or services.

The goal of all described models is to help individuals and families locate and obtain housing as quickly as possible, increase self-sufficiency through financial assistance and services, and ensure households retain that housing if/when that assistance ends.

All of the models are Housing First interventions, as assistance is offered without preconditions such as sobriety, required income or employment, or a requirement to participate in specific services. Assistance is tailored to the needs of each household, providing only what is necessary to obtain and sustain permanent housing.

Through this funding opportunity, HUD will award funding to communities to implement coordinated approaches -- grounded in Housing First and public health principles -- to reduce the prevalence of unsheltered homelessness, and improve services, health outcomes, and housing stability among highly vulnerable unsheltered individuals and families. **HUD expects communities to partner with health and housing agencies to leverage mainstream housing and healthcare resources.**

Project Description

This RFP seeks to fund at least one model described above for individuals experiencing homelessness through *one or multiple* service providers.

This opportunity is anticipated to be funded up to \$1,008,655 (CoC) for a **three-year period** (about \$336,218 annually) (grant period to begin July 1, 2023). The number of individuals served will be determined based on the model and budget proposed.

Eligibility and Target Population

As the models outlined seek to respond to, and/or ultimately resolve, an individual's episode of homelessness, the target population will be individuals (adult households without children) who are Literally Homeless (Category 1), or Fleeing Domestic Violence (Category 4) as defined by HUD.

"Homeless" is defined as:

(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) Has a primary nighttime residence that is a public or private place not meant for human habitation;

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

(iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

Fleeing Domestic Violence (Category 4) is defined as:

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

See CoC Interim Rule (24 CFR 578.3) for a full explanation of definitions.

Victim Service Provider

Victim Service Provider (VSP) is defined as a private nonprofit organization whose *primary mission* is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Providers include rape crisis centers, domestic violence shelter and transitional housing programs, and other programs. A VSP is a designation at the *agency* level, not the project level (see 24 CFR 578.3).

Providers responding to this RFP may, but are not required to, be a Victim Service Provider.

Coordinated Entry and Homeless Management Information System

Service Provider(s) will participate in Lane County's Coordinated Entry System, as required, which will include a phased assessment approach. Phased assessment encompasses rapid resolution/diversion, housing problem solving, and Front Door Assessments with the goal of connecting clients to permanent housing. These services should be low-barrier and available to eligible clients in real-time as much as possible. Service Provider will be expected to participate in efforts to improve the Coordinated Entry System.

Service Providers that are recipients or subrecipients under HUD's Continuum of Care (CoC) Program are required to collect client-level data consistent with Homeless Management Information Systems (HMIS) data collection requirements and local policies and procedures.

The Violence Against Women Act (VAWA) and the Family Violence Prevention and Services Act (FVPSA) contain confidentiality provisions that limit Victim Service Providers from sharing,

disclosing, or revealing victims' personally identifying information (PII), including entering information into shared databases like HMIS. To protect clients, VSPs must enter required client-level data into a comparable database that is comparable to and complies with all HMIS requirements.

The project selected through this opportunity must participate in the established Homeless Management Information System (WellSky), or in a comparable management information system approved by Lane County (*Victim Service Providers only*). Lane County will provide WellSky free of charge for the Victim Service Provider to use, or the service provider can purchase a different system approved by Lane County at their own expense. Participation is defined as entering all required data into the MIS in alignment with the local system policies and procedures including timeliness, completeness and accuracy. Required reporting from service provider must be provided to Lane County in a timely manner.

Required Services and Activities

The minimum, required services that must be provided include:

If proposing Rapid Rehousing:

- Housing Identification
 - o Households must be actively assisted in identifying available housing units and securing a lease with the property owner as quickly as possible while honoring client needs and choice in housing identification, as well as ensuring safety of the household.
- Landlord Partnership
 - o Program should work to recruit landlords in the community and build relationships in order to more rapidly house program participants, as well as act as liaison in addressing tenant issues once housed.
 - o Program should designate housing identification staff (e.g. Housing Locators, Housing Navigators, Landlord Liaison, etc.) who are primarily responsible for locating units and securing landlord partnerships.
- Financial Assistance
 - o Program must provide tenant-based rental assistance and ensure timely payments to landlords to assist program participants with security deposits, application fees, rent, utilities, and other associated housing costs eligible under the funding source.
 - o Program must provide assistance using a flexible, Progressive Engagement model, which aims to provide only what is needed to assist the household in regaining stability, rather than a "standard" package of assistance. No more than 18 months of rental assistance may be provided (up to 24 months with approval). Reassessment must occur at least every 3 months.
- Case Management
 - o Case management must be provided at least monthly and should focus primarily on alleviating barriers to obtaining and maintaining stability in housing. A case management ratio of no more than 25:1 is required.

- Case management must also connect households to community supports and mainstream benefits to assist in maintaining housing stability after the program ends.

If proposing Joint TH-RRH:

Joint TH-RRH proposed projects must provide for both components. RRH component must include all elements noted above, and the proposal must additionally include the following TH elements:

- Crisis Housing (Transitional Housing)
 - Project should have established units to offer as transitional crisis housing for a period of time until households can be connected to permanent housing options. Units are typically project-based/facility-based, or sponsor-based (tenant based assistance is provided through the RRH portion of the project).
 - Under Leasing, agency must have signed occupancy agreements or leases (or subleases) with program participants residing in the crisis housing.
 - Program must provide assistance using a flexible, Progressive Engagement model, which aims to provide only what is needed to assist the household in regaining stability, rather than a “standard” package of assistance. No more than 12 months of crisis housing may be provided (up to 24 months with approval only).
- Housing Identification
 - Households must be actively assisted in identifying available housing units and securing a lease with the property owner as quickly as possible while honoring client needs and choice in housing identification, as well as ensuring safety of the household.
- Case Management
 - Case management must be provided at least monthly and should focus primarily on alleviating barriers to obtaining and maintaining stability in housing. A case management ratio of no more than 25:1 is required.
 - Case management must also connect households to community supports and mainstream benefits to assist in maintaining housing stability after the program ends.

If proposing Permanent Supportive Housing:

- Housing Identification
 - Households must be actively assisted in identifying available housing units and securing a lease with the property owner as quickly as possible while honoring client needs and choice in housing identification, as well as ensuring safety of the household.
 - Housing may be provided through a project-based or scattered site model, using Rental Assistance or Leasing under the CoC Program, or through other sources, such as Project-Based Vouchers (PBV).
- Case Management
 - Case management must be provided throughout a participant’s time in the program and should be tailored to the needs of each individual, focusing primarily

on alleviating barriers to maintaining stability in housing and independent living. A case management ratio of no more than 20:1 is recommended.

- Case management must also connect households to community supports to assist them in living independently, as well as mainstream benefits for which they may be eligible.

If proposing Supportive Services Only (Street Outreach):

- Outreach and Engagement:
 - Engagement efforts start, but do not end, with addressing survival needs, imminent health and safety issues, and making connections with temporary shelter and longer-term housing navigation resources
 - Attend to basic needs prioritized by participants, e.g., distributing basic necessities and supplies (e.g., hygiene kits);
 - Provide problem-solving support (e.g., identifying a place for a warm breakfast, connection to medical care);
 - Provide information and referral for health and community services.
- Rapid Resolution:
 - Engage in problem solving conversations around resolving homelessness including but not limited to: Social resources (i.e. family, friends); Family reconciliation/rebuilding connections with personal network; Employment or Education resources (i.e. work history, skills, and experience, connections); Landlord mediation
- Barrier Assessment and Housing Planning:
 - Assess for housing barriers (i.e. legal, credit, income)
 - Complete the Self-Sufficiency Outreach Matrix (upon entry and again each April)
 - Assist with gathering identification documents required for getting housing
 - Connect to mainstream housing resources and benefits (Affordable Housing and Section 8, GA, SSI, etc.)
- Coordinated Entry Assessment:
 - Conduct Front Door Assessments in the field with those who are unable to resolve homelessness themselves or with Barrier Buster and community resources (Coordinating with other Front Door Assessors so as not to duplicate services).
 - Keep client profiles and Front Door Assessments up to date in HMIS and communicate pertinent information to Lane County through the 'assessor's notes' section;
 - Participating in case conferencing/coordination with other street outreach and housing providers
- Warm Handoff:
 - Ensure an effective "hand-off" for outreach participants when an identified housing provider is located through Coordinated Entry and/or they are identified for targeted navigation and case management services through other programs;
- Ongoing Engagement:
 - Stay engaged with identified individuals ongoing, even when there are minimal resources to offer in the moment

- Coordinate with other street outreach efforts in contact with this population so as to avoid duplication of services and coverage.

If proposing Supportive Services Only (Standalone or Other):

- Supportive Services
 - Services must not be directly related to a specific housing project or structure and must be necessary to assist program participants in obtaining and maintaining housing
 - Program requirements will vary depending on services proposed. Services can include:
 - housing assessment and navigation;
 - case management;
 - legal services;
 - health services, including mental or behavioral health services;
 - substance use services;
 - educational and employment training.

For all program models proposed:

- Support Services
 - Must be provided for the duration of a household's stay in the program
 - Program must provide connection to mainstream benefits and other community supports such as Senior and Disability Services, SSI/SSDI, SNAP, WIC, TANF, OHP, Veterans services, etc.
- Follow Ups
 - 6 and 12 month follow ups must be completed post-exit for participants exiting to a permanent housing destination
- Information and Referral
 - Program should provide information and referrals for other services households may need that are outside of the scope, such as substance use treatment, mental, physical, or behavioral health services, childcare, employment or education, etc.
- Participant Engagement
 - Provide opportunities for participant voices to be heard and incorporated into program development and service delivery, as well as provide opportunities for individuals with lived experience to be engaged with day to day operations
 - Creation or maintenance of a resident/tenant council preferred, if applicable

Additional General Requirements

- Program should ensure quality assurance processes are in place to evaluate effectiveness and progress toward performance goals. Fiscal monitoring to ensure efficient spend down of funds should be conducted no less than quarterly.
- All services must be implemented in accordance with locally established [Lane County Written Standards](#), as well as any program-specific standards based on the funding

source requirements. Projects proposing PSH, Joint TH-RRH, or RRH should carefully review the established standards and ensure program model proposed is in alignment.

- Provider must develop and provide written copies of program rules, policies, and procedures, including a participant grievance policy. This includes any additional CDC COVID-19 guidelines and their application to the project (i.e. distancing, remote communication methods, use of masks or plastic barriers, etc.).
- Provider must maintain client files, either physically or electronically, that can be made available to the funder(s) for monitoring purposes.
- The proposer must make the program open to all eligible populations regardless of sexual orientation, gender identity, marital status, race, color, religion, national origin, age, or disability status.

Core Values and Standards

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

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

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

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

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

Equity Framework

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

Collaboration and Coordination

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

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

Funding Opportunity Specific Requirements and Preferences

The Supplemental CoC funding opportunity has been made available by HUD specifically to target efforts to reduce unsheltered homelessness, particularly in communities with very high levels of unsheltered homelessness.

Through this funding opportunity, HUD will award funding to communities to implement coordinated approaches -- grounded in Housing First and public health principles -- to reduce the prevalence of unsheltered homelessness, and improve services, health outcomes, and housing stability among highly vulnerable unsheltered individuals and families. HUD expects communities to partner with health and housing agencies to leverage mainstream housing and healthcare resources.

Projects able to provide additional commitments to support their project application either in providing new units in the community through non-HUD resources, or by leveraging resources from community healthcare partners will be given preference for this RFP. This includes letters of commitment, contracts/subcontracts, or other formal written agreements demonstrating the development of new units and/or new housing opportunities for people experiencing

homelessness through other resources, and/or written commitments from Hospitals, Healthcare Clinics, Insurance Agencies, Medicaid State Agencies, Public Health Departments, Mental Health Clinics, FQHC or Drug Treatment Facilities.

Lane County Plan to Address Unsheltered Homelessness

As part of this funding opportunity, the Lane County CoC is developing a coordinated plan to address unsheltered homelessness. All projects funded under this opportunity are required to align with the plan, once developed, and contribute to the goal of ending unsheltered homelessness.

Additional Information may be found here:

https://www.hud.gov/program_offices/comm_planning/coc/specialCoCNOFO

Training

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

- Housing First Principles
- Trauma-informed care
- Conflict resolution, mediation, and problem solving
- De-escalation techniques, mental health first aid
- Motivational interviewing, harm reduction, and related topics
- Diversity and Equity (various topics)
- Working with Victims of Domestic Violence
- Fair Housing
- Coordinated Entry Policies and Procedures, as applicable
- HMIS Privacy & Security / Data Entry

Additional Program-Specific Training Recommended based on model proposed and/or population(s) served.

Performance Outcomes and Reporting

All performance outcomes will be based on data entered into the MIS or comparable database and reported to Lane County. Service Provider will be expected to report on outcome progress no less than quarterly including, but not limited to, the total participants enrolled in the program, and demographic information of program participants. At minimum, performance outcomes will include:

Rapid Rehousing

- At least 80% of participants enrolled will exit to permanent housing.
- At least 90% of participants enrolled will be permanently housed within 90 days of Entry
- At least 85% of those exiting to a permanent destination will remain permanently housed at 6 and 12 month follow up

- At least 55% of participants (adults) without a source of income at entry will obtain cash benefits or income from any source.
- At least 25% of participants without non-cash benefits at entry will obtain non-cash benefits.

Joint TH-RRH

- At least 90% of participants enrolled in TH will exit to permanent housing within one year.
- At least 90% of participants enrolled in RRH will be permanently housed within 90 days of Entry.
- At least 80% of participants enrolled overall will exit to permanent housing.
- At least 85% of those exiting to a permanent destination will remain permanently housed at 6 and 12 month follow up
- At least 55% of participants (adults) without a source of income at entry will obtain cash benefits or income from any source.
- At least 25% of participants without non-cash benefits at entry will obtain non-cash benefits.

Permanent Supportive Housing

- At least 85% of participants enrolled will exit to permanent housing.
- At least 90% of participants enrolled will be permanently housed within 60 days of referral
- At least 85% of those exiting to a permanent destination will remain permanently housed at 6 and 12 month follow up
- At least 15% of participants (adults) without a source of income at entry will obtain cash benefits or income from any source.
- At least 25% of participants without non-cash benefits at entry will obtain non-cash benefits.

Supportive Service Only

- Outcomes will be determined based on model and services proposed.

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

- Reduction of overall number of people experiencing homelessness
- Reduction of length of time homeless
- Increased placement in and exit to permanent housing
- Increased income from all sources
- Increased connection to non-cash benefits

Funding

Total amount estimated to be available for the project is as follows:

1. Joint TH/RRH **or**
2. Rapid rehousing **or**
3. Permanent Supportive Housing **or**
4. Supportive Services Only (Outreach or Standalone)

A total of \$1,008,655 total is available *over a three year grant period*, including:
\$960,637 HUD CoC Program
\$48,018 HUD CoC Admin

Funding availability is contingent on HUD award after project application submission.

Eligible Costs and Activities

Funding for this project is anticipated to be provided through the [HUD Continuum of Care Supplemental to Address Unsheltered and Rural Homelessness \(Special NOFO\)](#). Eligible costs are those defined under the CoC Interim Rule (24 CFR 578). **Service Providers should thoroughly review eligible costs prior to developing a proposed budget.**

General, eligible program costs for include:

- **Tenant-Based Rental Assistance** (monthly rental payments) (24 CFR 578.51)
- **Supportive Services** (24 CFR 578.53):
 - Annual Assessment of Service Needs;
 - Moving Costs;
 - Utility deposits;
 - Case management: The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. Component services and activities consist of: Counseling; Developing, securing, and coordinating services; Using the centralized or coordinated assessment system; Obtaining federal, State, and local benefits; Monitoring and evaluating program participant progress; Providing information and referrals to other providers; Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and Developing an individualized housing and service plan, including planning a path to permanent housing stability.
 - Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.
 - Life skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance abuse, and homelessness are

eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.

- Mental health services
- Outpatient health services
- Outreach services
- Substance Use treatment services
- Other Supportive Services. Child care; Education services; Employment assistance and job training; Food; Mediation with property owners and landlords on behalf of eligible program participants; Credit counseling, accessing a free personal credit report, and resolving personal credit issues; rental application fees; Legal services; Transportation.
- Direct provision of services. If the service described above are being directly delivered by the recipient or subrecipient, eligible costs for those services also include: The costs of labor or supplies, and materials incurred by the provider in directly providing supportive services to program participants; and the salary and benefit packages of the program staff who directly deliver the services.
- **Leasing.** (24 CFR 578.49) A structure or structures, or portions thereof, to provide housing or supportive services; Utilities; Security Deposits.
- **Operations.** (24 CFR 578.55) The maintenance and repair of housing; Property taxes and insurance; Building security for a structure where more than 50 percent of the units or area is paid for with grant funds; Electricity, gas, and water; Furniture; and Equipment.
- **HMIS.** (24 CFR 578.57) Costs associated with contributing data to the HMIS. If the agency is a VSP, it may use CoC funds to establish and operate a comparable database that complies with HUD's HMIS requirements.
- **Administration (limited)**

	Rental Assistance	Leasing	Operations	HMIS	Supportive Services	Admin
PSH	X	X*	X*	X	X	X
RRH	X (TBRA Only)			X	X	X
TH-RRH	X	X*	X*	X	X	X
SSO		X*		X	X	X

** Projects may not use Rental Assistance with Leasing or Operations in the same budget, with the exception of Joint TH-RRH projects where one component utilizes Rental Assistance (RRH) and the other utilizes Leasing (TH). PSH projects proposing to utilize CoC funds to pay for units in the program must choose either Rental Assistance or Leasing, as appropriate.*

Leasing cannot be utilized for units that the recipient or subrecipient owns.

Provider may choose to use CoC Program funds to lease a structure or a portion of a structure that will be used for SSO projects. Individual units may not be funded under an SSO project.

Complete details on eligible costs can be found in 24 CFR 578, CoC Interim Rule.

Individual program guidance should be followed when determining eligible program costs under the available funding source. Service Providers should carefully consider which cost categories are most appropriate to operate the program model being proposed (i.e. Rental Assistance vs. Leasing).

Fiscal Policies and Match

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

A ***minimum*** 25% match is required for the project funded through this RFP, minus any Leasing costs included. Non HUD funding within Lane County contracts (e.g. HSC funding) may be included in the match calculation. To be considered eligible for match, a cost must also be eligible under CoC regulations. Match funds should be clearly outlined in the proposed budget.

Agencies may find they need to further supplement the funding provided to ensure all requirements and client needs are met. Agencies are encouraged to secure additional match and leverage beyond the total funding provided by Lane County, as needed to implement an effective program.

Administration costs are limited by HUD to no more than 10% of the total HUD CoC amount available. Lane County reserves a portion of the administrative costs (50%) for administering the contract. Agencies should budget for no more than \$48,018 in admin under CoC funding in their proposed budget if requesting the full amount available.

Additional Program Information

If applicants need additional information about any aspect of the program, questions and requests for information should be addressed to Hillary Moran at Hillary.moran@lanecountyor.gov. Requested information to the extent it is available, will be provided to any applicant.

PART III - CALENDAR OF EVENTS

Friday, August 12, 2022.....	Request for Proposal Released
Friday, August 19 th @ 12:00 p.m.....	Deadline for Commenting on or Protesting Specifications Believed to Limit Competition
Monday, August 29, 2022 at 12:00pm.....	Proposals Due to Hillary Moran, Hillary.moran@lanecountyor.gov
Tuesday, September 6 th , 2022.....	Notification of Review E-mailed
Wednesday, September 14 th , 2022, @ 12:00 p.m.....	Protests of Recommendations Due

PART IV- GENERAL INSTRUCTIONS

- A. All responders to the Request for Proposals must respond to all items requested. Proposals which are incomplete or fail to include all items may be rejected.
- B. In your responses, please follow the sequence of questions or documentation requested in all sections of the Request for Proposals.
- C. All proposals must be submitted as a single PDF document.
- D. Responders may comment on or object to any of the specifications of the Request for Proposals which they believe limit competition as outlined in the Clarification and Protest of Solicitation Documents section of this RFP.
- E. All protests of award must be filed within seven (7) calendar days after notice of the decision was mailed pursuant to LM 20.730

PART V – PROPOSAL CONTENT

Required Documentation

Narrative Questions

The following questions are informational and will not be scored:

Is the applicant a Victim Service Provider (not required)? Y/N

Is the applicant eligible to apply for HUD funds (required)? Y/N

Eligible project applicants: nonprofits, state, local governments, instrumentalities of state or local government, Indian Tribes and Tribally Designated Housing Entities (TDHEs), as defined in section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4103), and Public Housing Agencies (PHAs) as such terms are defined in 24 CFR 5.100

Does the applicant have a Management Qualifications Packet on file with Lane County (required)? Y/N

Indicate the project type:

PH-PSH PH-RRH TH-RRH SSO-Outreach SSO-Other

Which categories of funding will be requested (select all that apply):

Rental Assistance Leasing Operations Supportive Services HMIS

The following questions will be scored using the rubric provided:

- 1. Please describe the agency's mission and previous experience providing housing and services to people experiencing homelessness, including experience managing Federal, State, and/or local funds. Include specific outcomes and performance metrics achieved such as percentage exits to permanent housing, average days from referral to housing, or increase in employment and non-cash benefits. If none, please describe similar, relevant experience and outcomes achieved.**
- 2. Provide a description that addresses the entire scope of the proposed project. A detailed description of the scope of the project should cover all required activities for the project type being proposed, and at minimum include:**
 - a. General description of program being proposed
 - b. Number of individuals to be served, including total beds/units (if applicable) at any point in time, type of units, and target population(s), if any, to be served
 - c. Details regarding the type of housing and/or services proposed, directly by the agency and through partnerships or collaborations, including how the services provided will contribute to obtaining and maintaining permanent housing through a Housing First approach. If this project will exclusively assist victims of domestic violence, the description must include safety planning addressing the particular needs of this target population using trauma-informed, victim centered approaches.
 - i. If RRH, please include how each of the core components will be provided, case management models proposed, staffing, and landlord strategies for securing units.
 - ii. If PSH, please include the model being proposed (i.e. scattered site, project-based), the type of housing assistance to be used (i.e. rental assistance or master leasing, non-CoC vouchers, etc.), case management models proposed,

- and staffing.
- iii. If Joint TH-RRH, please include how both models of crisis housing and rental assistance will be provided, staffing, and case management models proposed.
- d. Anticipated project outcome(s) to be achieved
- e. Coordination with other organizations
- f. How the CoC funding will be used

3. Describe the specific plan to coordinate and integrate with other mainstream health, social services, and employment programs for which program participants may be eligible. The description should include:

- a. assisting program participants with obtaining and increasing employment income that will lead to successful exits from homelessness (e.g., local employment programs, job training opportunities, educational opportunities);
- b. the type of mainstream services you will assist program participants with obtaining to increase non-employment income (e.g., SSI; SSDI; Food Stamps)
- c. the type of social services you will provide access and help program participants obtain (e.g. childcare, food assistance, TANF, early childhood education); and
- d. access to healthcare benefits and resources (e.g., Medicaid, Medicare, healthcare for the homeless, FQHCs).

4. For all supportive services available to program participants, indicate who will provide them and how often they will be provided. (Complete Chart)

Service	Provider (Agency, Partner, Non-Partner)	Frequency (Daily, Weekly, Monthly, Annually, Semi-Annually or As Needed)
Assessment of Service Needs		
Assistance with Moving Costs		
Case Management		
Child Care		
Education Services		
Employment Assistance		
Food		
Housing/Counseling Services		
Legal Services		
Life Skills		
Mental Health Services		
Outpatient Health Services		
Outreach Services		
Substance Abuse Treatment Services		
Transportation		
Utility Deposits		

Partner indicates formal agreement or partnership in place, such as MOU.

- 5. Is the project able to provide additional commitments either in the form of new units in the community through *non-HUD* resources, or by leveraging resources from community healthcare partners (preference)? If yes, please include a brief description of the commitment accompanying this proposal, along with supporting documentation (e.g letters of commitment, or other formal written agreements demonstrating the development of new units through other resources, and/or written commitments from healthcare entities).**
- 6. How will the project center individuals with lived experience of homelessness? Please specify ways in which program participants and/or people with lived experience will be**

provided opportunities for involvement in day to day operations of the project, including leadership, volunteering or employment, as well as ways in which program participants will be able to provide input or feedback for continuous quality improvement (e.g. tenant council, anonymous surveys, focus groups, etc.).

- 7. Describe how the agency will work to reduce disparities in service accessibility and outcomes for people experiencing homelessness who may live with disabilities, have limited English proficiency, and may be part of historically marginalized groups such as LGBTQ+, immigrants and refugees, and Black, Indigenous and People of Color. Give examples of equity issues you have identified within service delivery and any changes the agency has made in order to respond to the issues identified and better meet the needs of diverse communities.**

- 8. Please describe your agency's quality assurance practices and how you will ensure outcome goals described in the scope of work will be achieved. How will the agency ensure data entry and data quality expectations are met? What experience does your agency have in conducting outcomes follow-up after participants have left a program?**

- 9. Please outline a complete estimated timeline of proposed activities including hiring of staff, training, development of policies and procedures, and implementation start date (anticipated by July 1).**

RESPONDENT STATEMENTS AND CERTIFICATIONS

(CONTRACT FORM D-2, 2020 EDITION)

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

Respondent's Name: _____

RFQ or RFP Title: _____

RESPONDENT STATEMENTS

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

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

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

ADDENDA

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

CERTIFICATIONS

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

1. **Certification of Resident Bidder Status.** Respondent is _____ is not _____ (check one) a resident bidder, as defined in ORS 279A.120.
2. **Certification of Non-Discrimination.** Respondent has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.
3. **Certification of Non-Collusion.** This bid is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a bid for the same services, and is in all respects fair and free from collusion or collaboration with any other Respondent.
4. **Certification of Compliance with Tax Laws.** Respondent has, to the best of Respondent's knowledge, complied with Oregon tax laws in the period prior to the submission of this bid, including:
 - a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,

- b. Any tax provisions imposed by a political subdivision of this state that applied to Respondent or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
- c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

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

RESPONDENT

Authorized signature

Respondent's legal name

Name of authorized signer

Address

Title

Date

Federal Tax ID number

CONTACT INFORMATION FOR THIS SUBMISSION

Contact name

Telephone number

Email address

PART VI – CRITERIA FOR EVALUATION OF REQUEST FOR PROPOSALS

Insert Program Criteria Here / Matrix

Scoring Rubric Unsheltered Supplemental NOFO

Evaluation Criteria	Poor/Unclear <i>This is low competency work. Response is unclear, incomplete, or inadequate.</i>	Adequate <i>This is medium competency work. Sufficient responses, some areas may require clarification. A few minor components may be unclear.</i>	Exceptional <i>This is high competency exemplary work. Response is logical and succinct, leaving reader with no further questions.</i>
Agency Mission and Previous Experience	Insufficient, missing, or irrelevant discussion of performance outcomes. Agency does not address experience working with target population. 1 2 3 4	Agency demonstrates that they have some experience providing housing services or similar relevant experience to individuals experiencing homelessness. Demonstrates consistent tracking of performance outcomes, with moderate success. 5 6 7	Clearly demonstrates a depth of experience providing housing and services to individuals who are experiencing homelessness and unsheltered. Describes demonstrated successful performance outcomes that are relevant to serving this population. 8 9 10
Project description, design and services provided. Number served.	Response does not clearly describe project design, services provided, number served, number of beds/units or type of housing. Unclear or missing significant details or information. Design does not address all required activities. Not in alignment with Housing First or unclear. 1 2 3 4	General overview of project design. Overall design is generally consistent with best practices and required activities for provision of housing and/or services. Follows Housing First approach. Number served, beds/units, and type of housing/services clearly specified. Some questions remain or details unclear. 5 6 7	Detailed, clear, and succinct description of project design. Design includes best practices and required activities outlined and aligns with Housing First. Includes detailed list of services that will be provided that are adequate for program design. Number served clearly specified and justified. Beds and Units clearly described and type of housing/services identified. 8 9 10
Concept to Obtain and Remain in Permanent Housing	Does not adequately address how participants will be assisted to obtain and remain in PH, or concept seems unrealistic. 1 2 3 4	Concept generally describes plan to assist participants to obtain and remain in PH, but details are lacking. Concept does not entirely match target population or seems insufficient for populations served.	Concept logically describes reasonable plan to assist participants to obtain and remain in permanent housing. If applicable, description of how the project will work with landlords or property owners in the community or demonstrate similar, relevant experience.

		5 6 7	Concept matches target population. 8 9 10
Leveraging Housing and Healthcare Resources (preference)	Project is not able to provide additional commitments either in the form of new units in the community through non-HUD resources, or by leveraging resources from community healthcare partners. 0	Project is potentially able to provide additional commitments either in the form of new units in the community through non-HUD resources, or by leveraging resources from community healthcare partners. Documentation of commitment not provided or secured. 5	Project is able to provide additional commitments either in the form of new units in the community through non-HUD resources, or by leveraging resources from community healthcare partners. Documentation of commitment provided 10
Centering Individuals with Lived Experience of Homelessness	Minimal or no description of how people with lived experience will be centered in program design. Individuals may or may not be provided opportunities for involvement or input. Details lacking or missing. 1 2 3 4	Some level of involvement of people with lived experience is described, but their expertise is not fully centered in the project design or implementation. Minimal involvement in day to day operations or opportunities for program input provided. 5 6 7	Clearly describes how the project centers individuals with lived experience of homelessness. Provides specific ways in which program participants and/or people with lived experience will be provided opportunities for involvement in day to day operations of the project, as well as ways in which program participants will be able to provide input or feedback for continuous quality improvement. 8 9 10
Plan to reduce disparities in service accessibility and outcomes.	Response does not acknowledge disparities in service accessibility and outcomes. Agency indicates an intention to address issues but has not taken steps to do so. 1 2 3 4	Describes how the agency works to reduce disparities in service accessibility and outcomes, without sufficient detail. Included examples of equity issues identified within service delivery but response or changes not yet implemented fully. Response lacks details. 5 6 7	Clearly describes how the agency will work to reduce disparities in service accessibility and outcomes for people experiencing homelessness who may live with disabilities, have limited English proficiency, and may be part of historically marginalized groups such as LGBTQ+, immigrants and refugees, and BIPOC. Included examples of equity issues identified within service delivery and any changes the agency has made in order to respond to the issues identified. 8 9 10
Quality assurance and performance measures	Does not demonstrate adequate quality assurance measures, unclear how successful outcomes will be achieved. 1 2 3 4	General but adequate description of quality assurance practices. General overview of performance outcomes, with some description of how successful outcomes will be achieved. Some description of how follow up after exit will be conducted.	Clear description of how quality of services will be evaluated and maintained. Clearly outlines performance measures and logical plan to achieve successful outcomes. Detailed description of how follow up after exit will be achieved.

				<p>Budget is vague, incomplete, and/or includes unallowable costs. Does not account for match or other program support funds. Timeline is unrealistic or lacks detail.</p> <p>1 2 3 4</p>		<p>5 6 7</p>	<p>Budget adequately demonstrates overall project plan. Match funds addressed. Costs generally eligible. Timeline is realistic for project design. Missing details in budget or narrative.</p> <p>5 6 7</p>		<p>8 9 10</p>	<p>Budget clearly outlines reasonable staff time allocation and staffing structure (FTE) with cost breakdown. Budget is realistic given level of funding and consistent with allowable costs. Includes any required matching funds, anticipated additional expenses not covered by HUD, and funds that agency will commit to the project.</p> <p>8 9 10</p>	<p>Total: _____/80 Points</p>

PART VII- ATTACHMENTS

Notice Regarding Oregon Corporate Activity Tax

NOTICE REGARDING OREGON CORPORATE ACTIVITY TAX

The County is providing this notice to ensure Bidders and proposers are informed of the Corporate Activity Tax (CAT), effective January 1, 2020. Bidders and proposers must consider this tax and all other applicable taxes in preparing and submitting bids and proposals; the County will pay according to the contract amount(s) as submitted in the Bid or proposal, in accordance with the contract documents.

The following information is provided from the Oregon Department of Revenue:

In 2019, the Oregon Legislature established the Corporate Activity Tax (CAT) through House Bills 3427 and 2164. The CAT is expected to generate \$1 billion of revenue per year. Although the tax is called a Corporate Activity Tax, the tax applies to all business entity types, including sole proprietorships, partnerships, type C and S corporations, and others.

The CAT is measured on a business's commercial activity-the total amount a business realizes from transactions and activity in Oregon, regardless of whether the revenue is received from private parties or contracts with government entities such as Lane County.

The new law requires businesses with Oregon commercial activity in excess of \$1 million to file a CAT return, and those businesses with taxable commercial activity in excess of \$1 million must pay the tax. The CAT imposes a \$250 tax on the first \$1 million of gross receipts, after subtractions, and a 0.57 percent tax on gross receipts greater than \$1 million, after subtractions. Please be aware the Corporate Activity Tax:

- Is effective January 1, 2020.
- Applies to any business entity that conducts business in Oregon.
- Requires returns to be filed using a calendar tax year.
- Requires registration within 30 days after exceeding the \$750,000 registration threshold.
- Requires returns to be filed annually by April 15.

For more information and to receive updates by subscribing to the Oregon Department of Revenue (ODR) email notification list, visit the ODR website at www.oregon.gov/dor and click on the Corporate Activity Tax link. Bidders may also follow ODR at [@Orrevenue](https://twitter.com/Orrevenue) on Twitter.

If you have questions regarding the tax, you may call 503-945-8005 or email ODR at cat.help.dor@oregon.gov.

Lane County Contract

THIS Contract is entered into by Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and _____, hereinafter referred to as CONTRACTOR, for the period commencing July 01, 2023 to and including June 30, 2024.

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified services;

The terms of this Contract are contained in this document and the following documents which are included by reference as if incorporated herein:

BOILERPLATE dated 06-01-2022

EXHIBIT A dated 07-01-2021

EXHIBIT E dated 01-20-2019

EXHIBIT F dated 01-01-2021

EXHIBIT G dated 07-01-2017

EXHIBIT H dated 01-06-2017

Regardless of any statement to the contrary in this Contract EXHIBIT D are not relevant to this Contract

Each of the parties designates the individual listed below as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other.

Lane County, Oregon	
County: Steve Mokrohisky County Administrator	Authorized Representative: Hillary E. Moran Program Services Coord 2 Hillary.MORAN@co.lane.or.us 151 WEST 7TH AVE S-520 EUGENE, OR 97401

Insurance Reviewed:

LANE COUNTY CONTRACT (Boilerplate)

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

1. Contract Requirements: CONTRACTOR will meet all requirements laid out in Exhibit A – Additional Terms and Conditions, including Grant Program and Compliance Requirements and Exhibit G – Federal Terms and Conditions.
2. Contractor Services: CONTRACTOR will perform as an independent contractor and not as an agent of the COUNTY the necessary services to conduct the specific program(s) described in Exhibit B – Program Plan by this reference made a part hereof at a funding level described in Exhibit C – Budget Plan by this reference made a part hereof. The project will be operated in accordance with the provisions of the McKinney-Vento Act (the Act) and all requirements under 24 CFR part 578.
3. Match: CONTRACTOR will provide non-federal match at a level indicated in Exhibit D – Match.
4. Culturally Diverse and Appropriate Services: CONTRACTOR will demonstrate, through its actions, an understanding and appreciation for diversity and difference in its clients and/or consumers. This will be demonstrated through the provision of equal access to services for all individuals. CONTRACTOR will respect and value gender, language, race, developmental ability, and socioeconomic diversity in its clients, and will respect the client's right to privacy in such areas as religious faith, political beliefs and sexual orientation. All individuals will be treated with dignity and respect regardless of gender, language, race, developmental ability, religion, political beliefs, sexual orientation, and socioeconomic level.

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

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

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

6. Reporting: CONTRACTOR agrees to prepare and furnish all reports and data required by COUNTY. This may include, but is not limited to the items described in 6.1 through 6.4 below. All required reports must be submitted to <https://laneco.sharefile.com/filedrop/dxcb90c1-bfdd-4886-aa60-2c12aada997f> within thirty (30) days of the end of the reporting period. If CONTRACTOR fails to provide reports within the required period, payment of monthly reimbursement may be withheld.

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

- 6.1.1 Separate revenue accounts must be maintained for each income source and type listed in the approved budget.
 - 6.1.2 Separate expense accounts must be maintained for each program and/or service element provided.
 - 6.1.3 This financial report must include a detailed comparison of revenues and expenses to the approved budget for the period.
 - 6.2. A copy of corporate/organizational balance sheet, submitted to COUNTY quarterly.
 - 6.3. Copies of the agenda and minutes of meetings of the board of directors submitted to COUNTY quarterly.
 - 6.4. Any additional reports specified in Exhibit E – Special Reporting Requirements.
7. Lane Manual: CONTRACTOR agrees to comply with the rules and regulations of COUNTY, marked Exhibit F – Lane Manual, by this reference incorporated herein.
8. Termination / Corrective Action:
- 8.1. This Agreement may be terminated at any time by mutual written consent of the Parties.
 - 8.2. COUNTY may terminate this Agreement as follows:
 - 8.2.1 At COUNTY's discretion, upon thirty (30) days advance written notice to CONTRACTOR;
 - 8.2.2 Immediately upon written notice to CONTRACTOR, if COUNTY fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in COUNTY's reasonable and administrative discretion, to perform its obligations under this Contract;
 - 8.2.3 Immediately upon written notice to CONTRACTOR, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that COUNTY's performance under this Agreement is prohibited or COUNTY is prohibited from funding the Contract from the funding source;
 - 8.2.4 Immediately upon written notice to CONTRACTOR, if COUNTY determines that CONTRACTOR has endangered or is endangering the health or safety of a client or others. CONTRACTOR's failure to start service on the date specified by COUNTY in this Contract (or subsequent modifications) could, in COUNTY's sole discretion, be determined endangering to the health or safety of a client or others; or
 - 8.2.5 Immediately upon written notice if there is a denial, revocation, or non- renewal of any license, certificate, authorization or other approval required by applicable law or regulation to be held by the CONTRACTOR to provide services under this Contract.

8.2.6 Immediately upon written notice to CONTRACTOR, if CONTRACTOR is in default under this Contract and such default remains uncured fifteen (15) days after written notice thereof to CONTRACTOR.

8.2.7 Upon fourteen (14) days advance written notice to CONTRACTOR, if CONTRACTOR fails to perform or discharge any obligation that CONTRACTOR is required to provide, perform or discharge under this Contract and such failure remains uncorrected at the end of said fourteen (14) day period.

8.2.8 Upon date specified in a written notice, if CONTRACTOR fails to start service in this contract (or subsequent modifications).

8.3. CONTRACTOR may terminate this agreement as follows:

8.3.1 All or part of this Contract may be terminated by CONTRACTOR for convenience upon thirty (30) days' notice in writing, subject to the following condition: If the COUNTY has no alternative way to provide for the service, the contract may not be terminated by the CONTRACTOR for convenience.

8.3.2 CONTRACTOR may terminate this Contract upon thirty (30) days written notice if unable to perform due to substantial changes in conditions.

8.4. Upon receiving a notice of termination of this Contract, CONTRACTOR must immediately cease all activities under this Contract, unless COUNTY expressly directs otherwise in such notice. Upon termination, CONTRACTOR must deliver to COUNTY all materials or other property that are or would be required to be provided to COUNTY under this Contract or that are needed to complete the Program work that would have been performed by CONTRACTOR. Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date.

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

8.5.1 Major violations include but are not limited to:

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

8.5.1.2. Misuse of funds; and

8.5.1.3. Intentional falsification of records.

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

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

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

8.5.3.2. Immediately upon written notice, terminate the contract.

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

9. COUNTY Monitoring:

9.1 COUNTY and /or U.S. Department of Housing and Urban Development (HUD) may monitor the activities of each CONTRACTOR and its subcontractors as it deems necessary or appropriate, among other things, to ensure CONTRACTOR and its subcontractors comply with the terms of this Contract and that grant fund awards are used properly for authorized purposes hereunder HUD also may ensure that performance goals are achieved as specified in this Contract, including without limitation in the Scope of Work, related Program Elements, Work Plans and Budgets. Monitoring activities may include any action deemed necessary or appropriate by COUNTY and/or HUD including, but not limited to the following:

9.1.1 The review (including copying) from time to time of any and all CONTRACTOR and subcontractor(s) files, records and other information of every type arising from or related to performance under this Contract;

9.1.2 Arranging for, performing, and evaluating general and limited scope audits;

9.1.3 Conducting or arranging for on-site and field visits and inspections;

9.1.4 Review of CONTRACTOR fiscal and program reports prior approval documentation; and

9.1.5 Evaluating, training, providing technical assistance and enforcing compliance of CONTRACTOR, subcontractor(s), and their officers, employees, agents, contractors and other staff.

COUNTY and/or HUD may utilize third parties in its monitoring and enforcement activities, including monitoring by peer agencies. COUNTY and/or HUD monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by COUNTY and/or HUD and may be effected through contractors, agents or other authorized representatives. CONTRACTOR consents to such monitoring and enforcement by COUNTY and/or HUD and agrees to cooperate fully with same, including requiring by contract and causing that its subcontractors so cooperate.

COUNTY and/or HUD reserve the right, at their sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.

9.2 CONTRACTOR will fully and timely cooperate with COUNTY and/or HUD in the performance of any and all monitoring and enforcement activities. Failure by CONTRACTOR or any of its subcontractors to comply with this requirement is sufficient cause for COUNTY to require special conditions and may be deemed by COUNTY and/or HUD as a failure by the CONTRACTOR to perform its obligations under this Contract.

9.3 If applicable, CONTRACTOR will perform onsite visits to monitor the activities of its subcontractors as specified by applicable grant program requirements or otherwise directed by HUD, but in no case less than at least once during the term of this contract.

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

11. Recovery of Fund and Reallocation:

11.1. CONTRACTOR's expenditures may be charged to this Contract only if they (a) are in payment for services performed under this Contract; (b) conform to applicable state and federal regulations and statutes; (c) are in payment of an obligation incurred during the contract period; and (d) are not in excess of 100 percent of program costs. Any contract funds spent for purposes not authorized by this Contract will be deducted from payments or refunded to the COUNTY no later than thirty (30) days after the contract's expiration.

11.2. CONTRACTOR may not transfer funds provided under this Contract from one service to another without prior written approval of COUNTY.

11.3. In the event of early termination, cancellation, or suspension of this Contract, the CONTRACTOR will submit a report of expenditures to COUNTY. Any COUNTY funds on hand and not encumbered for authorized expenditures at the date of termination, cancellation, or suspension will be refunded to the COUNTY according to the instructions furnished to the CONTRACTOR by the COUNTY.

11.4. Under the following circumstance, COUNTY may recover from CONTRACTOR the financial assistance paid to CONTRACTOR under this Contract:

11.4.1 If CONTRACTOR fails to have an independent certified public accountant audit federal funds in a manner that complies with Exhibit G of this Contract, COUNTY may recover from CONTRACTOR all federal funds paid to CONTRACTOR under this Contract.

11.4.2 If federal authorities demand repayment of all or a portion of the federal funds or disallow payment of all or a portion of the federal funds to COUNTY under this Contract, COUNTY may recover from CONTRACTOR that portion of the federal funds necessary to satisfy the federal repayment demand or disallowance.

11.4.3 If an expenditure of financial assistance paid to CONTRACTOR under this Contract does not result in the delivery of a service in accordance with the terms and conditions of this Contract including, but not limited to, the grant award, any specialized service requirements and the relevant service description, COUNTY may recover the amount of the expenditure from CONTRACTOR.

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

\$250,000 and over - audited financial statement;

\$100,000-\$249,999 – review statement;

Under \$100,000 - compilation statement.

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

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

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

13. Contractor Services: The delivery of each service will comply with the terms and conditions of the Contract between COUNTY and CONTRACTOR and meet the standards for such service as set forth herein and including but not limited to, any terms, conditions, standards and requirements set forth in the Agreement (MGA) in place between COUNTY and HUD and applicable work plans. The current Agreement between COUNTY and HUD is incorporated herein by this reference. CONTRACTOR and any subcontractors will comply with all applicable provisions of the current HUD Agreement as if CONTRACTOR were the COUNTY. In addition, in regard to contracted and subcontracted services, COUNTY will have all of the rights and benefits of provisions in the current HUD Agreement to the same extent as HUD. Services under this Contract will be provided only to persons eligible for services under Federal law, Oregon law and COUNTY guidelines.

14. Notice: Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this Contract, notice may be given to the person executing the Contract on behalf of that party.

15. Compliance with Coronavirus Guidelines, Laws, Rules, and Orders: The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and believed to spread mainly from person-to-person contact. Each of the parties is and must remain familiar with the Centers for Disease Control Prevention guidelines and with federal, state, and local laws, rules, and orders regarding COVID-19 throughout the term of this Contract. Each of the parties acknowledges that it understands the circumstances regarding COVID-19, and in carrying out its obligations under this Contract, each will take all necessary precautions, including those set out in the guidelines, laws, rules and orders described in this paragraph. The parties agree that they have anticipated the costs of compliance with the present guidelines, rules, laws, and orders in establishing their obligations under this Contract, and that no claim will be made by either party for such compliance. However, in the event that after the effective date of this Contract the referenced COVID-19 guidelines, laws, rules, and orders are changed in such a way as to adversely affect the parties’ carrying out of their obligations under this Contract, either party so affected must give notice to the other party of any potential need to modify the Contract to accommodate or respond to such changes in the guidelines, laws, rules, and orders.

16. Compliance with Law: CONTRACTOR will and will require and cause (including by contract) all subcontractors, agents and assigns to comply with this Contract, including applicable federal, state, and local laws, rules, regulations, and guidelines as well as HUD directives with respect to any of its obligations related to grant programs funded under this Contract or for which requests for funding are made, whether or not any such requirement described herein or listed within the respective Work Plan, particularly the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (P.L. 109-282), provisions of which include but may not be limited to a requirement for CONTRACTOR and subcontractors to have a Unique Entity ID (UEI) number and to maintain a current registration in System for Award Management (SAM) database. CONTRACTOR will, and will require and cause its subcontractors to, comply with such requirements whether or not such requirements exist at the time this Contract is executed, or arise subsequent to the execution of this Contract. Performance by both parties of their respective obligations hereunder must be made efficiently, effectively and within applicable program timelines.

17. Multiple Counterparts: This Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one Contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract and any amendments so executed will constitute one original.

18. Proselytization: If CONTRACTOR represents that it is, or may be deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes, which is supervised or controlled by, or in connection with a religious or denominational institution or organization, then CONTRACTOR certifies that:

- 18.1. CONTRACTOR agrees to provide public services in a manner free from religious influence;
- 18.2. CONTRACTOR will not discriminate in employment practices based on religion;
- 18.3. CONTRACTOR will not discriminate against program applicants based on religion;
- 18.4. CONTRACTOR will not give preference to certain religions in the provision of services;

- 18.5. CONTRACTOR will provide no religious instructions while providing the public services;
- 18.6. CONTRACTOR will not provide religious services or other forms of proselytizing while providing the public services; and
- 18.7. CONTRACTOR will exert no other religious influence in providing services.

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

19.1. The person signing this Contract has authority to execute this Contract on behalf of CONTRACTOR and to bind CONTRACTOR to its terms.

19.2. CONTRACTOR is in compliance with and will abide by all federal requirements described in Exhibit G of this Contract.

19.3. CONTRACTOR is not employed by or contracting with the federal government for the work covered by this Contract.

19.4. CONTRACTOR has not discriminated against minority, women or small business enterprises or a business that is controlled by or that employs a disabled veteran as defined in ORS 408.225.

19.5. CONTRACTOR has established or before starting the Program work will establish a formal statement of nondiscrimination in its employment policy and that it enforces such policy.

19.6. CONTRACTOR will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Services.

19.7. CONTRACTOR prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

19.8. CONTRACTOR has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:

19.8.1 All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

19.8.2 Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed; and

19.8.3 Any rules, regulations, charter provisions or ordinances that implemented or enforced any of the forgoing tax laws or provisions.

19.9. Pursuant to ORS 305.385(6) and OAR 150-305-0302, the person signing this Contract hereby swears and affirms under penalty of perjury that, to best of their knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380 (4).

19.10 Neither CONTRACTOR nor any of its principals, officers, directors, or employees:

19.10.1 Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or COUNTY;

19.10.2 Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

19.10.3 Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection 19.10.2 above;

19.10.4 Has within a three-year period preceding this Contract had one or more public transactions (federal, State or local) terminated for cause or default; and

19.10.5 Is included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> .

Exhibit A

Additional Terms and Conditions

1. **Disbursement of Funds:** Based upon amount specified in Contract, COUNTY will provide payment to CONTRACTOR for rendering the services listed in this Contract. COUNTY will provide funds to CONTRACTOR only upon approved reimbursement requests for allowable costs incurred. Should CONTRACTOR fail to submit required reports when due, or fail to perform or document the performance of services hereunder, COUNTY may withhold payments under this contract to the extent allowed by law.
 - 1.1 CONTRACTOR shall maintain an accounting system which conforms with the following requirements:
 - A. Expenditures shall be segregated by line item category within the accounting system of CONTRACTOR.
 - B. Other funds or income received that is attributable to funds provided in this contract shall be identified and segregated for expenditures relating to the program(s) for which the original funds were provided. Any allocation methodology shall comply with any requirements applicable to that entity or program.

CONTRACTOR must provide to COUNTY any information or detail regarding the expenditure of funds required under the Contract or applicable Program Elements prior to disbursement as COUNTY may request.
 - 1.2 CONTRACTOR's request for funds must be supported by documentation satisfactory to COUNTY, including but not limited to: properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Contract in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. COUNTY may require such other information or clarification as it deems necessary or appropriate in its sole discretion.
 - 1.3 CONTRACTOR will be paid on a cost reimbursement basis for federal and state funds. Invoices must be submitted in a timely manner as determined by COUNTY. CONTRACTOR must request expenditures against contract budget amounts by line item in a format provided by the COUNTY. Also required, is the break down by funding source and major funding categories if applicable (leasing, supportive services, direct client assistance, operation costs, administration etc.).
 - 1.4 COUNTY will only disburse funds to CONTRACTOR for activities completed or materials produced, that, if required by Contract or applicable Program Elements, are approved by COUNTY. If COUNTY determines any completed Program work is not acceptable and any deficiencies are the responsibility of CONTRACTOR, COUNTY will prepare a detailed written description of the deficiencies within fifteen (15) days of receipt of the materials or performance of the activity and will deliver such notice to CONTRACTOR. CONTRACTOR must correct any deficiencies at no additional cost to COUNTY within fifteen (15) days. CONTRACTOR may resubmit a request for disbursement that includes evidence satisfactory to COUNTY demonstrating deficiencies were corrected.

1.5 COUNTY is not responsible nor will it pay for any costs disallowed either upon a request for funds or as a result of any audit, review, site visit, or other disallowance action by OHCS or COUNTY, except for costs incurred by CONTRACTOR solely due to the willful misconduct or gross negligence of OHCS or COUNTY, its employees, officers, or agents. If a cost is disallowed by OHCS or COUNTY after reimbursement has occurred, CONTRACTOR shall repay all disallowed costs to COUNTY upon written notice within the time frame specified by COUNTY, which in no event shall exceed thirty (30) days.

COUNTY may recover such disallowed costs through repayment, withholding, offset, or other means permitted under this Contract, by law or otherwise but consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

1.5.1 CONTRACTOR will, and will cause its subcontractors to, cooperate with COUNTY and all appropriate investigative agencies will assist in recovering invalid payments.

1.6 If CONTRACTOR does not expense funds in a timely manner as determined by COUNTY, COUNTY may, at its sole discretion, reduce CONTRACTOR funding and may redistribute to other contractors or retain such funds for other use.

2. **Fixed Assets:** If applicable, CONTRACTOR shall, and shall cause its subcontractors to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Subtitle B with guidance at 2 CFR Part 200, and specific requirements of the source of funds. These regulations shall apply to all equipment purchased with COUNTY funding, regardless of source of funds. The following practices are in addition to those otherwise required:

2.1. High Risk Items. Fixed assets with a high risk of loss include all computer equipment, electronic equipment, photography equipment, hand tools and any other items CONTRACTOR may identify as at risk. Fixed assets that are deemed to have a high risk of loss must be labeled, recorded on an inventory tracking system, and inventoried at least once a year.

2.2. Automobiles. CONTRACTOR is prohibited from using funds provided as part of this Contract to purchase any automobiles.

2.3. Loaned Equipment/Property Disposition. All fixed assets owned by OHCS or COUNTY and loaned to CONTRACTOR under a standard agreement will remain the property of OHCS and/or COUNTY, regardless of their value. The disposition of all loaned equipment will be readily available.

2.4. Disposal Requiring Prior Approval. When CONTRACTOR, or its subcontractor, wishes to dispose of equipment having an original cost of more than \$5,000, CONTRACTOR shall submit a written notification to the appropriate OHCS Program Coordinator with a copy to the OHCS Financial Compliance Monitor. If OHCS consents, OHCS will provide instructions regarding the method of disposition. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such

disposition, if permitted, shall be done in a manner consistent with the property management standards of equipment of OHCS from which the original funding was received. In the case of mixed funding sources, the most restrictive standards shall apply.

Items of equipment with a current per-unit, fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of upon written notification to the appropriate OCHS Program coordinator with a copy to OHCS Financial Compliance Monitor with no further obligation. The OHCS Program coordinator shall be notified of all title transfers, sales, and other methods of disposition. OHCS may review disposition records upon notification of CONTRACTOR.

- 2.5. Purchased Equipment/Capital Property. Non-expendable capital property can be acquired with grant funds only if the purchase has been specifically approved in the contract or by prior approval in writing of COUNTY. Any capital property purchased, whether a single item or cumulative of similar items totaling \$5,000 or more, needs to adhere to the terms and conditions of the contract, and will require prior signatory approval from COUNTY.
- 2.6. Equipment. The title to all equipment as defined in 2 CFR Part 200, purchased in whole or in part with funds provided under this Contract, shall rest with the CONTRACTOR. Property and equipment purchased with COUNTY grant funds shall not be used for collateral or to secure financing.
3. **Compliance:** CONTRACTOR will comply and will require and cause (including by contract) all subcontractors, vendors, contractors, and assigns to comply with this Contract, including applicable Program Requirements.
 - 3.1 Without limiting the generality of the foregoing, CONTRACTOR will comply and will require and cause its subcontractors, vendors, contractors, agents, and assigns to comply with all federal requirements, including but not limited to the Federal Funding Accounting and Transparency Act (FFATA) of 2006 (P.L. 109-282), provisions of which include, but are not limited to, a requirement for CONTRACTORS, subcontractors, and vendors to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the SAMs (System for Awards Management) database.
 - 3.2 Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that

they are applicable to the Contract and required by law to be so incorporated. CONTRACTOR shall, to the maximum extent economically feasible in performance of this Agreement, use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (as “recycled product” is defined in ORS 279A.010(ii)).

- 3.3 CONTRACTOR shall be responsible for programmatic integrity and compliance with the programmatic intent including but not limited to the following requirements:
 - 3.3.1 CONTRACTOR shall ensure that all staff are adequately trained to perform under this contract including, but not limited to the training in processing of eligibility determinations and authorizations or other programmatic requirements.
 - 3.3.2 CONTRACTOR shall comply with programmatic regulations and guidelines as listed in Grant Program and Compliance Requirements.
 - 3.4 CONTRACTOR shall maintain all certificates of approval and professional or clinical licenses/accreditation required by the State of Oregon to perform the work described in Exhibit B – Program Plan.
 - 3.5 Policies, regulations, guidelines, and requirements for use of State Oregon Housing and Community Services funds, including federal grants received through the state, are contained within Exhibit I – State Funding Assurances. CONTRACTOR receiving State funds must abide by the requirements contained within Exhibit I – State Funding Assurances.
 - 3.6 CONTRACTORS receiving ESG funding are required to comply with ESG Interim Rule 24 CFR 576.407(b). CONTRACTORS must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the CONTRACTOR intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the CONTRACTOR must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The CONTRACTOR must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, CONTRACTORS are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons. Let it be known that the use of facilities, assistance and services are available to all on a non-discriminatory basis.
4. **Monitoring:** COUNTY, including its authorized representatives and authorized third parties, may monitor the activities and records of each CONTRACTOR and CONTRACTOR’s subcontractors and vendors as it deems necessary or appropriate to ensure: (1) compliance with this Agreement, including the Program Requirements; and (2) achievement of this Agreement’s performance goals, in COUNTY’ sole discretion.

- 4.1 COUNTY's monitoring activities may include any action deemed necessary or appropriate by COUNTY including, but not limited to the following: (1) the review (including copying) from time to time of any and all CONTRACTOR, subcontractor, and Vendor files, records, and other information of every type arising from or related to performance under this Contract; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of CONTRACTOR fiscal and program reports, and requiring appropriate Request for Funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of CONTRACTOR, subcontractors, vendors, and their officers, employees, agents, contractors and other staff.
 - 4.1.1 COUNTY may continue to track and follow-up its monitoring findings and corrective actions with CONTRACTOR or its subcontractors through a tracking record. The tracking record may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. CONTRACTOR must resolve finding and other required corrective action actions within reasonable timeframe provided by COUNTY.
 - 4.2 COUNTY monitoring and enforcement activities may be conducted in-person, by telephone, and by other means deemed appropriate by COUNTY.
 - 4.3 COUNTY may, in its sole and absolute discretion, request assistance in monitoring from outside parties, including but not limited to OHCS, the Oregon Secretary of State, the Oregon Attorney General, the federal government, and law enforcement agencies.
 - 4.4 COUNTY may release CONTRACTOR monitoring reports, agency audits, and any other compliance information to the State of Oregon and Community Action Partnership of Oregon.
 - 4.5 CONTRACTOR agrees to fully and timely cooperate with COUNTY in performance of any and all monitoring and enforcement activities, including causing its subcontractors, vendors, and contractors to also cooperate by agreement.
5. **CONTRACTOR Default:** CONTRACTOR will be in default under this Contract upon the occurrence of any of the following events:
- 5.1 CONTRACTOR fails to use the Grant Funds for the intended purpose described in applicable Program Elements or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Contract;
 - 5.2 CONTRACTOR fails to comply timely with any material obligation under this Contract, including but not limited to any COUNTY directive or term of a corrective action plan;
 - 5.3 Any representation, warranty, or statement made by CONTRACTOR in this Contract or in any documents or reports relied upon by COUNTY to measure the Program work, the

expenditure of funds, or the performance by CONTRACTOR is untrue in any material respect when made; or

- 5.4 A petition, proceeding or case is filed by or against CONTRACTOR under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against CONTRACTOR, CONTRACTOR acquiesces to such petition or such petition is not dismissed within twenty (20) calendar days after such filing, or such dismissal is not final or is subject to appeal; or CONTRACTOR becomes insolvent or admits its inability to pay its debts as they become due, or CONTRACTOR makes an assignment for the benefit of its creditors.
6. **COUNTY Default:** COUNTY will be in default under this Contract if, after fifteen (15) days written notice specifying the nature of the default, COUNTY fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract; provided, however COUNTY will not be in default if COUNTY fails to disburse funds because there is insufficient expenditure authority for, or moneys available from, the funding source. In the event COUNTY is in default under this paragraph, and whether or not CONTRACTOR elects to terminate this Contract, CONTRACTOR's sole monetary remedy will be, within any limits set forth in this Contract, reimbursement of Program work completed and accepted by COUNTY and authorized expenses incurred, less any claims COUNTY has against CONTRACTOR. In no event will COUNTY be liable to CONTRACTOR for any expenses related to termination of this Contract or for anticipated profits.
7. **Conflict of Interest:** By signature to this Contract, CONTRACTOR declares and certifies the award of this Contract and the Program work, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of CONTRACTOR. A conflict of interest exists if, among other things, a decision or recommendation could affect the finances of the public official or the finances of a relative. If a conflict of interest exists, the public official must always give notice of the conflict, and in some situations the public official is restricted in their ability to participate in the matter that presents the conflict of interest. CONTRACTOR will timely report to COUNTY any perceived or actual conflict of interest. CONTRACTOR certifies it has established a conflict of interest policy that outlines the process for disclosing in writing any potential conflict of interest and such policy must be provided to COUNTY upon COUNTY request, or as otherwise requested during a CONTRACTOR audit.
8. **Federal Terms:** All federal terms and conditions included in this Contract at time of original Contract execution may be amended from time to time by the federal grantor or regulator of funds.
9. **Personnel Changes:** In addition to the requirements provided elsewhere in this Contract, CONTRACTOR will immediately report changes in Key Personnel including Fiscal, Program, and Executive Level Leadership.

10. **Subcontracting:** CONTRACTOR may not, without COUNTY' prior written consent, enter into any subcontracts for any of the Contract work. COUNTY's consent to any contract will not relieve CONTRACTOR of any of its duties or obligations under this Contract.
11. **Records Maintenance and Access:** CONTRACTOR must, and must require and cause its subcontractors to, maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR must, and must require and cause its subcontractors to, maintain any other records, whether in paper, electronic or other form, pertinent to this Contract in such a manner as to clearly document CONTRACTOR's and subcontractors' performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "Records". CONTRACTOR acknowledges and agrees COUNTY, OHCS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. CONTRACTOR must 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 Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. In its agreements with subcontractors, CONTRACTOR shall require and cause its subcontractors to comply with the requirements of this paragraph and to grant right of access to and ownership by COUNTY of the subcontractors' books and records related to this Contract.
12. **Publicity and Public Information:** Whenever written or verbal information related to the services provided through this contract is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the CONTRACTOR shall acknowledge and name the Human Services Commission, City of Eugene, City of Springfield and Lane County as sponsoring the services provided through this contract.
13. **Changes to Program Plan and Budget:** Changes to Program Plan by the CONTRACTOR require prior approval by COUNTY. Budget adjustments, within existing contract total, by CONTRACTOR which require amendments to grants or federal or state work plans need prior approval by COUNTY. Requests and justification of any change must be submitted in writing to COUNTY program staff and be approved in writing by COUNTY prior to commencement of the requested change.
14. **Coordinated Entry System:** CONTRACTOR will participate in the Lane County Coordinated Entry System. CONTRACTOR participation shall be in accordance with the Coordinated Entry System Policy and Procedure Manual, and any subsequent versions, as developed and approved by COUNTY.
15. **Consumer Satisfaction Surveys:** CONTRACTOR will participate in consumer satisfaction survey activities.
16. **Management Information System:** CONTRACTOR shall enter all data deemed appropriate and necessary by COUNTY into ServicePoint Management Information System (MIS) for all federal, state, local and private funding awarded by the COUNTY through this contract or OPUS for energy and weatherization programs. Data entry into ServicePoint or OPUS must be completed by

CONTRACTOR at the time of service or within 72 hours. The "OPUS Privacy Posting/Notice" and the "ServicePoint Privacy Notice" must be clearly displayed in all areas which clients access. CONTRACTOR must comply with the Lane County HMIS Policies and Procedures and the program guidelines for OPUS energy and weatherization programs and CONTRACTOR staff must complete training provided by COUNTY.

17. **Lane County Contracting Policies:** The Human Services Division (HSD) of Lane County Health & Human Services' contracting policies below are incorporated into this Contract.

- 17.1 Lane County's fiscal year is July 1 through June 30.
- 17.2 HSD generally determines cost eligibility using the Federal Uniform Guidance 2 CFR 200. Human Services or other funding sources may apply additional eligibility requirements depending on items of cost. More restrictive guidelines established by the funding source or Human Services supersede the Uniform Guidance.
- 17.3 Contracted revenues and expenses must be segregated by funding source and easily identified within recipient's accounting system.
- 17.4 Contract budgets must include full cost of the project regardless of funding percentage provided through Lane County contract.
- 17.5 Documentation of direct and indirect costs must be retained and available for review during fiscal monitoring. Allocable costs must be substantiated by a written, consistent and fairly applied process.
- 17.6 The amount of administrative funding provided within Human Services contracts is determined by funding type. Regardless of administrative eligible funding in contract, administrative cost reimbursements are limited to no more than 15% of contract funding.
- 17.7 There is no specific match required for Human Services contracts, except for projects funded by U.S. Housing and Urban Development (HUD). Contractors are expected to maintain the level of service indicated in the program plan throughout the contract term which may require contractor cash or in-kind contributions.
- 17.8 HUD Continuum of Care (COC), Emergency Solutions Grant (ESG) and ESG-like funded projects are subject to a 25% match. Non HUD funding within Lane County contracts may be included in the match calculation. To be considered eligible for match, a cost must also be eligible for HUD funding under CoC and ESG manuals and regulations. Match funds must be clearly identified in monthly invoices.
- 17.9 Contracts are paid through monthly invoicing on cost reimbursement basis. Invoice reimbursements must be based on documented, after the fact, actual cost rather than a percent of budget or percent of annual funding. Invoices are considered past due if submitted after the 15th of the month following the month invoicing.

- 17.10 Contract expenditure rates is 50% expended by 50% of year unless preapproved by Lane County contract administrator. Contract balances will be reviewed at mid-term. Contracts expending less than 50% at 50% of term may be subject to de-allocation.
- 17.11 Use of contract funds for capital expenditures and equipment totaling over \$5,000 are unallowable except with prior written approval from Lane County.

Grant Program and Compliance Requirements

Grant	Acronym	State Federal Private	Federal Agency	CFDA	Federal Regulations	State Regulations	Guides/Manuals
Community Development Block Grant, Community Development Block Grant Coronavirus	CDBG, CDBG-CV	F	HUD	14.218	24 CFR 570	None	None
Community Service Block Grant, Community Services Block Grant-CARES	CSBG, CSBG-CARES	F	HHS	93.569	45 CFR 96	OAR 813-210; OAR 813-230	None
Continuum of Care	COC	F	HUD	14.228	25 CFR 578	None	CoC HUD Program Interim Rule: https://www.hudexchange.info/resource/2033/heardh-coc-program-interim-rule/
Emergency Housing Assistance	EHA	S	None	None	None	OAR 813-046	https://www.oregon.gov/ohcs/providers/Pages/program-compliance-forms.aspx
Elderly Rental Assistance	ERA	S	None	None	None	OAR 813-370	https://www.oregon.gov/ohcs/providers/Pages/program-compliance-forms.aspx
Emergency Solutions Grant Program and Emergency Solutions Grant Coronavirus	ESG, ESG-CV1-3	F	HUD	14.231	24 CFR 576	OAR 813-145	https://www.oregon.gov/ohcs/providers/Pages/program-compliance-forms.aspx
HOME TBA	HTBA	F	HUD	14.239	24 CFR 92	OAR 813-120	https://www.oregon.gov/ohcs/providers/Pages/program-compliance-forms.aspx
Housing Stabilization Program	HSP	F/S	HHS	93.558	45 CFR 260	OAR 813-051	https://www.oregon.gov/ohcs/providers/Pages/program-compliance-forms.aspx
Low-Income Home Energy Assistance Program, LP CARES ACT	LIHEAP, LP-CARES	F	HHS	93.568	42 U.S.C. 8621	ORS 458.505; OAR 813-200	https://www.lanecounty.org/government/county_departments/health_and_human_services/human_services_division/energy_and_weatherization_programs/training_materials

Oregon Energy Assistance Program	OEAP	S	None	None	None	None	ORS 757.612; OAR 813-202	https://www.lanecounty.org/government/county_department/health_and_human_services/human_services_division/energy_and_weatherization_programs/training_materials
Oregon Emergency Rental Assistance Program	OERA	F	Treasury	21.023	American Rescue Plan Act of 2021 Section 3201	86 FR 1585		https://www.oregon.gov/ohcs/housing-assistance/Pages/emergency-rental-assistance.aspx
Out of the Cold	OOTC	S	None	None	None	ORS 291.375		www.oregon.gov/ohcs/providers/Pages/program-compliance-forms.aspx
State Homeless Assistance Program	SHAP	S	None	None	None	OAR 813-240		www.oregon.gov/ohcs/providers/Pages/program-compliance-forms.aspx
Supporting Tenants Accessing Rental Relief	STARR	S	None	None	None			www.oregon.gov/ohcs/providers/Pages/program-compliance-forms.aspx

7/1/21

Exhibit B
Program Plan

Exhibit C

Budget

FY 21-23 CFDA Information

Service Description	Service Description Name	Vendor or Sub-recipient	Federal Funding Source	CFDA #(s)
A&D 03	System Management and Coordination-AddictionServices		N/A	
A&D 60	Start-Up - Addiction Services		N/A	
A&D 61	Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services	Sub-recipient	SAPT	93.959
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder ResidentialTreatment	Vendor	TANF	93.558
A&D 63	Peer Delivered Services		N/A	
A&D 64	HousingAssistance		N/A	
A&D 65	Intoxicated Driver Program Fund (IDPF)		N/A	
A&D 66	Community Behavioral and Addiction Treatment, Recovery & Prevention Services	Sub-recipient	SAPT	93.959
A&D 67	Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity	Sub-recipient	SAPT	93.959
A&D 71	Youth Addiction, Recovery & Prevention Residential Treatment Services		N/A	
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Respite Treatment Services		N/A	
A&D 84	Problem Gambling Client Finding Outreach Services		N/A	
 				
MHS 01	System Management and Coordination		N/A	
MHS 04	Aid and Assist Client Services		N/A	
MHS 05	Assertive Community Treatment Services		N/A	
MHS 08	Crisis and Acute Transition Services (CATS)		N/A	
MHS 09	Jail Diversion		N/A	
MHS 10	Mental Health Promotion and Prevention Services		N/A	
MHS 12	Rental Assistance Program Services		N/A	
MHS 13	School Based Mental Health Services		N/A	
MHS 15	Young Adult Hub Programs (YAHP)		N/A	
MHS 16	Peer Delivered Services (PDS)		N/A	
MHS 16A	Veterans Peer Delivered Services		N/A	
MHS 20	Non Residential Adult Mental Health Services for Adults	Sub-recipient	MHBG	93.958

Service Description	Service Description Name	Vendor or Sub-recipient	Federal Funding Source	CFDA #(s)
MHS 22	Non Residential Adult Mental Health Services for Child and Youth		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community MH Crisis Services for Adults and Children		N/A	
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults in Transition		N/A	
MHS 26A	Early Assessment and Support Alliance (EASA)		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals Under the Adult and Juvenile Panels of the Psychiatric Security Review Board		N/A	
MHS 31	Enhanced Care/Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	
MHS 35	Older/Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Residential Review Services (PASRR)		N/A	
MHS 37	Start-Up Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)		N/A	
PE 01-01	State Support for Public Health (SSPH)		N/A	
PE 01-07	ELC ED Contact Tracing	Sub-recipient	CDC/Epi & Lab Capacity	93.323
PE 01-09	COVID-19 Active Monitoring - ELC	Sub-recipient	CDC/Epi & Lab Capacity	93.323
PE 01-10	CARES	Sub-recipient	Immunization and Vaccines for Children	93.268
PE 03	Tuberculosis (TB) Services		N/A	
PE 07	HIV Prevention Services	Sub-recipient	CDC/HIV AIDS Prevention Activities, Health Dpt. Based	93.940
		Sub-recipient	Integrated HIV Surveillance & Prevention for Health Depts	93.944

Service Description	Service Description Name	Vendor or Sub-recipient	Federal Funding Source	CFDA #(s)
PE 10	Sexually Transmitted Disease (STD)		N/A	
PE 12	Public Health Emergency Preparedness Program (PHEP)	Sub-recipient	CDC/Public Health Emergency Preparedness	93.069
PE 13-01	Tobacco Prevention and Education Program (TPEP)		N/A	
PE 17	Vector Control		N/A	
PE 36	Alcohol and Drug Prevention Education Program	Vendor	SAMHSA/Alcohol & Drug Prevention Education Program	93.959
PE 40-01	WIC NSA: July - September	Sub-recipient	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557
PE 40-02	WIC NSA: October - June	Sub-recipient	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557
PE 42-03	Perinatal General Funds & Title XIX	Vendor	Title XIX Medicaid Admin/Medical Assistance Program	93.778
PE 42-04	Babies First! General Funds		N/A	
PE 42-06	General Funds & Title XIX	Vendor	Title XIX Medicaid Admin/Medical Assistance Program	93.778
PE 42-11	Title V	Sub-recipient	HRSA/Maternal & Child Health Block Grants	93.994
PE 42-12	Oregon Mothers Care Title V	Sub-recipient	HRSA/Maternal & Child Health Block Grants	93.994
PE 42-14	Home Visiting		N/A	
PE 43-01	Immunization Services	Sub-recipient	CDC/Immunization Cooperative Agreements	93.268
PE 44-01	School Based Health Centers (SBHC) Base		N/A	
PE 44-02	SBHC Mental Health Expansion		N/A	
PE 46-05	Reproductive Health Community Access		N/A	
PE 50	Safe Drinking Water (SDW) Program	Vendor	EPA Public Water System Supervision	66.432
		Vendor	EPA/Safe Drinking Water State Revolving Fund	66.468
PE 51-01	Leadership, Governance & Program Implementation		N/A	

Service Description	Service Description Name	Vendor or Sub-recipient	Federal Funding Source	CFDA #(s)
PE 51-02	Regional Partnership Implementation		N/A	
PE 60	Suicide Prevention, Intervention & Postvention	Sub-recipient	SAMHSA/Substance Abuse & MH Services Projects of Regional & National Significance	93.243
PE 62	Overdose Prevention	Sub-recipient	SAMHSA/State Targeted Response to the Opioid Crisis Grants	93.788
		Sub-recipient	CDC/Injury Prevention & Control Research and State & Community Based Programs	93.136
HS	Healthy Start		N/A	
HSGF	Healthy Start General Fund		N/A	
MIECHV	Nurse Family Partnership	Sub-recipient	HRSA	93.870
SPF PFS	Strategic Prevention Framework Partnership for Success	Sub-recipient	SAMHSA	92.243
SAPT	Substance Abuse Treatment Block Grant	Sub-recipient	SAMHSA	93.959
CARES- CRF	Coronavirus Relief Fund	Sub-recipient	TBD/ Coronavirus Relief Fund	21.109
CDBG	Community Development Block Grant	Sub-recipient	HUD	14.218
PE01 CSBG	Community Services Block Grant	Sub-recipient	HHS	93.569
CARES CSBG	Community Services Block Grant (Coronavirus Relief)	Sub-recipient	HHS	93.569
COC	Continuum of Care	Sub-recipient	HUD	14.288
PE02 ESG	Emergency Solutions Grant	Sub-recipient	HUD	14.231
PE03 EHA	Emergency Housing Assistance		State Funding	
ERA	Elderly Rental Assistance		State Funding	
PE04 SHAP	State Homeless Assistance Program		State Funding	
SNAP 50/50	Supplemental Nutrition Assistance Program	Sub-recipient	Department of Agriculture	10.561
HSC	Human Services Commission		Local Funding	
PE05 HSP	Housing Stabilization Program	Sub-recipient	HHS	93.558
PE06 HTBA	HOME Tenant Based Assistance Program	Sub-recipient	HUD	14.239
HUD	Housing and Urban Development Continuum of Care Grants	Sub-recipient	HUD	14.267
LIRHF	Low Income Rental Housing Fund		State Funding	
PE08 LIHEAP	Low Income Home Energy Assistance Program	Sub-recipient	HHS	93.568
PE09 LIHEAP WX	Low Income Home Energy Assistance Program Weatherization	Sub-recipient	HHS	93.568

Service Description	Service Description Name	Vendor or Sub-recipient	Federal Funding Source	CFDA #(s)
PE10 OEAP	Oregon Energy Assistance Program		State Funding	
PE11 BPA	Bonneville Power Administration Weatherization Program		State Funding	
CARES-EA	Coronavirus Energy Assistance and Weatherization	Sub-recipient	HHS	93.568
PE12 DOE WAP	Department of Energy Weatherization Assistance Program	Sub-recipient	DOE	81.042
PE13 ECHO	Energy Conservation Helping Oregonians Weatherization Assistance Program		State Funding	
SAMHSA	Substance Abuse and Mental Health Services Administration	Sub-recipient	SAMHSA	93.243
CARES	Coronavirus Relief Fund			
PE15 EAS/CRF	PE 15 Energy Assistance Stability (EAS) Program - CRF		State Funding	
PE14 CRF RR	Coronavirus Relief Fund (CRF)		State Funding	
 				
BRS	Behavioral Rehabilitation Services	Vendor	HHS MAP	93.778 93.767
JCP	Juvenile Crime Prevention		State	
JCP BASIC	Juvenile Crime Prevention Basic Services		State	
JCP DIVER	Juvenile Crime Prevention Diversion Services		State	
OYA FLEX	Oregon Youth Authority Individualized Services		State	
Serbu	Serbu Foundation		Private	
TITLE II	Title II Formula Grant		OJJDP	16.54
BLM	Bureau of Land Management		Secure Rural Schools	15.234
 				
FEMA	Federal Emergency Management Agency	Contractor	FEMA	97.036
CARES	Coronavirus Relief Fund	Subrecipient	H&HS	20.019

FY 21-23 CFDA

Exhibit D

Match

Not Applicable

Exhibit E

Special Reporting Requirements

EXHIBIT E

ADDITIONAL REPORTING AND FISCAL REQUIREMENTS

CONTRACTOR shall submit required reports on or before the due dates specified. Unless otherwise specified, all reports are to be submitted electronically. Reports shall be complete and accurate and in the format required by COUNTY. Should CONTRACTOR fail to submit required reports when due, COUNTY may withhold payments under this contract to the extent allowed by law, or use as a basis for reduction, suspension, or termination of funding of any or all funds under this agreement.

- 1. Annual Housing Confirmation Report:** CONTRACTOR receiving any/all funds under this agreement must complete and submit information requested upon request to COUNTY Human Services Division and enter all ServicePoint data as per Lane County HMIS Policies and Procedures for the State of Oregon Health Authority Addictions and Mental Health Division's Annual Housing Confirmation Report.
- 2. Community Services Block Grant (CSBG) Reports:** CONTRACTOR receiving any/all funds under this agreement must complete a fiscal worksheet detailing other monies used to support this contract for the calendar year within 30 days of the end of the calendar year and enter all ServicePoint data as per Lane County HMIS Policies and Procedures.
- 3. Emergency Housing Assistance (EHA) Reports:** CONTRACTOR receiving any/all funds under this agreement must enter all ServicePoint data as per Lane County HMIS Policies and Procedures and submit invoices by the 15th of the month for the previous month.
- 4. Emergency Solutions Grant (ESG) Reports:** CONTRACTOR receiving any/all funds under this agreement must enter all ServicePoint data as per Lane County HMIS Policies and Procedures and submit invoices by the 15th of the month for the previous month.
- 5. Housing Stabilization Program (HSP) Reports:** CONTRACTOR receiving any/all funds under this agreement must submit all required documentation to Lane County HHS Admin, enter all ServicePoint data as per Lane County HMIS Policies and Procedures, and submit invoices by the 15th of the month for the previous month.
- 6. State Homeless Assistance Program (SHAP) Reports:** CONTRACTOR receiving any/all funds under this agreement must enter all ServicePoint data as per Lane County HMIS Policies and Procedures and submit invoices by the 15th of the month for the previous month.
- 7. Home Tenant-Based Assistance (HTBA) Reports:** CONTRACTOR receiving any/all funds under this agreement must submit all required documentation to Lane County HHS Admin, enter all ServicePoint data as per Lane County HMIS Policies and Procedures, and submit invoices by the 15th of the month for the previous month.
- 8. HUD- Annual Performance Report (APR):** CONTRACTOR receiving U.S. Housing and Urban Development Continuum of Care Grant funding must complete and submit the fiscal worksheet for the Housing and Urban Development Annual Performance Report (HUD-APR) to COUNTY Human Services Division within thirty (30) days following the end of the HUD project year and enter all ServicePoint data as per Lane County HMIS Policies and Procedures.

- 9. HUD Annual Homeless Assessment Report (AHAR):** CONTRACTORS with a project in the Lane County Housing Inventory Count (HIC) must enter all ServicePoint data as per Lane County HMIS Policies and Procedures and inform COUNTY Human Services Division of any change in the inventory within 72 hours.
- 10. Point in Time (PIT) Count:** CONTRACTORS receiving any/all funds under this agreement must participate in the Point in Time Sheltered and Unsheltered Count.
- 11. Community Development Block Grant:** CONTRACTOR receiving Community Development Block Grant (CDBG) funding must enter all ServicePoint data as per Lane County HMIS Policies and Procedures and complete and confirm data in the CDBG Service Report to COUNTY Human Services Division within thirty (30) days following quarters ending on September 30th, December 31st, March 31st and June 30th. CDBG funded agencies are encouraged to expend CDBG funding in the first three quarters of the grant period. Regardless of the number of billing months, agencies are expected to report full year project activity for which CDBG contributes to the support.
- 12. Other Reports:** CONTRACTOR shall provide other reports as requested by COUNTY.

ANNUAL FINANCIAL REPORT SUBMISSION COVERSHEET

Lane County Health & Human Services
Lane County Department of Children & Families

AGENCY NAME: _____

FISCAL YEAR: _____

Audit

- Audit
- Communication of Internal Control Matters
OR
- Statement that such a communication was not issued
- Communication with Those Charged with Governance
OR
- Statement that such a communication was not issued
- Proof of submission of Single Audit to Federal Audit Clearinghouse
OR
- Certification that a Single Audit is not required
- Management Advisory Letter & Board Response to Management Letter
OR
- Certification that a Management Advisory Letter was not provided
- Revenue recognized from Lane County awards \$ _____

Review Statement

- Review Statement
- Certification that a Single Audit is not required
- Revenue recognized from Lane County awards \$ _____

Compilation Statement

- Compilation Statement – including
 - Identification of Lane County funding in the financial statements (where is it presented and how much has been recognized)
 - Provide the following ratios: current, debt to net assets, A/R turnover, days expenditures in unrestricted net assets
 - Identification of any adjustments the accounting records made as part the compilation statement
- Certification that a Single Audit is not required
- Revenue recognized from Lane County awards \$ _____

Definitions

Management Advisory Letter (advice): The auditor often observes less significant internal control-related matters, as well as opportunities for the client to improve or strengthen operational and administrative controls. Although the auditor is not required to communicate such matters to the client, he or she may decide to do so to better serve the client. As a matter of good practice, most auditors will issue a letter of recommendations to management. Usually, such a letter is separate from, and not combined with, the letter communicating significant deficiencies or material weaknesses, even though combining these matters is not specifically precluded. Communication of other such matters related to internal control may be made either orally or in writing.

Communication of Internal Control Matters: This document requires the auditor to communicate in writing no later than 60 days following the report release date to management and those charged with governance significant deficiencies and material weaknesses in internal control.

Significant Deficiency: A deficiency, or a combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Material Weakness: A deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

The Auditor's Communication with Those Charged with Governance (AU-C Section 260):

Recognizing the importance of effective two-way communication in an audit of financial statements, this section provides an overarching framework for the auditor's communication with those charged with governance and identifies some specific matters to be communicated. The auditor should communicate with those charged with governance the following: (a) an overview of the planned scope and timing of the audit; (b) the auditor's views about qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures; (c) significant difficulties, if any, encountered during the audit; (d) disagreements with management, if any; (e) other findings or issues, if any, arising from the audit that are, in the auditor's professional judgment, significant and relevant to those charged with governance regarding their responsibility to oversee the financial reporting process; (f) uncorrected misstatements accumulated by the auditor and the effect that they, individually or in the aggregate, may have on the opinion in the auditor's report; (g) material, corrected misstatements that were brought to the attention of management as a result of audit procedures; (h) the auditor's views about significant matters that were the subject of management's consultations with other accountants on accounting or auditing matters when the auditor is aware that such consultation has occurred; and, (i) written representations the auditor is requesting.

**Certification That Agency Is
Not Required to Submit A Single Audit**

(to be submitted by any agency not submitting a Single Audit)

I hereby certify that _____(name of agency) did not receive over \$500,000 in federal funds during FY_____ and therefore is not required to receive a Single Audit.

Signature

Date

Name of Agency Official

Certification That Agency Did Not Receive A Communication of Internal Control Matters as A Part of Their Audit

(to be submitted by any agency not submitting a Communication of Internal Control Matters)

I hereby certify that _____(name of agency) did not receive a Communication of Internal Control Matters as a part of the FY_____ audit.

Signature

Date

Name of Agency Official

**Certification That Agency Did Not Receive
A Management Advisory Letter as Part of Their Audit**

(to be submitted by any agency not submitting Management Advisory Letter and Board Response)

I hereby certify that _____(name of agency) did not receive a management advisory letter as a part of the FY_____ audit.

Signature

Date

Name of Agency Official

**Certification That Agency Did Not Receive
A Communication with Those Charged with Governance Letter
As Part of Their Audit**

(to be submitted by any agency not submitting a Communication with Those Charged with Governance Letter and Board Response)

I hereby certify that _____(name of agency) did not receive a Communication with Those Charged with Governance letter as a part of the FY_____ audit.

Signature

Date

Name of Agency Official

Exhibit F

Lane County Standard Provisions

STANDARD COUNTY CONTRACT CONDITIONS

1. CONTRACTOR'S STATUS

- 1.1 Independent Contractor.** The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent contractor that is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or the provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractor, if any.
- 1.2 Contractor Not Employee.** Contractor is not currently employed by County and will not be under County's direct control, and will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this Contract.

2. INSURANCE AND INDEMNIFICATION

- 2.1 Contractor's Required Insurance.** Contractor must provide and maintain all insurance called for in Exhibit H - "Insurance Coverages Required" and must notify Lane County of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
- 2.2 Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
- 2.3 Workers' Compensation.** Contractor, its subcontractors, and all employers working under this Contract are subject employers under Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
- 2.4 No Limitation.** Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.
- 2.5 Contractor's Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract. The provisions of the foregoing notwithstanding, Contractor will not be required to indemnify County for any liability arising solely out of wrongful acts of County's own officers, agents, or employees.
- 2.5.1** If the Work of this Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, this indemnification shall extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party.

3. CONTRACTOR'S OBLIGATIONS

- 3.1** Except as provided in the bidding or procurement documents, Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services required by this Contract.
- 3.2** Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.
- 3.3** Contractor agrees that County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- 3.4** Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the Contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the Contract.
- 3.5** Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.
- 3.6** Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract

for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.

3.7 Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's Procurement and Purchasing webpage at: www.lanecountyor.gov/bids.

3.8 Contractor must report to Lane County, either verbally or in writing, if they have reason to believe that a principal, employee, agent, subcontractor, vendor, program applicant and/or program participant may have committed fraud, misrepresentation, falsifying data system input; made a false claim or committed a prohibited act under the Oregon False Claims Act; has committed an ethical violation; has committed criminal or civil violation of laws pertaining to bribery, gratuity, conflict of interest; or has committed other acts of misrepresentation or conspiracy to engage in misrepresentation in connection with this Contract or any moneys paid under this Contract.

Such reporting may be made through one of the following mechanisms:

- **Lane County Fraud, Waste, and Abuse Toll-Free Telephone Hotline**
 - English Speaking 844-290-0008
 - Spanish Speaking 800-216-1288
- **Lane County Fraud, Waste, and Abuse Website**
 - www.lighthouse-services.com/lanecounty
- **Lane County Fraud, Waste, and Abuse Email**
 - reports@lighthouse-services.com
- **Lisa Nichols, Quality & Compliance Manager**
 - Lisa.Nichols@lanecountyor.gov

Contractor will make available the above listed reporting information to all employees, agents, and subcontractors in connection with this Contract. Reporting will not result in retaliation or retribution. The information reported may be the basis of an internal and/or external investigation and will be protected to the extent possible by law. Contractor has the option of remaining anonymous though, by doing so, Lane County's ability to conduct an investigation may be limited.

4. CONTRACTOR'S OBLIGATIONS REQUIRED BY LAW

4.1 Contractor must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.

4.2 Contractor must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.

4.3 Contractor must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.

4.4 If Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms provided by that Department the total contract price, terms of payment, length of contract and such other information as the Department may require before the County will make final payment on the contract, in accordance with ORS 279A.120.

4.5 Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.

4.6 Contractor acknowledges that, pursuant to ORS 210.190, no payment may be made by County on account of this Contract if Contractor is indebted to Lane County in any manner, except for taxes not delinquent. Contractor expressly grants County the right to deduct from any payments due on this Contract the amount necessary to satisfy such indebtedness until any such debt has been satisfied.

4.7 Equal Employment Opportunity. During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: www.dol.gov/olms/regs/compliance/EO13496.htm), and will include the terms of these requirements in all subcontracts entered into under this Contract.

4.8 Americans with Disabilities Act Compliance. During the performance of this Contract, Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

4.9 Compliance with Law. In connection with its activities under this Agreement, Contractor must comply with all applicable federal, state, and local laws.

5. MODIFICATION AND TERMINATION

5.1 Modification. No modification or amendment to this Contract will bind either party unless in writing and signed by both parties. In lieu of termination pursuant to subsection 5.2.4 below, County may propose modifications to the Contract sufficient to allow County to perform its obligations.

5.2 Termination:

5.2.1 County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract for the period within the current budget. However, Contractor understands and agrees that: (1) if County fails to appropriate funds for any successive budget year, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated, and (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract, County may terminate this Contract immediately upon notice to Contractor.

5.2.2 Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date.

5.3 Remedies and Default. County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or applicable law.

5.4 Force Majeure. Neither County nor Contractor will be held responsible for delay or default due to Force Majeure acts, events or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if the supplies or services were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that a delay or default caused by Force Majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

6. DISPUTES

6.1 Dispute Resolution. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.

6.2 Attorney Fees, Law, and Forum. In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. All matters in dispute between the parties to this contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.

7. MISCELLANEOUS PROVISIONS

7.1 Compliance with Public Records Law. The parties acknowledge that this Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agrees that County shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.

7.2 Merger. This Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings.

7.3 Waiver. Failure of County to enforce any provision of this Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

7.4 Severability. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

7.5 Survival. The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.

7.6 Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Contract.

7.7 Non-Assignment. Contractor may not assign or transfer its interest in this Contract without prior written approval of County.

- 7.8 Binding on Successors and Assigns.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.
- 7.9 No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.
- 7.10 Headings.** The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

Exhibit G

Federal Requirements

Ofc. of Asst. Secy., Comm. Planning, Develop., HUD

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(iv) Reprogramming ESG funds that have not yet been expended from affected activities to other eligible activities;

(v) Suspending disbursement of ESG funds for some or all activities;

(vi) Reducing or terminating the remaining grant of a subrecipient and reallocating those funds to other subrecipients; and

(vii) Making matching contributions before or as draws are made from the recipient's ESG grant.

(2) HUD may change the method of payment to a reimbursement basis.

(3) HUD may suspend payments to the extent HUD deems it necessary to preclude the further expenditure of funds for affected activities.

(4) HUD may remove the recipient from participation in reallocations of funds under subpart D of this part.

(5) HUD may deny matching credit for all or part of the cost of the affected activities and require the recipient to make further matching contributions to make up for the contribution determined to be ineligible.

(6) HUD may require the recipient to reimburse its line of credit in an amount equal to the funds used for the affected activities.

(7) HUD may reduce or terminate the remaining grant of a recipient and reallocate those funds to other recipients in accordance with subpart D of this part.

(8) HUD may condition a future grant.

(9) HUD may take other remedies that are legally available.

(c) *Recipient sanctions.* If the recipient determines that a subrecipient is not complying with an ESG program requirement or its subgrant agreement, the recipient must take appropriate actions, as prescribed for HUD in paragraphs (a) and (b) of this section. If the recipient is a State and funds become available as a result of an action under this section, the recipient must reallocate those funds to other subrecipients as soon as practicable. If the recipient is a unit of general purpose local government of territory, it must either reallocate those funds to other subrecipients or reprogram the funds for other activities to be carried out by the recipient as soon as practicable. The re-

ipient must amend its Consolidated Plan in accordance with its citizenship participation plan if funds become available and are reallocated or reprogrammed under this section. The reallocated or reprogrammed funds must be used by the expenditure deadline in §576.203.

PART 578—CONTINUUM OF CARE PROGRAM

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AUTHORITY: 42 U.S.C. 11371 *et seq.*, 42 U.S.C. 3535(d).

SOURCE: 77 FR 45442, July 31, 2012, unless otherwise noted.

Subpart A—General Provisions

§ 578.1 Purpose and scope.

(a) The Continuum of Care program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381–11389).

(b) The program is designed to:

- (1) Promote communitywide commitment to the goal of ending homelessness;
- (2) Provide funding for efforts by non-profit providers, States, and local governments to quickly rehouse homeless individuals (including unaccompanied youth) and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness;

(3) Promote access to and effective utilization of mainstream programs by homeless individuals and families; and

(4) Optimize self-sufficiency among individuals and families experiencing homelessness.

§ 578.3 Definitions.

As used in this part:

Act means the McKinney-Vento Homeless Assistance Act as amended (42 U.S.C. 11371 *et seq.*).

Annual renewal amount means the amount that a grant can be awarded on an annual basis when renewed. It includes funds only for those eligible activities (operating, supportive services, leasing, rental assistance, HMIS, and administration) that were funded in the original grant (or the original grant as amended), less the unrenewable activities (acquisition, new construction, rehabilitation, and any administrative costs related to these activities).

Applicant means an eligible applicant that has been designated by the Continuum of Care to apply for assistance under this part on behalf of that Continuum.

At risk of homelessness. (1) An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition in this section; and

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid

by charitable organizations or by federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

(2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Centralized or coordinated assessment system means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

Chronically homeless. (1) An individual who:

(i) Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

(ii) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; and

(iii) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;

(2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Collaborative applicant means the eligible applicant that has been designated by the Continuum of Care to apply for a grant for Continuum of Care planning funds under this part on behalf of the Continuum.

Consolidated plan means the HUD-approved plan developed in accordance with 24 CFR 91.

Continuum of Care and Continuum means the group organized to carry out the responsibilities required under this part and that is composed of representatives of organizations, including non-profit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school

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districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

Developmental disability means, as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002):

(1) A severe, chronic disability of an individual that—

(i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;

(ii) Is manifested before the individual attains age 22;

(iii) Is likely to continue indefinitely;

(iv) Results in substantial functional limitations in three or more of the following areas of major life activity:

(A) Self-care;

(B) Receptive and expressive language;

(C) Learning;

(D) Mobility;

(E) Self-direction;

(F) Capacity for independent living;

(G) Economic self-sufficiency.

(v) Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

(2) An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting three or more of the criteria described in paragraphs (1)(i) through (v) of the definition of "developmental disability" in this section if the individual, without services and supports, has a high probability of meeting these criteria later in life.

Eligible applicant means a private nonprofit organization, State, local government, or instrumentality of State and local government.

Emergency shelter is defined in 24 CFR part 576.

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Emergency Solutions Grants (ESG) means the grants provided under 24 CFR part 576.

Fair Market Rent (FMR) means the Fair Market Rents published in the FEDERAL REGISTER annually by HUD.

High-performing community (HPC) means a Continuum of Care that meets the standards in subpart E of this part and has been designated as a high-performing community by HUD.

Homeless means:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

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

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637

of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, *e.g.*, family, friends, and faith-based or other social networks, to obtain other permanent housing.

Homeless Management Information System (HMIS) means the information system designated by the Continuum of

Care to comply with the HMIS requirements prescribed by HUD.

HMIS Lead means the entity designated by the Continuum of Care in accordance with this part to operate the Continuum's HMIS on its behalf.

Permanent housing means community-based housing without a designated length of stay, and includes both permanent supportive housing and rapid rehousing. To be permanent housing, the program participant must be the tenant on a lease for a term of at least one year, which is renewable for terms that are a minimum of one month long, and is terminable only for cause.

Permanent supportive housing means permanent housing in which supportive services are provided to assist homeless persons with a disability to live independently.

Point-in-time count means a count of sheltered and unsheltered homeless persons carried out on one night in the last 10 calendar days of January or at such other time as required by HUD.

Private nonprofit organization means an organization:

(1) No part of the net earnings of which inure to the benefit of any member, founder, contributor, or individual;

(2) That has a voluntary board;

(3) That has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has designated a fiscal agent that will maintain a functioning accounting system for the organization in accordance with generally accepted accounting principles; and

(4) That practices nondiscrimination in the provision of assistance.

A private nonprofit organization does not include governmental organizations, such as public housing agencies.

Program participant means an individual (including an unaccompanied youth) or family who is assisted with Continuum of Care program funds.

Project means a group of eligible activities, such as HMIS costs, identified as a project in an application to HUD for Continuum of Care funds and includes a structure (or structures) that is (are) acquired, rehabilitated, constructed, or leased with assistance provided under this part or with respect to which HUD provides rental assistance

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or annual payments for operating costs, or supportive services under this subtitle.

Recipient means an applicant that signs a grant agreement with HUD.

Safe haven means, for the purpose of defining chronically homeless, supportive housing that meets the following:

- (1) Serves hard to reach homeless persons with severe mental illness who came from the streets and have been unwilling or unable to participate in supportive services;
- (2) Provides 24-hour residence for eligible persons for an unspecified period;
- (3) Has an overnight capacity limited to 25 or fewer persons; and
- (4) Provides low-demand services and referrals for the residents.

State means each of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, Guam, the Commonwealth of the Northern Marianas, and the Virgin Islands.

Subrecipient means a private nonprofit organization, State, local government, or instrumentality of State or local government that receives a subgrant from the recipient to carry out a project.

Transitional housing means housing, where all program participants have signed a lease or occupancy agreement, the purpose of which is to facilitate the movement of homeless individuals and families into permanent housing within 24 months or such longer period as HUD determines necessary. The program participant must have a lease or occupancy agreement for a term of at least one month that ends in 24 months and cannot be extended.

Unified Funding Agency (UFA) means an eligible applicant selected by the Continuum of Care to apply for a grant for the entire Continuum, which has the capacity to carry out the duties in § 578.11(b), which is approved by HUD and to which HUD awards a grant.

Victim service provider means a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic vio-

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lence transitional housing programs, and other programs.

Subpart B—Establishing and Operating a Continuum of Care

§ 578.5 Establishing the Continuum of Care.

(a) *The Continuum of Care.* Representatives from relevant organizations within a geographic area shall establish a Continuum of Care for the geographic area to carry out the duties of this part. Relevant organizations include nonprofit homeless assistance providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve veterans and homeless and formerly homeless individuals.

(b) *The board.* The Continuum of Care must establish a board to act on behalf of the Continuum using the process established as a requirement by § 578.7(a)(3) and must comply with the conflict-of-interest requirements at § 578.95(b). The board must:

- (1) Be representative of the relevant organizations and of projects serving homeless subpopulations; and
- (2) Include at least one homeless or formerly homeless individual.

(c) *Transition.* Continuums of Care shall have 2 years after August 30, 2012 to comply with the requirements of paragraph (b) of this section.

§ 578.7 Responsibilities of the Continuum of Care.

(a) *Operate the Continuum of Care.* The Continuum of Care must:

- (1) Hold meetings of the full membership, with published agendas, at least semi-annually;
- (2) Make an invitation for new members to join publicly available within the geographic area at least annually;
- (3) Adopt and follow a written process to select a board to act on behalf of the Continuum of Care. The process must be reviewed, updated, and approved by the Continuum at least once every 5 years;

(4) Appoint additional committees, subcommittees, or workgroups;

(5) In consultation with the collaborative applicant and the HMIS Lead, develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with subpart B of this part and with HMIS requirements as prescribed by HUD; and a code of conduct and recusal process for the board, its chair(s), and any person acting on behalf of the board;

(6) Consult with recipients and subrecipients to establish performance targets appropriate for population and program type, monitor recipient and subrecipient performance, evaluate outcomes, and take action against poor performers;

(7) Evaluate outcomes of projects funded under the Emergency Solutions Grants program and the Continuum of Care program, and report to HUD;

(8) In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and operate either a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. The Continuum must develop a specific policy to guide the operation of the centralized or coordinated assessment system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim service providers. This system must comply with any requirements established by HUD by Notice.

(9) In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and consistently follow written standards for providing Continuum of Care assistance. At a minimum, these written standards must include:

(i) Policies and procedures for evaluating individuals' and families' eligibility for assistance under this part;

(ii) Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance;

(iii) Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance;

(iv) Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance;

(v) Policies and procedures for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance; and

(vi) Where the Continuum is designated a high-performing community, as described in subpart G of this part, policies and procedures set forth in 24 CFR 576.400(e)(3)(vi), (e)(3)(vii), (e)(3)(viii), and (e)(3)(ix).

(b) *Designating and operating an HMIS.* The Continuum of Care must:

(1) Designate a single Homeless Management Information System (HMIS) for the geographic area;

(2) Designate an eligible applicant to manage the Continuum's HMIS, which will be known as the HMIS Lead;

(3) Review, revise, and approve a privacy plan, security plan, and data quality plan for the HMIS.

(4) Ensure consistent participation of recipients and subrecipients in the HMIS; and

(5) Ensure the HMIS is administered in compliance with requirements prescribed by HUD.

(c) *Continuum of Care planning.* The Continuum must develop a plan that includes:

(1) Coordinating the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families. At a minimum, such system encompasses the following:

(i) Outreach, engagement, and assessment;

(ii) Shelter, housing, and supportive services;

(iii) Prevention strategies.

(2) Planning for and conducting, at least biennially, a point-in-time count of homeless persons within the geographic area that meets the following requirements:

(i) Homeless persons who are living in a place not designed or ordinarily

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used as a regular sleeping accommodation for humans must be counted as unsheltered homeless persons.

(ii) Persons living in emergency shelters and transitional housing projects must be counted as sheltered homeless persons.

(iii) Other requirements established by HUD by Notice.

(3) Conducting an annual gaps analysis of the homeless needs and services available within the geographic area;

(4) Providing information required to complete the Consolidated Plan(s) within the Continuum's geographic area;

(5) Consulting with State and local government Emergency Solutions Grants program recipients within the Continuum's geographic area on the plan for allocating Emergency Solutions Grants program funds and reporting on and evaluating the performance of Emergency Solutions Grants program recipients and subrecipients.

§ 578.9 Preparing an application for funds.

(a) The Continuum must:

(1) Design, operate, and follow a collaborative process for the development of applications and approve the submission of applications in response to a NOFA published by HUD under § 578.19 of this subpart;

(2) Establish priorities for funding projects in the geographic area;

(3) Determine if one application for funding will be submitted for all projects within the geographic area or if more than one application will be submitted for the projects within the geographic area;

(i) If more than one application will be submitted, designate an eligible applicant to be the collaborative applicant that will collect and combine the required application information from all applicants and for all projects within the geographic area that the Continuum has selected funding. The collaborative applicant will also apply for Continuum of Care planning activities. If the Continuum is an eligible applicant, it may designate itself;

(ii) If only one application will be submitted, that applicant will be the collaborative applicant and will collect and combine the required application

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information from all projects within the geographic area that the Continuum has selected for funding and apply for Continuum of Care planning activities;

(b) The Continuum retains all of its responsibilities, even if it designates one or more eligible applicants other than itself to apply for funds on behalf of the Continuum. This includes approving the Continuum of Care application.

§ 578.11 Unified Funding Agency.

(a) *Becoming a Unified Funding Agency.* To become designated as the Unified Funding Agency (UFA) for a Continuum, a collaborative applicant must be selected by the Continuum to apply to HUD to be designated as the UFA for the Continuum.

(b) *Criteria for designating a UFA.* HUD will consider these criteria when deciding whether to designate a collaborative applicant a UFA:

(1) The Continuum of Care it represents meets the requirements in § 578.7;

(2) The collaborative applicant has financial management systems that meet the standards set forth in 24 CFR 84.21 (for nonprofit organizations) and 24 CFR 85.20 (for States);

(3) The collaborative applicant demonstrates the ability to monitor subrecipients; and

(4) Such other criteria as HUD may establish by NOFA.

(c) *Requirements.* HUD-designated UFAs shall:

(1) Apply to HUD for funding for all of the projects within the geographic area and enter into a grant agreement with HUD for the entire geographic area.

(2) Enter into legally binding agreements with subrecipients, and receive and distribute funds to subrecipients for all projects within the geographic area.

(3) Require subrecipients to establish fiscal control and accounting procedures as necessary to assure the proper disbursement of and accounting for federal funds in accordance with the requirements of 24 CFR parts 84 and 85 and corresponding OMB circulars.

(4) Obtain approval of any proposed grant agreement amendments by the

Continuum of Care before submitting a request for an amendment to HUD.

§ 578.13 Remedial action.

(a) If HUD finds that the Continuum of Care for a geographic area does not meet the requirements of the Act or its implementing regulations, or that there is no Continuum for a geographic area, HUD may take remedial action to ensure fair distribution of grant funds within the geographic area. Such measures may include:

- (1) Designating a replacement Continuum of Care for the geographic area;
- (2) Designating a replacement collaborative applicant for the Continuum's geographic area; and
- (3) Accepting applications from other eligible applicants within the Continuum's geographic area.

(b) HUD must provide a 30-day prior written notice to the Continuum and its collaborative applicant and give them an opportunity to respond.

Subpart C—Application and Grant Award Process

§ 578.15 Eligible applicants.

(a) *Who may apply.* Nonprofit organizations, States, local governments, and instrumentalities of State or local governments are eligible to apply for grants.

(b) *Designation by the Continuum of Care.* Eligible applicant(s) must have been designated by the Continuum of Care to submit an application for grant funds under this part. The designation must state whether the Continuum is designating more than one applicant to apply for funds and, if it is, which applicant is being designated as the collaborative applicant. If the Continuum is designating only one applicant to apply for funds, the Continuum must designate that applicant to be the collaborative applicant.

(c) *Exclusion.* For-profit entities are not eligible to apply for grants or to be subrecipients of grant funds.

§ 578.17 Overview of application and grant award process.

(a) *Formula.* (1) After enactment of the annual appropriations act for each fiscal year, and issuance of the NOFA, HUD will publish, on its Web site, the

Preliminary Pro Rata Need (PPRN) assigned to metropolitan cities, urban counties, and all other counties.

(2) HUD will apply the formula used to determine PPRN established in paragraph (a)(3) of this section, to the amount of funds being made available under the NOFA. That amount is calculated by:

(i) Determining the total amount for the Continuum of Care competition in accordance with section 413 of the Act or as otherwise directed by the annual appropriations act;

(ii) From the amount in paragraph (a)(2)(i) of this section, deducting the amount published in the NOFA as being set aside to provide a bonus to geographic areas for activities that have proven to be effective in reducing homelessness generally or for specific subpopulations listed in the NOFA or achieving homeless prevention and independent living goals established in the NOFA and to meet policy priorities set in the NOFA; and

(iii) Deducting the amount of funding necessary for Continuum of Care planning activities and UFA costs.

(3) PPRN is calculated on the amount determined under paragraph (a)(2) of this section by using the following formula:

(i) Two percent will be allocated among the four insular areas (American Samoa, Guam, the Commonwealth of the Northern Marianas, and the Virgin Islands) on the basis of the ratio of the population of each insular area to the population of all insular areas.

(ii) Seventy-five percent of the remaining amount will be allocated, using the Community Development Block Grant (CDBG) formula, to metropolitan cities and urban counties that have been funded under either the Emergency Shelter Grants or Emergency Solutions Grants programs in any one year since 2004.

(iii) The amount remaining after the allocation under paragraphs (a)(1) and (2) of this section will be allocated, using the CDBG formula, to metropolitan cities and urban counties that have not been funded under the Emergency Solutions Grants program in any year since 2004 and all other counties in the United States and Puerto Rico.

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(4) If the calculation in paragraph (a)(2) of this section results in an amount less than the amount required to renew all projects eligible for renewal in that year for at least one year, after making adjustments proportional to increases in fair market rents for the geographic area for leasing, operating, and rental assistance for permanent housing, HUD will reduce, proportionately, the total amount required to renew all projects eligible for renewal in that year for at least one year, for each Continuum of Care. HUD will publish, via the NOFA, the total dollar amount that every Continuum will be required to deduct from renewal projects Continuum-wide.

(b) *Calculating a Continuum of Care's maximum award amount.* (1) *Establish the PPRN amount.* First, HUD will total the PPRN amounts for each metropolitan city, urban county, other county, and insular area claimed by the Continuum as part of its geographic area, excluding any counties applying for or receiving funding from the Rural Housing Stability Assistance program under 24 CFR part 579.

(2) *Establishing renewal demand.* Next, HUD will determine the renewal demand within the Continuum's geographic area. Renewal demand is the sum of the annual renewal amounts of all projects within the Continuum eligible to apply for renewal in that fiscal year's competition, before any adjustments to rental assistance, leasing, and operating line items based on FMR changes.

(3) *Establishing FPRN.* The higher of PPRN or renewal demand for the Continuum of Care is the FPRN, which is the base for the maximum award amount for the Continuum.

(4) *Establishing the maximum award amount.* The maximum award amount for the Continuum is the FPRN amount plus any additional eligible amounts for Continuum planning; UFA costs; adjustments to leasing, operating and rental assistance line items based on changes to FMR; and available bonuses.

§ 578.19 Application process.

(a) *Notice of Funding Availability.* After enactment of the annual appropriations act for the fiscal year, HUD

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will issue a NOFA in accordance with the requirements of 24 CFR part 4.

(b) *Applications.* All applications to HUD, including applications for grant funds and requests for designation as a UFA or HPC, must be submitted at such time and in such manner as HUD may require, and contain such information as HUD determines necessary. At a minimum, an application for grant funds must contain a list of the projects for which it is applying for funds; a description of the projects; a list of the projects that will be carried out by subrecipients and the names of the subrecipients; a description of the subpopulations of homeless or at risk of homelessness to be served by projects; the number of units to be provided and/or the number of persons to be served by each project; a budget request by project; and reasonable assurances that the applicant, or the subrecipient, will own or have control of a site for the proposed project not later than the expiration of the 12-month period beginning upon notification of an award for grant assistance.

§ 578.21 Awarding funds.

(a) *Selection.* HUD will review applications in accordance with the guidelines and procedures provided in the NOFA and will award funds to recipients through a national competition based on selection criteria as defined in section 427 of the Act.

(b) *Announcement of awards.* HUD will announce awards and notify selected applicants of any conditions imposed on awards. Conditions must be satisfied before HUD will execute a grant agreement with the applicant.

(c) *Satisfying conditions.* HUD will withdraw an award if the applicant does not satisfy all conditions imposed on it. Correcting all issues and conditions attached to an award must be completed within the time frame established in the NOFA. Proof of site control, match, environmental review, and the documentation of financial feasibility must be completed within 12 months of the announcement of the award, or 24 months in the case of funds for acquisition, rehabilitation, or new construction. The 12-month deadline may be extended by HUD for up to 12 additional months upon a showing of

compelling reasons for delay due to factors beyond the control of the recipient or subrecipient.

§ 578.23 Executing grant agreements.

(a) *Deadline.* No later than 45 days from the date when all conditions are satisfied, the recipient and HUD must execute the grant agreement.

(b) *Grant agreements.* (1) *Multiple applicants for one Continuum.* If a Continuum designates more than one applicant for the geographic area, HUD will enter into a grant agreement with each designated applicant for which an award is announced.

(2) *One applicant for a Continuum.* If a Continuum designates only one applicant for the geographic area, after awarding funds, HUD may enter into a grant agreement with that applicant for new awards, if any, and one grant agreement for renewals, Continuum of Care planning, and UFA costs, if any. These two grants will cover the entire geographic area. A default by the recipient under one of those grant agreements will also be a default under the other.

(3) *Unified Funding Agencies.* If a Continuum is a UFA that HUD has approved, then HUD will enter into one grant agreement with the UFA for new awards, if any, and one grant agreement for renewals, Continuum of Care planning and UFA costs, if any. These two grants will cover the entire geographic area. A default by the UFA under one of those grant agreements will also be a default under the other.

(c) *Required agreements.* Recipients will be required to sign a grant agreement in which the recipient agrees:

(1) To ensure the operation of the project(s) in accordance with the provisions of the McKinney-Veto Act and all requirements under 24 CFR part 578;

(2) To monitor and report the progress of the project(s) to the Continuum of Care and HUD;

(3) To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;

(4) To require certification from all subrecipients that:

(i) Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;

(ii) The address or location of any family violence project assisted under this part will not be made public, except with written authorization of the person responsible for the operation of such project;

(iii) Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;

(iv) In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;

(v) The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and

(vi) Subrecipients will provide information, such as data and reports, as required by HUD; and

(5) To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the recipient is a UFA;

(6) To monitor subrecipient match and report on match to HUD;

(7) To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;

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(8) To monitor subrecipients at least annually;

(9) To use the centralized or coordinated assessment system established by the Continuum of Care as set forth in § 578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

(10) To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in § 578.7(a)(9);

(11) Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements under 24 CFR part 578; and

(12) To comply with such other terms and conditions as HUD may establish by NOFA.

§ 578.25 Site control.

(a) *In general.* When grant funds will be used for acquisition, rehabilitation, new construction, operating costs, or to provide supportive services, the recipient or subrecipient must demonstrate that it has site control within the time frame established in section § 578.21 before HUD will execute a grant agreement. This requirement does not apply to funds used for housing that will eventually be owned or controlled by the individuals or families served or for supportive services provided at sites not operated by the recipient or subrecipient.

(b) *Evidence.* Acceptable evidence of site control is a deed or lease. If grant funds will be used for acquisition, acceptable evidence of site control will be a purchase agreement. The owner, lessee, and purchaser shown on these documents must be the selected applicant or intended subrecipient identified in the application for assistance.

(c) *Tax credit projects.* (1) Applicants that plan to use the low-income housing tax credit authorized under 26 U.S.C. 42 to finance a project must prove to HUD's satisfaction that the

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applicant or subrecipient identified in the application is in control of the limited partnership or limited liability corporation that has a deed or lease for the project site.

(i) To have control of the limited partnership, the applicant or subrecipient must be the general partner of the limited partnership or have a 51 percent controlling interest in that general partner.

(ii) To have control of the limited liability company, the applicant or subrecipient must be the sole managing member.

(2) If grant funds are to be used for acquisition, rehabilitation, or new construction, the recipient or subrecipient must maintain control of the partnership or corporation and must ensure that the project is operated in compliance with law and regulation for 15 years from the date of initial occupancy or initial service provision. The partnership or corporation must own the project site throughout the 15-year period. If grant funds were not used for acquisition, rehabilitation, or new construction, then the recipient or subrecipient must maintain control for the term of the grant agreement and any renewals thereof.

§ 578.27 Consolidated plan.

(a) *States or units of general local government.* An applicant that is a State or a unit of general local government must have a HUD-approved, complete or abbreviated, consolidated plan in accordance with 24 CFR part 91. The applicant must submit a certification that the application for funding is consistent with the HUD-approved consolidated plan(s) for the jurisdiction(s) in which the proposed project will be located. Funded applicants must certify in a grant agreement that they are following the HUD-approved consolidated plan.

(b) *Other applicants.* Applicants that are not States or units of general local government must submit a certification by the jurisdiction(s) in which the proposed project will be located that the applicant's application for funding is consistent with the jurisdiction's HUD-approved consolidated plan. The certification must be made by the unit of general local government or the

State, in accordance with the consistency certification provisions under 24 CFR part 91, subpart F. If the jurisdiction refuses to provide a certification of consistency, the applicant may appeal to HUD under § 578.35.

(c) *Timing of consolidated plan certification submissions.* The required certification that the application for funding is consistent with the HUD-approved consolidated plan must be submitted by the funding application submission deadline announced in the NOFA.

§ 578.29 Subsidy layering.

HUD may provide assistance under this program only in accordance with HUD subsidy layering requirements in section 102 of the Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) and 24 CFR part 4, subpart A. An applicant must submit information in its application on other sources of governmental assistance that the applicant has received, or reasonably expects to receive, for a proposed project or activities. HUD's review of this information is intended to prevent excessive public assistance for proposed project or activities by combining (layering) assistance under this program with other governmental housing assistance from federal, State, or local agencies, including assistance such as tax concessions or tax credits.

§ 578.31 Environmental review.

(a) Activities under this part are subject to environmental review by HUD under 24 CFR part 50. The recipient or subrecipient shall supply all available, relevant information necessary for HUD to perform, for each property, any environmental review required by 24 CFR part 50. The recipient or subrecipient must carry out mitigating measures required by HUD or select an alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement.

(b) The recipient or subrecipient, its project partners, and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for such eligible activities under this part, until HUD has per-

formed an environmental review under 24 CFR part 50 and the recipient or subrecipient has received HUD approval of the property.

§ 578.33 Renewals.

(a) *In general.* Awards made under this part and title IV of the Act, as in effect before August 30, 2012 (the Supportive Housing Program and the Shelter Plus Care program), may be renewed to continue ongoing leasing, operations, supportive services, rental assistance, HMIS, and administration beyond the initial funding period. To be considered for funding, recipients must submit a request in a form specified by HUD, must meet the requirements of this part, and must submit the request within the time frame established by HUD.

(b) *Length of renewal.* HUD may award up to 3 years of funds for supportive services, leasing, HMIS, and operating costs. Renewals of tenant-based and sponsor-based rental assistance may be for up to one year of rental assistance. Renewals of project-based rental assistance may be for up to 15 years of rental assistance, subject to availability of annual appropriations.

(c) *Assistance available.* (1) Assistance during each year of a renewal period may be for:

(i) Up to 100 percent of the amount for supportive services and HMIS costs in the final year of the prior funding period;

(ii) Up to 100 percent of the amount for leasing and operating in the final year of the prior funding period adjusted in proportion to changes in the FMR for the geographic area; and

(iii) For rental assistance, up to 100 percent of the result of multiplying the number and unit size(s) in the grant agreement by the number of months in the renewal grant term and the applicable FMR.

(d) *Review criteria.* (1) Awards made under title IV of the Act, as in effect before August 30, 2012 are eligible for renewal in the Continuum of Care program even if the awardees would not be eligible for a new grant under the program, so long as they continue to serve the same population and the same number of persons or units in the same type of housing as identified in their

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most recently amended grant agreement signed before August 30, 2012. Grants will be renewed if HUD receives a certification from the Continuum that there is a demonstrated need for the project, and HUD finds that the project complied with program requirements applicable before August 30, 2012. For purposes of meeting the requirements of this part, a project will continue to be administered in accordance with 24 CFR 582.330, if the project received funding under the Shelter Plus Care program, or 24 CFR 583.325, if the project received funding under the Supportive Housing Program.

(2) *Renewal of awards made after August 30, 2012.* Review criteria for competitively awarded renewals made after August 30, 2012 will be described in the NOFA.

(e) *Unsuccessful projects.* HUD may renew a project that was eligible for renewal in the competition and was part of an application that was not funded despite having been submitted on time, in the manner required by HUD, and containing the information required by HUD, upon a finding that the project meets the purposes of the Continuum of Care program. The renewal will not exceed more than one year and will be under such conditions as HUD deems appropriate.

(f) *Annual Performance Report condition.* HUD may terminate the renewal of any grant and require the recipient to repay the renewal grant if:

(1) The recipient fails to timely submit a HUD Annual Performance Report (APR) for the grant year immediately prior to renewal; or

(2) The recipient submits an APR that HUD deems unacceptable or shows noncompliance with the requirements of the grant and this part.

§ 578.35 Appeal.

(a) *In general.* Failure to follow the procedures or meet the deadlines established in this section will result in denial of the appeal.

(b) *Solo applicants.* (1) *Who may appeal.* Nonprofits, States, and local governments, and instrumentalities of State or local governments that attempted to participate in the Continuum of Care planning process in the geographic area in which they operate,

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that believe they were denied the right to participate in a reasonable manner, and that submitted a solo application for funding by the application deadline established in the NOFA, may appeal the decision of the Continuum to HUD.

(2) *Notice of intent to appeal.* The solo applicant must submit a written notice of intent to appeal, with a copy to the Continuum, with their funding application.

(3) *Deadline for submitting proof.* No later than 30 days after the date that HUD announces the awards, the solo applicant shall submit in writing, with a copy to the Continuum, all relevant evidence supporting its claim, in such manner as HUD may require by Notice.

(4) *Response from the Continuum of Care.* The Continuum shall have 30 days from the date of its receipt of the solo applicant's evidence to respond to HUD in writing and in such manner as HUD may require, with a copy to the solo applicant.

(5) *Decision.* HUD will notify the solo applicant and the Continuum of its decision within 60 days of receipt of the Continuum's response.

(6) *Funding.* If HUD finds that the solo applicant was not permitted to participate in the Continuum of Care planning process in a reasonable manner, then HUD may award a grant to the solo applicant when funds next become available and may direct the Continuum of Care to take remedial steps to ensure reasonable participation in the future. HUD may also reduce the award to the Continuum's applicant(s).

(c) *Denied or decreased funding.* (1) *Who may appeal.* Eligible applicants that are denied funds by HUD, or that requested more funds than HUD awarded to them, may appeal the award by filing a written appeal, in such form and manner as HUD may require by Notice, within 45 days of the date of HUD's announcement of the award.

(2) *Decision.* HUD will notify the applicant of its decision on the appeal within 60 days of HUD's receipt of the written appeal. HUD will reverse a decision only when the applicant can show that HUD error caused the denial or decrease.

(3) *Funding.* Awards and increases to awards made upon appeal will be made from next available funds.

(d) *Competing Continuums of Care.* (1) *In general.* If more than one Continuum of Care claims the same geographic area, HUD will award funds to the Continuum applicant(s) whose application(s) has the highest total score. No projects will be funded from the lower scoring Continuum. No projects that are submitted in two or more competing Continuum of Care applications will be funded.

(2) *Who may appeal.* The designated applicant(s) for the lower scoring Continuum may appeal HUD's decision to fund the application(s) from the competing Continuum by filing a written appeal, in such form and manner as HUD may require by Notice, within 45 days of the date of HUD's announcement of the award.

(3) *Decision.* HUD will notify the applicant(s) of its decision on the appeal within 60 days of the date of HUD's receipt of the written appeal. HUD will reverse a decision only upon a showing by the applicant that HUD error caused the denial.

(e) *Consolidated plan certification.* (1) *In general.* An applicant may appeal to HUD a jurisdiction's refusal to provide a certification of consistency with the Consolidated Plan.

(2) *Procedure.* The applicant must submit a written appeal with its application to HUD and send a copy of the appeal to the jurisdiction that denied the certification of consistency. The appeal must include, at a minimum:

(i) A copy of the applicant's request to the jurisdiction for the certification of consistency with the Consolidated Plan;

(ii) A copy of the jurisdiction's response stating the reasons for denial, including the reasons the proposed project is not consistent with the jurisdiction's Consolidated Plan in accordance with 24 CFR 91.500(c); and

(iii) A statement of the reasons why the applicant believes its project is consistent with the jurisdiction's Consolidated Plan.

(3) *Jurisdiction response.* The jurisdiction that refused to provide the certification of consistency with the jurisdiction's Consolidated Plan shall have 10

days after receipt of a copy of the appeal to submit a written explanation of the reasons originally given for refusing to provide the certification and a written rebuttal to any claims made by the applicant in the appeal.

(4) *HUD review.* (i) HUD will issue its decision within 45 days of the date of HUD's receipt of the jurisdiction's response. As part of its review, HUD will consider:

(A) Whether the applicant submitted the request to the appropriate political jurisdiction; and

(B) The reasonableness of the jurisdiction's refusal to provide the certificate.

(ii) If the jurisdiction did not provide written reasons for refusal, including the reasons why the project is not consistent with the jurisdiction's Consolidated Plan in its initial response to the applicant's request for a certification, HUD will find for the applicant without further inquiry or response from the political jurisdiction.

Subpart D—Program Components and Eligible Costs

§ 578.37 Program components and uses of assistance.

(a) Continuum of Care funds may be used to pay for the eligible costs listed in § 578.39 through § 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homelessness prevention. Although grant funds may be used by recipients and subrecipients in all components for the eligible costs of contributing data to the HMIS designated by the Continuum of Care, only HMIS Leads may use grant funds for an HMIS component. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in § 578.87(c). The eligible program components are:

(1) *Permanent housing (PH).* Permanent housing is community-based housing, the purpose of which is to provide housing without a designated length of

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stay. Grant funds may be used for acquisition, rehabilitation, new construction, leasing, rental assistance, operating costs, and supportive services. PH includes:

(i) *Permanent supportive housing for persons with disabilities (PSH)*. PSH can only provide assistance to individuals with disabilities and families in which one adult or child has a disability. Supportive services designed to meet the needs of the program participants must be made available to the program participants.

(ii) *Rapid rehousing*. Continuum of Care funds may provide supportive services, as set forth in § 578.53, and/or short-term (up to 3 months) and/or medium-term (for 3 to 24 months) tenant-based rental assistance, as set forth in § 578.51(c), as necessary to help a homeless individual or family, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. When providing short-term and/or medium-term rental assistance to program participants, the rental assistance is subject to § 578.51(a)(1), but not § 578.51(a)(1)(i) and (ii); (a)(2); (c) and (f) through (i); and (1)(1). These projects:

(A) Must follow the written policies and procedures established by the Continuum of Care for determining and prioritizing which eligible families and individuals will receive rapid rehousing assistance, as well as the amount or percentage of rent that each program participant must pay.

(B) May set a maximum amount or percentage of rental assistance that a program participant may receive, a maximum number of months that a program participant may receive rental assistance, and/or a maximum number of times that a program participant may receive rental assistance. The recipient or subrecipient may also require program participants to share in the costs of rent. For the purposes of calculating rent for rapid rehousing, the rent shall equal the sum of the total monthly rent for the unit and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

(C) Limit rental assistance to no more than 24 months to a household.

(D) May provide supportive services for no longer than 6 months after rental assistance stops.

(E) Must re-evaluate, not less than once annually, that the program participant lacks sufficient resources and support networks necessary to retain housing without Continuum of Care assistance and the types and amounts of assistance that the program participant needs to retain housing. The recipient or subrecipient may require each program participant receiving assistance to notify the recipient or subrecipient of changes in the program participant's income or other circumstances (*e.g.*, changes in household composition) that affect the program participant's need for assistance. When notified of a relevant change, the recipient or subrecipient must reevaluate the program participant's eligibility and the amount and types of assistance that the program participant needs.

(F) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability. The project is exempt from this requirement if the Violence Against Women Act of 1994 (42 U.S.C. 13925 *et seq.*) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 *et seq.*) prohibits the recipient carrying out the project from making its housing conditional on the participant's acceptance of services.

(2) *Transitional Housing (TH)*. Transitional housing facilitates the movement of homeless individuals and families to PH within 24 months of entering TH. Grant funds may be used for acquisition, rehabilitation, new construction, leasing, rental assistance, operating costs, and supportive services.

(3) *Supportive Service Only (SSO)*. Funds may be used for acquisition, rehabilitation, relocation costs, or leasing of a facility from which supportive services will be provided, and supportive services in order to provide supportive services to unsheltered and sheltered homeless persons for whom the recipient or subrecipient is not providing housing or housing assistance. SSO includes street outreach.

(4) *HMIS*. Funds may be used by HMIS Leads to lease a structure in which the HMIS is operated or as operating funds to operate a structure in which the HMIS is operated, and for other costs eligible in § 578.57.

(5) *Homelessness prevention*. Funds may be used by recipients in Continuums of Care-designated high-performing communities for housing relocation and stabilization services, and short- and/or medium-term rental assistance, as described in 24 CFR 576.105 and 24 CFR 576.106, that are necessary to prevent an individual or family from becoming homeless.

(b) *Uses of assistance*. Funds are available to pay for the eligible costs listed in § 578.39 through § 578.63 when used to:

(1) Establish new housing or new facilities to provide supportive services;

(2) Expand existing housing and facilities in order to increase the number of homeless persons served;

(3) Bring existing housing and facilities into compliance with State and local government health and safety standards, as described in § 578.87;

(4) Preserve existing permanent housing and facilities that provide supportive services;

(5) Provide supportive services for residents of supportive housing or for homeless persons not residing in supportive housing;

(6) Continue funding permanent housing when the recipient has received funding under this part for leasing, supportive services, operating costs, or rental assistance;

(7) Establish and operate an HMIS or comparable database; and

(8) Establish and carry out a Continuum of Care planning process and operate a Continuum of Care.

(c) *Multiple purposes*. Structures used to provide housing, supportive housing, supportive services, or as a facility for HMIS activities may also be used for other purposes. However, assistance under this part will be available only in proportion to the use of the structure for supportive housing or supportive services. If eligible and ineligible activities are carried out in separate portions of the same structure or in separate structures, grant funds may not be used to pay for more than the actual cost of acquisition, con-

struction, or rehabilitation of the portion of the structure or structures used for eligible activities. If eligible and ineligible activities are carried out in the same structure, the costs will be prorated based on the amount of time that the space is used for eligible versus ineligible activities.

§ 578.39 Continuum of Care planning activities.

(a) *In general*. Collaborative applicants may use up to 3 percent of their FPRN, or a maximum amount to be established by the NOFA, for costs of:

(1) Designing and carrying out a collaborative process for the development of an application to HUD;

(2) Evaluating the outcomes of projects for which funds are awarded in the geographic area under the Continuum of Care and the Emergency Solutions Grants programs; and

(3) Participating in the consolidated plan(s) for the geographic area(s).

(b) *Continuum of Care planning activities*. Eligible planning costs include the costs of:

(1) Developing a communitywide or regionwide process involving the coordination of nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve veterans, and homeless and formerly homeless individuals;

(2) Determining the geographic area that the Continuum of Care will serve;

(3) Developing a Continuum of Care system;

(4) Evaluating the outcomes of projects for which funds are awarded in the geographic area, including the Emergency Solutions Grants program;

(5) Participating in the consolidated plan(s) of the jurisdiction(s) in the geographic area; and

(6) Preparing and submitting an application to HUD on behalf of the entire Continuum of Care membership, including conducting a sheltered and unsheltered point-in-time count and other data collection as required by HUD.

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(c) *Monitoring costs.* The costs of monitoring recipients and subrecipients and enforcing compliance with program requirements are eligible.

§ 578.41 Unified Funding Agency costs.

(a) *In general.* UFAs may use up to 3 percent of their FPRN, or a maximum amount to be established by the NOFA, whichever is less, for fiscal control and accounting costs necessary to assure the proper disbursement of, and accounting for, federal funds awarded to subrecipients under the Continuum of Care program.

(b) *UFA costs.* UFA costs include costs of ensuring that all financial transactions carried out under the Continuum of Care program are conducted and records are maintained in accordance with generally accepted accounting principles, including arranging for an annual survey, audit, or evaluation of the financial records of each project carried out by a subrecipient funded by a grant received through the Continuum of Care program.

(c) *Monitoring costs.* The costs of monitoring subrecipients and enforcing compliance with program requirements are eligible for costs.

§ 578.43 Acquisition.

Grant funds may be used to pay up to 100 percent of the cost of acquisition of real property selected by the recipient or subrecipient for use in the provision of housing or supportive services for homeless persons.

§ 578.45 Rehabilitation.

(a) *Use.* Grant funds may be used to pay up to 100 percent of the cost of rehabilitation of structures to provide housing or supportive services to homeless persons.

(b) *Eligible costs.* Eligible rehabilitation costs include installing cost-effective energy measures, and bringing an existing structure to State and local government health and safety standards.

(c) *Ineligible costs.* Grant funds may not be used for rehabilitation of leased property.

§ 578.47 New construction.

(a) *Use.* Grant funds may be used to:

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(1) Pay up to 100 percent of the cost of new construction, including the building of a new structure or building an addition to an existing structure that increases the floor area by 100 percent or more, and the cost of land associated with that construction, for use as housing.

(2) If grant funds are used for new construction, the applicant must demonstrate that the costs of new construction are substantially less than the costs of rehabilitation or that there is a lack of available appropriate units that could be rehabilitated at a cost less than new construction. For purposes of this cost comparison, costs of rehabilitation or new construction may include the cost of real property acquisition.

(b) *Ineligible costs.* Grant funds may not be used for new construction on leased property.

§ 578.49 Leasing.

(a) *Use.* (1) Where the recipient or subrecipient is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to 3 years. Leasing funds may not be used to lease units or structures owned by the recipient, subrecipient, their parent organization(s), any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

(2) Any request for an exception must include the following:

(i) A description of how leasing these structures is in the best interest of the program;

(ii) Supporting documentation showing that the leasing charges paid with grant funds are reasonable for the market; and

(iii) A copy of the written policy for resolving disputes between the landlord and tenant, including a recusal for officers, agents, and staff who work for both the landlord and tenant.

(b) *Requirements.* (1) *Leasing structures.* When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable

in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.

(2) *Leasing individual units.* When grants are used to pay rent for individual housing units, the rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.

(3) *Utilities.* If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by the landlord, these utility costs are an operating cost, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.

(4) *Security deposits and first and last month's rent.* Recipients and subrecipients may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of the last month's rent may be provided to the landlord in addition to the security deposit and payment of the first month's rent.

(5) *Occupancy agreements and subleases.* Occupancy agreements and subleases are required as specified in § 578.77(a).

(6) *Calculation of occupancy charges and rent.* Occupancy charges and rent from program participants must be calculated as provided in § 578.77.

(7) *Program income.* Occupancy charges and rent collected from program participants are program income and may be used as provided under § 578.97.

(8) *Transition.* Beginning in the first year awards are made under the Continuum of Care program, renewals of grants for leasing funds entered into under the authority of title IV, subtitle D of the Act as it existed before May 20, 2009, will be renewed either as grants for leasing or as rental assistance, depending on the characteristics

of the project. Leasing funds will be renewed as rental assistance if the funds are used to pay rent on units where the lease is between the program participant and the landowner or sublessor. Projects requesting leasing funds will be renewed as leasing if the funds were used to lease a unit or structure and the lease is between the recipient or subrecipient and the landowner.

§ 578.51 Rental assistance.

(a) *Use.* (1) Grant funds may be used for rental assistance for homeless individuals and families. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.

(i) The rental assistance may be short-term, up to 3 months of rent; medium-term, for 3 to 24 months of rent; or long-term, for longer than 24 months of rent and must be administered in accordance with the policies and procedures established by the Continuum as set forth in § 578.7(a)(9) and this section.

(ii) The rental assistance may be tenant-based, project-based, or sponsor-based, and may be for transitional or permanent housing.

(2) Grant funds may be used for security deposits in an amount not to exceed 2 months of rent. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.

(b) *Rental assistance administrator.* Rental assistance must be administered by a State, unit of general local government, or a public housing agency.

(c) *Tenant-based rental assistance.* Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder

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of their period of participation. Program participants who are receiving rental assistance in transitional housing may be required to live in a specific structure for their entire period of participation in transitional housing.

(1) Up to 5 years worth of rental assistance may be awarded to a project in one competition.

(2) Program participants who have complied with all program requirements during their residence retain the rental assistance if they move within the Continuum of Care geographic area.

(3) Program participants who have complied with all program requirements during their residence and who have been a victim of domestic violence, dating violence, sexual assault, or stalking, and who reasonably believe they are imminently threatened by harm from further domestic violence, dating violence, sexual assault, or stalking (which would include threats from a third party, such as a friend or family member of the perpetrator of the violence), if they remain in the assisted unit, and are able to document the violence and basis for their belief, may retain the rental assistance and move to a different Continuum of Care geographic area if they move out of the assisted unit to protect their health and safety.

(d) *Sponsor-based rental assistance.* Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor. Up to 5 years worth of rental assistance may be awarded to a project in one competition.

(e) *Project-based rental assistance.* Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move. Up to 15 years of rental assistance may be awarded in one competition.

(f) *Grant amount.* The amount of rental assistance in each project will be based on the number and size of units proposed by the applicant to be assisted over the grant period. The amount of rental assistance in each project will be calculated by multiplying the number and size of units proposed by the FMR of each unit on the date the application is submitted to HUD, by the term of the grant.

(g) *Rent reasonableness.* HUD will only provide rental assistance for a unit if the rent is reasonable. The recipient or subrecipient must determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units.

(h) *Payment of grant.* (1) The amount of rental assistance in each project will be reserved for rental assistance over the grant period. An applicant's request for rental assistance in each grant is an estimate of the amount needed for rental assistance. Recipients will make draws from the grant funds to pay the actual costs of rental assistance for program participants.

(2) For tenant-based rental assistance, on demonstration of need:

(i) Up to 25 percent of the total rental assistance awarded may be spent in any year of a 5-year grant term; or

(ii) A higher percentage if approved in advance by HUD, if the recipient provides evidence satisfactory to HUD that it is financially committed to providing the housing assistance described in the application for the full 5-year period.

(3) A recipient must serve at least as many program participants as shown in its application for assistance.

(4) If the amount in each grant reserved for rental assistance over the grant period exceeds the amount that will be needed to pay the actual costs of rental assistance, due to such factors as contract rents being lower than FMRs and program participants being able to pay a portion of the rent, recipients or subrecipients may use the

excess funds for covering the costs of rent increases, or for serving a greater number of program participants.

(i) *Vacancies.* If a unit assisted under this section is vacated before the expiration of the lease, the assistance for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated, unless occupied by another eligible person. No additional assistance will be paid until the unit is occupied by another eligible person. Brief periods of stays in institutions, not to exceed 90 days for each occurrence, are not considered vacancies.

(j) *Property damage.* Recipients and subrecipients may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. This shall be a one-time cost per participant, incurred at the time a participant exits a housing unit.

(k) *Resident rent.* Rent must be calculated as provided in § 578.77. Rents collected from program participants are program income and may be used as provided under § 578.97.

(1) *Leases.* (1) *Initial lease.* For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

(2) *Initial lease for transitional housing.* Program participants in transitional housing must enter into a lease agreement for a term of at least one month. The lease must be automatically renewable upon expiration, except on prior notice by either party, up to a maximum term of 24 months.

§ 578.53 Supportive services.

(a) *In general.* Grant funds may be used to pay the eligible costs of supportive services that address the special needs of the program participants. If the supportive services are provided in a supportive service facility not contained in a housing structure, the costs of day-to-day operation of the supportive service facility, including maintenance, repair, building security,

furniture, utilities, and equipment are eligible as a supportive service.

(1) Supportive services must be necessary to assist program participants obtain and maintain housing.

(2) Recipients and subrecipients shall conduct an annual assessment of the service needs of the program participants and should adjust services accordingly.

(b) *Duration.* (1) For a transitional housing project, supportive services must be made available to residents throughout the duration of their residence in the project.

(2) Permanent supportive housing projects must provide supportive services for the residents to enable them to live as independently as is practicable throughout the duration of their residence in the project.

(3) Services may also be provided to former residents of transitional housing and current residents of permanent housing who were homeless in the prior 6 months, for no more than 6 months after leaving transitional housing or homelessness, respectively, to assist their adjustment to independent living.

(4) Rapid rehousing projects must require the program participant to meet with a case manager not less than once per month as set forth in § 578.37(a)(1)(ii)(F), to assist the program participant in maintaining long-term housing stability.

(c) *Special populations.* All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.

(d) *Ineligible costs.* Any cost that is not described as an eligible cost under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and the costs of obtaining professional licenses or certifications needed to provide supportive services are not eligible costs.

(e) *Eligible costs.*

(1) *Annual Assessment of Service Needs.* The costs of the assessment required by § 578.53(a)(2) are eligible costs.

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(2) *Assistance with moving costs.* Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company.

(3) *Case management.* The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. Component services and activities consist of:

- (i) Counseling;
- (ii) Developing, securing, and coordinating services;
- (iii) Using the centralized or coordinated assessment system as required under § 578.23(c)(9).
- (iv) Obtaining federal, State, and local benefits;
- (v) Monitoring and evaluating program participant progress;
- (vi) Providing information and referrals to other providers;
- (vii) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
- (viii) Developing an individualized housing and service plan, including planning a path to permanent housing stability.

(4) *Child care.* The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible.

(i) The children must be under the age of 13, unless they are disabled children.

(ii) Disabled children must be under the age of 18.

(iii) The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

(5) *Education services.* The costs of improving knowledge and basic educational skills are eligible.

(i) Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED).

(ii) Component services or activities are screening, assessment and testing;

individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.

(6) *Employment assistance and job training.* The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.

(i) Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.

(ii) Services that assist individuals in securing employment consist of:

- (A) Employment screening, assessment, or testing;
- (B) Structured job skills and job-seeking skills;
- (C) Special training and tutoring, including literacy training and pre-vocational training;

(D) Books and instructional material;

(E) Counseling or job coaching; and

(F) Referral to community resources.

(7) *Food.* The cost of providing meals or groceries to program participants is eligible.

(8) *Housing search and counseling services.* Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.

(i) Component services or activities are tenant counseling; assisting individuals and families to understand leases; securing utilities; and making moving arrangements.

(ii) Other eligible costs are:

(A) Mediation with property owners and landlords on behalf of eligible program participants;

(B) Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and

(C) The payment of rental application fees.

(9) *Legal services.* Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision

of licensed attorneys, for advice and representation in matters that interfere with the homeless individual or family's ability to obtain and retain housing.

(i) Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking; appeal of veterans and public benefit claim denials; landlord tenant disputes; and the resolution of outstanding criminal warrants.

(ii) Component services or activities may include receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.

(iii) Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.

(iv) Legal services for immigration and citizenship matters and issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are ineligible.

(10) *Life skills training.* The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.

(11) *Mental health services.* Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interven-

tions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

(12) *Outpatient health services.* Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals including:

(i) Providing an analysis or assessment of an individual's health problems and the development of a treatment plan;

(ii) Assisting individuals to understand their health needs;

(iii) Providing directly or assisting individuals to obtain and utilize appropriate medical treatment;

(iv) Preventive medical care and health maintenance services, including in-home health services and emergency medical services;

(v) Provision of appropriate medication;

(vi) Providing follow-up services; and

(vii) Preventive and noncosmetic dental care.

(13) *Outreach services.* The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.

(i) Eligible costs include the outreach worker's transportation costs and a cell phone to be used by the individual performing the outreach.

(ii) Component activities and services consist of: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and mainstream programs; and publicizing the availability of the housing and/or services provided within the geographic area covered by the Continuum of Care.

(14) *Substance abuse treatment services.* The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.

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(15) *Transportation.* Eligible costs are:

(i) The costs of program participant's travel on public transportation or in a vehicle provided by the recipient or subrecipient to and from medical care, employment, child care, or other services eligible under this section.

(ii) Mileage allowance for service workers to visit program participants and to carry out housing quality inspections;

(iii) The cost of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants;

(iv) The cost of gas, insurance, taxes, and maintenance for the vehicle;

(v) The costs of recipient or subrecipient staff to accompany or assist program participants to utilize public transportation; and

(vi) If public transportation options are not sufficient within the area, the recipient may make a one-time payment on behalf of a program participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following:

(A) Payments for car repairs or maintenance on behalf of the program participant may not exceed 10 percent of the Blue Book value of the vehicle (Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types);

(B) Payments for car repairs or maintenance must be paid by the recipient or subrecipient directly to the third party that repairs or maintains the car; and

(C) The recipients or subrecipients may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.

(16) *Utility deposits.* This form of assistance consists of paying for utility deposits. Utility deposits must be a one-time fee, paid to utility companies.

(17) *Direct provision of services.* If the service described in paragraphs (e)(1) through (e)(16) of this section is being directly delivered by the recipient or subrecipient, eligible costs for those services also include:

(i) The costs of labor or supplies, and materials incurred by the recipient or

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subrecipient in directly providing supportive services to program participants; and

(ii) The salary and benefit packages of the recipient and subrecipient staff who directly deliver the services.

§ 578.55 Operating costs.

(a) *Use.* Grant funds may be used to pay the costs of the day-to-day operation of transitional and permanent housing in a single structure or individual housing units.

(b) *Eligible costs.* (1) The maintenance and repair of housing;

(2) Property taxes and insurance;

(3) Scheduled payments to a reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);

(4) Building security for a structure where more than 50 percent of the units or area is paid for with grant funds;

(5) Electricity, gas, and water;

(6) Furniture; and

(7) Equipment.

(c) *Ineligible costs.* Program funds may not be used for rental assistance and operating costs in the same project. Program funds may not be used for the operating costs of emergency shelter- and supportive service-only facilities. Program funds may not be used for the maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

§ 578.57 Homeless Management Information System.

(a) *Eligible costs.* (1) The recipient or subrecipient may use Continuum of Care program funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care, including the costs of:

(i) Purchasing or leasing computer hardware;

(ii) Purchasing software or software licenses;

(iii) Purchasing or leasing equipment, including telephones, fax machines, and furniture;

(iv) Obtaining technical support;

(v) Leasing office space;

(vi) Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;

(vii) Paying salaries for operating HMIS, including:

(A) Completing data entry;

(B) Monitoring and reviewing data quality;

(C) Completing data analysis;

(D) Reporting to the HMIS Lead;

(E) Training staff on using the HMIS; and

(F) Implementing and complying with HMIS requirements;

(viii) Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;

(ix) Paying staff travel costs to conduct intake; and

(x) Paying participation fees charged by the HMIS Lead, as authorized by HUD, if the recipient or subrecipient is not the HMIS Lead.

(2) If the recipient or subrecipient is the HMIS Lead, it may also use Continuum of Care funds to pay the costs of:

(i) Hosting and maintaining HMIS software or data;

(ii) Backing up, recovering, or repairing HMIS software or data;

(iii) Upgrading, customizing, and enhancing the HMIS;

(iv) Integrating and warehousing data, including development of a data warehouse for use in aggregating data from subrecipients using multiple software systems;

(v) Administering the system;

(vi) Reporting to providers, the Continuum of Care, and HUD; and

(vii) Conducting training on using the system, including traveling to the training.

(3) If the recipient or subrecipient is a victim services provider, or a legal services provider, it may use Continuum of Care funds to establish and operate a comparable database that complies with HUD's HMIS requirements.

(b) *General restrictions.* Activities funded under this section must comply with the HMIS requirements.

§ 578.59 Project administrative costs.

(a) *Eligible costs.* The recipient or subrecipient may use up to 10 percent of any grant awarded under this part, excluding the amount for Continuum of Care Planning Activities and UFA costs, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under § 578.43 through § 578.57, because those costs are eligible as part of those activities. Eligible administrative costs include:

(1) *General management, oversight, and coordination.* Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:

(i) Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration. In charging costs to this category, the recipient may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Program administration assignments include the following:

(A) Preparing program budgets and schedules, and amendments to those budgets and schedules;

(B) Developing systems for assuring compliance with program requirements;

(C) Developing agreements with subrecipients and contractors to carry out program activities;

(D) Monitoring program activities for progress and compliance with program requirements;

(E) Preparing reports and other documents directly related to the program for submission to HUD;

(F) Coordinating the resolution of audit and monitoring findings;

(G) Evaluating program results against stated objectives; and

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(H) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i)(A) through (G) of this section.

(ii) Travel costs incurred for monitoring of subrecipients;

(iii) Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and

(iv) Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.

(2) *Training on Continuum of Care requirements.* Costs of providing training on Continuum of Care requirements and attending HUD-sponsored Continuum of Care trainings.

(3) *Environmental review.* Costs of carrying out the environmental review responsibilities under § 578.31.

(b) *Sharing requirement.* (1) *UFAs.* If the recipient is a UFA that carries out a project, it may use up to 10 percent of the grant amount awarded for the project on project administrative costs. The UFA must share the remaining project administrative funds with its subrecipients.

(2) *Recipients that are not UFAs.* If the recipient is not a UFA, it must share at least 50 percent of project administrative funds with its subrecipients.

§ 578.61 Relocation costs.

(a) *In general.* Relocation costs under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 are eligible.

(b) *Eligible relocation costs.* Eligible costs are costs to provide relocation payments and other assistance to persons displaced by a project assisted with grant funds in accordance with § 578.83.

§ 578.63 Indirect costs.

(a) *In general.* Continuum of Care funds may be used to pay indirect costs in accordance with OMB Circulars A-87 or A-122, as applicable.

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(b) *Allocation.* Indirect costs may be allocated to each eligible activity as provided in subpart D, so long as that allocation is consistent with an indirect cost rate proposal developed in accordance with OMB Circulars A-87 or A-122, as applicable.

(c) *Expenditure limits.* The indirect costs charged to an activity subject to an expenditure limit under §§ 578.39, 578.41, and 578.59 must be added to the direct costs charged for that activity when determining the total costs subject to the expenditure limits.

Subpart E—High-Performing Communities

§ 578.65 Standards.

(a) *In general.* The collaborative applicant for a Continuum may apply to HUD to have the Continuum be designated a high-performing community (HPC). The designation shall be for grants awarded in the same competition in which the designation is applied for and made.

(b) *Applying for HPC designation.* The application must be submitted at such time and in such manner as HUD may require, must use HMIS data where required to show the standards for qualifying are met, and must contain such information as HUD requires, including at a minimum:

(1) A report showing how the Continuum of Care program funds received in the preceding year were expended;

(2) A specific plan for how grant funds will be expended; and

(3) Information establishing that the Continuum of Care meets the standards for HPCs.

(c) *Standards for qualifying as an HPC.* To qualify as an HPC, a Continuum must demonstrate through:

(1) Reliable data generated by the Continuum of Care's HMIS that it meets all of the following standards:

(i) *Mean length of homelessness.* Either the mean length of episode of homelessness within the Continuum's geographic area is fewer than 20 days, or the mean length of episodes of homelessness for individuals or families in similar circumstances was reduced by at least 10 percent from the preceding federal fiscal year.

(ii) *Reduced recidivism.* Of individuals and families who leave homelessness, less than 5 percent become homeless again at any time within the next 2 years; or the percentage of individuals and families in similar circumstances who become homeless again within 2 years after leaving homelessness was decreased by at least 20 percent from the preceding federal fiscal year.

(iii) *HMIS coverage.* The Continuum's HMIS must have a bed coverage rate of 80 percent and a service volume coverage rate of 80 percent as calculated in accordance with HUD's HMIS requirements.

(iv) *Serving families and youth.* With respect to Continuums that served homeless families and youth defined as homeless under other federal statutes in paragraph (3) of the definition of homeless in § 576.2:

(A) 95 percent of those families and youth did not become homeless again within a 2-year period following termination of assistance; or

(B) 85 percent of those families achieved independent living in permanent housing for at least 2 years following termination of assistance.

(2) Reliable data generated from sources other than the Continuum's HMIS that is provided in a narrative or other form prescribed by HUD that it meets both of the following standards:

(i) *Community action.* All the metropolitan cities and counties within the Continuum's geographic area have a comprehensive outreach plan, including specific steps for identifying homeless persons and referring them to appropriate housing and services in that geographic area.

(ii) *Renewing HPC status.* If the Continuum was designated an HPC in the previous federal fiscal year and used Continuum of Care grant funds for activities described under § 578.71, that such activities were effective at reducing the number of individuals and families who became homeless in that community.

§ 578.67 Publication of application.

HUD will publish the application to be designated an HPC through the HUD Web site, for public comment as to whether the Continuum seeking des-

ignation as an HPC meets the standards for being one.

§ 578.69 Cooperation among entities.

An HPC must cooperate with HUD in distributing information about its successful efforts to reduce homelessness.

§ 578.71 HPC-eligible activities.

In addition to using grant funds for the eligible costs described in subpart D of this part, recipients and subrecipients in Continuums of Care designated as HPCs may also use grant funds to provide housing relocation and stabilization services and short- and/or medium-term rental assistance to individuals and families at risk of homelessness as set forth in 24 CFR 576.103 and 24 CFR 576.104, if necessary to prevent the individual or family from becoming homeless. Activities must be carried out in accordance with the plan submitted in the application. When carrying out housing relocation and stabilization services and short- and/or medium-term rental assistance, the written standards set forth in § 578.7(a)(9)(v) and recordkeeping requirements of 24 CFR 576.500 apply.

Subpart F—Program Requirements

§ 578.73 Matching requirements.

(a) *In general.* The recipient or subrecipient must match all grant funds, except for leasing funds, with no less than 25 percent of funds or in-kind contributions from other sources. For Continuum of Care geographic areas in which there is more than one grant agreement, the 25 percent match must be provided on a grant-by-grant basis. Recipients that are UFAs or are the sole recipient for their Continuum, may provide match on a Continuum-wide basis. Cash match must be used for the costs of activities that are eligible under subpart D of this part, except that HPCs may use such match for the costs of activities that are eligible under § 578.71.

(b) *Cash sources.* A recipient or subrecipient may use funds from any source, including any other federal sources (excluding Continuum of Care program funds), as well as State, local, and private sources, provided that

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funds from the source are not statutorily prohibited to be used as a match. The recipient must ensure that any funds used to satisfy the matching requirements of this section are eligible under the laws governing the funds in order to be used as matching funds for a grant awarded under this program.

(c) *In-kind contributions.* (1) The recipient or subrecipient may use the value of any real property, equipment, goods, or services contributed to the project as match, provided that if the recipient or subrecipient had to pay for them with grant funds, the costs would have been eligible under Subpart D, or, in the case of HPCs, eligible under § 578.71.

(2) The requirements of 24 CFR 84.23 and 85.24 apply.

(3) Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

(i) The MOU must establish the unconditional commitment, except for selection to receive a grant, by the third party to provide the services, the specific service to be provided, the profession of the persons providing the service, and the hourly cost of the service to be provided.

(ii) During the term of the grant, the recipient or subrecipient must keep and make available, for inspection, records documenting the service hours provided.

§ 578.75 General operations.

(a) *State and local requirements.* (1) Housing and facilities constructed or rehabilitated with assistance under this part must meet State or local building codes, and in the absence of State or local building codes, the International Residential Code or International Building Code (as applicable

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to the type of structure) of the International Code Council.

(2) Services provided with assistance under this part must be provided in compliance with all applicable State and local requirements, including licensing requirements.

(b) *Housing quality standards.* Housing leased with Continuum of Care program funds, or for which rental assistance payments are made with Continuum of Care program funds, must meet the applicable housing quality standards (HQS) under 24 CFR 982.401 of this title, except that 24 CFR 982.401(j) applies only to housing occupied by program participants receiving tenant-based rental assistance. For housing rehabilitated with funds under this part, the lead-based paint requirements in 24 CFR part 35, subparts A, B, J, and R apply. For housing that receives project-based or sponsor-based rental assistance, 24 CFR part 35, subparts A, B, H, and R apply. For residential property for which funds under this part are used for acquisition, leasing, services, or operating costs, 24 CFR part 35, subparts A, B, K, and R apply.

(1) Before any assistance will be provided on behalf of a program participant, the recipient, or subrecipient, must physically inspect each unit to assure that the unit meets HQS. Assistance will not be provided for units that fail to meet HQS, unless the owner corrects any deficiencies within 30 days from the date of the initial inspection and the recipient or subrecipient verifies that all deficiencies have been corrected.

(2) Recipients or subrecipients must inspect all units at least annually during the grant period to ensure that the units continue to meet HQS.

(c) *Suitable dwelling size.* The dwelling unit must have at least one bedroom or living/sleeping room for each two persons.

(1) Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

(2) If household composition changes during the term of assistance, recipients and subrecipients may relocate the household to a more appropriately sized unit. The household must still

have access to appropriate supportive services.

(d) *Meals.* Each recipient and subrecipient of assistance under this part who provides supportive housing for homeless persons with disabilities must provide meals or meal preparation facilities for residents.

(e) *Ongoing assessment of supportive services.* To the extent practicable, each project must provide supportive services for residents of the project and homeless persons using the project, which may be designed by the recipient or participants. Each recipient and subrecipient of assistance under this part must conduct an ongoing assessment of the supportive services needed by the residents of the project, the availability of such services, and the coordination of services needed to ensure long-term housing stability and must make adjustments, as appropriate.

(f) *Residential supervision.* Each recipient and subrecipient of assistance under this part must provide residential supervision as necessary to facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate supportive housing. Residential supervision may include the employment of a full- or part-time residential supervisor with sufficient knowledge to provide or to supervise the provision of supportive services to the residents.

(g) *Participation of homeless individuals.* (1) Each recipient and subrecipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the recipient or subrecipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if a recipient or subrecipient is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions.

(2) Each recipient and subrecipient of assistance under this part must, to the

maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing supportive services for the project.

(h) *Supportive service agreement.* Recipients and subrecipients may require the program participants to take part in supportive services that are not disability-related services provided through the project as a condition of continued participation in the program. Examples of disability-related services include, but are not limited to, mental health services, outpatient health services, and provision of medication, which are provided to a person with a disability to address a condition caused by the disability. Notwithstanding this provision, if the purpose of the project is to provide substance abuse treatment services, recipients and subrecipients may require program participants to take part in such services as a condition of continued participation in the program.

(i) *Retention of assistance after death, incarceration, or institutionalization for more than 90 days of qualifying member.* For permanent supportive housing projects surviving, members of any household who were living in a unit assisted under this part at the time of the qualifying member's death, long-term incarceration, or long-term institutionalization, have the right to rental assistance under this section until the expiration of the lease in effect at the time of the qualifying member's death, long-term incarceration, or long-term institutionalization.

§ 578.77 Calculating occupancy charges and rent.

(a) *Occupancy agreements and leases.* Recipients and subrecipients must have signed occupancy agreements or leases (or subleases) with program participants residing in housing.

(b) *Calculation of occupancy charges.* Recipients and subrecipients are not required to impose occupancy charges on program participants as a condition of residing in the housing. However, if occupancy charges are imposed, they may not exceed the highest of:

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(1) 30 percent of the family's monthly adjusted income (adjustment factors include the number of people in the family, age of family members, medical expenses, and child-care expenses);

(2) 10 percent of the family's monthly income; or

(3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments (adjusted in accordance with the family's actual housing costs) is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated for housing costs.

(4) *Income.* Income must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a). Recipients and subrecipients must examine a program participant's income initially, and if there is a change in family composition (*e.g.*, birth of a child) or a decrease in the resident's income during the year, the resident may request an interim reexamination, and the occupancy charge will be adjusted accordingly.

(c) *Resident rent.* (1) *Amount of rent.* (i) Each program participant on whose behalf rental assistance payments are made must pay a contribution toward rent in accordance with section 3(a)(1) of the U.S. Housing Act of 1937 (42 U.S.C. 1437a(a)(1)).

(ii) Income of program participants must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a).

(2) *Review.* Recipients or subrecipients must examine a program participant's income initially, and at least annually thereafter, to determine the amount of the contribution toward rent payable by the program participant. Adjustments to a program participant's contribution toward the rental payment must be made as changes in income are identified.

(3) *Verification.* As a condition of participation in the program, each program participant must agree to supply the information or documentation necessary to verify the program participant's income. Program participants must provide the recipient or subrecipient with information at any time regarding changes in income or other circumstances that may result in changes to a program participant's

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contribution toward the rental payment.

§ 578.79 Limitation on transitional housing.

A homeless individual or family may remain in transitional housing for a period longer than 24 months, if permanent housing for the individual or family has not been located or if the individual or family requires additional time to prepare for independent living. However, HUD may discontinue assistance for a transitional housing project if more than half of the homeless individuals or families remain in that project longer than 24 months.

§ 578.81 Term of commitment, repayment of grants, and prevention of undue benefits.

(a) *In general.* All recipients and subrecipients receiving grant funds for acquisition, rehabilitation, or new construction must operate the housing or provide supportive services in accordance with this part, for at least 15 years from the date of initial occupancy or date of initial service provision. Recipient and subrecipients must execute and record a HUD-approved Declaration of Restrictive Covenants before receiving payment of grant funds.

(b) *Conversion.* Recipients and subrecipients carrying out a project that provides transitional or permanent housing or supportive services in a structure may submit a request to HUD to convert a project for the direct benefit of very low-income persons. The request must be made while the project is operating as homeless housing or supportive services for homeless individuals and families, must be in writing, and must include an explanation of why the project is no longer needed to provide transitional or permanent housing or supportive services. The primary factor in HUD's decision on the proposed conversion is the unmet need for transitional or permanent housing or supportive services in the Continuum of Care's geographic area.

(c) *Repayment of grant funds.* If a project is not operated as transitional or permanent housing for 10 years following the date of initial occupancy,

HUD will require repayment of the entire amount of the grant used for acquisition, rehabilitation, or new construction, unless conversion of the project has been authorized under paragraph (b) of this section. If the housing is used for such purposes for more than 10 years, the payment amount will be reduced by 20 percentage points for each year, beyond the 10-year period in which the project is used for transitional or permanent housing.

(d) *Prevention of undue benefits.* Except as provided under paragraph (e) of this section, upon any sale or other disposition of a project site that received grant funds for acquisition, rehabilitation, or new construction, occurring before the 15-year period, the recipient must comply with such terms and conditions as HUD may prescribe to prevent the recipient or subrecipient from unduly benefiting from such sale or disposition.

(e) *Exception.* A recipient or subrecipient will not be required to comply with the terms and conditions prescribed under paragraphs (c) and (d) of this section if:

(1) The sale or disposition of the property used for the project results in the use of the property for the direct benefit of very low-income persons;

(2) All the proceeds are used to provide transitional or permanent housing that meet the requirements of this part;

(3) Project-based rental assistance or operating cost assistance from any federal program or an equivalent State or local program is no longer made available and the project is meeting applicable performance standards, provided that the portion of the project that had benefitted from such assistance continues to meet the tenant income and rent restrictions for low-income units under section 42(g) of the Internal Revenue Code of 1986; or

(4) There are no individuals and families in the Continuum of Care geographic area who are homeless, in which case the project may serve individuals and families at risk of homelessness.

§ 578.83 Displacement, relocation, and acquisition.

(a) *Minimizing displacement.* Consistent with the other goals and objectives of this part, recipients and subrecipients must ensure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of projects assisted under this part. "Project," as used in this section, means any activity or series of activities assisted with Continuum of Care funds received or anticipated in any phase of an undertaking.

(b) *Temporary relocation.* (1) *Existing Building Not Assisted under Title IV of the McKinney-Vento Act.* No tenant may be required to relocate temporarily for a project if the building in which the project is being undertaken or will be undertaken is not currently assisted under Title IV of the McKinney-Vento Act. The absence of such assistance to the building means the tenants are not homeless and the tenants are therefore not eligible to receive assistance under the Continuum of Care program. When a tenant moves for such a project under conditions that cause the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601-4655, to apply, the tenant must be treated as permanently displaced and offered relocation assistance and payments consistent with paragraph (c) of this section.

(2) *Existing Transitional Housing or Permanent Housing Projects Assisted Under Title IV of the McKinney-Vento Act.* Consistent with paragraph (c)(2)(ii) of this section, no program participant may be required to relocate temporarily for a project if the person cannot be offered a decent, safe, and sanitary unit in the same building or complex upon project completion under reasonable terms and conditions. The length of occupancy requirements in § 578.79 may prevent a program participant from returning to the property upon completion (See paragraph (c)(2)(iii)(D) of this section). Any program participant who has been temporarily relocated for a period beyond one year

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must be treated as permanently displaced and offered relocation assistance and payments consistent with paragraph (c) of this section. Program participants temporarily relocated in accordance with the policies described in this paragraph must be provided:

(i) Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/occupancy charges and utility costs; and

(ii) Appropriate advisory services, including reasonable advance written notice of:

(A) The date and approximate duration of the temporary relocation;

(B) The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;

(C) The reasonable terms and conditions under which the program participant will be able to occupy a suitable, decent, safe, and sanitary dwelling in the building or complex upon completion of the project; and

(D) The provisions of paragraph (b)(2)(i) of this section.

(c) *Relocation assistance for displaced persons.* (1) *In general.* A displaced person (defined in paragraph (c)(2) of this section) must be provided relocation assistance in accordance with the requirements of the URA and implementing regulations at 49 CFR part 24. A displaced person must be advised of his or her rights under the Fair Housing Act. Whenever possible, minority persons must be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings, not located in an area of minority concentration, that are within their financial means. This policy, however, does not require providing a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling. See 49 CFR 24.205(c)(2)(i)(D).

(2) *Displaced person.* (i) For the purposes of paragraph (c) of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property,

permanently, as a direct result of acquisition, rehabilitation, or demolition for a project. This includes any permanent, involuntary move for a project, including any permanent move from the real property that is made:

(A) After the owner (or person in control of the site) issues a notice to move permanently from the property, or refuses to renew an expiring lease, if the move occurs after the date of the submission by the recipient or subrecipient of an application for assistance to HUD (or the recipient, as applicable) that is later approved and funded and the recipient or subrecipient has site control as evidenced in accordance with § 578.25(b); or

(B) After the owner (or person in control of the site) issues a notice to move permanently from the property, or refuses to renew an expiring lease, if the move occurs after the date the recipient or subrecipient obtains site control, as evidenced in accordance with § 578.25(b), if that occurs after the application for assistance; or

(C) Before the date described under paragraph (c)(2)(i)(A) or (B) of this section, if the recipient or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or

(D) By a tenant of a building that is not assisted under Title IV of the McKinney-Vento Act, if the tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition of the property for the project; or

(ii) For the purposes of paragraph (c) of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project. This includes any permanent, involuntary move for a project that is made by a program participant occupying transitional housing or permanent housing assisted under Title IV of the McKinney-Vento Act, if any one of the following three situations occurs:

(A) The program participant moves after execution of the agreement covering the acquisition, rehabilitation, or

demolition of the property for the project and is either not eligible to return upon project completion or the move occurs before the program participant is provided written notice offering the program participant an opportunity to occupy a suitable, decent, safe, and sanitary dwelling in the same building or complex upon project completion under reasonable terms and conditions. Such reasonable terms and conditions must include a lease (or occupancy agreement, as applicable) consistent with Continuum of Care program requirements, including a monthly rent or occupancy charge and monthly utility costs that does not exceed the maximum amounts established in § 578.77; or

(B) The program participant is required to relocate temporarily, does not return to the building or complex, and any one of the following situations occurs:

(1) The program participant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation;

(2) The program participant is not eligible to return to the building or complex upon project completion; or

(3) Other conditions of the temporary relocation are not reasonable; or

(C) The program participant is required to move to another unit in the same building or complex, and any one of the following situations occurs:

(1) The program participant is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move;

(2) The program participant is not eligible to remain in the building or complex upon project completion; or

(3) Other conditions of the move are not reasonable.

(iii) Notwithstanding the provisions of paragraph (c)(2)(i) or (ii) of this section, a person does not qualify as a “displaced person” if:

(A) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement; the eviction complied with applicable federal, State, or local requirements (see § 578.91); and the recipient or subrecipient determines that the eviction was not undertaken for the purpose of evading the

obligation to provide relocation assistance;

(B) The person moved into the property after the submission of the application but, before signing a lease or occupancy agreement and commencing occupancy, was provided written notice of the project’s possible impact on the person (*e.g.*, the person may be displaced, temporarily relocated, or incur a rent increase) and the fact that the person would not qualify as a “displaced person” (or for any relocation assistance provided under this section), as a result of the project;

(C) The person is ineligible under 49 CFR 24.2(a)(9)(ii);

(D) The person is a program participant occupying transitional housing or permanent housing assisted under Title IV of the Act who must move as a direct result of the length-of-occupancy restriction under § 578.79; or

(E) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(iv) The recipient may request, at any time, HUD’s determination of whether a displacement is or would be covered under this section.

(3) *Initiation of negotiations.* For purposes of determining the formula for computing replacement housing payment assistance to be provided to a displaced person pursuant to this section, if the displacement is a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, “initiation of negotiations” means the execution of the agreement between the recipient and the subrecipient, or between the recipient (or subrecipient, as applicable) and the person owning or controlling the property. In the case of an option contract to acquire property, the initiation of negotiations does not become effective until execution of a written agreement that creates a legally enforceable commitment to proceed with the purchase, such as a purchase agreement.

(d) *Real property acquisition requirements.* Except for acquisitions described in 49 CFR 24.101(b)(1) through (5), the URA and the requirements of 49 CFR part 24, subpart B apply to any acquisition of real property for a project

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where there are Continuum of Care funds in any part of the project costs.

(e) *Appeals.* A person who disagrees with the recipient's (or subrecipient's, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the recipient (see 49 CFR 24.10). A low-income person who is dissatisfied with the recipient's determination on his or her appeal may submit a written request for review of that determination to the local HUD field office.

§ 578.85 Timeliness standards.

(a) *In general.* Recipients must initiate approved activities and projects promptly.

(b) *Construction activities.* Recipients of funds for rehabilitation or new construction must meet the following standards:

(1) Construction activities must begin within 9 months of the later of signing of the grant agreement or of signing an addendum to the grant agreement authorizing use of grant funds for the project.

(2) Construction activities must be completed within 24 months of signing the grant agreement.

(3) Activities that cannot begin until after construction activities are completed must begin within 3 months of the date that construction activities are completed.

(c) *Distribution.* A recipient that receives funds through this part must:

(1) Distribute the funds to subrecipients (in advance of expenditures by the subrecipients);

(2) Distribute the appropriate portion of the funds to a subrecipient no later than 45 days after receiving an approvable request for such distribution from the subrecipient; and

(3) Draw down funds at least once per quarter of the program year, after eligible activities commence.

§ 578.87 Limitation on use of funds.

(a) *Maintenance of effort.* No assistance provided under this part (or any State or local government funds used to supplement this assistance) may be used to replace State or local funds

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previously used, or designated for use, to assist homeless persons.

(b) *Faith-based activities.* (1) *Equal treatment of program participants and program beneficiaries.* (i) *Program participants.* Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Continuum of Care program. Neither the Federal Government nor a State or local government receiving funds under the Continuum of Care program shall discriminate against an organization on the basis of the organization's religious character or affiliation. Recipients and subrecipients of program funds shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

(ii) *Beneficiaries.* In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

(2) *Separation of explicitly religious activities.* Recipients and subrecipients of Continuum of Care funds that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such services outside of programs that are supported with federal financial assistance separately, in time or location, from the programs or services funded under this part, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services.

(3) *Religious identity.* A faith-based organization that is a recipient or subrecipient of Continuum of Care program funds is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, State, and local

government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a Continuum of Care program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) *Alternative provider.* If a program participant or prospective program participant of the Continuum of Care program supported by HUD objects to the religious character of an organization that provides services under the program, that organization shall, within a reasonably prompt time after the objection, undertake reasonable efforts to identify and refer the program participant to an alternative provider to which the prospective program participant has no objection. Except for services provided by telephone, the Internet, or similar means, the referral must be to an alternate provider in reasonable geographic proximity to the organization making the referral. In making the referral, the organization shall comply with applicable privacy laws and regulations. Recipients and subrecipients shall document any objections from program participants and prospective program participants and any efforts to refer such participants to alternative providers in accordance with the requirements of § 578.103(a)(13). Recipients shall ensure that all subrecipient agreements make organizations receiving program funds aware of these requirements.

(5) *Structures.* Program funds may not be used for the acquisition, construc-

tion, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. Program funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. When a structure is used for both eligible and explicitly religious activities, program funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to the Continuum of Care program. Sanctuaries, chapels, or other rooms that a Continuum of Care program-funded religious congregation uses as its principal place of worship, however, are ineligible for Continuum of Care program-funded improvements. Disposition of real property after the term of the grant, or any change in the use of the property during the term of the grant, is subject to governmentwide regulations governing real property disposition (see 24 CFR parts 84 and 85).

(6) *Supplemental funds.* If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

(c) *Restriction on combining funds.* In a single structure or housing unit, the following types of assistance may not be combined:

(1) Leasing and acquisition, rehabilitation, or new construction;

(2) Tenant-based rental assistance and acquisition, rehabilitation, or new construction;

(3) Short- or medium-term rental assistance and acquisition, rehabilitation, or new construction;

(4) Rental assistance and leasing; or

(5) Rental assistance and operating.

(d) *Program fees.* Recipients and subrecipients may not charge program participants program fees.

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§ 578.89 Limitation on use of grant funds to serve persons defined as homeless under other federal laws.

(a) *Application requirement.* Applicants that intend to serve unaccompanied youth and families with children and youth defined as homeless under other federal laws in paragraph (3) of the homeless definition in § 576.2 must demonstrate in their application, to HUD's satisfaction, that the use of grant funds to serve such persons is an equal or greater priority than serving persons defined as homeless under paragraphs (1), (2), and (4) of the definition of homeless in § 576.2. To demonstrate that it is of equal or greater priority, applicants must show that it is equally or more cost effective in meeting the overall goals and objectives of the plan submitted under section 427(b)(1)(B) of the Act, especially with respect to children and unaccompanied youth.

(b) *Limit.* No more than 10 percent of the funds awarded to recipients within a single Continuum of Care's geographic area may be used to serve such persons.

(c) *Exception.* The 10 percent limitation does not apply to Continuums in which the rate of homelessness, as calculated in the most recent point-in-time count, is less than one-tenth of one percent of the total population.

§ 578.91 Termination of assistance to program participants.

(a) *Termination of assistance.* The recipient or subrecipient may terminate assistance to a program participant who violates program requirements or conditions of occupancy. Termination under this section does not bar the recipient or subrecipient from providing further assistance at a later date to the same individual or family.

(b) *Due process.* In terminating assistance to a program participant, the recipient or subrecipient must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:

(1) Providing the program participant with a written copy of the program rules and the termination process be-

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fore the participant begins to receive assistance;

(2) Written notice to the program participant containing a clear statement of the reasons for termination;

(3) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and

(4) Prompt written notice of the final decision to the program participant.

(c) *Hard-to-house populations.* Recipients and subrecipients that are providing permanent supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination so that a program participant's assistance is terminated only in the most severe cases.

§ 578.93 Fair Housing and Equal Opportunity.

(a) *Nondiscrimination and equal opportunity requirements.* The nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) are applicable.

(b) *Housing for specific subpopulations.* Recipients and subrecipients may exclusively serve a particular homeless subpopulation in transitional or permanent housing if the housing addresses a need identified by the Continuum of Care for the geographic area and meets one of the following:

(1) The housing may be limited to one sex where such housing consists of a single structure with shared bedrooms or bathing facilities such that the considerations of personal privacy and the physical limitations of the configuration of the housing make it appropriate for the housing to be limited to one sex;

(2) The housing may be limited to a specific subpopulation, so long as admission does not discriminate against any protected class under federal nondiscrimination laws in 24 CFR 5.105 (*e.g.*, the housing may be limited to homeless veterans, victims of domestic violence and their children, or chronically homeless persons and families).

(3) The housing may be limited to families with children.

(4) If the housing has in residence at least one family with a child under the age of 18, the housing may exclude registered sex offenders and persons with a criminal record that includes a violent crime from the project so long as the child resides in the housing.

(5) Sober housing may exclude persons who refuse to sign an occupancy agreement or lease that prohibits program participants from possessing, using, or being under the influence of illegal substances and/or alcohol on the premises.

(6) If the housing is assisted with funds under a federal program that is limited by federal statute or Executive Order to a specific subpopulation, the housing may be limited to that subpopulation (*e.g.*, housing also assisted with funding from the Housing Opportunities for Persons with AIDS program under 24 CFR part 574 may be limited to persons with acquired immunodeficiency syndrome or related diseases).

(7) Recipients may limit admission to or provide a preference for the housing to subpopulations of homeless persons and families who need the specialized supportive services that are provided in the housing (*e.g.*, substance abuse addiction treatment, domestic violence services, or a high intensity package designed to meet the needs of hard-to-reach homeless persons). While the housing may offer services for a particular type of disability, no otherwise eligible individuals with disabilities or families including an individual with a disability, who may benefit from the services provided may be excluded on the grounds that they do not have a particular disability.

(c) *Affirmatively furthering fair housing.* A recipient must implement its programs in a manner that affirmatively furthers fair housing, which means that the recipient must:

(1) Affirmatively market their housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach, and maintain records of those marketing activities;

(2) Where a recipient encounters a condition or action that impedes fair housing choice for current or prospective program participants, provide such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and

(3) Provide program participants with information on rights and remedies available under applicable federal, State and local fair housing and civil rights laws.

(d) *Accessibility and integrative housing and services for persons with disabilities.* Recipients and subrecipients must comply with the accessibility requirements of the Fair Housing Act (24 CFR part 100), Section 504 of the Rehabilitation Act of 1973 (24 CFR part 8), and Titles II and III of the Americans with Disabilities Act, as applicable (28 CFR parts 35 and 36). In accordance with the requirements of 24 CFR 8.4(d), recipients must ensure that their program's housing and supportive services are provided in the most integrated setting appropriate to the needs of persons with disabilities.

(e) *Prohibition against involuntary family separation.* The age and gender of a child under age 18 must not be used as a basis for denying any family's admission to a project that receives funds under this part.

§ 578.95 Conflicts of interest.

(a) *Procurement.* For the procurement of property (goods, supplies, or equipment) and services, the recipient and its subrecipients must comply with the codes of conduct and conflict-of-interest requirements under 24 CFR 85.36 (for governments) and 24 CFR 84.42 (for private nonprofit organizations).

(b) *Continuum of Care board members.* No Continuum of Care board member may participate in or influence discussions or resulting decisions concerning the award of a grant or other financial benefits to the organization that the member represents.

(c) *Organizational conflict.* An organizational conflict of interest arises when, because of activities or relationships with other persons or organizations, the recipient or subrecipient is unable or potentially unable to render impartial assistance in the provision of any type or amount of assistance under

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this part, or when a covered person's, as in paragraph (d)(1) of this section, objectivity in performing work with respect to any activity assisted under this part is or might be otherwise impaired. Such an organizational conflict would arise when a board member of an applicant participates in decision of the applicant concerning the award of a grant, or provision of other financial benefits, to the organization that such member represents. It would also arise when an employee of a recipient or subrecipient participates in making rent reasonableness determinations under § 578.49(b)(2) and § 578.51(g) and housing quality inspections of property under § 578.75(b) that the recipient, subrecipient, or related entity owns.

(d) *Other conflicts.* For all other transactions and activities, the following restrictions apply:

(1) No covered person, meaning a person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or its subrecipients and who exercises or has exercised any functions or responsibilities with respect to activities assisted under this part, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under this part, may obtain a financial interest or benefit from an assisted activity, have a financial interest in any contract, sub-contract, or agreement with respect to an assisted activity, or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

(2) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis, taking into account the cumulative effects of the criteria in paragraph (d)(2)(ii) of this section, provided that the recipient has satisfactorily met the threshold requirements of paragraph (d)(2)(ii) of this section.

(i) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(A) Disclosure of the nature of the conflict, accompanied by a written assurance, if the recipient is a government, that there has been public disclosure of the conflict and a description of how the public disclosure was made; and if the recipient is a private nonprofit organization, that the conflict has been disclosed in accordance with their written code of conduct or other conflict-of-interest policy; and

(B) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law, or if the subrecipient is a private nonprofit organization, the exception would not violate the organization's internal policies.

(ii) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements under paragraph (c)(3)(i) of this section, HUD must conclude that the exception will serve to further the purposes of the Continuum of Care program and the effective and efficient administration of the recipient's or subrecipient's project, taking into account the cumulative effect of the following factors, as applicable:

(A) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(B) Whether an opportunity was provided for open competitive bidding or negotiation;

(C) Whether the affected person has withdrawn from his or her functions, responsibilities, or the decision-making process with respect to the specific activity in question;

(D) Whether the interest or benefit was present before the affected person was in the position described in paragraph (c)(1) of this section;

(E) Whether undue hardship will result to the recipient, the subrecipient, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict;

(F) Whether the person affected is a member of a group or class of persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as

are being made available or provided to the group or class; and

(G) Any other relevant considerations.

§ 578.97 Program income.

(a) *Defined.* Program income is the income received by the recipient or subrecipient directly generated by a grant-supported activity.

(b) *Use.* Program income earned during the grant term shall be retained by the recipient, and added to funds committed to the project by HUD and the recipient, used for eligible activities in accordance with the requirements of this part. Costs incident to the generation of program income may be deducted from gross income to calculate program income, provided that the costs have not been charged to grant funds.

(c) *Rent and occupancy charges.* Rents and occupancy charges collected from program participants are program income. In addition, rents and occupancy charges collected from residents of transitional housing may be reserved, in whole or in part, to assist the residents from whom they are collected to move to permanent housing.

§ 578.99 Applicability of other federal requirements.

In addition to the requirements set forth in 24 CFR part 5, use of assistance provided under this part must comply with the following federal requirements:

(a) *Environmental review.* Activities under this part are subject to environmental review by HUD under 24 CFR part 50 as noted in § 578.31.

(b) *Section 6002 of the Solid Waste Disposal Act.* State agencies and agencies of a political subdivision of a state that are using assistance under this part for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of Section 6003 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with Section 6002, these agencies and persons must:

(1) Procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000;

(2) Procure solid waste management services in a manner that maximizes energy and resource recovery; and

(3) Must have established an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

(c) *Transparency Act Reporting.* Section 872 of the Duncan Hunter Defense Appropriations Act of 2009, and additional requirements published by the Office of Management and Budget (OMB), requires recipients to report subawards made either as pass-through awards, subrecipient awards, or vendor awards in the Federal Government Web site *www.fdrs.gov* or its successor system. The reporting of award and subaward information is in accordance with the requirements of the Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252 and in OMB Policy Guidance issued to the federal agencies on September 14, 2010 (75 FR 55669).

(d) *The Coastal Barrier Resources Act of 1982* (16 U.S.C. 3501 *et seq.*) may apply to proposals under this part, depending on the assistance requested.

(e) *Applicability of OMB Circulars.* The requirements of 24 CFR part 85—Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments and 2 CFR part 225—Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)—apply to governmental recipients and subrecipients except where inconsistent with the provisions of this part. The requirements of 24 CFR part 84—Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; 2 CFR part 230—Cost Principles for Non-Profit Organizations (OMB Circular A-122); and 2 CFR part

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220—Cost Principles for Education Institutions apply to the nonprofit recipients and subrecipients, except where inconsistent with the provisions of the McKinney-Vento Act or this part.

(f) *Lead-based paint.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to activities under this program.

(g) *Audit.* Recipients and subrecipients must comply with the audit requirements of OMB Circular A-133, “Audits of States, Local Governments, and Non-profit Organizations.”

(h) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act do not apply to this program.

(i) *Section 3 of the Housing and Urban Development Act.* Recipients and subrecipients must, as applicable, comply with Section 3 of the Housing and Urban Development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.

Subpart G—Grant Administration

§ 578.101 Technical assistance.

(a) *Purpose.* The purpose of Continuum of Care technical assistance is to increase the effectiveness with which Continuums of Care, eligible applicants, subrecipients, and UFAs implement and administer their Continuum of Care planning process; improve their capacity to prepare applications; prevent the separation of families in projects funded under the Emergency Solutions Grants, Continuum of Care, and Rural Housing Stability Assistance programs; and adopt and provide best practices in housing and services for persons experiencing homelessness.

(b) *Defined.* Technical assistance means the transfer of skills and knowledge to entities that may need, but do not possess, such skills and knowledge. The assistance may include, but is not limited to, written information such as papers, manuals, guides, and brochures; person-to-person exchanges; web-based curriculums, training and Webinars, and their costs.

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(c) *Set-aside.* HUD may set aside funds annually to provide technical assistance, either directly by HUD staff or indirectly through third-party providers.

(d) *Awards.* From time to time, as HUD determines the need, HUD may advertise and competitively select providers to deliver technical assistance. HUD may enter into contracts, grants, or cooperative agreements, when necessary, to implement the technical assistance. HUD may also enter into agreements with other federal agencies for awarding the technical assistance funds.

§ 578.103 Recordkeeping requirements.

(a) *In general.* The recipient and its subrecipients must establish and maintain standard operating procedures for ensuring that Continuum of Care program funds are used in accordance with the requirements of this part and must establish and maintain sufficient records to enable HUD to determine whether the recipient and its subrecipients are meeting the requirements of this part, including:

(1) *Continuum of Care records.* Each collaborative applicant must keep the following documentation related to establishing and operating a Continuum of Care:

(i) Evidence that the Board selected by the Continuum of Care meets the requirements of § 578.5(b);

(ii) Evidence that the Continuum has been established and operated as set forth in subpart B of this part, including published agendas and meeting minutes, an approved Governance Charter that is reviewed and updated annually, a written process for selecting a board that is reviewed and updated at least once every 5 years, evidence required for designating a single HMIS for the Continuum, and monitoring reports of recipients and subrecipients;

(iii) Evidence that the Continuum has prepared the application for funds as set forth in § 578.9, including the designation of the eligible applicant to be the collaborative applicant.

(2) *Unified funding agency records.* UFAs that requested grant amendments from HUD, as set forth in § 578.105, must keep evidence that the

grant amendment was approved by the Continuum. This evidence may include minutes of meetings at which the grant amendment was discussed and approved.

(3) *Homeless status.* Acceptable evidence of the homeless as status is set forth in 24 CFR 576.500(b).

(4) *At risk of homelessness status.* For those recipients and subrecipients that serve persons at risk of homelessness, the recipient or subrecipient must keep records that establish “at risk of homelessness” status of each individual or family who receives Continuum of Care homelessness prevention assistance. Acceptable evidence is found in 24 CFR 576.500(c).

(5) *Records of reasonable belief of imminent threat of harm.* For each program participant who moved to a different Continuum of Care due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking under § 578.51(c)(3), each recipient or subrecipient of assistance under this part must retain:

(i) Documentation of the original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant’s case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

(ii) Documentation of the reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other pro-

fessional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

(6) *Annual income.* For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the recipient or subrecipient must keep the following documentation of annual income:

(i) Income evaluation form specified by HUD and completed by the recipient or subrecipient; and

(ii) Source documents (*e.g.*, most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;

(iii) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, employer, government benefits administrator) or the written certification by the recipient’s or subrecipient’s intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or

(iv) To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

(7) *Program participant records.* In addition to evidence of “homeless” status or “at-risk-of-homelessness” status, as applicable, the recipient or subrecipient must keep records for each program participant that document:

(i) The services and assistance provided to that program participant, including evidence that the recipient or subrecipient has conducted an annual

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assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in § 578.37(a)(1)(ii)(F); and

(ii) Where applicable, compliance with the termination of assistance requirement in § 578.91.

(8) *Housing standards.* The recipient or subrecipient must retain documentation of compliance with the housing standards in § 578.75(b), including inspection reports.

(9) *Services provided.* The recipient or subrecipient must document the types of supportive services provided under the recipient's program and the amounts spent on those services. The recipient or subrecipient must keep record that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.

(10) *Match.* The recipient must keep records of the source and use of contributions made to satisfy the match requirement in § 578.73. The records must indicate the grant and fiscal year for which each matching contribution is counted. The records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

(11) *Conflicts of interest.* The recipient and its subrecipients must keep records to show compliance with the organizational conflict-of-interest requirements in § 578.95(c), the Continuum of Care board conflict-of-interest requirements in § 578.95(b), the other conflict requirements in § 578.95(d), a copy of the personal conflict-of-interest policy developed and implemented to comply with the requirements in § 578.95, and records supporting exceptions to the personal conflict-of-interest prohibitions.

(12) *Homeless participation.* The recipient or subrecipient must document its compliance with the homeless participation requirements under § 578.75(g).

(13) *Faith-based activities.* The recipient and its subrecipients must document their compliance with the faith-

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based activities requirements under § 578.87(b).

(14) *Affirmatively Furthering Fair Housing.* Recipients and subrecipients must maintain copies of their marketing, outreach, and other materials used to inform eligible persons of the program to document compliance with the requirements in § 578.93(c).

(15) *Other federal requirements.* The recipient and its subrecipients must document their compliance with the federal requirements in § 578.99, as applicable.

(16) *Subrecipients and contractors.* (i) The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable.

(ii) The recipient must retain documentation of monitoring subrecipients, including any monitoring findings and corrective actions required.

(iii) The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 24 CFR 85.36 and 24 CFR part 84.

(17) *Other records specified by HUD.* The recipient and subrecipients must keep other records specified by HUD.

(b) *Confidentiality.* In addition to meeting the specific confidentiality and security requirements for HMIS data, the recipient and its subrecipients must develop and implement written procedures to ensure:

(1) All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance will be kept secure and confidential;

(2) The address or location of any family violence project assisted with Continuum of Care funds will not be made public, except with written authorization of the person responsible for the operation of the project; and

(3) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of

the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality;

(c) *Period of record retention.* All records pertaining to Continuum of Care funds must be retained for the greater of 5 years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(1) Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served; and

(2) Where Continuum of Care funds are used for the acquisition, new construction, or rehabilitation of a project site, records must be retained until 15 years after the date that the project site is first occupied, or used, by program participants.

(d) *Access to records.* (1) *Federal Government rights.* Notwithstanding the confidentiality procedures established under paragraph (b) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the recipient and its subrecipients that are pertinent to the Continuum of Care grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.

(2) *Public rights.* The recipient must provide citizens, public agencies, and other interested parties with reasonable access to records regarding any uses of Continuum of Care funds the recipient received during the preceding 5 years, consistent with State and local laws regarding privacy and obligations of confidentiality and confidentiality requirements in this part.

(e) *Reports.* In addition to the reporting requirements in 24 CFR parts 84 and 85, the recipient must collect and report data on its use of Continuum of

Care funds in an Annual Performance Report (APR), as well as in any additional reports as and when required by HUD. Projects receiving grant funds only for acquisition, rehabilitation, or new construction must submit APRs for 15 years from the date of initial occupancy or the date of initial service provision, unless HUD provides an exception under § 578.81(e).

§ 578.105 Grant and project changes.

(a) *For Unified Funding Agencies and Continuums having only one recipient.* (1) The recipient may not make any significant changes without prior HUD approval, evidenced by a grant amendment signed by HUD and the recipient. Significant grant changes include a change of recipient, a shift in a single year of more than 10 percent of the total amount awarded under the grant for one approved eligible activity category to another activity and a permanent change in the subpopulation served by any one project funded under the grant, as well as a permanent proposed reduction in the total number of units funded under the grant.

(2) Approval of substitution of the recipient is contingent on the new recipient meeting the capacity criteria in the NOFA under which the grant was awarded, or the most recent NOFA. Approval of shifting funds between activities and changing subpopulations is contingent on the change being necessary to better serve eligible persons within the geographic area and ensuring that the priorities established under the NOFA in which the grant was originally awarded, or the most recent NOFA, are met.

(b) *For Continuums having more than one recipient.* (1) The recipients or subrecipients may not make any significant changes to a project without prior HUD approval, evidenced by a grant amendment signed by HUD and the recipient. Significant changes include a change of recipient, a change of project site, additions or deletions in the types of eligible activities approved for a project, a shift of more than 10 percent from one approved eligible activity to another, a reduction in the number of units, and a change in the subpopulation served.

§ 578.107

(2) Approval of substitution of the recipient is contingent on the new recipient meeting the capacity criteria in the NOFA under which the grant was awarded, or the most recent NOFA. Approval of shifting funds between activities and changing subpopulations is contingent on the change being necessary to better serve eligible persons within the geographic area and ensuring that the priorities established under the NOFA in which the grant was originally awarded, or the most recent NOFA, are met.

(c) *Documentation of changes not requiring a grant amendment.* Any other changes to an approved grant or project must be fully documented in the recipient's or subrecipient's records.

§ 578.107 Sanctions.

(a) *Performance reviews.* (1) HUD will review the performance of each recipient in carrying out its responsibilities under this part, with or without prior notice to the recipient. In conducting performance reviews, HUD will rely primarily on information obtained from the records and reports from the recipient and subrecipients, as well as information from on-site monitoring, audit reports, and information generated from HUD's financial and reporting systems (e.g., LOCCS and e-snaps) and HMIS. Where applicable, HUD may also consider relevant information pertaining to the recipient's performance gained from other sources, including citizen comments, complaint determinations, and litigation.

(2) If HUD determines preliminarily that the recipient or one of its subrecipients has not complied with a program requirement, HUD will give the recipient notice of this determination and an opportunity to demonstrate, within the time prescribed by HUD and on the basis of substantial facts and data that the recipient has complied with the requirements. HUD may change the method of payment to require the recipient to submit documentation before payment and obtain HUD's prior approval each time the recipient draws down funds. To obtain prior approval, the recipient may be required to manually submit its payment requests and supporting documentation

24 CFR Ch. V (4-1-13 Edition)

to HUD in order to show that the funds to be drawn down will be expended on eligible activities in accordance with all program requirements.

(3) If the recipient fails to demonstrate to HUD's satisfaction that the activities were carried out in compliance with program requirements, HUD may take one or more of the remedial actions or sanctions specified in paragraph (b) of this section.

(b) *Remedial actions and sanctions.* Remedial actions and sanctions for a failure to meet a program requirement will be designed to prevent a continuation of the deficiency; to mitigate, to the extent possible, its adverse effects or consequences; and to prevent its recurrence.

(1) HUD may instruct the recipient to submit and comply with proposals for action to correct, mitigate, and prevent noncompliance with program requirements, including:

(i) Preparing and following a schedule of actions for carrying out activities and projects affected by the noncompliance, including schedules, timetables, and milestones necessary to implement the affected activities and projects;

(ii) Establishing and following a management plan that assigns responsibilities for carrying out the remedial actions;

(iii) Canceling or revising activities or projects likely to be affected by the noncompliance, before expending grant funds for them;

(iv) Reprogramming grant funds that have not yet been expended from affected activities or projects to other eligible activities or projects;

(v) Suspending disbursement of grant funds for some or all activities or projects;

(vi) Reducing or terminating the remaining grant of a subrecipient and either reallocating those funds to other subrecipients or returning funds to HUD; and

(vii) Making matching contributions before or as draws are made from the recipient's grant.

(2) HUD may change the method of payment to a reimbursement basis.

(3) HUD may suspend payments to the extent HUD determines necessary

to preclude the further expenditure of funds for affected activities or projects.

(4) HUD may continue the grant with a substitute recipient of HUD's choosing.

(5) HUD may deny matching credit for all or part of the cost of the affected activities and require the recipient to make further matching contributions to make up for the contribution determined to be ineligible.

(6) HUD may require the recipient to reimburse the recipient's line of credit in an amount equal to the funds used for the affected activities.

(7) HUD may reduce or terminate the remaining grant of a recipient.

(8) HUD may condition a future grant.

(9) HUD may take other remedies that are legally available.

(c) *Recipient sanctions.* If the recipient determines that a subrecipient is not complying with a program requirement or its subrecipient agreement, the recipient must take one of the actions listed in paragraphs (a) and (b) of this section.

(d) *Deobligation.* HUD may deobligate funds for the following reasons:

(1) If the timeliness standards in § 578.85 are not met;

(2) If HUD determines that delays completing construction activities for a project will mean that the funds for other funded activities cannot reasonably be expected to be expended for eligible costs during the remaining term of the grant;

(3) If the actual total cost of acquisition, rehabilitation, or new construction for a project is less than the total cost agreed to in the grant agreement;

(4) If the actual annual leasing costs, operating costs, supportive services costs, rental assistance costs, or HMIS costs are less than the total cost agreed to in the grant agreement for a one-year period;

(5) Program participants have not moved into units within 3 months of the time that the units are available for occupancy; and

(6) The grant agreement may set forth in detail other circumstances under which funds may be deobligated and other sanctions may be imposed.

§ 578.109 Closeout.

(a) *In general.* Grants will be closed out in accordance with the requirements of 24 CFR parts 84 and 85, and closeout procedures established by HUD.

(b) *Reports.* Applicants must submit all reports required by HUD no later than 90 days from the date of the end of the project's grant term.

(c) *Closeout agreement.* Any obligations remaining as of the date of the closeout must be covered by the terms of a closeout agreement. The agreement will be prepared by HUD in consultation with the recipient. The agreement must identify the grant being closed out, and include provisions with respect to the following:

(1) Identification of any closeout costs or contingent liabilities subject to payment with Continuum of Care program funds after the closeout agreement is signed;

(2) Identification of any unused grant funds to be deobligated by HUD;

(3) Identification of any program income on deposit in financial institutions at the time the closeout agreement is signed;

(4) Description of the recipient's responsibility after closeout for:

(i) Compliance with all program requirements in using program income on deposit at the time the closeout agreement is signed and in using any other remaining Continuum of Care program funds available for closeout costs and contingent liabilities;

(ii) Use of real property assisted with Continuum of Care program funds in accordance with the terms of commitment and principles;

(iii) Use of personal property purchased with Continuum of Care program funds; and

(iv) Compliance with requirements governing program income received subsequent to grant closeout.

(5) Other provisions appropriate to any special circumstances of the grant closeout, in modification of or in addition to the obligations in paragraphs (c)(1) through (4) of this section.

Exhibit H
Insurance

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

Commercial General Liability

MINIMUM POLICY LIMITS

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | \$2 million per occurrence/\$4 million aggregate |
| <input type="checkbox"/> | Amount required by funding source |
| <input type="checkbox"/> | Other - Amount approved by Risk Manager or required by contract |

Policy must include:

- . Commercial General Liability
- . Damage to Rented Property (\$50,000)
- . Medical Expenses (\$5,000)
- . Personal and Advertising (Same as per occurrence)
- . Products/Completed Operations (Same as per occurrence)

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be approved by Risk Management. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

Aggregate Limits: Per Policy

Automobile Liability

MINIMUM POLICY LIMITS

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$2 million combined single limit per accident for bodily injury and property damage |
| <input type="checkbox"/> | Statutory Amount |
| <input type="checkbox"/> | Amount required by funding source |
| <input type="checkbox"/> | Other - Amount approved by Risk Manager and required by contract |

Insurance with limits as specified below. Coverage shall include owned, hired and non-owned autos and include Lane County and its divisions, commissioners, officers, agents, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).

Workers' Compensation and Employer's Liability

MINIMUM POLICY LIMITS

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Statutory amount (currently \$500,000 in Oregon, other states may vary) |
| <input type="checkbox"/> | Other: minimum of \$1,000,000 when not regulated by statute |

As statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage. Sole proprietors not subject to Workers' Compensation coverage must complete, execute, and submit the Workers' Compensation Coverage Exemption Statement.

- Additional Insured Clause** The liability insurance coverage's required for performance of this contract shall be endorsed to name Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by endorsement, and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

DIRECT ALL INSURANCE RELATED DOCUMENTS FOR YOUR CONTRACT TO YOUR CONTACT AT LANE COUNTY; DO NOT DIRECT YOUR DOCUMENTS TO RISK MANAGEMENT AS THIS WILL RESULT IN DELAYS.

Lane County Sample Contract

Attachment 1B-2: Local Competition Scoring Tool

Included:

- Rating and Ranking Scoring Tool used to evaluate Accepted Project Applications



HUD CoC Unsheltered Supplemental NOFO

Rating and Ranking Criteria – New Projects

OR-500 CoC

Agency:

Project:

Project Type:

Objective and Performance Based Criteria <i>NOFO Requirement: At least 33% of the total points must be based on objective criteria (e.g., cost effectiveness, timely draws, utilization rate, match, leverage), performance data, type of population served (e.g., DV, youth, Veterans, chronic homelessness), or type of housing proposed (e.g., PSH, RRH).</i>		
Criteria	Points Possible	Points Awarded
Project Type is Permanent Housing Model (PSH or RRH) OR Project Type is Non-PH Model (HMIS, CE-SSO, SSO Other, SSO Outreach)	2 points if PH Model 1 Point if Other Type	/2
Population served is Unsheltered Homeless Single Adults (Priority)	2 points if Yes 0 points if No	/2
Project will have 100% participation and track performance outcomes in HMIS	1 Point if Yes 0 points if No	/1
Project will participate in Coordinated Entry for 100% of individuals served	1 Point if Yes 0 Points if No	/1
Project has committed the minimum level of match required – 25%	1 Point if Yes 0 Points if No	/1
Budgeted Costs are reasonable, allowable, and cost effective	2 Points if Yes 0 Points if No	/2
Project will provide meaningful opportunities to engage people with lived experience in design and decision-making.	3 Points if Yes 0 Points if No	/3
Project will incorporate an Equity Framework into the program design and implementation	3 Points if Yes 0 Points if No	/3
Project Aligns with Best Practices and Local Standards	5 Points if Yes 0 Points if No	/5
Project leverages housing or health resources from Non-HUD sources	5 Points if Yes 0 Points if No	/5
Project fills an identified gap in the system and connects to the overall goals outlined in the Plan to Address Unsheltered Homelessness	5 Points if Yes 0 Points if No	/5

In case of a tie, the Ranking Committee will make the final determination of which project should be prioritized first and document the reasons why one project was prioritized over another.

System Performance Criteria

NOFO Requirement: At least 20% of the total points must be based on system performance criteria (e.g., exits to permanent housing destinations, retention of permanent housing, length of time homeless, returns to homelessness).

Criteria	Points Possible	Points Awarded
Project will have a direct, positive impact the following system performance measures:		
Exits to Permanent Housing	2 Points if Yes	/2
Retention in Permanent Housing	1 Point if Yes	/1
Reduction in Length of Time Homeless	2 Points if Yes	/2
Reduce Returns to Homelessness	1 Point if Yes	/1
Increase Income from All Sources	1 Point if Yes	/1
Increase Connection to Non-Cash Benefits	1 Point if Yes	/1
	TOTAL	/38

Comments:

In case of a tie, the Ranking Committee will make the final determination of which project should be prioritized first and document the reasons why one project was prioritized over another.

Attachment 1B-3: Projects Rejected or Reduced Notification

Included:

- Email to Agency – Rejected proposal
- Explanation re: Projects Rejected/Reduced

BORTA Amanda L

From: MORAN Hillary E
Sent: Tuesday, September 6, 2022 2:58 PM
To: grants@allianceor.org
Cc: Renee Yandel; Brynn Grossman
Subject: RE: HIV Alliance proposal for RFP#21224

Dear HIV Alliance Grants Team,

Thank you for your interest in RFP #21224.

Unfortunately, the proposal was evaluated and not selected.

Lane County H&HS continues to post opportunities on the Lane County Website and Oregon Buys.

Please continue to monitor those sites for future opportunities.

Thank you,

Hillary Moran

From: grants@allianceor.org <grants@allianceor.org>
Sent: Monday, August 29, 2022 10:31 AM
To: MORAN Hillary E <hillary.moran@lanecountyor.gov>
Cc: Renee Yandel <ryandel@allianceor.org>; Brynn Grossman <bgrossman@allianceor.org>
Subject: HIV Alliance proposal for RFP#21224

[EXTERNAL △]

Good morning,

Attached is HIV Alliance's application for funding under Lane County HUD Supplemental Unsheltered (RFP #21224). Please reach out if you have any additional questions or needs from us.

Thank you,
Brynn

Brynn Grossman (she/her)
Grants and Communications Coordinator

HIVAlliance

1195 City View St.
Eugene, OR 97402
C: 541-632-3304
P: 541-342-5088 ext. 132
F: 541-342-1150



Lane County Human Services Division
Housing and Community Action Programs
1132 Lawrence Street
Eugene, OR 97401

541.682.4688 phone
541.682.3760 fax

October 5, 2022

For Public Posting

Re: CoC Notification of Rejected or Reduced Applicants

Lane County released a Request for Proposals on August 12, 2022 to solicit potential projects for submission with the Unsheltered Supplemental CoC Application. One proposal was received. No proposals were selected to move forward.

This is a public posting to notify all interested parties that the following projects were rejected and not approved for submission with the FY22 HUD CoC Unsheltered Supplemental Competition process:

Applicant: Lane County
Subrecipient: HIV Alliance
Project: Permanent Supportive Housing Project

Reason: Project proposal did not meet minimum score required to move forward with application to HUD.

The CoC is required to notify all project applicants no later than 15 days before the application deadline regarding whether project applications will be submitted and ranked within the Priority Listing submitted as part of the CoC Consolidated Application. Any project applicants rejected by the CoC must be notified in writing outside of e-snaps, with an explanation for the decision. All project applicants were notified of the final ranking on October 5, 2022.

Amanda Borta, MSW
Sr. Program Services Coordinator, CoC Lead
Lane County Human Services Division

Attachment 1B-3a: Projects Accepted Posting/Notification

Included:

- Screenshot of Public Posting on 10/5/22
- Email to Stakeholders – Notification of Posting

BORTA Amanda L

From: BORTA Amanda L
Sent: Wednesday, October 5, 2022 4:01 PM
To: HARROLD Clifton G; 'Donna Butera'; 'juliew@womenspaceinc.org'; FLECK Mike; SOLOMON Paul (SMTP); MURPHY Shawn (SMTP); 'Shelly'; 'SUSAN.A.LOPEZ@dhsosha.state.or.us'; FOSTER Willy (SMTP); 'Brittany Quick-Warren'; MCALISTER Kris (SMTP); VINIS Lucy K; 'Mattias Smith'; FARR Pat M (LC); VANGORDON Sean (Springfield Mayor); TRIEGER Laurie
Cc: Jacob Fox; MCDONALD Terry (SMTP); 'Foster Martinez'; Wakan Alferes @homesforgood.org; ALLDREDGE Diana Y; BUDD Kate A
Subject: Notice of Posting: Final Ranking
Attachments: Final Ranking Scenario.pdf; 1B-3 Memo Re CoC Notification Rejected or Reduced.pdf



To: Lane County Poverty and Homelessness Board and CoC Co- Applicants

Re: CoC Unsheltered Supplemental NOFO Final Ranking and Priority Listing

The HUD CoC Unsheltered Supplemental NOFO requires that the CoC post publicly and notify applicants if their application(s) were either rejected or accepted and ranked on the Priority Listing, in writing, outside of e-snaps.

Please see email attachment that details the final Ranking to be included in the Priority Listing for submission with this Application.

The Final Priority Listing, Notification of Projects Rejected, and all Project Applications are now posted to the Lane County website:

https://www.lanecounty.org/government/county_departments/health_and_human_services/human_services_division/plans_publications_reports

Thank you,

Amanda Borta, MSW

Sr. Program Services Coordinator | Lane County Human Services Division
1132 Lawrence St. | Eugene, OR 97401

amanda.borta@lanecountyor.gov – new email address! Please be sure to update your contacts.

Plans, Publications & Reports

- Lane County
- Youth Homelessness Demonstration Program 2022
- HUD FY22 Continuum of Care Application
- HUD FY22 Continuum of Care Projects
- HUD Unsheltered Supplemental CoC Application
- [Final CoC Priority Listing - Unsheltered Supplemental Public Posting - Projects Rejected/Reduced Willamette RRH Heceta Housing Navigation - SSO](#)
- HUD 2021 Continuum of Care Application
- HUD 2021 Continuum of Care Projects
- Cities or State



Lane County, Oregon
Moving People who are Unsheltered to Permanent Housing Plan
July 2022 – June 2024

Referenced Documents:

[Lane County Shelter Feasibility Study "TAC" Report - Dec. 2018](#)

[City of Eugene Housing Implementation Pipeline \(HIP\) - 2022-2027](#)

[Eugene Chamber of Commerce State of Homelessness Report - September 2021](#)

[Poverty and Homelessness Board Strategic Plan - FY2022-2023](#)

[Eugene-Springfield 2020 Consolidated Plan for Housing & Community Development](#)

[Lane County Youth Homelessness Coordinated Community Plan FY2022-2024](#)

Local Community Planning

CoC Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs (Part 4) Narrative:

The Lane County Moving People who are Unsheltered Permanent Housing Plan was developed by the CoC board, which is the Poverty and Homelessness Board (PHB). It combined the PHB strategic plan with six other community planning documents that focus addressing the needs of people who are homelessness. This integrated document was then shared with LEAGUE and people with lived expertise of homelessness to identify and/or affirm strategic priorities.

4a(1) Leveraging Housing Resources: Goals 3.2 and 3.4

4a(2) Landlord Recruitment: Goals 3.3 and 3.4

Lane County (LC) has used a landlord mitigation fund within the last three years, providing up to \$2,000 to mitigate a landlord's loss due to unpaid rent and/or damage. During COVID, landlords have been less interested in the fund feeling like their losses could be much higher than the fund allows. LC agencies are also employing housing navigators and/or landlord liaisons to reach out to landlords, provide education regarding programs and provide seven day a week support to the landlord when any clients engage in a lease. This practice has also become more challenging during COVID because landlords had negative experiences with tenants who are low-income in housing programs and are fearful to rent again to anyone who may have housing barriers. Having program staff recruit landlords is most effective because there are agencies located across the county who are imbedded in the community and trusted. Data will be used to identify where households are residing and which areas across the county are there fewer landlords renting to households across the different types of housing programs (vouchers, PSH, RRH). In addition, the housing navigators will look at the demographics of the households being housed and identify any disproportionality based on race, ethnicity or disability.

4c(1) Current Street Outreach Strategy: Goal 1.1

The LC CoC has ten street outreach (SO) teams through LC & local service providers, serving the geographic area & targeting specialized populations including Youth, Frequent Users Systems Engagement (FUSE); SSVF (Vets); PATH; Rural LC; LC Coordinated Entry CWL Outreach; Health Focused Outreach, and Housing Navigation Outreach teams. The main goal of these teams is to connect individuals to housing & support services. All of the SO teams are trained as Front Door Assessors to connect individuals to the Coordinated Entry System (CES). This approach improves accessibility of the CES for people who may not otherwise access mainstream or homeless services. SO teams have Spanish-speaking bilingual staff, cell phones, & bus passes to distribute. Staff are trained in motivational interviewing, harm reduction, and trauma informed practices to increase engagement. SO also employs peers, or people with lived experience, as a strategy to build trust with participants. Currently outreach covers 100% of the accessible geographic area, including the metro area, all of the larger rural communities & the vast majority of outlying areas (LC is nearly 90% forestland). SO is conducted six days a week between all 10 teams. Although the specific times of day each SO team conducts their outreach varies, SO efforts are being provided across our CoC between 8am-9pm, Mon-Sat. Bi-weekly SO case conferencing meetings are hosted by LC staff & attendees include all 10 of the contracted SO teams as well as several other grassroots outreach teams. Through group discussion, utilization of the Homeless By Name List (HBNL), and HMIS data, we are able to identify individuals experiencing homelessness in our community who have not been engaged by SO teams, identify ways to locate them & coordinate outreach engagement. FUSE SO identifies & engages individuals who are regularly accessing emergency rooms & jails, often those least likely to request assistance & highly vulnerable. Through partnerships with local law enforcement, city & county public works depts., unsheltered individuals they come into contact with are identified & shared with LC SO Supervisor who deploys SO teams to engage those individuals. SO teams track those engaged both internally & through HMIS so we are easily able to identify individuals who are being engaged by multiple teams, reduce duplication, and focus efforts on engaging individuals on the HBNL who are not being engaged by any outreach teams. SO are housing first focused with a goal of moving those they are engaging with into permanent housing (PH). The McKinney-Vento Liaison across Lane County School Districts also serve as a key connection to families and youth experiencing homelessness, often being the first touchpoint a household has once experiencing homeless. When an unhoused household is identified by a MV Liaison they are rapidly connected to CE and basic need resources.

4c(2) Current Strategy to Provide Access to Low-Barrier Shelter for Individuals and Families Exp. Unsheltered Homelessness: Goal 1.2
LC CoC is on-track to open two low-barrier, culturally responsive, congregate emergency shelters (ES) before the end of 2022. The largest 75 bed low-barrier shelter will include culturally specific peer supports and behavioral health providers to meet the diverse needs of those in the shelter and living unsheltered in the community. LC CoC also have over 150 pallet shelters providing low-barrier shelter access across all corners of the county. The outcome of moving households from the shelters to PH were higher than the current ES outcomes highlighting the value of the small communities and low-barrier supports. In the last year, the CoC has paired housing navigators with emergency and alternative shelters. The focused navigators have helped to increase movement of residents to PH by 6% in less than six months and are expected to increase further. Keeping caseloads small and focused have been lessons learned thus far.

4c(3) Current Strategy to Provide Access to Low Barrier Permanent Housing for Individuals and Families Exp. Unsheltered Homelessness: Goal 3.2
The entirety of LC is now geographically covered by 10 street outreach teams in order to focus on identifying, engaging and quickly moving individuals and families experiencing unsheltered homelessness into PH. This has only occurred in the last year and proven to be vital to the success of identifying and engage those who are unsheltered in rural areas. The outreach teams follow a Housing First (HF) approach focusing on reducing housing barriers and connecting their clients to the housing assessment and the permanent housing program they may enter. Hiring

outreach and housing program staff who have lived expertise of homelessness and represent the diversity of those experiencing homelessness in LC is a focus of all teams. We have learned hiring people with these skills and experience is possible and improves the overall outcomes of the outreach teams. Moving clients into housing is directly connected to the availability of spots in the PSH and RRH programs. Since PSH and RRH units are prioritized for those with the highest needs, the majority are transitioning from unsheltered homelessness. All PSH and RRH projects are required to following a HF approach. When following a HF approach the CoC has learned the importance of allowing people to bring their partners, pets and possessions with them into housing. As a result, programs are required to meet these needs to the greatest extent of the unit and storage. This has led to a greater number of households who are willing to enter into housing programs.

4(d) *Updating the CoCs Strategy to Identify, Shelter, and House Individuals Exp. Unsheltered Homelessness with Data & Performance* : Goals 1.1, 3.6 and 4.2

The CoC will utilize data to visualize where outreach teams are engaging people who are unsheltered to determine if additional support in specific areas is needed. The outreach teams are directly connected to CE, working with clients to provide housing assessments, to place clients in shelter when they qualify and to reduce barriers into programs once someone has been placed. The outreach teams enter their clients into HMIS and track each engagement. The HMIS services can be viewed by coordinated entry and outreach is often asked to service as a liaison between CE and the client when they are potentially being place into a HF program. Outreach teams are regularly engaging new partners, including law enforcement officials, park rangers, chambers of commerce. Outreach teams actively engage with locally based social service focused groups in order to meet new partners and identify new areas to visit.

The low-barrier shelters in the community receive referrals from the CE of individuals who have high needs are actively enrolled in or soon to be referred to housing programs. Data is used to determine if an individual has high needs and if the individual is engaged with any outreach team. The CoC also reviews the demographics of individuals entering the shelter and the types of exits in order to determine and disparities based on race or disability.

The CoC rapidly houses individuals who have histories of unsheltered homelessness through RRH and PSH. With both programs, data is semi-annually disaggregated by race/ethnicity and disability. Then program entry, exit, exit type, six and 12 month stability are all reviewed to identify disparities and make program changes. Programs are evaluated using data at least annually to ensure projects are meeting program standards and performance expectations, including contributions to improvement on system performance measures.

4(e) *Identify and Prioritize Households Experiencing or with Histories of Unsheltered Homelessness*:

The programs proposed under this NOFO include RRH and SSO – Other Housing Navigation program. Both program types address large gaps in the community for people who are experiencing unsheltered homelessness. Using a HF, culturally responsive approach, the RRH program moves individuals who are unsheltered into PH. Street outreach programs will connect people with a CE assessment, then they will be referred from CE based on its RRH referral process. The RRH program has a low staff to client ratio in order to intensively support the clients, including connecting with mainstream resources.

The Housing Navigation program will focus on supporting people who are unsheltered and have a housing voucher. Currently over 40 individuals are holding housing vouchers, but are unable to identify housing to rent for many different reasons. The CoC recognizes the need to more effectively support these individuals. The local housing authority will be engaged to identify those with outstanding EHV or other types of voucher that prioritize people experiencing homelessness. Then outreach teams, CE, mainstream providers will be engaged to locate the households with the vouchers and begin support.

4(f) *Involving Individuals with Lived Experience of Homelessness in Decision Making:*

The Lane County CoC has an official advisory group to the CoC board, LEAGUE (Lived Experience Advisory Group for Unhoused Engagement), made up 100% of individuals with current or former experience of homelessness. This group provides an avenue for PLE to participate directly in decision-making and advise the CoC on overall planning around homelessness. When a CoC project or decision is being made, it is first brought to LEAGUE to garner feedback and glean their support. At the CoC meeting LEAGUE members have an opportunity to share their thoughts prior to full board votes. One member of LEAGUE also has a voting seat on the CoC board.

All CoC programs are required to survey and provide feedback opportunities to their clients. Then, the programs report back regarding the feedback and what was done as a result of the information. CoC programs are encouraged to hire PLE of homelessness and staff who match the diversity of those experiencing homelessness in the community.

4(g) *Supporting Underserved Communities and Supporting Equitable Community Development:*

The CoC utilizes the HBNL to identify the populations that are not being served by the homeless system at the same rate they are experiencing homelessness. The BNL allows the CoC to see the inflow and outflow of households, including demographics and other relevant data from HMIS. The most underserved populations include single individuals, those who identify their race as indigenous or Native Alaskan, African America and Hispanic/Latino/a. These populations interact with the homeless system primarily through street outreach and emergency shelters. Single individuals are also served through RRH and PSH programs, however the units available greatly dwarf the over 3,000 individuals who are houseless in the community. Those who identify as Indigenous, Alaska Native, African American or Hispanic/Latino/a are disproportionately represented in the PH programs. The CE assessment is being completely overhauled in order to take steps to address disproportionality among the PH programs. The number of outreach teams has doubled in the last year allowing the full geographic area of LC to be covered. It also allowed for outreach teams to become more diverse in culture and lived expertise. The CoC, SO teams and the housing programs have begun engaging with Tribal entities and group. The CoC is also focused on funding culturally specific agencies or groups to provide peer supports, housing navigation and behavioral health supports in low-barrier shelters. In addition, the CoC has been thoughtfully engaging with other culturally specific groups in its geographic area to more intentionally build relationships and identify and engage with those within the communities who are houseless.

Plan Overview

- **Objective ONE:** *Quickly identify and engage all people experiencing homelessness*
 - Goal 1.1 Increase the percentage of people engaged through street outreach teams who move into permanent housing.
 - Goal 1.2 Increase access to interim housing (shelter & transitional housing) and services for people experiencing homelessness.
- **Objective TWO:** *Prioritize People with the greatest housing needs for housing program placement*
 - Goal 2.1 Revise the Coordinated Entry Housing Assessment with a focus on increasing equity and access to housing.
- **Objective THREE:** *Operate an effective and efficient homeless crisis response system.*
 - Goal 3.1 Increase the percentage of Diversion exits to permanent housing.
 - Goal 3.2 Sustain existing PSH units (969 units) and add an additional 120 Housing First Permanent Supportive Housing (PSH) units through new construction, scattered site and other strategies.

- Goal 3.3. Increase the % of interim housing (Emergency Shelter & Transitional Housing) participants who exit to permanent housing.
- **Objective FOUR: Identify and address racial disparities among people experiencing homelessness in Lane County**
 - Goal 4.1 Reduce racial disparities in Rapid Re-housing/Permanent Supportive Housing program access and successful program exits.
 - Goal 4.2 Reduce racial disparities among people experiencing homelessness in Lane County through data, planning and partnerships.
- **Objective FIVE: Reduce Youth Homelessness**
 - Goal 5.1 Reduce Youth Homelessness by progressing the Ending Youth Homelessness Coordinated Community Plan (CCP).

Plan Detail

Objective ONE: Quickly identify and engage all people experiencing homelessness.						
Goal 1.1	Increase the percentage of people engaged through street outreach teams who move into permanent housing.					
	Metric	Tool		Assigned Group		
Benchmarks	FY21-22 %: 16% Increase 4% per year	Lane Co HMIS System Performance Measures		Coordinated Entry Stakeholder Group & Case Conferencing		
Strategies	Sustain FUSE and increase supports provided to clients.	All regions of Lane County have a focused homeless outreach team.	Increase flexibility of the County's barrier busters to permanent housing funding.	Expand Street outreach by two additional staff. All outreach teams are engaged in case conferencing meetings	Provide Housing Focused Outreach training to all outreach teams.	Create one new by name list and focused population group.
Lane County Shelter Feasibility Study "TAC" Report - Dec. 2018						
#1 Expand and Coordinate Street Outreach				#9 Best Practice Trainings – Housing Focused Street Outreach		
City of Eugene Housing Implementation Pipeline (HIP) - 2022-2027						
Increase the safety and stability of individuals by providing developing and deploying street outreach and support for people staying in unsanctioned areas. (2 year)						
Eugene Chamber of Commerce State of Homelessness Report 9.21						
#1 Establish a quality, actionable baseline of data. #5 Coordinate outreach and case management to increase efficiency and effectiveness of our service delivery system. #6 Increase investment in proven sustainable wrap-around services.						
Eugene-Springfield 2020 Consolidated Plan for Housing & Community Development						
Affordable Housing: 100 units of housing for people who are homeless added.						
Youth Homelessness Coordinated Community Plan FY22-24						
1.4.1. Evaluate and adapt current front porch services to ensure language accessibility, accommodations for YYA with disabilities and/or mental health challenges, and youth choice for youth clients.						

1.1.1. Develop a coordinated youth led community outreach and awareness campaign that utilizes mobile outreach, peer supports, educators and schools, social media and other tools to disperse information on where and how YYA can access services.
2.1.1. Increase the number of youth-specific, low-barrier emergency beds with longer stay options across different geographic regions.
Local Community Planning
<ul style="list-style-type: none"> • City of Veneta: Making capital improvements to a city-owned lot that several members of the unhoused community use for shelter. If a road were created into the lot bathroom and other services could be offered. • City of Veneta: Implementing a mobile mental health crisis intervention program to serve the Fern Ridge area

Objective ONE: Quickly identify and engage all people experiencing homelessness						
Goal 1.2	Increase access to interim housing (shelter & transitional housing) and services for people experiencing homelessness.					
	Metric		Tool		Assigned Groups	
Benchmarks	FY21-22: Number of Interim Housing Beds: 1437 FY22-23 Number of New Interim Housing Beds: 300 FY23-24: Number of New Interim Housing Beds: 200		Housing Inventory Chart		Shelter Stakeholders & LEAGUE	
Strategies	Increase cultural awareness within the shelter sites to create welcoming environments for all historically marginalized communities.	Identify and advocate for new funding to sustain low-barrier, interim housing long-term.	Increase shelter accessibility for people with high need by creating three new partnerships between health/BH care providers and shelter/sanctioned shelter alternatives.	Open the 75 bed low-barrier, Navigation Center	Advocate at State and federal levels for new Shelter and permanent housing funding. Advocate for affordable housing development for people with the lowest incomes (30% AMI).	Create one on-demand transportation option such as RideSource, taxi, and bike share are accessible to people in Safe Sleep areas.
#10: 75 Beds Emergency Shelter						
<ul style="list-style-type: none"> • 250 new Safe Sleep site spaces by the end of FY23. (2 year) • Complete the Navigation Center (Emergency Shelter), which will add 75 low-barrier shelter beds in a permanent facility. (2 year) 			<ul style="list-style-type: none"> • Develop and implement an unsheltered homelessness coordinated response protocol. (2 year) • Connect all individuals in city-sponsored shelter beds to supportive services. (2 year) 		<ul style="list-style-type: none"> • Increase provider capacity to operate and support shelter sites (2 year). 	
#3 Strengthen administrative and programmatic capacity for service providers, by focusing on a reimagined funding strategy.						
#4 Prioritize a short-term increase in emergency shelter and enact policies that make it easier to build housing.						

- Identify space, resources and opportunities for collaborative support to create an additional 13 shelter beds.
- Support implementation and on-going efforts of the Lane County Navigation Center and Shankle Brooklyn Street Shelter, which will provide up to 87 additional low-barrier emergency shelter beds, by strategizing how available stakeholder resources and broader community based resources can offer a wrap-around approach.
- Shelter Stakeholders to support continued creation and on-going efforts of the City of Eugene Safe Sleep Sites, including the following sites: 310/410 Garfield, Everyone Village, Rosa, and Chase Commons, by strategizing how available stakeholder resources and broader community based resources can offer a collaborative wrap-around approach.
- Increase shelter accessibility for people with high need by creating three new partnerships between health/BH care providers and shelter/sanctioned shelter alternatives.
- Create one on-demand transportation option such as RideSource, taxi, and bike share are accessible to people in Safe Sleep areas.
- Identify and execute one tangible way to support the City of Eugene in their efforts to create 500 Safe Sleep sites.
- LEAGUE will participate in system mapping exercise to visualize the experience of individuals as they move through the system currently, as well as what a more ideal system would look like with CE improvements. LEAGUE will advise the CE Stakeholder Group on CE improvements through formal recommendations and participation as members on that group.
- Coordinating discharge plans to the most appropriate and safest location possible.

- Community Development Strategy: 20 transitional or emergency beds added.

2.1.4. Expand Host Home recruitment and retention of host households across the community.

3.3.1. Train a wide spread of providers across multiple organizations that can complete Coordinated Entry with YYA including: - Rural organizations - Organizations serving historically marginalized communities - Culturally specific organizations and programs - Secondary and post-secondary education settings

3.4.1. Build on existing pathways and create new outreach efforts including: - School outreach/presentations (assembly/tabling at lunch), - Outreach at grocery stores and libraries - Resource fairs outside of programs (library, schools, business cards at different locations like teen centers, schools), barcode stickers to get information - Advertise on local bulletin boards (take a number flyers), billboards.

- City of Veneta: Permitted the Fern Ridge Community Services Transitional Housing program.
- City of Cottage Grove: Releasing a Request for Proposal for a Non-congregate shelter program.

Objective TWO: Prioritize People with the greatest housing needs for housing program placement.			
Goal 2.1	Revise the Coordinated Entry Housing Assessment with a focus on increasing equity and access to housing.		
	Metric	Tool	Assigned Groups
Benchmarks	FY21-22: Utilizing the VI-SPDAT FY22-23: Adopt an updated assessment for adults and youth. FY23-24: Assess equity measures and adjust/change assessment(s).	Utilized Assessment Tool for adults and youth (may be separate tools)	Coordinated Entry Workgroup Youth Homelessness Solutions Workgroup

Strategies	Research the assessment tools of other communities.	Review housing placement inequities and create a continuous quality improvement loop.	Explore utilizing existing measures of vulnerability.	Engage culturally specific groups in the process.	Create and adopt a "dynamic prioritization" policy for Coordinated Entry referrals. Fully implement case conferencing as determine of Coordinated Entry referral rather than VI-SDPAT score.
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#7 Coordinated Entry Changes

- Create and adopt a new/updated housing assessment tool that more accurately assesses vulnerability of those accessing coordinated entry.
- After the new assessment tool is implemented, create and adopt a continuous quality improvement loop policy to assess progression toward equity via the housing assessment.
- Create and adopt a "dynamic prioritization" policy for Coordinated Entry referrals. Fully implement case conferencing as determine of Coordinated Entry referral rather than VI-SDPAT score.

Community Development Strategy: 20 transitional or emergency beds added.

- 3.2.1. Review current Coordinated Entry system with youth and providers to advocate for improvements and changes, tailored specific to historically marginalized populations
- 3.2.2. Advocate for bilingual staff to be trained on Coordinated Entry

Objective THREE: Operate an effective and efficient homeless crisis response system.

Goal 3.1	Increase the percentage of Diversion exits to permanent housing.				
	Metric		Tool		Assigned Group
Benchmarks	FY21-22: 40% - Increase by 10% each year		Lane County HMIS		Coordinated Entry Workgroup
Strategies	Create a Diversion program connected to coordinated entry	Increase access to Diversion assistance for people not connected with homeless services.	Train CE staff and front door assessors in Diversion conversations. Identify ongoing training opportunities for new staff.	Monitor the demographics of people entering diversion versus the exit type. Adjust access, if needed.	Engage with culturally specific groups (BIPOC/LGBTQ+) to share information about Diversion access and other programs.

#2 Expand Diversion & Rapid Exit Strategies **#9 Best Practice Trainings: Diversion/Motivational Interviewing**

- Create and adopt a new/updated housing assessment tool that more accurately assesses vulnerability of those accessing coordinated entry.
- After the new assessment tool is implemented, create and adopt a continuous quality improvement loop policy to assess progression toward equity via the housing assessment.
- Create and adopt a "dynamic prioritization" policy for Coordinated Entry referrals. Fully implement case conferencing as determine of Coordinated Entry referral rather than VI-SDPAT score.

• Affordable Housing: 100 units of housing for people who are homeless added.

- 3.2.1. Review current Coordinated Entry system with youth and providers to advocate for improvements and changes, tailored specific to historically marginalized populations
- 3.2.2. Advocate for bilingual staff to be trained on Coordinated Entry

Objective THREE: Operate an effective and efficient homeless crisis response system.

Goal 3.2	Sustain existing PSH units (969 units) and add an additional 120 Housing First Permanent Supportive Housing (PSH) units through new construction, scattered site and other strategies.					
	Metric		Tool		Assigned Group	
Benchmarks	FY21-22: 969 units Increase by 60 units annually.		Lane County Housing Inventory Chart		Identified new of existing Permanent Housing focused group.	
Strategies	Prioritize funding for the sustainability of existing PSH units and those in the pipeline.	Identify additional resources for PSH supportive services.	Collaborate with behavioral health providers to increase on-site BH support for site-based facilities and access to BH supports for those in scattered site programs.	Monitor the demographics of people entering into PSH programs and the exit types to identify and address inequities.	Identify/Create a multi-jurisdictional workgroup to focus on this work.	Advocate at State and federal levels for new Shelter and permanent housing funding. Advocate for regulations and investments that increase affordable housing for people with the lowest incomes (30% AMI).

#4: 350 Units of Permanent Supportive Housing

- Support 50 new PSH units. (2 year)
- Meet the TAC goal for 263 new PSH units.

#3 Strengthen administrative and programmatic capacity for service providers, by focusing on a reimagines funding strategy.
 #4 “Right size” our permanent supportive housing options by utilizing affordable housing models like CA’s Project Homekey which provides funding to purchase hotels/motels to create emergency shelter.
 #6 Increase investment in proven sustainable wrap-around services.

- 4.1.3. Leverage housing vouchers and additional funding to introduce PSH housing for youth that incorporate unique and equitable supports into programming including mental health, disability, addiction, gender identity, and pregnant or parenting services.
- 4.1.1 Establish clear partnership and agreed upon objectives with local housing authority and nonprofits to support youth experiencing homelessness.
- 4.2.2. Advocate to the State for an increase in rent caps.

Objective THREE: Operate an effective and efficient homeless crisis response system.

Goal 3.3	Increase the % of interim housing (Emergency Shelter and Transitional Housing) participants who exit to permanent housing.
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	Metric			Tool		Assigned Group	
Benchmarks	FY21-22: ES - 12%, TH- 41% - Increase by 5% annually.			HMIS STELLA P		Shelter Stakeholder Group	
Strategies	Provide interim housing staff with diversion conversation training.	Work collaboratively with the housing authority to prioritize people who are houseless for vouchers and make sure those with vouchers are able to lease up.	All interim housing programs have at least one staff member focused on navigating housing options and barriers with residents.	Create a collaborative or site specific barrier busters-like fund for shelter staff to assist residents with moving to permanent housing.	Increase cultural awareness within the shelter sites to create welcoming environments for all historically marginalized communities.	Create one new by name list and focused population group.	
• #8 Landlord Partnerships				• #6 Tenancy Supports			
<ul style="list-style-type: none"> • #4 Increase rentals available for RRH and Section 8 vouchers by educating landlords about the benefits of participating. • #5 Coordinate outreach and case management to increase efficiency and effectiveness of our service delivery system. • #6 Increase investment in proven sustainable wrap-around services. 							
<ul style="list-style-type: none"> • Help facilitate at least two events, ie. Employment Resource Fairs, to connect employers, employment services, and those who are unhoused. These Fairs would “go to” those who are unhoused rather than them coming to us. • Hold 4-6 Focus Groups from stakeholders to help guide the work we do. (Employers, Employment Providers, Shelter Providers, Unhoused.) • Increase cultural awareness within the shelter sites to create welcoming environments for all historically marginalized communities. • Develop systems to better support individuals experiencing homelessness who are discharging from the hospital in: <ul style="list-style-type: none"> i. Establishing primary care (if not otherwise established). ii. Accessing appropriate medications prescribed as part of both a specific hospitalization and other ongoing treatment plans iii. Attending all recommended Primary Care, Behavioral Health, and Specialty visits iv. Following all other recommendations for treatment • Add two outreach staff who are able to follow up with people in the community after discharge. • Two Work Group members will participate on the Eugene Area Chamber of Commerce Business Leadership Taskforce subgroup working with employers, employment providers, and shelter providers to increase pathways to employment for those who are unhoused but sheltered. 							
<ul style="list-style-type: none"> • Provide rental assistance for housing stability and homelessness prevention • Remove barriers to affordable and supportive housing • Promote economic development and employment opportunities through the creation of jobs and business development 							
<ul style="list-style-type: none"> • 5.2.1. Conduct outreach and elevate relationships with new or smaller organizations and community partners that are serving historically marginalized populations, and incorporate them into program and service expansion. • 2.1.3. Partner with Lane County Renters Association to recruit and build landlord engagement strategies to assist young people in accessing units or eviction prevention 							

Objective THREE: Operate an effective and efficient homeless crisis response system.					
Goal 3.4	Improve Rapid Re-Housing: Increase the percentage Rapid Re-Housing Clients moving from unsheltered status into housing and the percentage who exit positively.				
	Metric		Tool	Assigned Group	
Benchmarks	FY21-22: Unsheltered to Housing- 72% - Increase by 8% Annually Positive Exits- 68% - Increase by 5% Annually Expand Rapid Re-Housing – 171 Units - Increase by 15% Annually		HMIS	Identified new of existing Permanent Housing focused group.	
Strategies	Provide comprehensive RRH training to program staff. Create a way for future staff to receive training.	Review demographics (race/ethnicity) status of RRH adult clients at entry, housed status, exit and post program. Create new strategies to address inequities.	Identify ways the Lane County landlord liaison staff member can support the goal.	Identify a work/task group (new or existing) to include a focus on PSH and RRH programs.	Increase RRH wraparound service partners, including culturally specific, employment, BH, PH and basic need supports.
<ul style="list-style-type: none"> • #3 Expand & Coordinate Rapid Rehousing • #8 Landlord Partnerships 			<ul style="list-style-type: none"> • #9 Best Practice Trainings – RRH • #10: 75 Beds Emergency Shelter 		
<ul style="list-style-type: none"> • #5 Coordinate outreach and case management to increase efficiency and effectiveness of our service delivery system. • #6 Increase investment in proven sustainable wrap-around services. 					
<ul style="list-style-type: none"> • Affordable Housing: 100 units of housing for people who are homeless added. 					
<ul style="list-style-type: none"> • 4.3.2. Utilize YHDP funds to develop a joint TH-RRH program that has flexible length of stay dependent on youth needs. 					

Objective THREE: Operate an effective and efficient homeless crisis response system.					
Goal 3.5	Increase the number of respite beds available to those who are unhoused to be placed in by physical health partners.				
	Metric		Tool	Assigned Group	
Benchmarks	FY21-22: 22 Beds - Increase by 5 beds annually		Housing Inventory Chart	Health and Housing Workgroup	
Strategies	Identify BH and health care partners with similar goals to leverage work.	Review respite models in other communities, including funding approach.	Facilitate collaborations between shelter/housing programs, end of life care supports and long-term care providers to more effective support client needs.	Develop a set of recommendations for how safe sleep sites can better meet the needs of individuals with medical needs.	Advocate for additional respite and assisted living options for people who are houseless and may have BH challenges.

- #6 Create supervised Medical Respite beds for unhoused individuals recovering from medical procedures or illness.
- #7 Identify locations that can provide end-of-life and long-term care for individuals without financial resources to acquire that care on their own.
- Increase the number of safe places that prioritize people based on medical need
- Develop a set of recommendations for how safe sleep places can better meet the needs of individuals with medical needs

Objective THREE: Operate an effective and efficient homeless crisis response system.

Goal 3.6	Reduce Community stigma related to homelessness while working to address the challenge and advocate for change				
	Metric			Tool	Assigned Group
Benchmarks	FY21-22: Zero Activities Annually: - One public campaign including visual and updates. - Training/Education for at least two non-traditional partners. Create an advocacy opportunity plan for the COC.			Product	Chamber Collaborative LEAGUE
Strategies	Identify at least one advocacy opportunity to share with the general public.	LEAGUE will do one activity to advocate for a Homeless Bill of Rights that recognizes the rights and responsibilities of individuals experiencing homelessness in Lane County.	LEAGUE will identify advocacy opportunities and create a public policy agenda that aligns with the values of the Continuum of Care, including Housing First, Permanent Housing, decriminalization, and person-centered services.	Provide free education to at least two employers about homelessness, i.e. Lunch & Learns to specific industry sectors.	Increase transparency regarding homelessness programs, jurisdictional collaborations and agencies.

• #8 Improve communication, transparency and accountability among all stakeholders, to rebuild community trust and instill a sense of hope.

- Provide free education to at least two employers about homelessness, i.e. Lunch & Learns to specific industry sectors.
- LEAGUE will identify advocacy opportunities and create a public policy agenda that aligns with the values of the Continuum of Care, including Housing First, Permanent Housing, decriminalization, and person-centered services.
- LEAGUE will do one activity to advocate for a Homeless Bill of Rights that recognizes the rights and responsibilities of individuals experiencing homelessness in Lane County.
- Plan a recommendation to tie legislation to employment as part of the homelessness solution.
- LEAGUE will do one activity to advocate for an improved rental system that includes streamlined application processes (e.g., One App), tenant protections, landlord advocacy and strategic use of vacant units in Lane County.
- Providing a respectful and understanding approach to care for people without homes and reduce the stigma people without homes experience when accessing the healthcare system. As part of this goal it is important to increase accountability by giving people experiencing homelessness and advocates opportunities to communicate if they do not feel the tenants of this agreement are being upheld. LEAGUE will contribute to increasing public awareness around the experiences of homelessness.

Support programs that assure housing opportunities are provided without discrimination through Fair Housing events and Housing Policy Board.

1.1.2. Establish intentional collaboration between local education systems and community partners to: - Develop resource referral protocols - Integrate education services and homework into access points - Hire peer support navigators in schools who are specialized in identifying YYA experiencing homelessness and connecting them to front porch services. - Formalize an information sharing agreement between McKinney-Vento liaisons and youth-serving agencies about school aged youth accessing services

Objective FOUR: Identify and address racial disparities among people experiencing homelessness in Lane County.					
Goal 4.1	Reduce racial disparities in Rapid Re-housing/Permanent Supportive Housing program access and successful program exits.				
	Metric		Tool	Assigned Group	
Benchmarks	Reduce disparities identified annually. American Indigenous - RRH Exits – 46% (White- 69%) & PSH Exits- 25% (White-34.4%) African-American - PSH Exits – 17% (White 34.4%) Latinx/Hispanic - RRH Exits – 58% (White 69%)		HMIS	Poverty & Homelessness Board	
Strategies	Eliminate use of "buckets" of separate Centralized Wait Lists for PSH and RRH. Have one list and make available housing resources available to all who are eligible.	Increase assessment of racial equity in funder contracting and monitoring processes.	Provide funding for agency and/or cohort based DEI implicit bias and cultural awareness training.	Increase population (disability, LGBTQ+) and culturally specific groups receiving funding to support people who are houseless.	Engage with LEAGUE, culturally specific groups and BIPOC individuals with lived experience of homelessness to identify barriers that led to disparities.
• #7 Coordinated Entry Changes			• #9 Best Practice Trainings – DEI, cultural awareness, implicit bias.		
• Support protected classes through innovative strategies.					
• #8 Improve communication, transparency and accountability among all stakeholders, to rebuild community trust and instill a sense of hope.					
• Eliminate use of "buckets" of separate Centralized Wait Lists for PSH and RRH. Have one list and make available housing resources available to all who are eligible.					
• Add at least two additional coordinated entry access points in Lane County.					
3.2.3. Advocate for program staff to be trained on racial equity, cultural competency, and implicit bias.					

Objective FOUR: Identify and address racial disparities among people experiencing homelessness in Lane County.			
Goal 4.2	Reduce racial disparities among people experiencing homelessness in Lane County through data, planning and partnerships.		
	Metric	Tool	Assigned Group
Benchmarks	See Racial Equity Comparisons in 4.1	HMIS & Census	PHB Executive Committee and Staff

Strategies	Cultivate non-traditional partnerships that support people experiencing homelessness.	Consider a standard, core curriculum for new hires to the homeless service sector to improve efficiency, quality and consistency in case management and service delivery, as related to cultural awareness.	Advocate for a minimum administration threshold for all jurisdictional contracts.	Review committees and workgroups across the community to identify PHB subcommittee overlap, identify outcomes each group is focused on and develop/strengthen partnerships.	Engage with American Indigenous population groups to develop and strengthen relationships.
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#5 Move-On Strategies (Move people who no longer need PSH into subsidized housing).

- Cultivate non-traditional partnerships that support people experiencing homelessness. (5 year)
- Throughout the HIP period utilize the Racial Equity lens tools.

- #1 Establish a quality, actionable baseline of data.
- #2: Convene leaders from across sectors to agree on shared goals and align around strategic actions to end homelessness.
- #3 Consider a standard, core curriculum for new hires to the homeless service sector to improve efficiency, quality and consistency in case management and service delivery.
- #4 Improve the RFP system at the city and county level to allow for funds to cover overhead and administration at a level that will enable nonprofits to pay living wages, reduce turnover but still be held accountable to outcomes.

- Establish the process and expectations for developing a three-year Poverty and Homelessness Board plan.
- Add metrics and accountability tracking to the one year strategic plan.
- Review and clearly define the role of the PHB through a review of the governance bylaws.
- Review committees and workgroups across the community to identify PHB subcommittee overlap, streamline focus areas and develop/strengthen partnerships.

3.2.3. Advocate for program staff to be trained on racial equity, cultural competency, and implicit bias.

Objective FIVE: Reduce Youth Homelessness			
Goal 5.1	Reduce Youth Homelessness by progressing the Ending Youth Homelessness Coordinated Community Plan (CCP)		
	Metric	Tool	Assigned Group
Benchmarks	FY21-22: 823 youth and young adults experiencing homelessness - Reduce by 5% Annually	HMIS – Youth By Name List	Youth Homelessness Solutions Workgroup

Strategies	5.3.1. Assess current staff compensation, identify wage disparities and inequities, and develop a compensation plan that provides thriving wages.	5.3.3. Increase the number of positions within all levels of organizations for youth with lived experience. - Identify and address barriers for YYA with experience to gain employment	6.2.1. Advocate to hire peer support navigators in secondary and postsecondary schools who are specialized in identifying YYA experiencing homelessness and connecting them to front porch services.	6.3.1. Convene stakeholders Lane Early Learning Alliance, Relief Nursery, Head Start, and other affordable childcare providers to advocate for resources to pregnant and parenting YYA.	6.3.2. Convene stakeholders Lane Early Learning Alliance to expand childcare resources and increase accessibility for YYA living in rural and historically marginalized communities.
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#9 Best Practice Trainings: Youth Centered Programming, Positive Youth Development

- Create 25 new TH/Rapid Re-housing program spots for youth utilizing the YHDP grant.
- Develop a homeless diversion program for families and unaccompanied youth in conjunction with the school districts (i.e. periodic homeless, precariously housed, doubled up) using the YHDP funds. Identify flexible funding to address critical barriers to stabilization. Serve at least 30 youth headed-households.
- Increase supportive services to youth by three programs in order to identify unaccompanied youth and young adults experiencing literal homelessness or at imminent risk of homelessness and connect them to appropriate resources to maintain or attain stabilization.

See strategies above for Youth Homelessness Coordinated Community Plan Strategies: 5.3.1, 5.3.3, 6.2.1, 6.3.1 and 6.3.2.