

**JOINT OFFICE OF HOMELESS SERVICES  
INTERGOVERNMENTAL AGREEMENT  
CONTRACT NUMBER:**

This Joint Office of Homeless Services Intergovernmental Agreement (this “*Agreement*”), dated this 1st day of July 2016 (“*Effective Date*”), is made and entered into by and between the City of Portland, acting by and through its Portland Housing Bureau (the “*City*” or “*PHB*”), and the Multnomah County (the “*County*”). The City and the County may be referred to jointly herein as the “*Parties*” or individually as a “*Party*”.

**RECITALS**

- A. Multnomah County is experiencing a housing crisis with a shortage of affordable housing for very low-income households. The *2015 Point-In-Time* report shows 3,800 individuals who are homeless in Multnomah County on any given night, with an estimated 12,000 more who are in unsafe situations and imminently at risk of becoming homeless;
- B. The Parties have historically funded activities to support and house a diverse range of homeless populations, with both jurisdictions demonstrating a commitment to collaborative funding and coordinated planning efforts, as stated in the City’s Urban Services Policy and Multnomah County’s Resolution A, adopted in March 1983;
- C. The Parties’ collaborative commitment to homeless services is also codified in both governments’ planning efforts for federal funds from the U.S. Department of Housing and Urban Development (“*HUD*”). This includes the Continuum of Care (“*CoC*”) program, which provides housing and services for people who are homeless, and the Consolidated Plan, a community-wide housing and community development strategy with funding from the Emergency Solutions Grant (“*ESG*”), Home Investment Partnerships Program (“*HOME*”), and the Housing Opportunities for Persons With AIDS (“*HOPWA*”) grants;
- D. The Parties, along with other jurisdiction and community partners, were key partners in the planning efforts of Home Again, adopted in December 2004 as our community’s *Ten-Year Plan to End Homelessness*;
- E. Building on past successful collaborative efforts, in April 2013, the Portland City Council, Multnomah County Board of Commissioners, and Home Forward Board of Commissioners adopted the framework prescribed in *A Home for Everyone: A United Community Plan to End Homelessness in Portland and Multnomah County* (the “*Plan*”);
- F. In July 2014, to demonstrate further support of the Plan, the Portland City Council, the Multnomah County Board of Commissioners, Home Forward Board of Commissioners, and Gresham City Council entered into an Intergovernmental Agreement to form the A Home for Everyone Coordinating Board (the “*Board*”);
- G. The Board serves as the governing board of the Portland/Gresham/Multnomah County CoC, a program funded by HUD to promote community-wide investment to address homelessness.

In addition to CoC funds, the local governments involved with the CoC program (the Parties and the City of Gresham), as well as Home Forward, are committed to investing local funds and support in a manner consistent with the Plan;

- H. Using the collaborative leadership model outlined in the Plan, the Parties have led a communitywide effort to end homelessness among Veterans through the Home for Every Veteran initiative, which successfully housed 700 Veterans from January to December 2015;
- I. To build upon prior successes, and to formalize the collaborative model intended through the Plan, the Parties in October 2015 proposed the creation of the Joint Office of Homeless Services (the “*Joint Office*”) to centralize their respective funding, policy, and planning efforts for homeless services;
- J. In January 2016, a steering committee comprised of leadership and staff from the Parties (the “*Steering Committee*”) was formed to explore the feasibility of the Joint Office and to plan a process for its creation;
- K. The Steering Committee recommended that the Joint Office be hosted by the County. The County funds key services that serve those who experience homelessness. The Steering Committee believed that better alignment with those service entities, including the Department of County Human Services (“*DCHS*”), the County’s Health Department, and the County’s Department of Community Justice, will improve outcomes for People Experiencing Homelessness (as hereinafter defined);
- L. The Steering Committee also recognized the need to retain close alignment with PHB, and to strengthen interaction with other City bureaus;
- M. The Steering Committee further acknowledged and agreed that PHB should retain certain responsibilities, including tenant protection policies and implementation, City funded Permanent Supportive Housing (as hereinafter defined), and its current responsibilities for Homeless Management Information System (“*HMIS*”). Similarly, the Steering Committee recommended that DCHS should retain certain responsibilities, including current HMIS responsibilities, housing stability, assertive engagement training, domestic violence policy and prevention, and anti-poverty programs;
- N. Through their respective budget planning processes and proposals, the Parties in March 2016 developed an administrative and funding infrastructure to support and facilitate the creation of the Joint Office in accordance with the Steering Committee’s recommendations and the goals and priorities of the Plan;
- O. In April 2016, the Portland City Council and Multnomah County Board of Commissioners held a joint session in which City and County commissioners expressed shared agreement to the values and organizing principles of the Plan and the establishment of the Joint Office. These include prioritizing vulnerable populations, advancing racial equity, community engagement, strengthening system capacity, and accountability to outcomes;

- P. The formation of the Joint Office and the consolidation and clarification of roles set forth in this Agreement will enable the Parties and their community partners to align staff efforts with the goal of improving outcomes for People Experiencing Homelessness in Multnomah County;
- Q. Although the Joint Office is closely aligned with the goals and priorities of the Plan, it is currently envisioned as a joint office that is funded only by the Parties and not the other Plan partners; and
- R. The Parties have established Baseline Funding Amounts, defined below, which are used to set the minimum funding level for the Joint Office, but anticipate that the success of the Joint Office may need funding at levels exceeding the Baseline Funding Amounts.

## **AGREEMENT**

Now, therefore, the Parties agree as follows:

- 1. **Definitions.** Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings set forth in this **Section 1**.

### 1.1. Funding Amounts.

- 1.1.1. Baseline Funding Amounts. “*Baseline Funding Amount*” means the minimum amount a Party must commit to fund the Joint Office in a given budget cycle to avoid dissolution of the Joint Office and termination of this Agreement.

- 1.1.1.1. City Baseline Funding. The City’s Baseline Funding Amount is Fifteen Million and No/100 dollars (\$15,000,000.00) (the “*City Baseline Funding Amount*”). Any change to the City Baseline Funding Amount must be by written amendment to this Agreement approved by the City Council and the Board of County Commissioners.

- 1.1.1.2. County Baseline Funding. The County’s Baseline Funding Amount is Fifteen Million and No/100 dollars (\$15,000,000.00) (the “*County Baseline Funding Amount*”). Any change to the County Baseline Funding Amount must be by written amendment to this Agreement approved by the City Council and the Board of County Commissioners.

- 1.1.2. Total Funding Amounts. “*Total Funding Amount*” means a Party’s Baseline Funding Amount plus any additional funding allocated for transfer to the Joint Office through the Party’s last adopted budget.

- 1.1.2.1. City Total Funding. The City’s total funding amount is equal to the City Baseline Funding Amount plus any additional funding allocated for transfer to the Joint Office through the City’s last adopted budget (the “*City Total Funding Amount*”).

- 1.1.2.2. County Total Funding. The County's total funding amount is equal to the County Baseline Funding Amount plus any additional funding allocated for transfer to the Joint Office through the County's last adopted budget (the "*County Total Funding Amount*").
- 1.2. Inflation Factor. "*Inflation Factor*" means a rate of inflation based on the annual change in the Portland-Salem OR-WA Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), or any successor index, with a two percent (2%) floor.
- 1.3. People Experiencing Homelessness. "*People Experiencing Homelessness*" refers to individuals meeting the definition of homelessness according to HUD guidelines, as well as youth and families with children that meet other federal definitions of homelessness, and those who are imminently at risk of losing access to their housing. For the purposes of this Agreement, the homeless status of those served will be verified through HMIS records and reports.
- 1.4. Permanent Supportive Housing. "*Permanent Supportive Housing*" means permanent housing with supportive services to assist People Experiencing Homelessness who have a disability to live independently. Supportive services are designed to meet the needs of participants and must be offered for the entire duration of program participation. Permanent Supportive Housing may be single site, scattered site, or clustered, and can be integrated with affordable or market-rate units. Housing assistance can be project-based (tied to a unit) or tenant-based (tenant must secure a unit in the market).
- 1.5. Service Contracts. "*Service Contracts*" means contracts with direct service providers for the provision of services to families, youth, victims of domestic violence, and single adults in need of housing support, and includes the procurement and administration of such contracts. These services are provided in the form of information and referral, access, and training; housing placement and retention; transitional supportive housing; permanent supportive housing; employment benefits; health care services; and emergency services.
2. **Term**. This Agreement is effective on the Effective Date and will continue in effect for a period of five (5) years (the "*Term*"), until June 30, 2021 (the "*Termination Date*"), unless terminated earlier or extended as provided herein.
3. **Joint Office Authorization, Joint Office Director**. Not later than June 30, 2016, the Multnomah County Board of Commissioners shall have created by ordinance the Joint Office. The Chair of the Multnomah County Board of Commissioners (the "*Chair*"), in consultation with the City's Commissioner-in-Charge of PHB, shall appoint the administrator leading the Joint Office (the "*Joint Office Director*") pursuant to the authority of the Chair set forth in Chapter 6 of the Multnomah County Charter, with such director reporting directly to, and serving at the pleasure of, the Chair. In addition to serving as the Joint Office's principal administrator, the Joint Office Director shall advise the Portland City Council and Multnomah County Board of Commissioners on matters of concern to the Joint Office.

4. **Joint Office Staffing.** The Joint Office shall be staffed solely by employees of the County. The County shall be considered the sole employer of all Joint Office employees, including employees transferred from the City to the County pursuant to this Agreement, for all purposes, including employment relations and liability as the result of the operation of the Joint Office.
5. **Transfer of Service Contracts.** The Service Contracts currently administered by PHB for provision of direct services to single adults in need of housing support are set forth in **Exhibit A**. The City desires to assign and transfer to the County all of the City's right, title, and interest in the Service Contracts, and the County desires to accept all such right, title, and interest, and assume all obligations under the Service Contracts. Accordingly, as of the Effective Date, the City hereby assigns, transfers, and conveys to the County all of the City's right, title, and interest in the Service Contracts. As of the Effective Date, the County hereby accepts the above assignment, assumes all of the obligations under the Service Contracts, and agrees to perform and discharge all such obligations in accordance with the terms and conditions of such Service Contracts. The County shall, for the initial year of this Agreement, administer the Service Contracts assigned to and assumed by the County. Thereafter, the County may, at its discretion, in consultation with PHB, and in compliance with the County's procurement rules, procure contracts for the services delivered pursuant to the assigned Service Contracts.

The City will transfer to the County all records related to the Service Contracts transferred under this Agreement. To the extent the actual transfer of records is not practicable, the City agrees to provide the County with full access to all current and archived records relating to transferred Service Contracts at the request of the County.

In addition, all contracts identified in **Exhibit B** for provision of direct services to families, youth, and victims of domestic violence in need of housing, will be administered by the Joint Office.

6. **Transfer of Employees.** Effective July 1, 2016, the City will transfer four (4) positions from the Housing Access and Stabilization Team at PHB to the County pursuant to ORS 236.610.
  - 6.1. The transfer will include the following positions, identified by their City class specification:
    - 6.1.1. one (1) position with the City classification specification "Program Manager";
    - 6.1.2. one (1) position with the City classification specification "Housing Program Coordinator";
    - 6.1.3. one (1) position with the City classification specification "Housing Program Specialist"; and

6.1.4. one (1) limited term position with the City classification specification “Housing Program Coordinator”.

The transfer will also include the City employees identified on **Exhibit C** (each a “*Transferred Employee*” and collectively the “*Transferred Employees*”). The Transferred Employees shall become employees of the County as of July 1, 2016, subject to the terms and conditions of employment provided under Oregon law and the Employee Transfer Agreement contained in **Exhibit C** (the “*Employee Transfer Agreement*”).

- 6.2. The wage rate for each Transferred Employee shall not be reduced as a result of the transfer during the first twelve (12) months of employment with the County in accordance with ORS 236.610(2). After the initial twelve (12) months of employment with the County, each Transferred Employee’s wage rate will remain the same until such time as the County initiates and completes a classification study or the range maximum surpasses the Transferred Employee’s pay rate in accordance with the terms of the Employee Transfer Agreement.
- 6.3. Pursuant to ORS 236.620(c), for purposes of seniority and benefit accrual calculations, the seniority of the Transferred Employees accrued at the City will be treated as seniority accrued at the County. The County will recognize both classification seniority and County-wide seniority. Each Transferred Employee’s classification seniority date and City-wide seniority date is as listed in **Exhibit C**.
- 6.4. The Transferred Employees are permitted to retain up to one hundred and sixty (160) hours of accrued unused vacation leave as agreed to by the City, the County, and each Transferred Employee. The amount of vacation leave retained by each Transferred Employee is listed in **Exhibit C**.
- 6.5. The City shall transfer to the County all of the accrued sick leave of each Transferred Employee. The City shall have no liability for payment to the County for the transfer of accrued leave.
- 6.6. All accrued leave transferred to the County shall be subject to the County’s personnel rules or collective bargaining agreement provisions regarding use, payout, and maximum accrual rate.
- 6.7. Compensatory leave, personal leave, or other similar leave shall not be transferred.
- 6.8. All Transferred Employees shall be entitled to coverage under the County’s current health insurance plans. The County shall seek a waiver of any benefit waiting period for preexisting conditions with its health insurer. The City shall reimburse the County for additional premium costs, if any, resulting from such waiver for a period not to exceed twelve (12) months.
- 6.9. The City will provide the County with the employment records of the Transferred Employees at the time of transfer.

- 6.10. The Parties are existing Public Employees Retirement System (“*PERS*”) employers and are not subject to ORS 238.231. Pursuant to ORS 236.610(7), the Parties acknowledge that there shall be no unfunded liability or surplus paid or credited to or by the other Party for the Transferred Employees. All PERS-qualified Transferred Employees shall continue their existing PERS status upon transfer to the County.
- 6.11. The Parties agree that the County waives any claim it may have against the City for any PERS unfunded liability related to the Transferred Employees existing on June 30, 2016, and the City agrees to waive any claim it may have against the County to reimburse the City for any PERS surplus related to the Transferred Employees existing after June 30, 2016.
- 6.12. The City will provide the County with the employment records of the Transferred Employees at the time of transfer.
- 6.13. The City will provide the Transferred Employees with copies of documents that are non-privileged or otherwise subject to disclosure under Oregon law and necessary to continue operations at the County as determined by PHB. In the event of accidental disclosure of privileged or exempt documents or data containing personally identifiable information to the Transferred Employees or other parties not entitled to the information, all copies of the disclosed information, including hard copies and those copies in electronic format, shall be immediately returned to the City.

## **7. Continued City and County Governance and Accountability.**

- 7.1. Policy & Budget Alignment Committee. A Policy & Budget Alignment Committee (the “*PBAC*”) will be established to make policy and funding recommendations to the City and the County regarding the Joint Office. Nothing in this **Section 7.1** shall deprive the Parties’ elected or appointed officials of any power they may have under the laws of the state or otherwise.

- 7.1.1. Membership. The PBAC shall consist of five (5) members, as follows:

7.1.1.1. the PHB Director;

7.1.1.2. a Member to be appointed by the City’s Commissioner-in-Charge of Housing;

7.1.1.3. the DCHS Director;

7.1.1.4. a Member to be appointed by the Chair; and

7.1.1.5. a Member to be mutually agreed upon at the beginning of each fiscal year by the Chair and the City’s Commissioner-in-Charge of Housing.

- 7.1.2. Meetings. The Joint Office Director will convene the PBAC on a quarterly basis, and may schedule additional meetings as needed.
- 7.1.3. No Conflict of Interest. Members of the PBAC may not be employees, officers, or directors of any entity that is a recipient of Joint Office funding.
- 7.1.4. Policy and Budgeting Recommendations. To assist the Joint Office to coordinate and align policies and budgets between the Parties' respective budget processes, the PBAC will coordinate with the Joint Office Director to: (a) review federal funds and programmatic commitments during fiscal year budget development, and (b) develop planning for Joint Office services, functions, budget priorities, and consistency with other federal, state, local, and private goals and initiatives addressing People Experiencing Homelessness and addressing Permanent Supportive Housing. Annually, the deadline for providing feedback in time to influence the Parties' respective budget processes is December 31.
- 7.2. Emergency Needs. In the event the Joint Office identifies any emergent and unanticipated need for unbudgeted services consistent with its functions described in **Section 8.2**, and lacks the funding to provide those services, either Party may request additional funding.
- 7.3. Policy & Budget Changes. Changes to the functions and funding of the Joint Office shall be mutually approved by the Chair and Commissioner-in-Charge of the Housing Bureau, and presented to the Multnomah County Board of Commissioners and the City Council for approval.
- 7.4. Baseline Funding Shortfall & Termination. In the event that either Party's Baseline Funding Amount falls below the amounts set forth in **Section 1.1.1**, as applicable, the Party whose funding level did not fall below its Baseline Funding Amount may unilaterally terminate this Agreement as provided in **Section 16** with written notice to the other Party. Neither Party is obligated to increase its Baseline Funding Amount to make up for the other Party's decreased contribution or shortfall.

## **8. Joint Office Functions.**

- 8.1. Administer Sub-Grants, Subcontractors. The Joint Office will implement multiple sub-grants to subcontractors, as permitted by, and in accordance with all laws governing the CoC program; ESG, HOME, and HOPWA grants; and regulations governing the Parties' general funds, as applicable.
- 8.2. People Experiencing Homelessness Activities. The Joint Office will operate and carry out the following activities related to People Experiencing Homelessness:
- 8.2.1. Oversight and management of all program activities, including outreach, planning, negotiating, preparing and administering all related contracts and agreements, disbursement of funds, accounting, reporting and compliance monitoring with sub-contractor agencies;



8.2.2. Provide ongoing technical assistance on program issues, facilitate collaborative needs identification, solve problems, train staff and develop resources to benefit program participants, except as outlined in **Section 10** below with respect to HMIS; and

8.2.3. Through multiple contractors and subcontractors, fund and conduct activities relating to People Experiencing Homelessness in the following areas:

8.2.3.1. Access & System Support Services. Services which include but are not limited to information and referral, training, coordinated access and assessment, implementation of community guidelines, and other services designed to improve the homeless services system as a whole.

8.2.3.2. Permanent Supportive Housing.

- a. The Joint Office and PHB will each play a role in providing and maintaining Permanent Supportive Housing services.
- b. PHB will retain any City funding and responsibility for Permanent Supportive Housing that is or will be project-based within its affordable housing portfolio.
- c. The Joint Office will provide policy advice and may, at PHB's request, provide contract management services to PHB for Permanent Supportive Housing services.

8.2.3.3. Rapid Re-housing Services. Shorter-term rent assistance (typically less than twenty-four (24) months), housing placement and retention services, as well as other services, including benefits and employment services intended to rapidly return People Experiencing Homelessness to housing and to support their retention of that housing.

8.2.3.4. Shelter & Emergency Services. The operation of emergency shelters and safety off the streets options, including but not limited to year-round, winter, and day shelter, as well as other emergency/survival services for People Experiencing Homelessness.

8.3. Performance Measures. On a quarterly basis, the Joint Office will brief the PBAC on its progress on the following key performance indicators:

8.3.1. number of homeless households placed in permanent housing;

8.3.2. twelve (12) month retention rate (%) of households placed in permanent housing;

8.3.3. number of households prevented from becoming homeless;

8.3.4. recidivism rate (%) of households placed in permanent housing that become homeless again within two years; and

8.3.5. emergency shelter bed occupancy rate (%).

8.4. **AHFE-Based Reporting.** Annually, the Joint Office will submit reports to the PBAC based on the “*AHFE Systems Performance Monitoring and Reporting Plan*” attached hereto as **Exhibit D**. The above measures may be modified with the written consent of the PBAC, through coordination with the Parties and Joint Office. Such refinement will not require an amendment to this Agreement.

8.5. **Other Reporting and Monitoring.**

8.5.1. The Joint Office shall provide the PBAC with quarterly and annual progress reports via HMIS and, upon request, a participant demographics report in substantially the form attached hereto as **Exhibit E**.

8.5.2. To the extent that PHB remains the recipient of ESG, HOME, and HOPWA grants, the Joint Office will comply with requests for all financial and reporting requirements and timelines that relate to those identified funding sources.

8.5.3. The Joint Office will monitor its contracted sub-recipients to ensure compliance with the Parties’ rules; ESG, HOME, and HOPWA requirements; and state and federal law, including but not limited to the following components: compliance with OMB Uniform Guidance, desk monitoring, assessment of cost reasonableness, risk assessment, contract file completeness, performance, and onsite monitoring visit(s) to contracted sub-recipients receiving the Parties’ general funds and federal funds.

8.5.4. In addition, PHB will conduct monitoring of the Joint Office as a sub-recipient, in accordance with PHB and federal requirements. Monitoring will consist of twenty-five percent (25%) of the activities set forth in **Section 8.5.3**, such that all such activities are monitored once every four (4) years.

8.5.5. PHB will provide the Joint Office with technical assistance as required to monitor activities in compliance with PHB policies and federal regulations.

8.5.6. The County shall maintain detailed accounting records of all amounts received from the City and the actual expenditure of such amounts on program activities. The County agrees to work in good faith with the City to comply with all applicable federal and state grant and reporting requirements, and City policies related to the Joint Office.

9. **Use of the Parties Real Property for Shelters.** The Parties have allowed, and may in the future allow, use of their respective real property from time to time for the purposes of providing short or long term shelter options for People Experiencing Homelessness. The

Parties will retain responsibility for such respective operations. Services at these sites, if budgeted, will be coordinated and administered by the Joint Office.

## 10. **HMIS.**

10.1. Current HMIS operations and activities will remain as they are, with the data duties set forth below related to homeless singles remaining with PHB, and data duties related to youth, homeless families and domestic violence survivors remaining with the County. The Parties' duties related to HMIS include:

10.1.1. training and technical assistance for end users of ServicePoint, including developing training materials, work flow documents, communicating issues, and like duties;

10.1.2. developing new/ad hoc reports for existing programs/projects;

10.1.3. extracting data and working with program staff to use and understand data for the programs they manage;

10.1.4. participate in program specific planning, network, or related program meetings; and

10.1.5. provide required reports to funders.

10.2. These responsibilities are contingent on continued receipt of the appropriate HUD grant funding, and PHB specific responsibilities continue as follows:

10.2.1. Serve as the primary contact with Bowman Systems, LLC, the ServicePoint vendor, or such other vendor providing the HMIS data system as agreed upon in writing by the Parties;

10.2.2. Prepare data reports and analyses for review by the Board and submission to HUD:

10.2.2.1. at least annually, a point-in-time ("PIT"), unduplicated count of clients served in the HMIS (for the sheltered PIT count, the Joint Office will prepare an annual homeless assessment report ("AHAR")). Provided, however, PHB will remain responsible for the data entry and processing work related to such PIT count and AHAR;

10.2.2.2. annually, an unduplicated count of clients served in the HMIS over the course of one year (for the AHAR);

10.2.2.3. at least annually, an accounting of homeless lodging units in the HMIS (for the housing inventory chart required by HUD, the AHAR, and as otherwise required); and

10.2.2.4. provide information from the HMIS for the HUD CoC notice of funding availability.

10.2.3. Ad-hoc requests for analysis and data outside of those outlined in this Agreement will be directed to the PHB Data Manager.

## 11. Joint Office Budgeting and Payment.

- 11.1. Payment. After the Effective Date, the City shall transfer to the County the City Total Funding Amount (less the 16/17 HOME Funds, defined below) on a quarterly basis for the first three (3) quarters in accordance with the payment schedule for advances as set forth in **Exhibit F** (the “*Payment Schedule*”). Upon request, the County will provide the City with the completed documentation set forth in **Exhibit G** (the “*Reconciliation Submittals*”).
- 11.2. 16/17 HOME Funds. For Fiscal Year 2016-17 only, the City Baseline Funding Amount will include Nine Hundred Forty-Seven Eight Hundred and No/100 dollars (\$947,800.00) in HOME Funds (“*16/17 HOME Funds*”). The 16/17 HOME Funds will be reimbursed in accordance with the requirements for reimbursing the Federal Dollars (defined below).
- 11.3. For Fiscal Year 2016-17 only, City Council has appropriated, in addition to the City Baseline Funding Amount, an amount not to exceed the amount set forth in **Exhibit H** (the “*City’s 16/17 Budget*”) to comprise the City Total Funding Amount in Fiscal Year 2016-17 only.
- 11.4. For Fiscal Year 2016-17 only, Multnomah County Board of Commissioners has appropriated, in addition to the County Baseline Funding Amount, an amount not to exceed the amount set forth in **Exhibit I** (the “*County’s 16/17 Budget*”) to comprise the County Total Funding Amount in Fiscal Year 2016-17 only.
- 11.5. Short-Term Rental Assistance Funds. To the extent that the City’s Baseline Funding Amount includes funds for short-term rental assistance (“*STRA*”), including the 16/17 HOME Funds or other HOME funds, the County may allocate such funds to DCHS. The County’s allocation of STRA or HOME funds to the Joint Office or DCHS, will not change the City’s Baseline Funding Amount. Likewise, to the extent that the Parties agree to allocate other portions of the City’s Baseline Funding Amount to DCHS, such allocation will not change the City’s Baseline Funding Amount.
- 11.6. Establishing the Fiscal Year Baseline. The City Baseline Funding Amount and the County Baseline Funding Amount will each be adjusted by the Inflation Factor each year. After each of the Parties’ respective Baseline Funding Amounts have been so adjusted, such adjusted amount for each respective Baseline Funding Amount will be the revised Baseline Funding Amount for the next fiscal year.

- 11.7. Annual Transfer of Total Funding. For each Fiscal Year thereafter during the Term, the City agrees to transfer to the County, the City Total Funding Amount in accordance with the Payment Schedule.
- 11.8. Federal Dollars. It is the intent of the Parties that during the Term PHB will remain the direct recipient of the federal funds identified in **Sections 11.6.1** through **11.6.5** (collectively, the “*Federal Dollars*”), and that following its creation the Joint Office will apply to become the grantee for all Federal Dollars. To the extent that the City receives Federal Dollars during the Term, and those funds are part of the City Total Funding, it shall transfer to the County in accordance with HUD requirements, as set forth in the Reconciliation Submittals on a monthly reimbursement basis, the following Federal Dollars:
- 11.8.1. HOPWA funds;
  - 11.8.2. HOME funds;
  - 11.8.3. ESG funds;
  - 11.8.4. CoC – Outside Transition Into Stability; and
  - 11.8.5. CoC planning.
- 11.9. Reevaluation If Funding Decrease. In the event that the Federal Dollars are reduced by ten percent (10%) or more, the Parties agree to reevaluate funding commitments.
- 11.10. Voluntary Funding Increases. The City and the County may, individually or collectively, elect to provide additional funding above their respective Baseline Funding Amounts to the Joint Office. Such voluntary increases by either Party will not impact their respective Baseline Funding Amounts.
- 11.11. City Carryover. Any unspent City Total Funding Amount or Federal Dollars shall be subject to all terms and conditions of this Agreement. Funds that remain available at the close of a County fiscal year (June 30<sup>th</sup>) must be reported to the City by August 12<sup>th</sup> each year and may be retained by the County upon the review and approval of the City (“*Carryover*”). Requests for Carryover must be formally submitted to PHB by the Joint Office in time for inclusion in PHB’s required submission to the City Budget Office.
- 11.12. County Carryover. Any unspent amount of the County Total Funding Amount appropriated to the Joint Office will be returned to the County general fund. However, these funds may be requested to be carried over to subsequent budget years through the County budget processes.
12. **City and County Audits, Investigations and Reviews**. The City Auditor’s Office and the County Auditor’s Office, directly or through contractors, may conduct financial and performance audits, investigate, and/or review the billings and services specified in this

Agreement at any time during the Term. Audits will be conducted in accordance with generally accepted auditing standards as promulgated by the U.S. Government Accountability Office. Investigations will be conducted in accordance with City Code Chapter 3.77. The City Auditor's Office and County Auditor's Office will have access to all records, materials, personnel, and property needed to conduct audits, investigations and reviews.

### 13. **Contract Management.**

#### 13.1. The City.

13.1.1. PHB Contract Signatory. The PHB Contract Signatory shall be the City's Commissioner-in-Charge of PHB, or such other person as designated in writing by the City's Commissioner-in-Charge of PHB (the "*PHB Contract Signatory*"). The PHB Contract Signatory is authorized to give notices and to carry out other PHB actions referred to herein, including termination of this Agreement.

13.1.2. PHB Contract Manager. The PHB Contract Manager shall be Jennifer Chang or such other person as designated in writing by the City's Commissioner-in-Charge of PHB (the "*PHB Contract Manager*"). The PHB Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

#### 13.2. The County.

13.2.1. County Contract Signatory. The County Contract Signatory shall be the Chair, or such other person as designated in writing by the Chair (the "*County Contract Signatory*"). The County Contract Signatory is authorized to give notices and to carry out other County actions referred to herein, including termination of this Agreement.

13.2.2. County Contract Manager. The County Contract Manager shall be the Joint Office Director (the "*County Contract Manager*"). The County Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

14. **Non-discrimination.** The Parties certify that they are Equal Opportunity Employers. Each Party shall comply with all applicable federal, state and local laws, as well as rules and regulations on discrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, sexual orientation or handicap.

### 15. **Indemnification.**

15.1. County Held Harmless. Subject to the limits of the Oregon Tort Claims Act ("*OTCA*") and the Oregon Constitution, the City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City, its officers, agents, and employees, or

any of them relating to or arising out of performing services described in this Agreement prior to the Effective Date of this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- 15.2. City held harmless. Subject to the limits of the OTCA and the Oregon Constitution, the County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services as described in this Agreement, including, without limitation, any misuse of the Federal Dollars. In the event that any suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

## 16. Termination, Effect of Termination.

- 16.1. Termination. This Agreement shall terminate on the Termination Date, unless extended by mutual agreement of the Multnomah County Board of Commissioners and the Portland City Council by formal action as required by the laws of each jurisdiction. Otherwise, this Agreement will terminate as follows:
- 16.1.1. If the Baseline Funding Amount for either Party falls below that Party's respective Baseline Funding Amount, as set forth in **Section 7.4**;
  - 16.1.2. at any time by mutual written agreement the Parties;
  - 16.1.3. at any time after a Party has failed to cure a breach of the Agreement after receiving thirty (30) days written notice from the non-breaching Party; and
  - 16.1.4. at any time by a Party after providing sixty (60) days written notice to the other Party.
- 16.2. Effect of Termination. Termination of the Agreement will cause the Joint Office to be dissolved. In the event that the Baseline Funding Amount for either Party falls below that Party's respective Baseline Funding Amount, the Party that fails to meet its respective Baseline Funding Amount shall pay the cost of dissolving the Joint Office in an amount not to exceed Two Hundred Fifty Thousand and No/100 dollars (\$250,000.00). The

foregoing obligation does not apply in the event that a Party's failure to fund at its respective Baseline Funding Amount is related to the other Party's breach or other non-compliance with this Agreement.

16.2.1. CoC Applicant. If the Joint Office is dissolved, the City may request to be reinstated as the CoC applicant.

16.2.2. Transition Plan Upon Termination. Within sixty (60) days of the receipt of written termination notice, the Parties shall commence work on a plan to provide for an orderly transition of responsibilities from the County to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the County. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each Party shall bear its respective costs in developing the transition plan and each will work cooperatively with the other Party in the coordination of efforts. The transition plan shall also identify and address any personnel, capital equipment, workload and any other issues related to the transition.

17. **Amendments**. This Agreement may be amended at any time by mutual written agreement of the governing bodies of the Parties.
18. **Third-Party Beneficiaries**. The County and the City are the only parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third-party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this Agreement.
19. **Written Notice**. Any notice of change, termination or other communication having a material effect on this Agreement shall be upon the Chair, and the City's Commissioner-in-Charge of PHB, and either hand-delivered or by certified or registered mail, postage prepaid. Except as provided in this Agreement, it is agreed that thirty calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
20. **Governing Law, Venue, Attorney Fees**. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "*Claim*") shall be brought and conducted solely within the Multnomah County Circuit Court for the State of Oregon; provided, however that if a Claim is brought in a federal forum, it shall be brought and maintained within the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees.
21. **Force Majeure**. Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, or acts of war where such cause was beyond reasonable control.



22. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
23. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.
24. **Warranties.** The Parties represent and warrant that they have the authority to enter into and perform this Agreement, and that this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.
25. **Other Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
26. **Entire Agreement and Waiver of Default.** The Parties agree that this Agreement, including the exhibits and appendices as listed below, is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both Parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed officers on the Effective Date.

**MULTNOMAH COUNTY, OREGON**

**CITY OF PORTLAND**

---

By: Deborah Kafoury, Chair  
Multnomah County Board of Commissioners

---

By: Dan Saltzman, Commissioner  
City of Portland

*County Attorney Review:*  
*Reviewed:* JENNY M. MADKOUR,  
COUNTY ATTORNEY FOR  
MULTNOMAH COUNTY

*Approved as to Form:*

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By Jacqueline A Weber, Deputy County  
Attorney

---

Lisa Gramp, Deputy City Attorney

## EXHIBIT A

City of Portland PHB	FY17 Estimated Funding*
211info	\$471,053
Black Parent Initiative	\$100,000
Cascadia	\$2,298,862
Cascade AIDS Project	\$844,775
Catholic Charities	\$123,000
Central City Concern	\$1,093,335
Clark County Public Health	\$145,596
Dignity Village	NA
Do Good Multnomah	\$250,000
Home Forward	\$1,287,856
Human Solutions	\$569,000
JOIN	\$3,021,744
Northwest Pilot Project	\$559,176
Salvation Army	\$1,055,048
Self Enhancement, Inc.	\$150,000
Street Roots	\$51,744
Transition Projects, Inc.	\$5,964,099
Urban League	\$400,000

\*As of June 9, 2016. The list of providers and dollars is subject to change.

## EXHIBIT B

County	FY17 Estimated Funding *
211Info	\$380,100
Bradley Angle House	\$444,081
El Programa Hispano Catolico	\$69,275
El Programa Hispano Catolico UNICA	\$136,977
Ecumenical Ministries of OR	\$56,828
Home Forward	\$1,704,337
Human Solutions	\$1,459,851
Impact NW	\$100,400
IRCO	\$69,275
Janus Youth	\$1,860,628
Native American Youth and Family Services	\$368,959
Neighborhood House	\$100,400
New Avenues for Youth	\$1,025,243
Outside In	\$995,638
Raphael House	\$357,042
Salvation Army	\$226,801
Self Enhancement, Inc	\$207,825
Street Roots	\$41,284
Volunteers of America	\$201,767

*\* As of June 9, 2016. The list of providers and dollars is subject to change.*

## **EXHIBIT C**

### **EMPLOYEE TRANSFER AGREEMENT AMONG MULTNOMAH COUNTY AND THE CITY OF PORTLAND, THE AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 88 AND AFSCME LOCAL 189**

This Employee Transfer Agreement ("Agreement") is entered into by and between Multnomah County ("County"), the City of Portland ("City"), the American Federation of State County and Municipal Employees ("AFSCME") Local 88 ("Local 88") and AFSCME Local 189 ("Local 189") and will become effective only in the event the Intergovernmental Agreement ("IGA") is approved and executed.

#### **Section 1: Transfer of City Employees**

- A. Pursuant to ORS 236.605-236.640, the City will transfer to the County the employees listed in Section 2(B) of this Agreement (hereafter referred to individually as "Transferred Employee" or collectively as "Transferred Employees"). The Transferred Employees will become employees of the County at 12:01 a.m. on July 1, 2016 ("Transfer Date").
- B. The employment of all Transferred Employees whose employment at the County is covered by a collective bargaining agreement shall comply with the terms of the collective bargaining agreement. The employment of Transferred Employees whose employment at the County is not covered by a collective bargaining agreement shall comply with County personnel rules.

#### **Section 2: Seniority**

- A. Seniority of Transferred Employees will be in accordance with ORS 236.620(1)(c). Transferred Employees shall retain the seniority they accrued while employed by City. Effective on the Transfer Date and pursuant to ORS 236.620(1), Transferred Employees will be placed on the County's employee roster and the roster shall be consolidated into a single seniority list by classification. Subject to other provisions of this Agreement, the crediting of seniority shall apply for all purposes, including relative seniority for layoffs and demotion, shift preferences, and vacation preferences, as well as salary step increases (subject to Section 3, below), vacation accrual, premiums, and all other wage and hour benefits under the Local 88 Collective Bargaining Agreement and Multnomah County policies.
- B. Transferred Employees shall have the following seniority dates:

Name	Position	Hire Date	Union Status	Classification Seniority Date	County Seniority Date
Erickson, Sally	Program Manager	03/01/04	Non- Represented	N/A	N/A
Deibert, Ryan	Program Coordinator	10/20/08	Represented	10/20/08	10/20/08
Martin, Dawn	Program Coordinator	10/09/00	Represented	06/07/05	10/09/00

- C. If a Transferred Employee and a current County employee have the same classification seniority, seniority shall be determined by each employee's date of hire. If the dates of hire are the same, seniority shall be determined by the date of job offer. If the job offer dates are the same, the Transferred Employee shall be placed below the Multnomah County employee on the seniority list.
- D. Pursuant to ORS 236.620(c), no County employee shall be laid off or demoted because of the transfer of City employees to the County at the time the transfer occurs.

### **Section 3: Wages**

- A. All Transferred Employees shall be allocated into the classification that best fits the Transferred Employee's assigned body of work.
- B. Pursuant to ORS 236.610(2), the wage rate for each Transferred Employee shall not be reduced for the first twelve (12) months of employment with the County.
- C. After the first twelve (12) months of employment with the County, the Transferred Employee's salary will remain at the same rate if within the County's salary wage range for the assigned classification until the next scheduled salary increase as determined by the County's standard salary increase schedule.
- D. If the Transferred Employee's salary is above the maximum rate of the salary range in the Transferred Employee's assigned classification, the Transferred Employee's salary will remain the same until the maximum rate for the salary range exceeds the employee's actual salary or a classification and compensation study is initiated and completed.
- E. If the Transferred Employee's City classification was non-represented, the Transferred Employee will be transferred to the County at his/her current annual salary rate, and be allocated into the classification that best fits the Transferred Employee's assigned body of work.

- F. Non-represented employees will be treated in the same manner as the County's other non-represented staff and shall receive standard salary increases in accordance with County policies.
- G. After transfer to County employment, Transferred Employees shall maintain their current City salary and be eligible to move to higher steps on the County's Wage Schedule on the dates set forth below.

Name	City of Portland Classification	County Classification	Current COP Wage/Step	Transferred County Wage/Step	Anniversary Date	Date Eligible for Increase =
Erickson, Sally	Program Manager	Program Manager I	\$90,600.00	\$91,506.00	N/A	<i>One year from date of transfer</i>
Deibert, Ryan	Program Coordinator	Program Specialist Sr.	\$86,926.00	\$86,926.00 <i>(red circled)</i>	10/20/2008	<i>See section 3.D</i>
Martin, Dawn	Program Coordinator	Program Specialist	\$78,768.00	\$78,768.00 <i>(red circled)</i>	6/7/2005	<i>See section 3.D</i>

#### **Section 4: Accrued Leave of Affected Employees**

##### **A. Compensatory Time**

Pursuant to ORS 236.610(3), City will liquidate the Transferred Employees' accrued compensatory time at the time of transfer at the Transferred Employee's then-effective City rate of pay.

##### **B. Sick Leave**

Pursuant to ORS 236.610(4)(a)(A), Transferred Employees may elect to retain any accrued sick leave upon transfer to the County.

##### **C. Vacation Leave**

1. Pursuant to ORS 236.610(4)(a)(C), City, County, and Transferred Employees agree that the employees may elect to retain up to 160 hours of accrued vacation leave upon transfer to the County.
2. Any vacation that a Transferred Employee does not carry over to the County shall be paid by the City to the Transferred Employee at the Transferred Employee's then-effective City rate of pay.

3. The Transferred Employees have elected to retain the following hours of unused accrued vacation leave to be transferred to the County:

Name	Number of Accrued Vacation Hours Retained for Transfer
Erickson, Sally	51.19000
Deibert, Ryan	43.32000
Martin, Dawn	126.58000

D. Payment

1. The City will pay final wages to Transferred Employees through the normal City pay cycle, which concludes immediately following the Transfer Date. Affected Employees will be paid using the City's standard direct deposit process and pay date for that period. Further, normal tax withholding and employee benefit deductions will be applied to the final wages. However, the standard supplemental pay tax withholding only will be applied to any paid leave payouts.
2. The City will pay compensatory time, holiday leave, vacation leave and sick leave consistent with this Agreement to Transferred Employees through the normal City pay cycle which concludes immediately following the Transfer Date. Transferred Employees will be paid through the City's standard direct deposit process and pay date for that pay period. Further, the standard supplemental pay tax withholding only will be applied to any paid leave payouts.

E. Other Leave

1. Pursuant to ORS 236.610(4)(c), after the transfer of Transferred Employees to the County, the County shall grant any leave to Transferred Employees according to the Local 88 Collective Bargaining Agreement. The County shall accommodate a Transferred Employee's preselected vacation times. However, no current County employee will be bumped from his/her preselected vacation time to accommodate a Transferred Employee.
2. The parties agree that the County is a successor employer for the purpose of complying with other applicable leaves of absence and reinstatement obligations, including but not limited to the Oregon Family Leave Act (OFLA), the Family Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

- F. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition of all forms of leave will be subject to the IGA and will not adversely affect City Employees.

#### **Section 5: Health Insurance, Disability, Life Insurance, and Deferred Compensation Benefits**

- A. To avoid any interruption or overlap in medical, dental, vision, disability, or life insurance benefits, the City will continue Transferred Employees on the City's medical, dental, vision, disability, and life insurance plans through the end of the calendar month of their final date of employment with the City. Effective on the Transfer Date, Transferred Employees will be eligible for medical, dental, vision, disability, and life insurance benefits under the Local 88 Collective Bargaining Agreement and County Personnel Rules. No later than ten (10) calendar days prior to the Transfer Date, each represented Transferred Employee shall elect plan coverage for medical/dental/vision benefits under Article 11 of the Local 88 Collective Bargaining Agreement. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition will be subject to the IGA and will not adversely affect the benefit eligibility of Transferred Employees.
- B. Pursuant to ORS 236.610(5), in the event that any Transferred Employee is subject to a waiting period for coverage of preexisting conditions under any County health insurance plan, County shall arrange for a waiver of such waiting period with its health insurer. The City shall reimburse County for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed 12 months.
- C. Transferred Employees may participate in Multnomah County's deferred compensation program in accordance with applicable County policies and provisions of the Local 88 Collective Bargaining Agreement, if applicable.

#### **Section 6: PERS Liability**

In accordance with ORS 236.610(7), any PERS unfunded liability or surplus shall be paid or credited to or by the party that was the employer at the time the unfunded liability or surplus accrued.

#### **Section 7: Benefits under Local 88 Collective Bargaining Agreement and Effect of Local 189 Collective Bargaining Agreement.**

- A. Pursuant to ORS 236.620(1)(d), effective upon the Transfer Date to County, all Transferred Employees who are represented by AFSCME Local 189 shall become Local 88 members and shall enjoy the same privileges, wages, benefits, hours, and conditions of employment and be subject to the same regulations as other County employees and Local 88 bargaining unit members under the Local 88 Collective Bargaining Agreement.



- B. Upon transfer of City Employees to County employment on the Transfer Date, all eligibility for wages, benefits and other conditions of employment under the Local 189 Collective Bargaining Agreement shall cease.
- C. Pursuant to ORS 236.620(1)(d), effective upon the Transfer Date to the County, all Transferred Employees who are non-represented shall become County non-represented employees and shall enjoy the same privileges, wages, benefits, hours, and conditions of employment and be subject to the same regulations as other County non-represented employees under the County Personnel Rules.

#### **Section 8: Transfer of Employment Records**

- A. The City will provide copies of the employment records for each Transferred Employee at the time of transfer pursuant to ORS 236.610(6).
- B. The City, subsequent to the Transfer Date, shall retain any and all employment records for Transferred Employees in accordance with the Secretary of State's General Records Retention guidelines and City policy. (Schedule for Cities, OAR 166-200-0200 through OAR 166.200-0405.) This Agreement does not limit the right of any party to subpoena records retained by the City, but not transferred to the County.
- C. City employment records transferred to the County pursuant to this Agreement will thereafter be subject to County policies and practices, and all applicable terms of the Local 88 Collective Bargaining Agreement and County policies.

#### **Section 9: Term & Dispute Resolution**

- A. This Agreement is effective upon execution of the IGA between the City and the County.
- B. Upon request, the City and the County agree to furnish all information to Local 88 that is necessary to confirm performance of the contractual obligations contained in this Agreement.
- C. Any issue regarding the transfer of Transferred Employees to the County that arises during the term of this Agreement shall be addressed as follows:
  - 1. Issues arising between the County and the Local 88 regarding the interpretation or application of this Agreement or the Local 88 Collective Bargaining Agreement, which cannot be resolved informally, shall be resolved in accordance with the grievance and arbitration procedures set forth in Article 18 – Settlement of Disputes of the Local 88 Collective Bargaining Agreement.

2. Issues arising between the City and the Local 88 regarding the interpretation or application of this Agreement, which cannot be resolved informally, shall be resolved through an unfair labor practice complaint filed under ORS 243.672(1)(g).

This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of Transferred Employees to the County. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of all parties.

The parties agree that the transfer of employees from the City to the County, which is governed by ORS 236.605 through ORS 236.640, is fulfilled by the terms of this Agreement. The parties further agree that they understand all of the provisions of this Agreement and execute it voluntarily with full knowledge of its significance and consequences.

AFSCME, LOCAL 189:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rob Wheaton, Council Representative

AFSCME, LOCAL 88

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eben Pullman, Council Representative

CITY OF PORTLAND:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Anna Kanwit, Director of the Bureau of Human Resources

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Derily Bechthold, Deputy City Attorney

MULTNOMAH COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cessa Diaz, Labor Relations Manager

**EXHIBIT D**

**AHFE Systems Performance Monitoring and Reporting Plan**

**SEE ATTACHED**



**Portland – Gresham – Multnomah County Continuum-of-Care (COC):  
Systems Performance Monitoring and Reporting Plan**

Submitted To  
The AHFE Coordinating Board

Prepared  
By  
Data Outcomes and Evaluation Committee (DOE)  
A Home for Everyone (AHFE)  
March 2, 2016

**AHFE Data Outcomes and Evaluation Committee Members (2016) as of 2.11.2016**

Ryan Deibert, Portland Housing Bureau  
Jane Marie Ford, Budget Office, City of Portland  
Torrey Giaquinta, City of Portland  
Jessica Kinard, Budget Office, City of Portland  
Kathy Knapp, Multnomah County  
Maria Lamb, Multnomah County  
Phyusin Myint, Multnomah County  
Antoinette Pietka, Portland Housing Bureau  
Anna Plumb, Multnomah County  
Bimal RajBhandary, Portland Housing Bureau\*  
Wendy Smith, Portland Housing Bureau  
Marisa Zapata, Portland State University

\* Main Contact Person for the Committee (Bimal.rajbhandary@portlandoregon.gov)

**AHFE Data Outcomes and Evaluation Committee Members (2015)**

James Carter, Budget Office, City of Portland  
Ryan Deibert, Portland Housing Bureau  
Kathy Knapp, Multnomah County  
Maria Lamb, Multnomah County  
Christine Lewis, Multnomah County  
Seth Lyon, Multnomah County  
Phyusin Myint, Multnomah County  
Antoinette Pietka, Portland Housing Bureau  
Anna Plumb, Multnomah County  
Bimal RajBhandary, Portland Housing Bureau\*  
Wendy Smith, Portland Housing Bureau  
Marisa Zapata, Portland State University

\* Main Contact Person for the Committee (Bimal.rajbhandary@portlandoregon.gov)

## Portland – Gresham – Multnomah County Continuum-of-Care (COC): Systems Performance Monitoring and Reporting Plan

### Introduction

The Cities of Portland and Gresham, Multnomah County, and the local housing authority (Home Forward) developed a collaborative initiative called **A Home For Everyone (AHFE) Continuum of Care (CoC)** to combat homelessness in Portland, Gresham, and Multnomah County. The Home for Everyone Coordinating Board created several workgroups (housing, income and benefits, health, safety off the streets, and veterans) who developed various action plans to reduce homelessness. These plans and recommendations have been approved by the Executive Board and they have substantially influenced how budgets are allocated in the FY 2015-16 and beyond.

With substantial new funding and programs comes a responsibility to robustly evaluate performance and outcomes. The first step in evaluating the performances of AHFE CoC is a system performance monitoring plan that will collect and report various system level outputs and outcomes.

### Overview of the System Performance Monitoring Plan

The AHFE community realizes the need to evaluate outcomes and impact on a system level, including the need for a performance management plan that will track and evaluate the collaborative efforts on reducing homelessness in Portland, Gresham, and Multnomah County. Existing programs and jurisdictions have consistently monitored their own outcomes. However, there has been no previous effort to measure the overall impact of the regional system to reduce homelessness. System performance measurement is a central component of each community's efforts to improve their homeless response systems and effectively use their resources to prevent and end homelessness.

This document outlines the AHFE Data Outcomes and Evaluation Committee's plan to develop, implement, and monitor system-wide performance. The AHFE Data Outcomes and Evaluation (DOE) Committee has developed this monitoring plan with input from jurisdictional staff and committee members.

### Plan Development

The monitoring<sup>i</sup> plan was guided by the collaborative aims of "A Home for Everyone" to improve the way people experiencing homelessness are served by:

- Prioritizing vulnerable populations
- Promoting racial and ethnic justice
- Holding the programs funded by our local government accountable and using data to make decisions
- Engaging and involving the community
- Strengthening system capacity and leveraging more opportunities

A successful system-wide monitoring plan will hinge upon common definitions and standard measurement of agreed-upon core outcomes. Therefore, this document recommends a set of core measures, which have been reviewed and standardized in consultation with various data users. The plan also outlines a mechanism for data collection, analysis, and reporting, including a delineation of data collection, analysis, and reporting tasks and responsibilities among AHFE staff.

The current monitoring plan focuses on system-level outputs and outcomes only. It does not include funding, personnel, equipment, supplies or infrastructure data. Also not included are partnerships, policy advice and dialogue, advocacy, and coordination.

### System Performance and Other Measures

System performance measurement is a central component of each community's efforts to improve their homeless response systems and effectively use their resources to prevent and end homelessness in their area. The following measures have been selected based on Hearth objectives and community identified criteria. These various performance measures and other important indicators have been finalized in consultation with major stakeholders, in particular DOE members representing various local government agencies and "Data In and Management Committee" members representing service providers.

#### a. HUD System Performance Measures (New)

In July 2015, HUD announced a new set of performance measures that CoCs must track and report. Each community is expected by HUD to adopt and incorporate system performance measurement as a regular part of the CoC's operation. HUD will use these measures as selection criteria for the future CoC Program Competition, but they will also provide a wealth of information for the current state of the community's homeless response system. These performance measures are interrelated and, when analyzed relative to each other, should provide a more complete picture of system performance.

HUD expects HMIS software vendors to have completed programming of system performance reports for these measures in HMIS by February 2016. For CoCs to accurately assess their progress using these measures, they must ensure that their data are as complete and accurate as possible, from data collection to reporting.

These are the main HUD measures which will be adopted by the CoC for monitoring and reporting with minor modifications:



Abbreviations used in the description of each performance measures on subsequent tables are below.

Abbreviation	Project Types
ES	Emergency Shelter
TH	Transitional Housing
PH-RRH	PH – Rapid Re-housing
PH-PSH	PH – Permanent Supportive Housing
PH	Permanent Housing
SO	Street Outreach
SSO	Services Only
HP	Homelessness Prevention

Source: 2014 HMIS Data Dictionary

### 1. Measure HUD 1: Length of Time Persons Remain Homeless

Desired Outcome	Reduction in the average and median length of time persons remain homeless
Metrics (a and b)	Change in the average and median length of time persons are homeless in ES and SH (a) or ES, SH and TH (b) projects
Client Universe	Persons... <ul style="list-style-type: none"> <li>- In ES and SH project types (a)</li> <li>- In ES, SH, and TH project types (b)</li> <li>- During the current reporting period</li> </ul>
Calculation	<ol style="list-style-type: none"> <li>1. Calculate the number of days each person in the client universe (i.e. persons in ES and SH (a) or in ES, SH, and TH (b) during the reporting period) was homeless</li> <li>2. Calculate average and median of the client universe</li> </ol> <p>Average = Total days divided by the total persons homeless during the reporting period</p>
Source	HMIS

### 2. Measure HUD 2: The Extent to which Persons who Exit Homelessness to Permanent Housing Destinations Return to Homelessness

Desired Outcome	Reduction in percent of persons who return to homelessness
Metrics (a and b)	This measures clients who exited SO, ES, SH, TH, or PH to a permanent housing destination in the data range two years prior to the report date range. Of those clients, the measure reports on how many of them returned to homelessness as indicated in the HMIS system for up to two years after initial exit.
Client Universe	Persons... <ul style="list-style-type: none"> <li>- In ES, SH, TH and any PH project types</li> <li>- Who exited (i.e., system leavers) to permanent housing destinations</li> <li>- During the previous reporting period</li> </ul>
Calculation	<ol style="list-style-type: none"> <li>1. Add the number of persons in the client universe</li> </ol>

	<ol style="list-style-type: none"> <li>2. Of this client universe, add those persons who were also recorded in SO, ES, SH, and TH (a) or SO, ES, SH, TH, and all PH projects (b) in HMIS at 6, 12, or 24 months after their date of exit to permanent housing destinations</li> <li>3. Divide the total from step 2 by the total from step 1 (i.e., client universe) to calculate the percent of persons who return to homelessness within 6, 12, and 24 months respectively</li> </ol>
Source	HMIS

### 3. Measure HUD 3: Number of Homeless Persons

Desired Outcome	Reduction in percent of persons who are homeless
Metrics (a and b)	<ol style="list-style-type: none"> <li>a) Change in Point-In-Time (PIT) counts of sheltered and unsheltered homeless persons</li> <li>b) Change in annual counts of sheltered homeless persons in HMIS</li> </ol>
Client Universe	<ol style="list-style-type: none"> <li>a) Persons... <ul style="list-style-type: none"> <li>- Counted as sheltered and unsheltered homeless persons</li> <li>- Conducted during the reporting period</li> </ul> </li> <li>b) Persons... <ul style="list-style-type: none"> <li>- In ES, SH, and TH project types</li> <li>- During the reporting period</li> </ul> </li> </ol>
Calculation	<ol style="list-style-type: none"> <li>1. Using the PIT date, add the number of persons in the client universe</li> <li>2. Using HMIS data <ul style="list-style-type: none"> <li>- Add the number of persons in the client universe by project type</li> <li>- Add the overall unduplicated number of people in the client universe</li> </ul> </li> </ol>
Source	PIT and HMIS

### 4. Measure HUD 4: Employment and Income Growth for Homeless Persons in CoC Program-funded Projects

Desired Outcome	Increase in the percent of adults who gain or increase employment on non-employment cash income over time
Metrics (a, b, c, d, e, and f)	<ol style="list-style-type: none"> <li>a) Change in employment income during the reporting period for system stayers</li> <li>b) Change in non-employment cash income during the reporting period for system stayers</li> <li>c) Change in total cash income during the reporting period for system stayers</li> <li>d) Change in employment income during the reporting period for system leavers</li> <li>e) Change in non-employment cash income during the reporting period for system leavers</li> <li>f) Change in total cash income during the reporting period for system leavers</li> </ol>
Client Universe	Adults...

	<ul style="list-style-type: none"> <li>- In CoC Program-funded SH, TH, PH-RRH, and PH-PSH project types</li> <li>- Who have been in HMIS for at least a year and are still in the system at the end of the reporting period (Metrics 'a' to 'c')</li> <li>- Who exited (i.e., system leavers) (Metrics 'd' to 'e')</li> <li>- During the reporting period</li> </ul>
Calculation	<ol style="list-style-type: none"> <li>1. Using HMIS data, add the number of adults in the client universe</li> <li>2. Of this client universe, add the numbers of adults who gained or increase income by various types during the reporting period</li> <li>3. Divide the total from step 2 by the total from step 1 to calculate the percent of persons who increase or gain in income</li> </ol>
Source	HMIS

#### 5. Measure HUD 5: Reduction in the Number of Persons who Become Homeless for the First Time

Desired Outcome	Reduction in the number of persons who become homeless for the first time
Metrics (a and b)	<ol style="list-style-type: none"> <li>a) Change in the number of homeless persons in ES, SH, and TH projects with no prior enrollment in HMIS</li> <li>b) Change in the number of persons in ES, SH, TH, and PH projects with no prior enrollments in HMIS</li> </ol>
Client Universe	<ol style="list-style-type: none"> <li>a) Persons... <ul style="list-style-type: none"> <li>- In ES, SH, and TH project types</li> <li>- Who entered during the current reporting period</li> </ul> </li> <li>b) Persons... <ul style="list-style-type: none"> <li>- In ES, SH, TH, and any PH project types</li> <li>- Who entered during the current reporting period</li> </ul> </li> </ol>
Calculation	<ol style="list-style-type: none"> <li>1. Using HMIS data, add the number of persons in the client universe</li> <li>2. Using HMIS data, calculate the number of persons who were also recorded in ES, SH, and TH projects in HMIS 24 months prior to their entry during the reporting year (i.e., those who were homeless) <b>(a)</b></li> <li>3. Using HMIS data, calculate the number of persons who were also recorded in ES, SH, TH, and all PH projects in HMIS 24 months prior to their entry during the reporting year (i.e., those who were homeless) <b>(b)</b></li> <li>4. Subtract the total from step 2 by the total from step 1 (i.e., client universe) to calculate the number of persons experiencing homelessness for the first time.</li> </ol>
Source	HMIS

#### 6. Measure HUD 7: Successful Placement from Street Outreach and Successful Placement in or Retention of Permanent Housing

Desired Outcomes (a and b)	a) Increase in the percent of persons who exit to an ES, SH, TH, or permanent housing destination from Street Outreach
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	b) Increase in the percent of persons who exit to or retain permanent housing
Metrics (a and b)	<p>a) Change in placements to permanent housing destinations, temporary destinations (except for a place not meant for human habitation), and some institutional destinations</p> <p>b) – Change in exits to permanent housing destinations – Change in exits to or retention of permanent housing</p>
Client Universe	<p>a) Persons...</p> <ul style="list-style-type: none"> <li>- In SO project types, who exit from SO</li> <li>- During the current reporting period</li> </ul> <p>b1) Persons...</p> <ul style="list-style-type: none"> <li>- In ES, SH, TH, and PH-RRH project types</li> <li>- Who exited (i.e., system leavers)</li> <li>- During the current reporting period</li> </ul> <p>b2) Persons...</p> <ul style="list-style-type: none"> <li>- In all PH projects except PH-RRH</li> <li>- During the current reporting period</li> </ul>
Calculation	<p>a)</p> <ol style="list-style-type: none"> <li>1. Using HMIS data, add the number of persons in the client universe (i.e., persons who exited from an SO project during the current reporting period)</li> <li>2. Of the client universe, add the number of persons who exited to permanent destinations, temporary destinations (except for a place not meant for human habitation), and some institutional destinations during the reporting period</li> <li>3. Divide the total from step 2 by the total from step 1 (i.e., client universe) to calculate the percent of successful exits from SO</li> </ol> <p>b1)</p> <ol style="list-style-type: none"> <li>1. Using HMIS data, add the client universe</li> <li>2. Of the client universe, add up those persons in ES, SH, TH, and PH-RRH projects who exited to permanent destinations during the current reporting period</li> <li>3. Divide the total from step 2 by the total from step 1 to calculate the percent of successful exits to permanent housing destinations</li> </ol> <p>b2)</p> <ol style="list-style-type: none"> <li>1. Using HMIS data, add the client universe</li> <li>2. Of the client universe, add up those persons who remained in all PH projects except PH-RRH and exited to permanent housing destinations during the current reporting period</li> <li>3. Divide the total from step 2 by the total from step 1 to calculate the percent of successful exits to or retention of permanent housing</li> </ol>
Source	HMIS

## b. Local AHFE Measures

In addition to the measures above, HUD encourages communities to develop additional system performance measures that the communities believe will inform their decisions to

better assist people affected by homelessness in their area. The Data Outcomes and Evaluation Committee has come up with the following system measures after intensive data alignment and collaboration meetings with various jurisdictional staff. The committee has finalized the following measures, which include versions of measures that have historically been collected by the Portland Housing Bureau and/or Multnomah County.

### 1. Measure HFE 1: Total Number of Homeless Persons Placed in Permanent Housing

Desired Outcome	Increase in the number of Permanent Housing Placements
Metrics	Placements (entries) into any PH project type
Client Universe	a) Persons... <ul style="list-style-type: none"> <li>• In any PH project</li> <li>• Who entered during current reporting period</li> </ul> b) Persons... <ul style="list-style-type: none"> <li>• In SO, ES, and TH project types</li> <li>• Who exited to a permanent destination</li> </ul>
Calculation	1. Using HMIS data, add the number of persons in the client universe 2. Unduplicate, retaining most recent activity during current reporting period  Entry into PH project is the base number and add any additional clients without a project entry, using the most recent Exit destination.
Source	HMIS

### 2. Measure HFE 2: Number of Persons Prevented from Becoming Homeless

Desired Outcome	Prevent homelessness with Homeless Prevention
Metrics	Placements (entries) into any "Prevention" project type
Client Universe	a) Persons... <ul style="list-style-type: none"> <li>• In any Prevention project</li> <li>• Who entered during current reporting period</li> </ul>
Calculation	1. Using HMIS data, add the number of persons in the client universe 2. Unduplicate, retaining most recent activity during current reporting period.
Source	HMIS

### 3. Measure HFE 3: Emergency Shelter Usage

Desired Outcome	Reduce average and median lengths of stay in Shelter
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Metrics	Number of persons staying in shelter The average length of time spent in shelter And exit destinations (homeless, transitional, and permanent)
Client Universe	b) Persons... <ul style="list-style-type: none"> <li>In any ES project</li> </ul>
Calculation	<ol style="list-style-type: none"> <li>Using HMIS data, add the number of persons in the client universe</li> <li>Add all shelter stays length of stay (cumulative for reporting period unless the stay was transacted in a single transaction in which case the full LOS would be reported)</li> </ol>
Source	HMIS

#### 4. Measure HFE 4: Retention Rate of Person Placed in Permanent Housing at 12 months after Exit

Desired Outcome	Increase housing retention rates
Metrics	Number of persons exiting any PH project type 12 months prior to reporting period. Did they retain permanent housing?
Client Universe	a) Persons... <ul style="list-style-type: none"> <li>Who exited any PH project type 12 months prior to reporting period</li> <li>Who have Housing outcomes data for current reporting period</li> </ul>
Calculation	<ol style="list-style-type: none"> <li>For each client identify the Exit date, adding 365.25 days for the "Due" date</li> <li>Count clients with housing outcomes data collected and were contacted</li> <li>Count clients with confirmation they maintained housing 12 month post exit</li> <li>Retention is calculated #3/#1 and #2/#1</li> </ol>
Source	HMIS

#### 5. Measure HFE 5: Data Quality/Data Completeness

Desired Outcome	Statistically reliable reporting with complete data
Metrics	HUD Universal Data Elements (UDEs)
Client Universe	a) Persons... <ul style="list-style-type: none"> <li>Actively engaged in any project</li> </ul>
Calculation	1. Completed HUD UDEs / Total client in project
Source	HMIS

#### 6. Measure HFE 6: Bed Occupancy Rate

Desired Outcome	Utilization of ES beds including seasonal and over-flow beds
Metrics	HUD Universal Data Elements (UDEs)
Client Universe	a) Persons... <ul style="list-style-type: none"> <li>In any ES project type during current reporting period</li> </ul> b) Beds... <ul style="list-style-type: none"> <li>Bed nights available during current reporting period</li> </ul>

Calculation	1. Persons/Beds available  Available beds for reporting period will be calculated based on year-round equivalent calculations
Source	HMIS

### c. Equity Indicator(s)

Although data collected and reported can be disaggregated by race and ethnicity, there was a general consensus among the AHFE Coordinating Board members and the DOE Committee members that additional equity indicators or analysis were needed. There is a disproportionate representation of people of color (POC) among the homeless in the CoC as well as disparity in the provision of services and outcomes. The DOE Committee has identified a Disparity Ratio (DR) as a means for measuring the equity of service provision and outcomes and presenting this information in a way that will be helpful for decision-makers. The disparity ratio is calculated by dividing the measure (homelessness rate, placement and/or retention rates, etc.) for each racial and ethnic group by the measure for Non-Hispanic White (NHW) group, which will serve as comparison and reference point. Some of the disparity or equity ratios identified are as follows:

1. Average time homeless for POC/Average time homeless for NHW
2. Rate of homelessness for POC/Rate of homelessness for NHW
3. Rate of new homelessness for POC/Rate of new homelessness for NHW
4. Placement rate POC/Placement Rate NHW
  - a. Where placement rate = proportion of placements for each group (POC, NHW)/that group's proportion of the total homeless population
5. Retention Rate POC/Placement Rate NHW
6. Average length of stay for POC/Average length of stay for NHW

### d. Basic Demographics Data: Services Accessed and Permanent Housing Placements

In addition to above system performance measures, additional service access and permanent housing placement data are available through various existing HMIS reports. They can be broken down by various household types and subpopulations as well as in an aggregate form.

#	Data Dimensions	Additional Descriptions	Source
1	# Individuals		HMIS
2	Households types		HMIS
3	Race and ethnicity (including inclusive categories)		HMIS

4	Gender		HMIS
5	Age		HMIS
6	People with disabilities		HMIS
7	Veterans		HMIS
8	Chronic homelessness		HMIS

**Special Note:**

Victim service providers are prohibited from using an HMIS. The Domestic Violence Service Providers in Portland and Multnomah County use our comparable database. Information cannot be unduplicated across victim service providers nor against the comparable database providers and HMIS service providers. Reporting for both HMIS and the comparable database (locally called the Comp Site) can be run on each site and reported either separately or added together manually to reflect a quasi-aggregate report.

**e. Contextual Metrics**

These additional indicators will also be collected and reported to provide contextual information for the program outputs and outcomes. Contextual metrics will also also provide narrative for data analysis and reporting.

#	Indicators	Additional Descriptions	Source
1	Poverty rate	Annual	2014 ACS 5-YR
2	Rental vacancy rate	Bi-annual	Multi-Family Apartments
3	Rental cost burdened households	Annual	2014 ACS 5-YR
4	Unemployment rate	Quarterly	Oregon DOE
5	Number of uninsured (health)	Annual	2014 ACS 5-YR

**Data Collection and Report Preparation**

The following data sources have been identified for collecting the aforementioned system performance measures and other metrics (both outcomes and contextual).

- The Homeless Management Information System (HMIS) is a community-wide data collection software that captures client level information over time on the characteristics and service needs of people experiencing homelessness. The HMIS database provides significant opportunities to improve access to and delivery of services while strengthening community planning, program monitoring, and resource allocation.



For HMIS to be an effective tool, information must be entered routinely and accurately by agencies.

- b) The Point-In-Time Data (PIT) is a biannually conducted one-time community census of sheltered and unsheltered homeless population. In the Multnomah County, Portland, and Gresham CoC, the count of unsheltered homeless population is done every other year. The PIT data show a snapshot of homelessness in the community.
- c) The Annual Performance Report (APR) is a HUD reporting tool used to track program progress and accomplishments. The APR is an effective management tool for homeless housing and service providers to evaluate a number of issues (such as demographics, program design, and service needs). Because the APR utilizes the same report format for all CoC projects, it allows for fair comparisons and reliable information.
- d) The System Performance Measures Report (SPMR) is a new HUD reporting tool to track the system level performance measures discussed above. HUD will be using this report increasingly for HUD's competitive process for homeless assistance funding.
- e) The Department of Veterans Data (Veteran's Administration) provides supplemental data about veterans and their placement in housing.
- f) Other Data Sources
  - a. Administrative Data (budget, program costs, and personnel, etc.)
  - b. Census, BLS, etc.

The data will be collected from the above data sources quarterly where and when available. The PIT and a few contextual data will be collected on an annual or biannual basis.

The data collected will be processed by AHFE staff and reported after vetting with the AHFE DOE committee. Reporting will be considered as an integral part of the monitoring process, where essential information is provided in a systematic and timely manner at periodic intervals.

## Monitoring Report

The monitoring report, which will include the above measures, will be reported to the AHFE Coordinating Board on a quarterly basis. The report will include a listing of summary measures and brief analysis of data. When available, the report will also include narrative discussing the measures and trends. The first monitoring report will be ready after the HMIS software vendors complete programming of system performance reports in HMIS and their testing by our Data Outcomes and Evaluation Committee in May 2016.

### a) Reporting Format

Data will be reported in the following formats: paper, Excel spreadsheet, and a dashboard presentation using Tableau. The dashboard will focus on a few select measures from the list above; these will be identified by the AHFE DOE committee after consulting with stakeholders and the board.

**b) Timeline**

The quarterly reports will be submitted within the first month of the following quarter. The quarterly reporting will allow for “rolling up” the data on an annual basis as necessary, whether it is calendar year or fiscal year (state or federal).

Calendar Year (Jan – Dec)	City/County FY (July – June)	Federal FY (October – September)
Q1 January, February, March		
Q2 April, May, June		
Q3 July, August, September	Q1 July, August, September	
Q4 October, November, December	Q2 October, November, December	Q1 October, November, December
(YR2) Q1 January, February, March	Q3 January, February, March	Q2 January, February, March
(YR2) Q2 April, May, June	Q4 April, May, June	Q3 April, May, June
(YR2) Q3 July, August, September	(YR 2) Q1 July, August, September	Q4 July, August, September
(YR2) Q4 October, November, December	(YR2) Q2 October, November, December	(YR2) Q1 October, November, December

**Adoption of the Current Monitoring Plan**

The current monitoring plan when finalized by the AHFE Data Outcomes and Evaluation committee will be submitted to the AHFE Coordinating Board at the March 2, 2016 board meeting for adoption.

**Periodic Plan Review and Evaluation**

A review of the monitoring plan will be carried out by the AHFE Data Outcomes and Evaluation Committee at least on an annual basis. Even when there is no need to alter the monitoring plan, that decision and the date will be recorded in the monitoring plan. Also, the evaluation will include the following important part of the monitoring process: a) quality of measures, b) resource constraints, and c) staff and agency burden.

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<sup>i</sup> Monitoring is an ongoing process that assesses the quality of a CoC's and service providers' performance over a period of time. Monitoring provides information about CoC, service providers, and the clients that they serve which is critical for making informed judgments about program effectiveness and management efficiency. HUD also monitors CoCs and recipients to make sure that the programs are carried out efficiently and effectively. Thus, monitoring is also a HUD requirement. Monitoring also provides a basis for developing consistent data for yearly and multi-yearly evaluation, which is a selective exercise that attempts to systematically and objectively assess progress towards the achievement of an outcome.

**EXHIBIT E**  
**Participant Demographics Report**

**SEE ATTACHED**

Last Run on: MM/DD/YYYY HH:MM:SS AM/PM

Reporting Period MM/DD/YYYY - MM/DD/YYYY

Persons Served during the reporting period	Total		Without Children	With Children and Adults	With Only Children	Unknown HH Type
Total served during reporting period	###		###	###	###	###
Number on the first day of the reporting period	###		###	###	###	###
Number entering program new during the reporting period	###		###	###	###	###

Households Served during the reporting period (This may be an overcount if clients are served in multiple configurations.)	Total		Without Children	With Children and Adults	With Only Children	Unknown HH Type
Total served during reporting period	###		###	###	###	###
Number on the first day of the reporting period	###		###	###	###	###
Number entering program new during the reporting period	###		###	###	###	###

Gender	Total	% of Total Persons	Without Children	With Children and Adults	With Only Children	Unknown HH Type
Females (includes TG M to F)	###	##.# %	###	###	###	###
Male (includes TG F to M)	###	##.# %	###	###	###	###
Other	###	##.# %	###	###	###	###
Refused/Don't Know	###	##.# %	###	###	###	###
Missing	###	##.# %	###	###	###	###

Inclusive Identity (This will be an overcount as clients may choose multiple responses)	Total	% of Total Responses	Without Children	With Children and Adults	With Only Children	Unknown HH Type
White (Non-Hispanic)	###	##.# %	###	###	###	###
Persons of Color	###	##.# %	###	###	###	###
African (AOIC)	###	##.# %	###	###	###	###
Asian (AOIC)	###	##.# %	###	###	###	###
Black/African American (AOIC)	###	##.# %	###	###	###	###
Latino/Hispanic (AOIC)	###	##.# %	###	###	###	###
Middle Eastern (AOIC)	###	##.# %	###	###	###	###
Native American/Alaska Native (AOIC)	###	##.# %	###	###	###	###
Native Hawaiian/Pacific Islander (AOIC)	###	##.# %	###	###	###	###
Slavic (AOIC)	###	##.# %	###	###	###	###
White (AOIC)	###	##.# %	###	###	###	###
Refused/Don't Know	###	##.# %	###	###	###	###
Missing	###	##.# %	###	###	###	###

Federal Race Groups	Total			
	Not Hispanic/Latino	% of Total Persons	Hispanic/Latino	% of Total Persons
White	###	##.# %	###	##.# %
Black or African American	###	##.# %	###	##.# %
American Indian or Alaska Native	###	##.# %	###	##.# %
Asian	###	##.# %	###	##.# %
Native Hawaiian/Other Pacific Islander	###	##.# %	###	##.# %
American Indian or Alaska Native and White	###	##.# %	###	##.# %
Asian and White	###	##.# %	###	##.# %
Black or African American and White	###	##.# %	###	##.# %
American Indian or Alaska Native and Black or African American	###	##.# %	###	##.# %
Other	###	##.# %	###	##.# %
Refused/Don't Know	###	##.# %	###	##.# %
Missing	###	##.# %	###	##.# %

Sub-Population Information	Total	% of Total Persons	Without Children	With Children and Adults	With Only Children	Unknown HH Type
Female Head of Household	###	##.# %	###	###	###	###
Elderly Head of Household (65+)	###	##.# %	###	###	###	###
Veteran	###	##.# %	###	###	###	###
Disabled/Special Needs	###	##.# %	###	###	###	###
(HUD) Chronic Homelessness	###	##.# %	###	###	###	###
Domestic violence victim/survivor	###	##.# %	###	###	###	###

Age	Total	% of Total Persons	Without Children	With Children and Adults	With Only Children	Unknown HH Type
Under 5	###	##.# %	###	###	###	###
5 - 12	###	##.# %	###	###	###	###
13 - 17	###	##.# %	###	###	###	###
18 - 24	###	##.# %	###	###	###	###
25 - 54	###	##.# %	###	###	###	###
55 - 61	###	##.# %	###	###	###	###
62 - 64	###	##.# %	###	###	###	###
65 and over	###	##.# %	###	###	###	###
Refused/Don't Know	###	##.# %	###	###	###	###
Missing	###	##.# %	###	###	###	###

Household Income (MFI/AMI) [Count of Households]	Total	% of Total Households	Without Children	With Children and Adults	With Only Children	Unknown HH Type
(Extremely Low) 0-30%	###	##.# %	###	###	###	###
(Low) 31-50%	###	##.# %	###	###	###	###
(Moderate Income) 51-80%	###	##.# %	###	###	###	###
Over 80%	###	##.# %	###	###	###	###
Declined to Answer/Not Collected	###	##.# %	###	###	###	###

Service Count by Service Type	Total		Without Children	With Children and Adults	With Only Children	Unknown HH Type
(List by AIRS Taxonomy codes not necessarily these specific examples)						
Arts and Crafts Clubs	###		###	###	###	###
Case/Care Management	###		###	###	###	###
Employment	###		###	###	###	###
Food Pantries	###		###	###	###	###
Homeless Motel Vouchers	###		###	###	###	###
Housing/Shelter	###		###	###	###	###
Information and Referral	###		###	###	###	###
Life Skills Education	###		###	###	###	###
Local Transit Passes	###		###	###	###	###
Mental Health and Substance Use Disorder Services	###		###	###	###	###
Rent Payment Assistance	###		###	###	###	###
Substance Use Disorder Services	###		###	###	###	###
Transitional Housing/Shelter	###		###	###	###	###
Transportation	###		###	###	###	###

## **EXHIBIT F**

### **Payment Schedule**

**City of Portland provides quarterly allotment to Multnomah County during the first month of each calendar quarter based on the Total Funding Amounts as follows:**

- On or after July 1, and every subsequent quarter, Multnomah County submits an invoice of twenty five percent (25%) of the Total Funding Amounts to PHB.
- Within 10 business days of receipt of the invoice the City of Portland remits payment to Multnomah County.
- By the last day of the month following each quarter (i.e., quarter 1 – October 31), Multnomah County submits a reconciliation of actual expenditures for the previous quarter against the outstanding quarterly allotments. This reconciliation shall follow the format set forth in Exhibit G.

#### **Year-end Reconciliation**

During the Term of this agreement, year-end reconciliation will be as follows

- By July 7, Multnomah County submits preliminary reconciliation of actual expenditures for quarter 4 and for the fiscal year ending June 30.
- By July 12, PHB inputs data received in SAP.
- On or before August 12, Multnomah County submits final fiscal year reconciliation of actual expenditures for the previous fiscal year ending June 30.
- PHB works with the Office of Management and Finance to correct estimated expenditures in order to finalize the Comprehensive Annual Financial Report (CAFR).

## EXHIBIT G

### Reconciliation Submittals

#### SAMPLE GENERAL FUND RECONCILIATION SUBMITTALS TEMPLATE

Date:

To: City of Portland/PHB  
Attn: PHB Contract Manager  
421 SW 6th Avenue, Suite 500  
Portland, OR 97204  
Contract #: 3000xxxx

From: Multnomah County  
501 SE Hawthorne Blvd.  
Portland, OR 97214

Reconciliation Period: \_\_\_\_\_ Month & Year or Quarter \_\_\_\_\_

	IGA Budget	Expenditures Reported For Reconciliation Prior Periods	Expenditures Reported For Reconciliation This Period	Total Expenditures Reported
Provider Name 1		125,000.00	235,000.00	360,000.00
Provider Name 2		250,000.00	125,000.00	375,000.00
Provider Name 3		300,000.00	225,000.00	525,000.00
Multnomah County		125,000.00	115,000.00	240,000.00
<b>Homeless Data Systems Total</b>	<b>5,000,000</b>	<b>800,000.00</b>	<b>700,000.00</b>	<b>1,500,000.00</b>
Provider Name 1		200,000.00	225,000.00	425,000.00
Provider Name 2		300,000.00	275,000.00	575,000.00
Provider Name 3		600,000.00	200,000.00	800,000.00
Multnomah County		400,000.00	300,000.00	700,000.00
<b>Rapid Rehousing Total</b>	<b>5,000,000</b>	<b>1,500,000.00</b>	<b>1,000,000.00</b>	<b>2,500,000.00</b>
Provider Name 1		250,000.00	250,000.00	500,000.00
Provider Name 2		300,000.00	500,000.00	800,000.00
Provider Name 3		100,000.00	250,000.00	350,000.00
Multnomah County		350,000.00	250,000.00	600,000.00
<b>Safety off the Streets Total</b>	<b>5,000,000</b>	<b>1,000,000.00</b>	<b>1,250,000.00</b>	<b>2,250,000.00</b>
Provider Name 1		200,000.00	400,000.00	600,000.00



Provider Name 2		250,000.00	600,000.00	850,000.00
Provider Name 3		190,000.00	500,000.00	690,000.00
Multnomah County		560,000.00	100,000.00	660,000.00
<b>System Support Services Total</b>	<b>5,000,000</b>	<b>1,200,000.00</b>	<b>1,600,000.00</b>	<b>2,800,000.00</b>
<b>Grand Total</b>	<b>20,000,000</b>	<b>4,500,000.00</b>	<b>4,550,000.00</b>	<b>9,050,000.00</b>

Prepared by: \_\_\_\_\_  
*Print Name and Sign*
*Date*

Phone Number: xxx.xxx.xxxx Email: \_\_\_\_\_

Approved by: \_\_\_\_\_  
*Print Name and Sign*
*Date*

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award.

*NOTE 1: Reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature.*

*NOTE 2: Multnomah County will attach financial statements (e.g., income statements, P&L statement) from providers and from Multnomah County sufficient to back the expenditures submitted for reconciliation.*

## EXHIBIT H

### The City's 16/17 Budget

<b>City's 16/17 Budget</b>	
<b>City Baseline Funding Amount:</b>	<b>\$15,000,000.00</b>
<b>City Additional funding for 16/17:</b>	
General Fund One-Time	<b>\$7,730,074.00</b>
<b>City Total Funding Amount (\$15,000,000.00 + \$7,730,074.00):</b>	<b>\$22,730,074.00</b>
HUD HOPWA Grant	1,091,788.00
HUD ESG Grant	452,694.00
HUD ESG Grant – STRA	250,409.00
Planning Grant	459,435.00
McKinney-OTIS Grant	317,970.00
<b>Federal Dollars:</b>	<b>\$ 2,572,296.00</b>
<b>City's 16/17 Funding</b>	<b>\$ 25,302,370.00</b>

## EXHIBIT I

### The County's 16/17 Budget

#### Multnomah County Funding

FY 2017 Proposed + Adopted

*Last Updated: June 14, 2016*

<b>Multnomah County Total Funding FY 2016-17 Only</b>	
General Fund Ongoing	12,078,833
General Fund One-Time	5,800,744
Federal/State Grants	4,126,601
<i>City-County Omnibus Contract</i>	<i>884,000</i>
<i>HUD Funding</i>	<i>2,183,296</i>
<i>State of Oregon Emergency Housing Assistance (EHA)</i>	<i>513,474</i>
<i>State of Oregon Emergency Shelter Grant (ESG)</i>	<i>113,771</i>
<i>State of Oregon State Homeless Assistance Program (SHAP)</i>	<i>340,354</i>
<i>DOJ Office of Violence Against Women</i>	<i>91,706</i>
<b>Multnomah County Total Funding Amount</b>	<b>22,006,178</b>

\*General Fund includes Video Lottery Funds