## **Before Starting the CoC Application**

The CoC Consolidated Application is made up of two parts: the CoC Application and the CoC Priority Listing, with all of the CoC's project applications either approved and ranked, or rejected. The Collaborative Applicant is responsible for submitting both the CoC Application and the CoC Priority Listing in order for the CoC Consolidated Application to be considered complete.

The Collaborative Applicant is responsible for:

- 1. Reviewing the FY 2017 CoC Program Competition NOFA in its entirety for specific application and program requirements.
- 2. Ensuring all questions are answered completely.
- Reviewing the FY 2017 CoC Consolidated Application Detailed Instructions, which gives additional information for each question.
- 4. Ensuring all imported responses in the application are fully reviewed and updated as needed.
- 5. The Collaborative Applicant must review and utilize responses provided by project applicants in their Project Applications.
- 6. Some questions require the Collaborative Applicant to attach documentation to receive credit for the question. This will be identified in the question.
- Note: For some questions, HUD has provided documents to assist Collaborative Applicants in filling out responses. These are noted in the application.
- All questions marked with an asterisk (\*) are mandatory and must be completed in order to submit the CoC Application.

For CoC Application Detailed Instructions click here.

## 1A. Continuum of Care (CoC) Identification

#### Instructions:

For guidance on completing this application, please reference the FY 2017 CoC Application Detailed Instructions and the FY 2017 CoC Program Competition NOFA. Please submit technical questions to the HUD Exchange Ask A Question.

**1A-1. CoC Name and Number:** OR-507 - Clackamas County CoC

**1A-2. Collaborative Applicant Name:** Clackamas County

1A-3. CoC Designation: CA

1A-4. HMIS Lead: Clackamas County

## 1B. Continuum of Care (CoC) Engagement

#### Instructions:

FY2017 CoC Application

For guidance on completing this application, please reference the FY 2017 CoC Application Detailed Instructions and the FY 2017 CoC Program Competition NOFA. Please submit technical questions to the HUD Exchange Ask A Question.

1B-1. From the list below, select those organization(s) and/or person(s) that participate in CoC meetings. Using the drop-down boxes, indicate if the organization(s) and/or person(s): (1) participate in CoC meetings; and (2) vote, including selection of CoC Board members.

Responses should be for the period from 5/1/16 to 4/30/17.

Organization/Person Categories	Participates in CoC Meetings	Votes, including electing CoC Board Members
Local Government Staff/Officials	Yes	Yes
CDBG/HOME/ESG Entitlement Jurisdiction	Yes	Yes
Law Enforcement	Yes	Yes
Local Jail(s)	Yes	Yes
Hospital(s)	Yes	Yes
EMT/Crisis Response Team(s)	Yes	Yes
Mental Health Service Organizations	Yes	Yes
Substance Abuse Service Organizations	Yes	Yes
Affordable Housing Developer(s)	Yes	Yes
Disability Service Organizations	Yes	Yes
Disability Advocates	Yes	Yes
Public Housing Authorities	Yes	Yes
CoC Funded Youth Homeless Organizations	Yes	Yes
Non-CoC Funded Youth Homeless Organizations	Yes	No
Youth Advocates	Yes	Yes
School Administrators/Homeless Liaisons	Yes	Yes
CoC Funded Victim Service Providers	Yes	Yes
Non-CoC Funded Victim Service Providers	Yes	No
Domestic Violence Advocates	Yes	Yes
Street Outreach Team(s)	Yes	Yes
Lesbian, Gay, Bisexual, Transgender (LGBT) Advocates	Yes	Yes
LGBT Service Organizations	Yes	Yes
Agencies that serve survivors of human trafficking	Yes	Yes
Other homeless subpopulation advocates	Yes	Yes
Homeless or Formerly Homeless Persons	Yes	Yes
Other:(limit 50 characters)		

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Veterans Administration	Yes	No

## Applicant must select Yes, No or Not Applicable for all of the listed organization/person categories in 1B-1.

# 1B-1a. Describe the specific strategy(s) the CoC uses to solicit and consider opinions from organizations and/or persons that have an interest in preventing or ending homelessness. (limit 1000 characters)

CoC includes CoC and non CoC funded providers, faith based groups and community members. Monthly agendas are sent a week before each meeting, and CoC encourages active participation through in-depth discussion and voting. New providers are invited to present their services and actively participate in conversations. CoC committees are composed of persons who are passionate about homeless populations such as veterans/homeless youth. Advice is regularly sought from specialized service providers, with information used to improve Coordinated Access process. Given the current housing crisis, case managers were struggling to help participants successfully access rental units. CoC invited a panel of case managers to share their strategies and answer questions. The panel included case managers well-versed in working with CH, veterans, youth, DV survivors and immigrants. CoC case managers in the audience used the information to help more participants access permanent housing.

# 1B-2. Describe the CoC's open invitation process for soliciting new members, including any special outreach. (limit 1000 characters)

CoC members are active throughout the community and invite interested parties to join the email list, attend CoC meetings, and receive notices of funding opportunities on a regular, on-going basis. The CoC Coordinator interacts with many stakeholders throughout the community, and all are invited to join the CoC. There are currently 158 CoC members on the email list serve, and counting. New members are solicited to join the CoC board annually. Specific outreach is done to contact those who have lived experience of homelessness, are interested in homelessness and represent diverse communities. This year, two new board members were added: a manager of an up-and-coming housing provider (does not receive CoC funding) and a recent service user.

1B-3. Describe how the CoC notified the public that it will accept and consider proposals from organizations that have not previously received CoC Program funding in the FY 2017 CoC Program Competition, even if the CoC is not applying for new projects in FY 2017. The response must include the date(s) the CoC made publicly knowing they were open to proposals. (limit 1000 characters)

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New agencies are informed about annual CoC competition & priorities. CoC ListServe is open for anyone to join, used often & has CoC & non-CoC agencies. CoC Coordinator (CoCC) emailed all 158 CoC members, including all known homeless serving agencies on 7/26/17, reminder email included ranking criteria set by CoC Steering Committee (CoCSC) on 8/14/17, & held TA meeting for potential applicants on 8/23/17. Emails explicitly state CoC considers applications from non-CoC funded agencies. Both emails included NOFA & application instructions.

CoCSC analyzed CE data to determine local need. New & renewal applications were scored using HUD & local priorities including: population served (considering needs of vulnerable pops.), housing component type, exits to PH, bed utilization, income increases, equity & compliance w/24 CFR part 578. No new entities submitted 2017 applications. Focused outreach resulted in ongoing TA to prepare new applicants for future NOFAs.

## 1C. Continuum of Care (CoC) Coordination

#### Instructions:

For guidance on completing this application, please reference the FY 2017 CoC Application Detailed Instructions and the FY 2017 CoC Program Competition NOFA. Please submit technical questions to the HUD Exchange Ask A Question.

1C-1. Using the chart below, identify the Federal, State, Local, Private and Other organizations that serve homeless individuals, families, unaccompanied youth, persons who are fleeing domestic violence, or those at risk of homelessness that are included in the CoCs coordination; planning and operation of projects.

Only select "Not Applicable" if the funding source(s) do not exist in the CoC's geographic area.

Entities or Organizations the CoC coordinates planning and operation of projects	Coordinates with Planning and Operation of Projects
Housing Opportunities for Persons with AIDS (HOPWA)	Yes
Temporary Assistance for Needy Families (TANF)	Yes
Runaway and Homeless Youth (RHY)	Not Applicable
Head Start Program	Yes
Housing and service programs funded through Department of Justice (DOJ) resources	Yes
Housing and service programs funded through Health and Human Services (HHS) resources	Yes
Housing and service programs funded through other Federal resources	Yes
Housing and service programs funded through state government resources	Yes
Housing and service programs funded through local government resources	Yes
Housing and service programs funded through private entities, including foundations	Yes
Other:(limit 50 characters)	
US Department of Veterans Affairs	Yes
All school districts within County	Yes

1C-2. Describe how the CoC actively consults with Emergency Solutions Grant (ESG) recipient's in the planning and allocation of ESG funds. Include in the response: (1) the interactions that occur between the CoC and the ESG Recipients in the planning and allocation of funds; (2) the CoCs participation in the local Consolidated Plan jurisdiction(s) process by providing Point-in-Time (PIT) and Housing Inventory Count (HIC) data to the Consolidated Plan jurisdictions; and (3) how the CoC ensures local homelessness information is clearly communicated and addressed in Consolidated Plan updates. (limit 1000 characters)

Clackamas County is ESG & Con Plan jurisdiction & CoC geographic area. The same County office coordinates CoC activities, and is the entitlement community for CDBG, HOME & ESG funds. RFPs are written & ESG funds are

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allocated in consultation with CoC members. In FY16, 3 of 4 ESG providers are also CoC providers. ESG providers are actively involved in CoC planning, policies, performance standards and performance measurement. CoC agencies are regularly consulted by County staff on all homeless planning, funding, goals, policies, and procedures.

Clackamas County (CC) is the only Con Plan jurisdiction in the CoC geographic area. HIC, PIT and Coordinated Assessment data were included in the Con Planning process. Staff working on the Con Plan regularly consult with CoC staff to address this homelessness data in the plan. All funding recommendations and action plans are presented at a full CoC meeting for feedback. CoC leadership read and advise on Con Plan prior to submission.

#### 1C-3. CoCs must demonstrate the local efforts to address the unique needs of persons, and their families, fleeing domestic violence that includes access to housing and services that prioritizes safety and confidentiality of program participants. (limit 1000 characters)

Survivors fleeing DV can call Coordinated Entry (CE) or Clackamas Women's Services (CWS) or walk into any CoC or ESG service provider to be assessed for all CoC and ESG programs. CoC CE assessments are trauma informed and require no details about abuse that occurred. CWS staff use CE to assess homeless survivors. CWS then contacts HMIS staff for HMIS data entry with a unique number and no client identifying data. As housing slots open, the CoC program works with CWS to house participants. Survivors with zero income are housed regularly and all survivors have access to no-cost support groups, counseling and wrap around support. Individual choice and safety needs are always respected, including location of housing and services. All survivors are informed about A Safe Place (ASP) drop-in family justice center, with confidential services by DV providers, Sheriff, Legal Aid, DHS, Latino culturally specific and faith-based providers.

1C-3a. CoCs must describe the following: (1) how regular training is provided to CoC providers and operators of coordinated entry processes that addresses best practices in serving survivors of domestic violence; (2) how the CoC uses statistics and other available data about domestic violence, including aggregate data from comparable databases. as appropriate, to assess the scope of community needs related to domestic violence and homelessness; and (3) the CoC safety and planning protocols and how they are included in the coordinated assessment. (limit 1,000 characters)

DV providers 100% integrated, CoC voting members. Regular Trauma Informed Care training offered. DV provider (CWS) spoke on CoC high barrier housing panel (1/17). FY 16-17, CoC/CE operators & providers trained on Fleeing DV definition, serving survivors not wanting HMIS entry & new VAWA rules. CoC has VAWA transfer policy. CoC to sponsor 10/17 Human Trafficking training, gives 2 or more DV training/year.

CWS gets survivor feedback, tracks needs & housing strategies outcomes. DV providers piloted expanded RRH, diversion & prevention 16-17. Data showed many survivors prefer to stay in their homes. This data to inform new state

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funded 17-18 CoC diversion, prevention & RRH.

CWS uses CE w/homeless survivors, does individual safety plans w/each. HMIS staff enter in CE w/no identifiers. CoC programs then work w/CWS to safely house survivors. 35% of CE adults relate as survivors. Addressing need, CoC works to expand safe housing & services, approved PH bonus 7 units for survivors.

1C-4. Using the chart provided, for each of the Public Housing Agency's (PHA) in the CoC's geographic area: (1) identify the percentage of new admissions to the Public Housing or Housing Choice Voucher (HCV) Programs in the PHA's that were homeless at the time of admission; and (2) indicate whether the PHA has a homeless admission preference in its Public Housing and/or HCV program.

Attachment Required: If the CoC selected, "Yes-Public Housing", "Yes-HCV" or "Yes-Both", attach an excerpt from the PHA(s) written policies or a letter from the PHA(s) that addresses homeless preference.

Public Housing Agency Name	% New Admissions into Public Housing and Housing Choice Voucher Program during FY 2016 who were homeless at entry	PHA has General or Limited Homeless Preference
Housing Authority of Clackamas County	38.00%	Yes-HCV

If you select "Yes--Public Housing," "Yes--HCV," or "Yes--Both" for "PHA has general or limited homeless preference," you must attach documentation of the preference from the PHA in order to receive credit.

1C-4a. For each PHA where there is not a homeless admission preference in their written policies, identify the steps the CoC has taken to encourage the PHA to adopt such a policy. (limit 1000 characters)

Please note: Housing Authority of Clackamas County (HACC) is an active partner in the CoC and has offered homeless admission preferences for Housing Choice (Section 8) vouchers for many years. CoC has urged HACC to adopt a homeless admission preference for Low Rent Public Housing. CoC leadership shared 2013 USICH PHA Guidebook on ending homelessness and 2014 HUD PD & R Study of PHA's Efforts to Serve People Experiencing Homelessness with HACC Asset Manager and Director and held several meetings to advocate for this additional homeless admission preference. HACC and CoC collaboratively drafted a new Public Housing homeless admission preference scheduled to go before HACC's Board in November 2017 and expected to be operational in July 2018.

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1C-5. Describe the actions the CoC has taken to: (1) address the needs of Lesbian, Gay, Bisexual, Transgender (LGBT) individuals and their families experiencing homelessness, (2) conduct regular CoC-wide training with providers on how to effectively implement the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Idenity, including Gender Identify Equal Access to Housing, Fina Rule; and (3) implementation of an anti-discrimination policy. (limit 1000 characters)

CoC addresses the needs of LGBTQ people and their families by ensuring staff are culturally competent and include LGBTQ community members. Both CoC Co-Chairs are LGBTQ-identified, Cascade Aids Project serves on the CoCSC, and LGBTQ youth provider partners with CoC on PIT. Co-Chair attended Equal Access Rule training hosted by HUD on 7/15/16. Subsequently, the information was shared at CoC wide training on 9/28/16. Information and training materials were made available by email following the training. Follow up trainings on the rule were conducted at two CoC partner agencies to include line staff. Formal trainings are held at least annually and ongoing discussions on effectively serving homeless LGBTQ persons and their families have occurred during monthly CoC meetings. Regional Veteran Service Officers were trained in LGBTQ cultural competency 3/17 including serving homeless LGBTQ veterans. CoC adopted an anti-discrimination policy 5/15 and reviews policy annually.

# 1C-6. Criminalization: Select the specific strategies implemented by the CoC to prevent the criminalization of homelessness in the CoC's geographic area. Select all that apply.

Engaged/educated local policymakers:	Х
Engaged/educated law enforcement:	X
Engaged/educated local business leaders	X
Implemented communitywide plans:	X
No strategies have been implemented	
Other:(limit 50 characters)	
Law Enforcement Assisted Diversion planned	Х
Broad partnership to address squatters houses	X
Service focus @ big camps bordering 2 counties	Х

## When "No Strategies have been implemented" is selected no other checkbox may be selected.

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## 1D. Continuum of Care (CoC) Discharge Planning

#### Instructions:

For guidance on completing this application, please reference the FY 2017 CoC Application Detailed Instructions and the FY 2017 CoC Program Competition NOFA. Please submit technical questions to the HUD Exchange Ask A Question.

1D-1. Discharge Planning-State and Local: Select from the list provided, the systems of care the CoC coordinates with and assists in state and local discharge planning efforts to ensure those who are discharged from that system of care are not released directly to the streets, emergency shelters, or other homeless assistance programs. Check all that apply.

Foster Care:	X
Health Care:	X
Mental Health Care:	X
Correctional Facilities:	X
None:	

1D-1a. If the applicant did not check all the boxes in 1D-1, provide: (1) an explanation of the reason(s) the CoC does not have a discharge policy in place for the system of care; and (2) provide the actions the CoC is taking or plans to take to coordinate with or assist the State and local discharge planning efforts to ensure persons are not discharged to the street, emergency shelters, or other homeless assistance programs. (limit 1000 characters)

Not applicable.

1D-2. Discharge Planning: Select the system(s) of care within the CoC's geographic area the CoC actively coordinates with to ensure persons who have resided in any of the institutions listed below longer than 90 days are not discharged directly to the streets, emergency shelters, or other homeless assistance programs. Check all that apply.

Foster Care:		X
Health Care:		Х
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Mental Health Care:	X
Correctional Facilities:	X
None:	

## 1E. Continuum of Care (CoC) Project Review, Ranking, and Selection

#### Instructions

For guidance on completing this application, please reference the FY 2017 CoC Application Detailed Instructions and the FY 2017 CoC Program Competition NOFA. Please submit technical questions to the HUD Exchange Ask A Question.

1E-1. Using the drop-down menu, select the appropriate response(s) that demonstrate the process the CoC used to rank and select project applications in the FY 2017 CoC Program Competition which included (1) the use of objective criteria; (2) at least one factor related to achieving positive housing outcomes; and (3) included a specific method for evaluating projects submitted by victim service providers.

Attachment Required: Public posting of documentation that supports the process the CoC used to rank and select project application.

Used Objective Criteria for Review, Rating, Ranking and Section	Yes
Included at least one factor related to achieving positive housing outcomes	Yes
Included a specific method for evaluating projects submitted by victim service providers	Yes

### 1E-2. Severity of Needs and Vulnerabilities

CoCs must provide the extent the CoC considered the severity of needs and vulnerabilities experienced by program participants in their project ranking and selection process. Describe: (1) the specific vulnerabilities the CoC considered; and (2) how the CoC takes these vulnerabilities into account during the ranking and selection process. (See the CoC Application Detailed Instructions for examples of severity of needs and vulnerabilities.)

(limit 1000 characters)

CoC Steering Committee considered severity of needs and vulnerabilities in 2017 ranking process. Renewal projects focused on serving Chronically Homeless, DV survivors, unaccompanied youth, families with children, people with disabilities or Veterans were awarded additional points. Lower threshold goals, resulting in weighted scoring, were used for some measures for PSH programs serving high-needs populations.

Additional points were given to projects that used Housing First model to serve high-need, high-vulnerability populations including: survivors of abuse/victimization, those w/criminal records, chronically homeless individuals & families, people with low or no income & people with current or past substance abuse. Points & scoring directly affect a project's rank. When projects scored similarly, projects that serve vulnerable populations listed above

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received additional ranking placement consideration based on community need evidenced by Coordinated Entry data.

1E-3. Using the following checklist, select: (1) how the CoC made publicly available to potential project applicants an objective ranking and selection process that was used for all project (new and renewal) at least 2 days before the application submission deadline; and (2) all parts of the CoC Consolidated Application, the CoC Application attachments, Priority Listing that includes the reallocation forms and Project Listings that show all project applications submitted to the CoC were either accepted and ranked, or rejected and were made publicly available to project applicants, community members and key stakeholders.

Attachment Required: Documentation demonstrating the objective ranking and selections process and the final version of the completed CoC Consolidated Application, including the CoC Application with attachments, Priority Listing with reallocation forms and all project applications that were accepted and ranked, or rejected (new and renewal) was made publicly available. Attachments must clearly show the date the documents were publicly posted.

Public Posting	
CoC or other Website	X
Email	X
Mail	
Advertising in Local Newspaper(s)	
Advertising on Radio or Television	
Social Media (Twitter, Facebook, etc.)	X

1E-4. Reallocation: Applicants must demonstrate the ability to reallocate lower performing projects to create new, higher performing projects. CoC's may choose from one of the following two options below to answer this question. You do not need to provide an answer for both.

Option 1: The CoC actively encourages new and existing providers to apply for new projects through reallocation.

Attachment Required - Option 1: Documentation that shows the CoC actively encouraged new and existing providers to apply for new projects through reallocation.

Option 2: The CoC has cumulatively reallocated at least 20 percent of the CoC's ARD between FY 2013 and FY 2017 CoC Program Competitions.

No Attachment Required - HUD will calculate the cumulative amount based on the CoCs reallocation forms submitted with each fiscal years Priority Listing.

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Reallocation: Option 2

No Attachment Required - HUD will calculate the cumulative amount based on the CoCs reallocation forms submitted with each fiscal years Priority Listing.

1E-5. If the CoC rejected or reduced project 09/11/2107 application(s), enter the date the CoC and Collaborative Applicant notified project applicants their project application(s) were being rejected or reduced in writing outside of e-snaps.

Attachment Required: Copies of the written notification to project applicant(s) that their project application(s) were rejected. Where a project application is being rejected or reduced, the CoC must indicate the reason(s) for the rejection or reduction.

1E-5a. Provide the date the CoC notified 09/11/2017 applicant(s) their application(s) were accepted and ranked on the Priority Listing, in writing, outside of e-snaps.

Attachment Required: Copies of the written notification to project applicant(s) their project application(s) were accepted and ranked on the Priority listing.

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# 2A. Homeless Management Information System (HMIS) Implementation

#### Intructions:

For guidance on completing this application, please reference the FY 2017 CoC Application Detailed Instructions and the FY 2017 CoC Program Competition NOFA. Please submit technical questions to the HUD Exchange Ask A Question.

2A-1. Does the CoC have in place a Yes
Governance Charter or other written
documentation (e.g., MOU/MOA) that outlines
the roles and responsibilities of the CoC and
HMIS Lead?

Attachment Required: If "Yes" is selected, a copy of the sections of the Governance Charter, or MOU/MOA addressing the roles and responsibilities of the CoC and HMIS Lead.

2A-1a. Provide the page number(s) where the roles and responsibilities of the CoC and HMIS Lead can be found in the attached document(s) referenced in 2A-1. In addition, indicate if the page number applies to the Governance Charter or MOU/MOA.

Page 1-2 MOU

- 2A-2. Does the CoC have a HMIS Policies and Yes Procedures Manual? Attachment Required: If the response was "Yes", attach a copy of the HMIS Policies and Procedures Manual.
- **2A-3. What is the name of the HMIS software** Mediware ServicePoint **vendor?**
- **2A-4. Using the drop-down boxes, select the** Statewide HMIS (multiple CoC) **HMIS implementation Coverage area.**

2A-5. Per the 2017 HIC use the following chart to indicate the number of beds in the 2017 HIC and in HMIS for each project type within the CoC. If a particular project type does not exist in the CoC then enter "0" for all cells

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### in that project type.

Project Type	Total Beds in 2017 HIC	Total Beds in HIC Dedicated for DV	Total Beds in HMIS	HMIS Bed Coverage Rate
Emergency Shelter (ESG) beds	16	0	16	100.00%
Safe Haven (SH) beds	0	0	0	
Transitional Housing (TH) beds	69	6	63	100.00%
Rapid Re-Housing (RRH) beds	133	0	133	100.00%
Permanent Supportive Housing (PSH) beds	319	7	312	100.00%
Other Permanent Housing (OPH) beds	0	0	0	

2A-5a. To receive partial credit, if the bed coverage rate is below 85 percent for any of the project types, the CoC must provide clear steps on how it intends to increase this percentage for each project type over the next 12 months. (limit 1000 characters)

The HMIS bed coverage rate is 100% for 2017.

2A-6. Annual Housing Assessment Report 12 (AHAR) Submission: How many Annual **Housing Assessment Report (AHAR) tables** were accepted and used in the 2016 AHAR?

2A-7. Enter the date the CoC submitted the 04/27/2017 2017 Housing Inventory Count (HIC) data into the Homelessness Data Exchange (HDX). (mm/dd/yyyy)

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## 2B. Continuum of Care (CoC) Point-in-Time Count

#### Instructions:

For guidance on completing this application, please reference the FY 2017 CoC Application Detailed Instructions and the FY 2017 CoC Program Competition NOFA. Please submit technical questions to the HUD Exchange Ask A Question.

2B-1. Indicate the date of the CoC's 2017 PIT 01/23/2017 count (mm/dd/yyyy). If the PIT count was conducted outside the last 10 days of January 2017, HUD will verify the CoC received a HUD-approved exception.

2B-2. Enter the date the CoC submitted the 04/27/2017 PIT count data in HDX. (mm/dd/yyyy)

# 2C. Continuum of Care (CoC) Point-in-Time (PIT) Count: Methodologies

#### Instructions:

For guidance on completing this application, please reference the FY 2017 CoC Application Detailed Instructions and the FY 2017 CoC Program Competition NOFA. Please submit technical questions to the HUD Exchange Ask A Question.

2C-1. Describe any change in the CoC's sheltered PIT count implementation, including methodology and data quality changes from 2016 to 2017. Specifically, how those changes impacted the CoCs sheltered PIT count results. (limit 1000 characters)

Not applicable

**2C-2. Did your CoC change its provider** Yes coverage in the 2017 sheltered count?

2C-2a. If "Yes" was selected in 2C-2, enter the change in provider coverage in the 2017 sheltered PIT count, including the number of beds added or removed due to the change.

Beds Added:	1
Beds Removed:	40
Total:	-39

2C-3. Did your CoC add or remove emergency No shelter, transitional housing, or Safe-Haven inventory because of funding specific to a Presidentially declared disaster resulting in a change to the CoC's 2017 sheltered PIT count?

2C-3a. If "Yes" was selected in 2C-3, enter the number of beds that were added or removed in 2017 because of a Presidentially declared disaster.

Beds Added:	0
Beds Removed:	0
Total:	0

# 2C-4. Did the CoC change its unsheltered PIT Yes count implementation, including methodology and data quality changes from

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# 2016 to 2017? CoCs that did not conduct an unsheltered count in 2016 or did not report unsheltered PIT count data to HUD in 2016 should

compare their efforts in 2017 to their efforts in 2015.

2C-4a. Describe any change in the CoC's unsheltered PIT count implementation, including methodology and data quality changes from 2016 to 2017. Specify how those changes impacted the CoC's unsheltered PIT count results. See Detailed Instructions for more information. (limit 1000 characters)

Coordinated Entry (CE) staff interviewed all callers for the PIT this year. While CE was operating during the 2015 PIT count, it had only been in place a few weeks. Therefore, more surveys were completed through CE than in the 2015 PIT count.

County funded homeless outreach, focusing on veterans, continues to be robust. That outreach worker created partnerships with other outreach workers across the county, who were not otherwise in communication. They were able to coordinate their knowledge of homeless camp locations, and use their relationships with the unsheltered community to effectively survey the unsheltered population.

These outreach and data collection methods resulted in unsheltered PIT count numbers increasing from 2015 to 2017 in all categories except for Veterans and chronically homeless. These two populations overlap. PIT numbers decreased due to this outreach and adding new Vet-specific housing programs to the CoC.

## 2C-5. Did the CoC implement specific Yes measures to identify youth in their PIT count?

2C-5a. If "Yes" was selected in 2C-5, describe the specific measures the CoC; (1) took to identify homeless youth in the PIT count; (2) during the planning process, how stakeholders that serve homeless youth were engaged; (3) how homeless youth were engaged/involved; and (4) how the CoC worked with stakeholders to select locations where homeless youth are most likely to be identified. (limit 1000 characters)

During the PIT count, actions taken to identify homeless youth in the PIT included partnering with stakeholders by holding focus groups with 3 youth-specific service partners during the planning process (Youth Move, The Living Room-LGBTQ, and CTEC - ed. and voc. services) to ID strategies for best engaging local youth; coordination with school homeless liaisons to accurately capture PIT data for all homeless and unaccompanied students. Youth were engaged in the planning and implementation process through youth-specific focus groups at 3 provider locations to determine most effective locations and strategies; PIT count was completed at locations identified as common gathering spots by youth; local youth accessing services included in the process

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as volunteers to survey peers, encouraging participation; language was reframed from homelessness to housing status to reduce stigma commonly associated; and inclusion of a new question to capture pregnant and parenting youth.

2C-6. Describe any actions the CoC implemented in its 2017 PIT count to better count individuals and families experiencing chronic homelessness, families with children, and Veterans experiencing homelessness. (limit 1000 characters)

Coordinated Entry call-in line staff interviewed all callers for the PIT this year. While we had an operating Coordinated Entry program during the 2015 PIT count, it had only been in place for a few weeks. Therefore, more calls were taken and more PIT surveys completed through that source than in the last PIT count. This increased data collection allowed us to better count families with children and individuals and families experiencing chronic homelessness.

In addition to our improved coordination and partnerships between the County-level veterans outreach worker and other outreach workers in the community, the County held a Veterans Stand Down even on 1/28/17. The VA, VSO, outreach workers and volunteers coordinated the event, which included county wide transportation. Attendees were surveyed for the PIT count. These actions improved the capacity of the CoC to count Veterans experiencing homelessness.

## 3A. Continuum of Care (CoC) System Performance

#### Instructions

For guidance on completing this application, please reference the FY 2017 CoC Application Detailed Instructions and the FY 2017 CoC Program Competition NOFA. Please submit technical questions to the HUD Exchange Ask A Question.

3A-1. Performance Measure: Reduction in the Number of First-Time Homeless. Describe: (1) the numerical change the CoC experienced; (2) the process the CoC used to identify risk factors of becoming homeless for the first time; (3) the strategies in place to address individuals and families at risk of becoming homeless; and (4) the organization or position that is responsible for overseeing the CoC's strategy to reduce or end the number of individuals and families experiencing homelessness for the first time.

(limit 1000 characters)

Number of first-time homeless served by ES, TH & PH increased. Coordinated Entry (CE) data was analyzed to identify risk factors for individuals & families first time homelessness. Risk factors include low incomes, single parent families, fleeing DV, large families & disability. More data analysis of families who entered ES was done. Most shelter families scored 2 or higher on Hennepin County Barriers Assessment, thus rent assistance to prevent first time homelessness is prioritized to families scoring 2 or higher.

CoC provided advocacy with state resulting in 300% funding increase for system diversion, homelessness prevention & RRH for next 2 years. System diversion & more homelessness prevention was piloted 16-17 w/DV provider. Expanded diversion, prevention & RRH as well as existing TBRA & locally funded prevention will be incorporated into CE by 1/18.

CoC Coordinator, w/support from CoC Co-chairs & CoC Steering Committee is responsible to oversee CoC's strategy.

3A-2. Performance Measure: Length-of-Time Homeless. CoC 's must demonstrate how they reduce the length-of-time for individuals and families remaining homeless. Describe (1) the numerical change the CoC experienced; (2) the actions the CoC has implemented to reduce the length-of-time individuals and families remain homeless; (3) how the CoC identifies and houses individuals and families with the longest length-of-time homeless; and (4) identify the organization or position that is responsible for overseeing the CoC's strategy to reduce the length-of-time individuals and families remain homeless. (limit 1000 characters)

Average LOT homeless for persons in ES/SH/TH decreased by 7 nights, not including efforts by DV providers to reduce LOT homeless.

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**Applicant:** Clackamas County CoC **Project:** OR-507 CoC Registration FY2017

Actions implemented to reduce average LOT individuals and families remain homeless include: 65 new locally funded PH units and 60 affordable family units in past 2 years, reallocating 17% of ARD to RRH since 2013, early identification through outreach at homeless day centers and with school homeless liaisons, panel on high barrier housing strategies, roommate matching service, 7 RRH units bonus proposal, building affordable housing (recently approved 212 units), advocacy for new public housing homeless preference as of 7/18, and dedicated landlord outreach staff.

Coordinated Entry (CE) tracks LOT homeless and prioritizes households for all PSH projects based on vulnerability and LOT homeless, including 2 non-CoC PSH projects.

CoC Coordinator, w/support from CoC Co-chairs & CoC Steering Committee is responsible for overseeing CoC's strategy.

## 3A-3. Performance Measures: Successful Permanent Housing Placement and Retention

Describe: (1) the numerical change the CoC experienced; (2) the CoCs strategy to increase the rate of which individuals and families move to permanent housing destination or retain permanent housing; and (3) the organization or position responsible for overseeing the CoC's strategy for retention of, or placement in permanent housing. (limit 1000 characters)

There was no change in ES/TH/RRH exits to permanent housing or PSH exits to or retention of permanent housing. However, this data includes warming shelters, only open in severe weather. Running the report without these shelters shows 63% successful exits, up 3% from 15/16. Though warming shelters hurt results, as measured by HUD, no deaths from exposure occurred during a very harsh winter.

Strategies used to increase moves to, or retention of, PH include dedicated landlord outreach staff, presentation on housing strategies for those with high barriers, tenant education, homeless preferences in new affordable housing, and linkage to employment and benefits through new programs with a homeless focus. These strategies were implemented through task oriented CoC discussions, seeking funding to boost efforts, advocacy, and partnerships with employment services. CoC Coordinator, w/support from CoC Co-chairs and CoC Steering Committee is responsible for overseeing CoC's strategy.

### 3A-4. Performance Measure: Returns to Homelessness.

Describe: (1) the numerical change the CoC experienced, (2) what strategies the CoC implemented to identify individuals and families who return to homelessness, (3) the strategies the CoC will use to reduce additional returns to homelessness, and (4) the organization or position responsible for overseeing the CoC's efforts to reduce the rate of individuals and families' returns to homelessness. (limit 1000 characters)

Returns to homelessness in 2 years increased slightly from 0% to 3% due to

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**Applicant:** Clackamas County CoC

Project: OR-507 CoC Registration FY2017

new strategies implemented to identify persons who return to homelessness, ensure that people know they can re-enter Coordinated Entry (CE) if they return to homelessness, & broader coordinated outreach to camps, meal sites & service centers. CE is marketed widely, especially to places people are likely to return if homeless. County services are well coordinated through regular CoC meetings, and direct individuals and families who return to homelessness back to resources.

Strategies the CoC will use in the next year include new law-enforcementassisted diversion funding allocation to help people struggling w/mental health and addiction avoid legal system and enter treatment to stabilize housing. CoC will also continue follow-up surveys after PH exit to identify necessary intervention.

CoC Coordinator, w/support from CoC Co-chairs & CoC Steering Committee is responsible for overseeing CoC's strategy.

3A-5. Performance Measures: Job and Income Growth Describe: (1) the strategies that have been implemented to increase access to employment and mainstream benefits; (2) how the CoC program-funded projects have been assisted to implement the strategies; (3) how the CoC is working with mainstream employment organizations to help individuals and families increase their cash income; and (4) the organization or position that is responsible for overseeing the CoC's strategy to increase job and income growth from employment, nonemployment including mainstream benefits. (limit 1000 characters)

Strategies used to increase employment & other cash sources access: CoC providers & mainstream workforce providers (MWP) partnerships, DHS benefits updates @ CoC meetings, workforce updates routed to CoC providers, ADRC & Area Agency on Aging active in CoC. All CoC projects have formal agreement w/MWP Community Solutions (CS) & often connect clients w/employment services & vocational rehab. Youth provider has MOU w/MWP CTEC. CS informs CoC on employment & training services for barriered workers. CoC Co-Chair on Workforce Partnership Strategic Leaders Team. Regular meetings held w/CoC & 5 workforce providers. CoC notified of community college vocational trainings to enroll participants. Info from SOAR training shared at CoC meetings & trainer consults on specific SSI cases. CoC projects are assisted to implement CoC strategies by trainings @ CoC meetings and SOAR consults. CoC Coordinator, w/support from CoC Co-chairs & CoC Steering Committee is responsible to oversee CoC's strategy.

3A-6. Did the CoC completely exclude a Yes geographic area from the most recent PIT count (i.e. no one counted there, and for communities using samples in the area that was excluded from both the sample and extrapolation) where the CoC determined there were no unsheltered homeless people, including areas that are uninhabitable (deserts, forests).

3A.6a. If the response to 3A-6 was "Yes", what was the criteria and decision-making process the CoC used to identify and exclude specific geographic areas from the CoCs unsheltered PIT count? (limit 1000 characters)

Clackamas County includes much of the Mt. Hood National Forest including Mt. Hood itself, an 11,250' peak. Glacial areas are uninhabitable all year and in January other areas of the high mountain slopes are covered in deep snow. Also rocky cliffs are uninhabitable and thus not included in the Count. GIS mapping provided by the County is used to identify those areas. 100% of habitable areas were included in the PIT Count. CoC outreach staff conduct extensive street and rural outreach to identify unsheltered homeless persons. County wide outreach occurs due to large rural areas with no transit. The 2017 PIT Count included 100 volunteers, 36 programs and 89 separate assignments at 43 sites including food pantries, faith based organizations, agency waiting rooms, shelters, schools and outdoor areas.

3A-7. Enter the date the CoC submitted the 06/01/2017 System Performance Measures data in HDX, which included the data quality section for FY 2016. (mm/dd/yyyy)

# 3B. Continuum of Care (CoC) Performance and Strategic Planning Objectives

#### Instructions

For guidance on completing this application, please reference the FY 2017 CoC Application Detailed Instructions and the FY 2017 CoC Program Competition NOFA. Please submit technical questions to the HUD Exchange Ask A Question.

3B-1. Compare the total number of PSH beds, CoC program and non CoCprogram funded, that were identified as dedicated for yes by chronically homeless persons in the 2017 HIC, as compared to those identified in the 2016 HIC.

	2016	2017	Difference
Number of CoC Program and non-CoC Program funded PSH beds dedicated for use by chronically homelessness persons identified on the HIC.	26	95	69

3B-1.1. In the box below: (1) "total number of Dedicated PLUS Beds" provide the total number of beds in the Project Allocation(s) that are designated ad Dedicated PLUS beds; and (2) in the box below "total number of beds dedicated to the chronically homeless:, provide the total number of beds in the Project Application(s) that are designated for the chronically homeless. This does not include those that were identified in (1) above as Dedicated PLUS Beds.

Total number of beds dedicated as Dedicated Plus	50
Total number of beds dedicated to individuals and families experiencing chronic homelessness	103
Total	153

3B-1.2. Did the CoC adopt the Orders of Priority into their standards for all CoC Program funded PSH projects as described in Notice CPD-16-11: Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons in Permanent Supportive Housing.

## 3B-2.1. Using the following chart, check each box to indicate the factor(s) the CoC currently uses to prioritize households with children based on need during the FY 2017 Fiscal Year.

History of or Vulnerability to Victimization	X
Number of previous homeless episodes	X

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Unsheltered homelessness	X
Criminal History	
Bad credit or rental history (including not having been a leaseholder)	X
Head of Household with Mental/Physical Disability	X

3B-2.2. Describe: (1) the CoCs current strategy and timeframe for rapidly rehousing every household of families with children within 30 days of becoming homeless; and (2) the organization or position responsible for overseeing the CoC's strategy to rapidly rehouse families with children within 30 days of becoming homeless. (limit 1000 characters)

CoC quickly houses & stabilizes RRH families. In 16-17, 43 RRH slots served 113 families, highly utilizing available resources. For 17-18, CoC added 22% more RRH family slots. Expanded RRH, prevention & diversion was piloted in 16-17. CoC joined statewide advocacy, resulting in a quadrupling of state housing funds including a locally-funded RRH, prevention and diversion increase of 300%, 40 more families to be served. RRH bonus project proposed. 212 new affordable family units in pre-development, breaking ground Spring 18. Other CoC RRH strategies include landlord outreach staff, tenant education & certification to families w/high barriers, & landlord guarantee for damages. Comparing current need data to current & planned RRH slots shows by 6/19 capacity will exist to RRH all families w/children w/in 30 days. CoC Coordinator, w/support from CoC Co-chairs & Steering Committee oversees CoC's strategy.

## 3B-2.3. Compare the number of RRH units available to serve families from the 2016 and 2017 HIC.

	2016	2017	Difference	
Number of CoC Program and non-CoC Program funded PSH units dedicated for use by chronically homelessness persons identified on the HIC.	21	36	15	

3B-2.4. Describe the actions the CoC is taking to ensure emergency shelters, transitional housing, and permanent supportive housing (PSH and RRH) providers within the CoC adhere to anti-discrimination policies by not denying admission to, or separating any family members from other members of their family or caregivers based on age, sex, gender, LGBT status, marital status or disability when entering a shelter or Housing. (limit 1000 characters)

CoC adopted a strong anti-discrimination policy in May 2015 and reviews and updates it annually. CoC co-chair participated in HUD training on equal access July 2016, updated CoC providers on Equal Access on 9/16. All CoC providers monitored due to ESG and state funding, all have strong anti-discrimination agency policies that do not deny admission to or separate any family members or caregivers based on age, sex, gender, LGBT status, marital status, disability

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or any other protected class when entering shelter or housing. Annual fair housing training focused on shelters and TH provided to CoC 3/17. Providers scored on equity during prioritization. Beyond requirements, CoC providers are actively engaged in diversity and inclusion work, supporting staff that represent the diversity of the community, including leadership staff as well as CoC leadership and making sure that service environments are welcoming to everyone. This welcoming is communicated by signage and backed up by training.

## 3B-2.5. From the list below, select each of the following the CoC has strategies to address the unique needs of unaccompanied homeless youth.

Human trafficking and other forms of exploitation?	Yes
LGBT youth homelessness?	Yes
Exits from foster care into homelessness?	Yes
Family reunification and community engagement?	Yes
Positive Youth Development, Trauma Informed Care, and the use of Risk and Protective Factors in assessing youth housing and service needs?	Yes

## 3B-2.6. From the list below, select each of the following the CoC has a strategy for prioritization of unaccompanied youth based on need.

History or Vulnerability to Victimization (e.g., domestic violence, sexual assault, childhood abuse)	X
Number of Previous Homeless Episodes	x
Unsheltered Homelessness	X
Criminal History	
Bad Credit or Rental History	X

3B-2.7. Describe: (1) the strategies used by the CoC, including securing additional funding to increase the availability of housing and services for youth experiencing homelessness, especially those experiencing unsheltered homelessness; (2) provide evidence the strategies that have been implemented are effective at ending youth homelessness; (3) the measure(s) the CoC is using to calculate the effectiveness of the strategies; and (4) why the CoC believes the measure(s) used is an appropriate way to determine the effectiveness of the CoC's efforts. (limit 1500 characters)

Strategies used to increase outreach, availability & efficacy of youth services are: securing additional ESG, EHA, EFSP & private funding; partnering w/schools to ID homeless youth & provide access to individualized education resources; partnering w/youth-specific providers to access medical & behavioral healthcare, job resources & independent living skills; & coordinating w/youth providers & schools to ensure effective outreach. Strategies are effective,

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**Applicant:** Clackamas County CoC **Project:** OR-507 CoC Registration FY2017

evidenced by recent analysis that current bed capacity for homeless youth mirrors number of known homeless youth, w/3 beds to spare. 6 new beds added in 2017. Further analysis of efficacy of youth housing programs uses evidence-based performance measures based on best practices in RHY field. 85% of youth exit w/connections to supportive adults, 80% w/family reunification, 100% w/well-being services, & 100% w/self-sufficiency. 95% of youth served by primary provider exited successfully, as defined by RHY housing measures.

3B-2.8. Describe: (1) How the CoC collaborates with youth education providers, including McKinney-Vento local educational authorities and school districts; (2) the formal partnerships the CoC has with these entities; and (3) the policies and procedures, if any, that have been adopted to inform individuals and families who become homeless of their eligibility for educational services. (limit 1000 characters)

CoC plans jointly w/school liaisons & state education leaders to ensure identification of & services for all homeless youth & families. A district homeless liaison active in CoC, presented and discussed collaboration 3/17. All 10 liaisons & Head Start meet 9x/year w/CoC to coordinate. Liaisons update homeless student education rights, liaison contacts and resource brochure yearly. State Homeless Education Director addresses liaisons & CoC yearly. CoC's youth provider has MOU w/school district's Career & Technical Education to provide educational & vocational services to youth served by CoC. CoC Co-Chair Directs youth service provider. CoC's youth service providers partner regularly with the school liaisons to identify & reach out to unaccompanied & homeless youth. CoC case managers are trained yearly on homeless student rights under Every Student Succeeds Act & routinely partner w/district homeless liaisons to arrange educational services & transportation for youth in CoC programs.

3B-2.9. Does the CoC have any written formal agreements, MOU/MOAs or partnerships with one or more providers of early childhood services and supports? Select "Yes" or "No".

	MOU/MOA	Other Formal Agreement
Early Childhood Providers	Yes	No
Head Start	Yes	No
Early Head Start	Yes	No
Child Care and Development Fund	Yes	No
Federal Home Visiting Program	Yes	No
Healthy Start	Yes	No
Public Pre-K	No	No
Birth to 3	Yes	No
Tribal Home Visting Program	No	No
Other: (limit 50 characters)		
Early Learning Hub	Yes	No

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3B-3.1. Provide the actions the CoC has taken to identify, assess, and refer homeless Veterans who are eligible for Veterans Affairs services and housing to appropriate resources such as HUD-VASH and Supportive Services for Veterans Families (SSVF) program and Grant and Per Diem (GPD).

(limit 1000 characters)

CoC's homeless veteran outreach worker (VOW), a vet, conducts street outreach to identify and connect homeless vets with services. Sources as diverse as VFW halls, Parks, Forest Service, businesses and day shelters often refer to VOW, well known county wide. Homeless vets are assessed for VASH, GPD and other services through VASH social worker, co-located at County Veteran Service Office (VSO). VSO, state and locally funded, prioritizes homeless and helps vets apply for service-connected disability, pensions and other VA benefits. CoC convenes monthly Homeless Veteran Coordination Team with VAMC, SSVF, VSO, GPD, VOW, Housing Authority, mental health, affordable housing, meal sites and others to streamline ending homelessness for each known homeless vet. PIT survey includes a question about military service as does Coordinated Assessment Tool. All vets are referred to VASH, SSVF and VOW. 70% more vets (40 more) were served in CoC housing programs including VASH in 16-17 than 15-16.

3B-3.2. Does the CoC use an active list or by Yes name list to identify all Veterans experiencing homelessness in the CoC?

3B-3.3. Is the CoC actively working with the Yes VA and VA-funded programs to achieve the benchmarks and criteria for ending Veteran homelessness?

3B-3.4. Does the CoC have sufficient No resources to ensure each Veteran is assisted to quickly move into permanent housing using a Housing First approach?

## 4A. Continuum of Care (CoC) Accessing Mainstream Benefits and Additional Policies

#### Instructions:

For guidance on completing this application, please reference the FY 2017 CoC Application Detailed Instructions and the FY 2017 CoC Program Competition NOFA. Please submit technical questions to the HUD Exchange Ask A Question.

# 4A-1. Select from the drop-down (1) each type of healthcare organization the CoC assists program participants with enrolling in health insurance, and (2) if the CoC provides assistance with the effective utilization of Medicaid and other benefits.

Type of Health Care	Yes/No	Assist with Utilization of Benefits?
Public Health Care Benefits (State or Federal benefits, e.g. Medicaid, Indian Health Services)	Yes	Yes
Private Insurers:	Yes	Yes
Non-Profit, Philanthropic:	Yes	Yes
Other: (limit 50 characters)		
Community Based Safety Net Clinics	Yes	Yes

#### 4A-1a. Mainstream Benefits

CoC program funded projects must be able to demonstrate they supplement CoC Program funds from other public and private resources, including: (1) how the CoC works with mainstream programs that assist homeless program participants in applying for and receiving mainstream benefits; (2) how the CoC systematically keeps program staff up-to-date regarding mainstream resources available for homeless program participants (e.g. Food Stamps, SSI, TANF, substance abuse programs); and (3) identify the organization or position that is responsible for overseeing the CoCs strategy for mainstream benefits. (limit 1000 characters)

CoC coordinates presentations on mainstream resources to increase income & ensures program staff have current information at monthly CoC meetings. 16-17 included how to access energy assistance, free legal help and training regarding fair housing & landlord/tenant complaints, veterans benefits and streamlined DHS application for SNAP, TANF & General Assistance (GA). CoC presentations also included Oregon Health Authority on new Medicaid applications, DHS on new GA program & SNAP, non-profit on unique new supports for addiction recovery, Homeless School Liaison on coordination with CoC, aging & disability resources, and new roommate matching program.

CoC Coordinator (CoCC) joins all local ListServes pertinent to area low-income & homeless services. CoCC compiles & distributes a weekly email to 158-

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member CoC email list with updates on accessing mainstream resources. CoCC, w/support from CoC Co-chairs & CoC Steering Committee is responsible for overseeing CoC's strategy.

# 4A-2. Low Barrier: Based on the CoCs FY 2017 new and renewal project applications, what percentage of Permanent Housing (PSH) and Rapid Rehousing (RRH), Transitional Housing (TH), Safe-Haven, and SSO (Supportive Services Only-non-coordinated entry) projects in the CoC are low-barrier?

Total number of PH (PSH and RRH), TH, Safe-Haven and non-Coordinated Entry SSO project applications in the FY 2017 competition (new and renewal)	14.00
Total number of PH (PSH and RRH), TH, Safe-Haven and non-Coordinated Entry SSO renewal and new project applications that selected "low barrier" in the FY 2017 competition.	12.00
Percentage of PH (PSH and RRH), TH, Safe-Haven and non-Coordinated Entry SSO renewal and new project applications in the FY 2017 competition that will be designated as "low barrier"	85.71%

# 4A-3. Housing First: What percentage of CoC Program Funded PSH, RRH, SSO (non-coordinated entry), safe-haven and Transitional Housing; FY 2017 projects have adopted the Housing First approach, meaning that the project quickly houses clients without preconditions or service participation requirements?

Total number of PSH, RRH, non-Coordinated Entry SSO, Safe Haven and TH project applications in the FY 2017 competition (new and renewal).	14.00
Total number of PSH, RRH, non-Coordinated Entry SSO, Safe Haven and TH renewal and new project applications that selected Housing First in the FY 2017 competition.	12.00
Percentage of PSH, RRH, non-Coordinated Entry SSO, Safe Haven and TH renewal and new project applications in the FY 2017 competition that will be designated as Housing First.	85.71%

# 4A-4. Street Outreach: Describe (1) the CoC's outreach and if it covers 100 percent of the CoC's geographic area; (2) how often street outreach is conducted; and (3) how the CoC has tailored its street outreach to those that are least likely to request assistance. (limit 1000 characters)

CoC conducts ongoing street outreach 4x/week w/dedicated FTE. Outreach spans 100% of habitable areas, excluding only glacial or other inaccessible terrain such as high mountain cliffs. 4WD car w/snow tires is used so outreach, including bringing homeless persons to services, can occur safely during hazardous winter conditions. Outreach includes homeless day centers. Neighborhood Livability Project partners with law enforcement, code enforcement, public health & behavioral health to bring services to squatters houses county wide, among least likely to request help. CoC has identified a myriad of health, cognitive, language access & physical disability issues among persons experiencing homelessness & individually addresses each specific need to connect w/housing and services. State funds are used to provide basic cell phones & service as needed for vulnerable homeless persons to maintain contact w/CoC resources, health & other services before & while housing enrollment is underway.

#### 4A-5. Affirmative Outreach

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Specific strategies the CoC has implemented that furthers fair housing as detailed in 24 CFR 578.93(c) used to market housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, gender identify, sexual orientation, age, familial status, or disability; who are least likely to apply in the absence of special outreach. Describe: (1) the specific strategies that have been implemented that affirmatively further fair housing as detailed in 24 CFR 578.93(c); and (2) what measures have been taken to provide effective communication to persons with disabilities and those with limited English proficiency. (limit 1000 characters)

CoC providers trained annually in fair housing (FH). CoC & Housing Authority train landlords annually in FH. CoC trained 3/17 on FH for shelters & TH. Adult foster care operators, state & county licensors trained 3/17 on FH, to repeat in 2018. Free RentWell tenant education includes 2+ hours on FH, w/disability rights focus. CoC has multilingual staff in common languages, interpreters for less common languages including ASL. CoC did Equity Analysis of Coordinated Entry system, found more outreach needed in 2 communities who access CE, housing & services less than expected based on poverty data. Focused outreach to these populations is occurring. Data to be reevaluated annually until disparities eliminated. CoC includes Aging & Disability Resource Connection & Developmental Disability Services, works closely w/senior center network. Communication provided in participants' preferred mode including Braille, large print, verbal or written to provide welcoming and equal access.

## 4A-6. Compare the number of RRH beds available to serve populations from the 2016 and 2017 HIC.

	2016	2017	Difference
RRH beds available to serve all populations in the HIC	76	133	57

4A-7. Are new proposed project applications No requesting \$200,000 or more in funding for housing rehabilitation or new construction?

4A-8. Is the CoC requesting to designate one or more SSO or TH projects to serve homeless households with children and youth defined as homeless under other Federal statues who are unstably housed (paragraph 3 of the definition of homeless found at 24 CFR 578.3).

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## 4B. Attachments

### Instructions:

Multiple files may be attached as a single .zip file. For instructions on how to use .zip files, a reference document is available on the e-snaps training site: https://www.hudexchange.info/resource/3118/creating-a-zip-file-and-capturing-a-screenshot-resource

Document Type	Required?	Document Description	Date Attached
01. 2016 CoC Consolidated Application: Evidence of the CoC's communication to rejected participants	Yes	Communication to	09/26/2017
02. 2016 CoC Consolidated Application: Public Posting Evidence	Yes	CoC Consolidated	09/27/2017
03. CoC Rating and Review Procedure (e.g. RFP)	Yes	CoC Rating and Re	09/26/2017
04. CoC's Rating and Review Procedure: Public Posting Evidence	Yes	Rating and Review	09/27/2017
05. CoCs Process for Reallocating	Yes	Reallocation	09/26/2017
06. CoC's Governance Charter	Yes	CoC Bylaws	09/21/2017
07. HMIS Policy and Procedures Manual	Yes	HMIS Policies and	09/21/2017
08. Applicable Sections of Con Plan to Serving Persons Defined as Homeless Under Other Fed Statutes	No		
09. PHA Administration Plan (Applicable Section(s) Only)	Yes	PHA Administrativ	09/26/2017
10. CoC-HMIS MOU (if referenced in the CoC's Goverance Charter)	No	HMIS Roles and Re	09/21/2017
11. CoC Written Standards for Order of Priority	No	CoC ESG Manual	09/27/2017
12. Project List to Serve Persons Defined as Homeless under Other Federal Statutes (if applicable)	No		
13. HDX-system Performance Measures	Yes	System Performanc	09/21/2017
14. Other	No	Notice to applica	09/27/2017
15. Other	No		

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## **Attachment Details**

**Document Description:** Communication to rejected participants

## **Attachment Details**

**Document Description:** CoC Consolidated Application: Public Posting

Evidence

## **Attachment Details**

**Document Description:** CoC Rating and Review Procedure

## **Attachment Details**

**Document Description:** Rating and Review Procedure: Public Posting

Evidence

## **Attachment Details**

**Document Description:** Reallocation

## **Attachment Details**

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**Document Description:** CoC Bylaws

## **Attachment Details**

**Document Description:** HMIS Policies and Procedures Manuals

## **Attachment Details**

**Document Description:** 

## **Attachment Details**

**Document Description:** PHA Administrative Plan

## **Attachment Details**

**Document Description:** HMIS Roles and Responsibilities

## **Attachment Details**

Document Description: CoC ESG Manual - Order of Priority

## **Attachment Details**

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**Document Description:** 

## **Attachment Details**

**Document Description:** System Performance Measures

## **Attachment Details**

**Document Description:** Notice to applicants that applications were

accepted and ranked on the Priority Listing, in

writing, outside of e-snaps

## **Attachment Details**

**Document Description:** 

### **Submission Summary**

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

Page	Last Updated
1A. Identification	09/06/2017
1B. Engagement	09/27/2017
1C. Coordination	09/27/2017
1D. Discharge Planning	09/22/2017
1E. Project Review	09/27/2017
2A. HMIS Implementation	09/27/2017
2B. PIT Count	09/27/2017
2C. Sheltered Data - Methods	09/27/2017
3A. System Performance	09/27/2017
3B. Performance and Strategic Planning	09/27/2017
4A. Mainstream Benefits and Additional Policies	09/27/2017
4B. Attachments	09/27/2017

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Applicant: Clackamas County CoCOR-507Project: OR-507 CoC Registration FY2017COC\_REG\_2017\_149390

**Submission Summary** 

No Input Required

From:

Ahern, Abby

Sent:

Monday, September 11, 2017 2:14 PM

To:

'Amy Doud'; 'Angela Trimble (trimble@nwhousing.org)'; 'EV Armitage'; Karter, Toni; 'Melissa Erlbaum (melissae@owsor.org)'; Miller, Elizabeth; Much Grund, Joppifor; 'Notelia Wood';

Erlbaum (melissae@cwsor.org)'; Miller, Elizabeth; Much Grund, Jennifer; 'Natalie Wood';

'Sharon Fitzgerald (sharon.fitzgerald@ccconcern.org)'; Silver, Erika; 'Steve Olsen

(solsen@theinnhome.org)'

Cc:

Swift, Richard; Smith, Jill

Subject: Attachments: CoC ranking results FY 2017 Priority List.xlsx

Hello CoC grant Administrators,

Thank you for your efforts in submitting both the project applications and score cards in a timely fashion. I know time was tight, and the whole application team appreciates the focus that was put on this effort to get it done in time.

Last Thursday 9/7, the 8-member CoC Steering Committee (CoCSC) met to rank CoC project applications. <u>All</u> submitted applications were accepted, ranked, and will be included in the overall CoC application. The Steering Committee was charged with ranking projects to determine priority order and which projects would be listed in Tier 2. Projects that fall into Tier 2 are at higher risk of being defunded by HUD. We will not know whether any of our programs have lost funding until HUD releases results of this application process, likely in the Spring. Last year, despite many CoCs across the country losing funding for one or more programs, Clackamas County maintained all of our HUD CoC funding. Last year, Clackamas County got a boost in funding for all programs that include rental assistance based on the increase in Fair Market Rents (FMRs). First, here is a breakdown of our HUD CoC funding in this application:

- Total in Tier 1 (as required by HUD): \$2,099,465
- Total in Tier 2 (as required by HUD): \$134,008
- Bonus project application (maximum allowed, not ranked): \$134,008
- Planning grant (maximum allowed, not ranked): \$67,004
- Total application amount: \$2,434,485

Attached, you will find the final ranking results, agreed upon unanimously by the CoC Steering Committee (CoCSC). The projects were not strictly ranked based on score, and some data elements that were collected were not scored this year.

- **CHA and HMIS**: The CoCSC unanimously decided to rank CHA and HMIS at the top of the priority list. These programs are required by HUD, and CoCs would be unlikely to receive any CoC funding if these programs did not operate.
- There were four programs that scored the lowest. Here are the considerations for each:
  - Housing our Families: This program is so new, that they have not begun their first operating year and have no data. Funding for Housing our Families was reallocated from the Jannsen program, using the same staff. CoCSC considered Jannsen's strong ranking in past years, the program component type (RRH), and the inability for Housing our Families to operate if \$134,008 of their \$155,728 funding is cut as a result of landing in Tier 2 in their decision to include the program in Tier 1.
  - Springwater: Scoring 3<sup>rd</sup> from the bottom, the CoCSC considered Springwater's inability to operate if \$134,008 of their \$162,912 funding is cut as a result of landing in Tier 2 and the limited other resources for this vulnerable population (homeless youth). Springwater is the only program in the CoC that can quickly house homeless youth in the County.
  - O Housing our Heroes: This program scored low because it just completed its first program year, and is not yet fully operational. Historically, CoC programs, especially Permanent Supportive Housing (PSH) programs, are not able to fully expend funds and fill the program in their first year of operation. Due to HoH's large budget, the program could be scaled back if \$95,527 of their \$302,013 funding is cut as a result of landing in Tier 2. This program serves Chronically Homeless Veterans, which is a priority group

- for HUD and for Clackamas County. The CoCSC wanted to be as fair as possible with scoring, but also did not want to risk losing this whole program in the event Tier 2 programs are not funded.
- Avalon: This program is a PSH program that is not well-suited to serve people who are chronically homeless. All other PSH programs in the CoC serve chronically homeless populations nearly exclusively. The program has struggled to fill beds during this past program year. Due to the reasons listed for not including Springwater and Housing our Families in Tier 2 and the reasons listed for Housing our Heroes straddling Tier 1 and Tier 2, Avalon fell to the bottom of Tier 2.

As the application team moves forward on the consolidated application, we will work with project applicants to tighten project applications and ensure they are complete. Please be ready for that feedback, and to make any necessary changes.

If you have any questions, want further clarification, or would like to make suggestions on how to improve this process in the future, please do not hesitate to contact me.

### Thanks,

Abby Ahern Clackamas County HMIS & CoC Coordinator Housing and Community Development 2051 Kaen Rd #245 Oregon City, OR 97045

Ph: 503-650-5663 Fax: 503-655-8563 abbyahe@clackamas.us she/her/hers pronouns

Please keep in mind that the County is closed on Friday-Sunday, and I cannot receive emails for those three days.

The Continuum of Care (CoC) is a consortium of individuals and organizations with the common purpose of planning a housing and services continuum for people who are homeless. The CoC is not a formal advisory council to Clackamas County although it does operate with County staff support. The CoC was originated to meet the Federal HUD requirement for Continuum of Care McKinney-Vento funds to flow into Clackamas County for people who are homeless.

The fourth Wednesday of every month, the Continuum of Care meets in the Clackamas County Public Services Building, Room 255. This meeting is open to the public. For more information, contact Abby Ahern at abbyahe@clackamas.us or 503-650-5663.

### Mission

The CoC's mission is to facilitate the development of a continuum of care (housing + services) that provides opportunities to significantly mitigate homelessness in Clackamas County, via:

- · Full utilization of mainstream resources;
- Coordination of service delivery and housing systems;
- Systemic agreements and institutional targeting of populations at high risk of homelessness;
- Creative cultivation of new resources;
- Public awareness to foster a collective sense of responsibility.

### **Principles**

The CoC's mission is based on these principles which permeate its implementation:

- Equity of access to housing and services;
- Choice and self-determination as consistently part of the process;
- Treating people with dignity and respect, regardless of their housing status;
- · Culturally competent services;
- Non-judgmental approach to people and their problems throughout the housing and service systems.

### **Activities**

The CoC's activities are targeted to:

- Annual re-applications for funding of homeless programs and services.
- Identify and advocate for the needs of people who are homeless in Clackamas County;
- Facilitate the development of a continuum of care including housing and services for people who are homeless in Clackamas County;
- Develop short and long term plans to mitigate homelessness in Clackamas County.
- Recommend funding priorities to HUD for new and renewal projects.

The CoC submits an annual application to the U.S. Department of Housing and Urban Development (HUD)

articulating the CoC's planning efforts and other activities within Clackamas County which relate to homeless people. To get a copy of this application, contact the Clackamas County Community Development Division at 503-655-8591.

Find more information about our Homeless Management Information System (HMIS), which is used to collect and report data about services provided to those experiencing or at risk of experiencing homelessness in Clackamas County.

Clackamas County Coordinated Housing Access

### **FY 2017 Application Documents**

- FY 2017 Consolidated Application
- FY 2017 Priority Listing
- FY 2017 Reallocation Process
- FY 2017 Priority List
- FY 2017 Ranking Process
- Steering Committee

8/14/17 minutes

9/7/17 minutes

### **FY 2016 Application Documents**

- FY 2016 Consolidated Application
- FY 2016 Priority Listing
- FY 2016 Reallocation Process
- FY 2016 Priority List
- FY 2016 Ranking Process
- Steering Committee

5/12/16 minutes

6/9/16 minutes

8/11/16 minutes

### **FY 2015 Application Documents**

- Consolidated Application
- Application Priority List
- Fiscal Year 2015 Reallocation Process
- Priority List
- · Ranking Process and Selection Criteria
- Steering Committee

10/20/15 minutes

Project Ranking Criteria-2017

### **Clackamas County Continuum of Care- FY2017 Ranking Process**

Coordinated Entry and PIT count data was analyzed to look at the local need. During a CoC Steering Committee (CoCSC) meeting on August 14<sup>th</sup>, the data was presented and discussed, and a score card was created for new and renewal project applications. Data for these score cards uses the most **up-to-date past performance data** pulled from projects' most recently completed program year. For those agencies submitting new project applications, questions about the projects ability to achieve positive housing outcomes were added in place of past performance data. The **score cards** used, exemplifying **objective criteria used in review**, **ranking and selection** of projects is attached. All new and renewal project applications were submitted through Esnaps to the CoC by August 28<sup>th</sup>, 2017. The projects included in our FY2017 CoC Application were monitored, evaluated, reviewed, scored, accepted, and ranked on September 7<sup>th</sup>, 2017 by the CoCSC. **Minutes of this and other CoCSC meetings are available to the public**.

Clackamas County CoC monitors project performance during APR review prior to submission, through regularly scheduled data quality and bed utilization reports, and as part of the evaluation, review, scoring and ranking process. Type of populations served, type of housing proposed and performance data were some of the objective criteria included on the score card. Utilization rates, exits to permanent housing destinations, and increasing participant income, are the factors related to achieving positive housing outcomes there were explicitly evaluated using the attached score card. In order to ensure projects are in compliance with 24 CFR part 578, eLOCCS drawdown rates and timely APR submittal are considered, while funds recaptured by HUD and monitoring/audit findings are scored. In addition, the CoCSC asked project applicants to describe their equity and inclusion strategies and share any innovative strategies used. The score card was partially filled in using HMIS and project application data, sent to project staff to fill in additional information, and send back completed.

The CoC has a long-standing relationship with victim service providers in our region and a specific method for evaluating projects submitted by victim service providers (VSP). Once the blank score card was finalized by CoCSC, it was emailed to VSPs to fill in using data generated from their comparable database. This year, Clackamas Women's Services (CWS), the largest and most prominent VSP in the CoC region, was the only VSP to submit an application, though other VSPs are CoC members. CWS has historically excellent performance outcomes, and often scores high in that section of the score card. The CoCSC recognizes the particular vulnerability of abuse/victimization or a history of victimization/abuse, domestic violence, and sexual assault that folks served through CWS's programs have experienced and added a scored category in section three of the score card for programs with a target population of DV survivors, including survivors of sexual assault.

There were a few projects that could not be evaluated or had outcomes that could not be compared with the other CoC projects. One project's first program year has not started yet, one PSH project that is not full yet, and one projects was a new application for the FY2017 process. Coordinated Housing Access (CHA) and Homeless Management Information System (HMIS) could not be evaluated in a meaningful way to compare with the other projects because these projects do not serve participants in the same way as TH, RRH or PSH projects. CHA, our Coordinated Entry, screens for the other programs and HMIS is used to collect and analyze data.

For those projects which could not be evaluated in the same way, the CoCSC discussed community priorities and made the following decisions:

- 1. Projects which are necessary for the success of the whole continuum need to be included at the top of Tier 1 (CHA and HMIS)
- 2. Reallocated projects need to be included in Tier 1 to preserve the number of beds/units within the continuum (Clackamas Women's Services RRH)
- 3. Projects newly funded in FY2015 and FY2016 should be placed as much as possible in Tier 1, and the rest at the top of Tier 2 because they are CoC priorities, but have not had sufficient time to demonstrated success. (Housing our Heroes and Housing our Families)
- 4. For other projects with low scores, community need was considered (Springwater, only TH for non-parenting youth, and Avalon, a small PSH)
- 5. Bonus Projects were included at the bottom of Tier 2, as it will only be funded if all of our Tier 1 and Tier 2 programs are funded first.

Project Ranking Criteria-2017

### **Renewal Project Score Card**

Project Name:		Date:	<del></del>
Assistance Type	Target Population	Number of Units (single site)/ Proposed Project Participation (scattered site)	Households Served

### Participant Demographics (pulled from APR):

Gender:	Race:
Male	White
Female	Black/African-American
Transgender	Asian
Other	American Indian/Alaska Native
Don't know/refused/missing	Native Hawaiian/Pac. Islander
	Multiple Races
Age:	Don't know/refused/missing
0-12	
13-17	Domestic Violence Survivor:
18-24	Yes
25-61	No
62+	Don't know/refused/missing
Don't know/refused/missing	
	Veterans
Ethnicity:	
Hispanic/Latino	Chronically Homeless
Not Hispanic/Latino	
Don't know/refused/missing	

### **Budget Information:**

Amount of HUD CoC Contract/Award: Not including Admin	\$
HUD CoC Admin:	\$
Total Program Budget:	\$
Please list all cash funding sources including and beyond stated match	

Project Ranking Criteria- 2017

1. Project Narrative: Local Needs Maximum points: 12

- 1. Please provide a brief narrative (no more than ½ page) describing how your program meets the four goals of the County's Ten Year Plan to End Homelessness: preventing homelessness (or preventing returns to homelessness) (1 point), reducing the impacts of homelessness on children (1 point), contribute to a robust continuum of effective housing and services (1 point), and participating in strengthening the homeless services system (1 point). (1 point for quality of answers, 5 points total).
- 2. Please provide a brief narrative (no more than ½ page) describing how your program addresses equity. The CoC draft definition of equity is: an on-going process of learning to acknowledge our biases, being flexible, and adapting services and policies to eliminate discrimination and disparities in the delivery of human services. The goal of equity is to provide opportunity and outcomes free from biases and favoritism for all program participants and staff.
  - Specifically: What are you doing to ensure equity, diversity, and inclusion for all program participants? (2 points) What is your organization doing to increase its cultural competency (please consider the full range of characteristics that contribute to a person's culture)? (2 points) **Keep in mind, very few programs received full points on this question last year. Please consider your answer carefully.** (1 point for quality of answers, 5 points total)
- 3. Please provide a brief narrative (no more than ½ page) answering the following question: What innovative strategies are you using to meet the unique needs of homeless households in Clackamas County?(2 point)
- 4. Please provide a brief narrative (no more than ½ page) describing your agency's history of securing additional funds to leverage the work this and other HUD programs. (not scored, will use in tie-break situations)

Project Ranking Criteria- 2017

The following data are based on HUD Performance Measurements and local need. Data sources are HMIS and CWS comparable database for each project's most recently completed program year.

2.	Project Performance	Maximum points: 23
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This section is based on HUD's Performance Criteria, as articulated in the competition NOFA.

Criteria	Possible Points	Points Awarded
<b>Compliance</b> : Project does not currently have unresolved HUD audit findings or is in process of resolving.	1	
Drawdowns: Project spent all CoC funds in contract year. (from HUD)	2	
Less than 90%=0 points, 90-94%=1, 95-100%=2		
If project is still in the initial contract period – 2 points		
<b>HMIS Data Quality</b> : Had 0% null/missing on all HMIS data elements on APR Q7 question. More than 8%=0, 6-8%=1, 4-6%= 2, 2-4%= 3, more than 0-2%=4, 0%=5 All individuals elements listed must be less than 5% null.	5	
<b>Bed Utilization</b> : Average Bed utilization was at least 95% (APR Q10).		
Less than 80%= 0, 80-85%=1, 86-90%=2, 90-94%=3, 95-99%=4, more than 99%=5		
For RRH programs: Proposed project participation vs Households Served	5	
Ending Homelessness: The PSH program met the local goal of at least 95% of clients remaining in	5	
permanent housing placement or exited to permanent housing. (APR Q36)		
Less than 80%=0, 80-84%=1, 85-89%=2, 90-94%=3, 95-99%=4, more than 99%=5		
OR		
The TH program met the local goal of at least 95% of clients exiting to permanent housing (APR Q36).		
Less than 80%=0, 80-84%=1, 85-89%=2, 90-94%=3, 95-99%=4, more than 99%=5		
OR		
The RRH program met the local goal of at least 80% of clients who exited the program to		
permanent housing, maintain permanent housing 6 months after program exit.		
Less than 58%=0, 58-64%=1, 65-71%=2, 72-79%=3, 80-86%=4, more than 86%=5		
<b>Increased or Maintained Income</b> : All homeless programs met the local goal of at least 75% of	5	
adult clients having increased total income at end of operating year or at exit (APR Q36).		
Less than 60%=0, 60-64%=1, 65-69%=2, 70-74%=3, 75-80%=4, more than 80%=5		

Project Ranking Criteria- 2017

3.	HUD Criteria	Maximum points: 5	
•	Project has dedicated Veteran Hou	· · · · ·	<del></del>
•	Project is 100% Dedicated Chronica	ally Homeless beds (1 point)	
•	Project increases overall RRH beds (1 point)		
•	Project committed to using Housing First approach (1 point)		
•	Project serves vulnerable population	ons (CH, fams w/ children, youth, survivors of DV, people with disabilities) (1 point)	
Т	otal Score (40 Max):	_	

Project Ranking Criteria- 2017

### **New Project Score Card**

Project Name:		Date:	
Assistance Type	Target Population	Number of Units (single site)/ Proposed Project Participation (scattered site)	Households Served
Budget Information:			
Amount of HUD CoC Contract/Award:		\$	
Not including Admin			
HUD CoC Admin:		\$	
Total Program Budget:		\$	
Please list all cash funding sources including and beyond stated match			

Project Ranking Criteria- 2017

1. Project Narrative: Local Needs Maximum points: 12

- 1. Please provide a brief narrative (no more than ½ page) describing how your program meets the four goals of the County's Ten Year Plan to End Homelessness: preventing homelessness (or preventing returns to homelessness) (1 point), reducing the impacts of homelessness on children (1 point), contribute to a robust continuum of effective housing and services (1 point), and participating in strengthening the homeless services system (1 point). (1 point for quality of answers, 5 points total).
- 2. Please provide a brief narrative (no more than ½ page) describing how your program addresses equity. The CoC draft definition of equity is: an on-going process of learning to acknowledge our biases, being flexible, and adapting services and policies to eliminate discrimination and disparities in the delivery of human services. The goal of equity is to provide opportunity and outcomes free from biases and favoritism for all program participants and staff. Specifically: What are you doing to ensure equity, diversity, and inclusion for all program participants? (2 points) What is your organization doing to increase its cultural competency (please consider the full range of characteristics that contribute to a person's culture)? (2 points) Keep in mind, very few programs received full points on this question last year. Please consider your answer carefully. (1 point for quality of answers, 5 points total)
- 3. Please provide a brief narrative (no more than ½ page) answering the following question: What innovative strategies will you use to meet the unique needs of homeless households in Clackamas County?(2 point)
- 4. Please provide a brief narrative (no more than ½ page) describing your agency's history of securing additional funds to leverage the work of specific programs.

Project Ranking Criteria- 2017

2.	Project Narrative: Expected Performance	Maximum points: 23
1.	Please provide a brief narrative (no more	than $\frac{1}{2}$ page) describing your agency's administrative capacity (data-tracking,
	software/HMIS) to implement this progra	m. (5 points)

- 2. Please provide a brief narrative (no more than ½ page) describing your agency's experience and documented success working with complicated federal grants. Please include information about compliance with federal regulations, ability to draw down all funds, and ability to keep all beds full while complying with federal and local regulations. (8 points)
- 3. Please provide a brief narrative (no more than ½ page) describing your agency and staff's experience working with homeless populations. Please include information about participant success securing and maintaining permanent housing and increasing cash and non-cash income. (10 points)

3.	HUD Criteria	Maximum points: 5	
•   •	Project has dedicated Veteran Households b Project is 100% Dedicated Chronically Home Project increases overall RRH beds (1 point) Project committed to using Housing First app Project serves vulnerable populations (CH, fa	less beds (1 point)	
		Total Score (40 Max):	

The Continuum of Care (CoC) is a consortium of individuals and organizations with the common purpose of planning a housing and services continuum for people who are homeless. The CoC is not a formal advisory council to Clackamas County although it does operate with County staff support. The CoC was originated to meet the Federal HUD requirement for Continuum of Care McKinney-Vento funds to flow into Clackamas County for people who are homeless.

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The CoC's mission is to facilitate the development of a continuum of care (housing + services) that provides opportunities to significantly mitigate homelessness in Clackamas County, via:

- Full utilization of mainstream resources;
- Coordination of service delivery and housing systems;
- Systemic agreements and institutional targeting of populations at high risk of homelessness;
- Creative cultivation of new resources;
- Public awareness to foster a collective sense of responsibility.

### **Principles**

The CoC's mission is based on these principles which permeate its implementation:

- Equity of access to housing and services;
- Choice and self-determination as consistently part of the process;
- Treating people with dignity and respect, regardless of their housing status;
- Culturally competent services;
- Non-judgmental approach to people and their problems throughout the housing and service systems.

### **Activities**

The CoC's activities are targeted to:

- Annual re-applications for funding of homeless programs and services.
- Identify and advocate for the needs of people who are homeless in Clackamas County;
- Facilitate the development of a continuum of care including housing and services for people who are homeless in Clackamas County;
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Clackamas County Coordinated Housing Access

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- · Ranking Process and Selection Criteria
- Steering Committee

10/20/15 minutes

### 2017 Reallocation

**Option 2:** Clackamas County CoC has cumulatively reallocated more than 20 percent of Clackamas County CoC's ARD between FY2013 and FY2017 CoC Program Competitions.

### Clackamas County CoC ARD FY2017: 2,233,474

Fiscal Year	Amount Reallocated	
FY2013	\$195,167	
FY2014	\$33,580	
FY2015	\$31,928	
FY2016	\$135,268	
FY2017	\$68,427	
Total	\$464,370	Total:

Total: 20.8%

**BYLAWS** 

### As amended on August 26, 2016

### **Article One – General Purpose**

Section 1. Name. The Continuum of Care in Clackamas County referred herein as the "CoC".

**Section 2.** *Mission/Purpose.* The CoC is a consortium of individuals and organizations with the common purpose of planning for a housing and services continuum for people who are homeless or at risk of homelessness. The CoC is not a formal advisory council to Clackamas County, although it does operate with County staff support. The CoC Bylaws and organizational structure are required for all funds governed by the Continuum of Care title IV McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 and the Continuum of Care Program Rule.

The mission of the CoC is to prevent and reduce homelessness in Clackamas County by guiding housing programs and services for families and individuals that are homeless or at risk of becoming homeless, via:

- Full utilization of mainstream resources
- Coordination of service delivery and housing systems
- Systemic agreements and institutional targeting of populations at high risk of homelessness
- Creative cultivation of new resources
- Public awareness to foster a collective sense of responsibility

The above mission, developed by the CoC, is based on a set of principles which will permeate its implementation. These principles are:

- Equity of access to housing and services
- Choice and self-determination as consistently part of the process
- Treating people with dignity and respect, regardless of their housing status
- Culturally competent services
- Non-judgmental approach to people and their problems throughout the housing and service systems

### **Article Two – Roles and Responsibilities**

**Section 1.** *Members*. The members of the CoC will:

- Identify and advocate for the needs of people who are homeless in Clackamas County
- Facilitate the development of a continuum of care including housing and services for people who are homeless in Clackamas County
- Hold regular meetings
- Invite new members to meetings at least annually
- Follow the written process to elect a Chair and a Co-Chair
- Follow the written process to elect a Steering Committee (Governing Board)
- Appoint additional committees, sub-committees and or workgroups as needed to identify and advocate for the needs of people who are homeless in Clackamas County

- Maintain and regularly update a Governance Charter (CoC Bylaws)
- Monitor CoC recipient and subrecipient performance, evaluate services and outcomes, and implement corrective action when it is determined that established performance measures are not being met
- Engage in CoC Planning, developing short and long term plans to prevent and mitigate homelessness in Clackamas County including system coordination of housing and services for people who are homeless, point-in-time counts at least biennially, annual homeless needs gaps analysis, providing information for Consolidated Plans, and consulting with ESG providers in Clackamas County
- Recommend funding priorities for new and renewal projects to be included in the annual application for CoC program funds
- Designate an eligible applicant to serve as the Collaborative Applicant to submit applications on behalf of the CoC
- Designate the Collaborative Applicant to act as a Unified Funding Agency (UFA) on behalf of the CoC
- Designate and operate a Homeless Management and Information System (HMIS) provider to maintain the CoC data collection system
- Establish and operate a Coordinated Assessment system in consultation with Emergency Solutions Grant (ESG) program providers
- Establish and follow written standards for providing CoC assistance in consultation with Emergency Solutions Grant (ESG) program providers

#### **Section 2.** *Co-Chairs*. The Co-Chairs of the CoC will:

- Work with the CoC coordinator to set meeting agendas
- Facilitate CoC meeting discussions
- Call for votes as needed
- Remind members of the CoC purpose and the roles and responsibilities of membership
- Enforce the provisions of the CoC Bylaws
- Assign members to CoC subcommittees

### Section 3. CoC Steering Committee (Governing Board). The Governing Board will:

- Be representative of the relevant organizations and of the projects serving the diversity of people and homeless subpopulations in Clackamas County
- Evaluate and approve CoC and ESG homeless project performance measures
- Evaluate and approve CoC and ESG funding priorities
- Annually evaluate and approve CoC and ESG program policies
- Follow the CoC Code of Conduct in the CoC Bylaws
- Analyze homeless program policies and performance data to identify needs, areas for improvement and future program development
- Assign workgroups, as necessary, to carry out the responsibilities of the CoC
- Engage in strategic planning of homeless services, programs, funding, goals and policies

**Section 4.** *CoC Coordinator***.** The CoC Coordinator is assigned by the HCD Director to coordinate CoC activities including: maintaining the CoC membership email distribution list; coordinating the CoC annual application for funding; providing support to the CoC Chairs and CoC Steering Committee by preparing agendas; recording meeting minutes and preparing information for meetings.

### **Article Three – Members**

**Section 1.** *CoC Membership.* Membership in the CoC is open to interested housing, service, and advocacy organizations. Membership is also open to interested individuals representing the community at large. Member agencies will be responsible for identifying CoC representatives and alternates who may attend when the primary agency representative is unable to attend. Participating agencies may have more than one person identified as a CoC representative.

In April of each year the CoC Coordinator will distribute a list of CoC members.

<u>Section 1.1</u>. *Homeless and formerly homeless persons* will be encouraged and supported as CoC members to participate in discussions and provide perspective.

**Section 2.** *CoC Voting Rights.* Each member organization and community at large member who has participated in at least 3 meetings in the preceding 12 months shall have one vote at subsequent meetings on each matter submitted to a vote of CoC members. The Chair, Co-Chair and members will recuse themselves from any vote that would directly benefit the agency they represent.

To the maximum extent possible, the CoC meetings shall operate on a consensus basis. However, members can request a vote on specific issues. Agencies with more than one representative in attendance will determine in advance which representative will vote. In the instance when an alternate is serving in the place of the member agency's primary representative, the alternate shall have the right to vote. In all cases, each member organization only has one vote.

**Section 3.** *Resignation.* Member agencies may resign by sending a letter of resignation to the Coordinator. (moved from article 4 to article 3)

**Section 4.** *Co-Chair Terms.* There will be one "private sector" leadership position and one "public" (government) leadership position and each position will have a staggered 2-year term.

### Section 5. CoC Steering Committee Members: (moved from Article 2 to Article 3)

The CoC Steering Committee will have a total of 9 members and be composed of the following:

- 2 members of the CoC
- 2 members of the Clackamas County Department of Health, Housing and Human Services (H3S)
- 5 members At Large (nominated from the community)
  - While nominated from the Clackamas County community, there will be extra emphasis on finding Steering Committee Members who meet the following criteria:
    - Does not have a direct financial interest in CoC funds

- Provides diversity to the Steering Committee by coming from sectors such as, but not limited to: homelessness, law enforcement, private sector, education, and/or faith-based.
- A homeless or formerly homeless member (from any of the above)

The CoC Steering Committee will be staffed by the HMIS Administrator and the 2 CoC facilitators.

**Section 6.** *Steering Committee Election Process.* Steering Committee positions are filled as follows:

- CoC Member positions: elected by CoC members
- Clackamas County Department of Health, Housing and Human Services (H3S) positions: recommendation from H3S
- At Large positions: elected by CoC members

For At Large and CoC positions, which are elected by the CoC members, a solicitation will be made for nominees, which will be collected by the CoC Coordinator. Prior to the monthly meeting, the CoC Coordinator will distribute a roster of nominees for consideration to the CoC. Each CoC member or member agency shall have one vote. At the following meeting the CoC members will motion to accept the new CoC Board member(s).

If, at the end of his/her/their term, an at-large or CoC Steering Committee member wishes to serve another term, the CoC may vote to keep the member or to open the position up to someone new.

If a Steering Committee member vacates his or her position before serving the full term, the new member will serve the remainder of the previous member's term to maintain staggered terms.

**Section 7.** *Steering Committee Minimum Attendance Requirement:* In order to remain on the Steering Committee, members must attend at least half of the annual Steering Committee meetings. A member's level of participation outside of regular meetings (email responses, subcommittees, etc.) will be taken into consideration before a member is asked to vacate his/her/their seat.

**Section 8.** *Steering Committee Terms*-All new Steering Committee member terms will be 2 years.

### **Article Four – Meeting Schedule**

**Section 1.** *Regular Meetings*. The regular CoC meetings will be scheduled on a monthly basis with exceptions being decided by the membership and the coordinator.

**Section 2.** *Special Meetings.* Special meetings may be scheduled when it is determined by the membership that a special meeting is necessary.

**Section 3.** *Notice of Meetings.* The Coordinator will ensure that CoC members are notified prior to regular and special meetings and provided with the date, time and location of the meeting, an agenda and any additional information required for the meeting.

**Section 4.** *Quorum.* The quorum for a meeting of the CoC shall be the number of agencies and individuals present and eligible to vote at the meeting. Action will be taken by an affirmative vote of the majority of the agencies and individuals present at the meeting and eligible to vote.

**Section 6.** Action Items. Action items to be voted on during regular or special CoC meetings must be included in the agenda provided to CoC members prior to the scheduled meeting. No action items may be added after the agenda is sent to members. If it is determined during the course of a meeting that additional items shall require a vote of the CoC, these items will be scheduled for action at the next regular or special meeting.

**Section 7.** *Steering Committee Meetings.* CoC Steering Committee meetings will be held at least quarterly and as needed to accomplish the mission and purpose of the CoC.

### Article Five – Fiscal Year

The fiscal year for the CoC shall begin on the 1<sup>st</sup> day of July in each year and end at midnight on the 30<sup>th</sup> day of June of the following year.

### **Article Six – Special Committees**

As needed, special committees shall be set up to research issues, develop particular projects and/or make recommendations on issue of interest to the CoC.

### **Article Seven – Recordkeeping**

Records of all the CoC meetings shall be kept and will include dates, attendees and minutes.

### Article Eight – Amendment to Bylaws

These Bylaws may be revised or amended at any regular or special meeting of the CoC by the review of members present, except as otherwise provided for in the Bylaws; provided that copies of the proposed revisions or amendments shall have been available, specifically identified for CoC review, to each CoC member at least two weeks prior to the regular or special meeting at which the proposed revisions or amendments are to be acted upon. Once members have been provided opportunity to review and comment, the CoC Steering Committee will be responsible for voting on all revisions.

### Article Nine – Code of Conduct

All members, Co-Chairs and Steering Committee Members will uphold the following Code of Conduct:

The Co-Chairs, Board Members and Members will declare any conflicts of interest prior to voting on CoC business

- All Members will demonstrate the highest standards of personal integrity, truthfulness, honesty and fortitude
- All Members will present themselves and their agencies in a professional and ethical manner when conducting CoC business

### **Article Ten – CoC Corrective Actions Process**

When a Clackamas County Continuum of Care homeless program project /agency is reviewed by the CoC or a subcommittee thereof and, determined to be under-performing based on established performance measures, that project/agency will be notified in writing and placed on probation for at least six months.

During the probationary period, the project/agency will be provided with additional technical assistance by the CoC Coordinator, County HMIS administrator, CoC Peer agencies and when available, the HUD Field Office staff. The project/agency will be responsible for requesting specific assistance in low scoring performance areas and requesting any additional clarifications from the CoC if the project/agency staff persons do not understand the scoring process, criteria and/or performance measures.

If after six months of probation, the project/agency continues to under-perform based on established performance measures, the project/agency may lose HUD funding and may be ranked low in the Continuum of Care annual application for funding. The project/agency may submit a plan of correction to request an additional 6 months of probation. Acceptance of the plan of correction will be at the discretion of the CoC.

### **Article Eleven – Designated Homeless Management Information System Provider**

The Clackamas County Housing and Community Development Division (HCDD) is designated as the Homeless Management and Information System (HMIS) provider to maintain the CoC data collection system.

All HMIS-related decisions which only affect local CoC operations will be made by Clackamas County's HMIS Administrator with input from key stakeholders. All HMIS-related decisions which affect all CoCs participating in the statewide HMIS implementation will be made by the Northwest Social Services Connections Committee, comprising of representation from each CoC in the state.

## **Article Twelve – Designated Collaborative Applicant and Unified Funding Agency**

The Clackamas County Housing and Community Development Division (HCDD) is designated as the CoC Collaborative Applicant when completing the CoC funding application. The Housing and Community Development Division is also designated the CoC Unified Funding Agency if funds become available to support this CoC financial administrative function.

### **Article Thirteen – Decision Making Process**

When an item (initiative, proposal, process, etc.), which will affect the entire continuum is brought before the CoC or Steering Committee for decision, the following steps will be taken:

- 1. Item will initially be reviewed by the Steering Committee and CoC Chair and Co-Chair.
- 2. Item will be provided to the CoC, specifically identified for CoC review, to each CoC member at least two weeks prior to the regular or special meeting at which the proposed revisions or amendments are to be acted upon.
- 3. After the CoC and CoC Chair and Co-Chair have been given an opportunity to provide feedback, item will be voted on by the CoC Steering Committee or feedback will be addressed and the item will be brought back to the CoC for additional review.

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### 1. SERVICEPOINT: CMIS/HMIS SYSTEM

Client Management Information System (CMIS)/Homeless Management Information System (HMIS) is a locally administered electronic data collection system that stores longitudinal person-level information about persons who access the service system.

City of Portland, Portland Housing Bureau (PHB) has instituted the use of ServicePoint as the CMIS/HMIS system in response to Congressional Directive and U.S. Department of Housing and Urban Development (HUD) support for Homeless Management Information Systems (HMIS).

ServicePoint (trademarked and copyrighted by Bowman Systems) is a web based Client Information System that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum, and develop outcome measurements.

For more information regarding Client/Homeless Management Information Systems (CMIS/HMIS) Policy and Procedures, please contact the CMIS/HMIS System Administrator.

### 2. PROJECT OVERVIEW

NW Social Service Connections (NWSSC) is the administrative entity that governs a multi-Continuum of Care implementation of CMIS/HMIS used to record and share information among service-providers on services provided to homeless and near homeless Clients.

The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the system. NWSSC is a collaboration of multiple Continuums of Care and Service System Partnerships in accordance with PHB intergovernmental Agreements or Memorandums of Understanding.

The NWSSC System Administrators are ServicePoint dedicated program staffs from PHB. Additionally, each of the Continuums of Care or Service System Partnerships have identified staff functioning as ServicePoint System Administrators for their respective jurisdictions.

### 3. CONTACT INFORMATION

Clackamas County Community Development
Public Services Building, 2<sup>nd</sup> Floor
2051 Kaen Rd.,
Oregon City, OR 97045
<a href="http://www.clackamas.us/communitydevelopment">http://www.clackamas.us/communitydevelopment</a>

Portland Housing Bureau 421 SW 6th Avenue, Suite 500 Portland, OR 97204 http://www.portlandonline.com/PHB/ System Administrator Abby Ahern 503-650-5663 abbyahe@clackamas.us

NWSSC Program Manager/System Administrator Wendy Smith 503-823-2386 wendy.smith@portlandoregon.gov

### 4. PURPOSE

This document is to define the general requirements and provide an overview of the CMIS/HMIS System.

### 5. SCOPE

These Policies and Procedures apply to ALL Persons or Organizations, using any portion of the CMIS/HMIS system.

### 6. GOVERNING PRINCIPLES

- 6.1. ALL Persons using CMIS/HMIS are expected to read, understand, and adhere to the Final Revised HMIS Data Standards; March 2010

  (http://www.hmis.info/ClassicAsp/documents/Final%20HMIS%20Data%20Standards-
  - (http://www.hmis.info/ClassicAsp/documents/Final%20HMIS%20Data%20Standards-Revised%20 3.pdf) and the Department of Housing and Urban Development Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice; Notice (http://www.hmis.info/ClassicAsp/documents/HUD%20Data%20and%20Technical%20Standards.pdf)
- 6.2. ALL Persons using CMIS/HMIS are expected to read, understand, and adhere to the spirit of these principles, even when the Policies and Procedures do not provide specific direction.
- 6.3. All information entered into the CMIS/HMIS system, the Service Providers, Participants, their respective staff, and end users are bound by all applicable federal and state confidentiality regulations and laws

that protect the Client records that will be placed on the HMIS system, in accordance with the Participation Agreement.

- 6.4. Clients may not be denied access to their own records. Clients have the right to see their information on ServicePoint, within the time frame specified in the Privacy Notice to Clients. If a Client requests, the Participant/User must review the information with the client.
- 6.5. Bowman Internet Systems will host our implementation of ServicePoint; all Client information in ServicePoint is encrypted.
- 6.6. Confidentiality
  - 6.6.1. The rights and privileges of clients are crucial to the success of CMIS/HMIS. These policies will ensure clients' privacy without impacting the delivery of services, which is the primary focus of agency programs participating in this project.
  - 6.6.2. Policies regarding client data are founded on the premise that a client owns his/her own personal information and provide the necessary safeguards to protect client, agency, and policy level interests.
- 6.7. Data Integrity
  - 6.7.1.Client data is the most valuable and sensitive asset of CMIS/HMIS. These policies will ensure integrity and protect this asset from accidental or intentional unauthorized modification, destruction or disclosure.
- 6.8. System Availability
  - 6.8.1.The availability of a centralized data repository is necessary to achieve the ultimate system/community-wide aggregation of unduplicated statistics. The System Administrators are responsible for ensuring the broadest deployment and availability for participating service providers.
- 6.9. Compliance
  - 6.9.1. Violation of the policies and procedures set forth in this document will have serious consequences.

    Any deliberate or unintentional action resulting in a breach of confidentiality or loss of data integrity may result in the withdrawal of system access for the offending entity.

### 7. DEFINITIONS

- 7.1. Refer to Homeless Management Information System (HMIS) Data Standards- Revised Notice March 2010 Section 1.4 Definitions for terms used throughout the notice and applicable to CMIS/HMIS.
- 7.2. Refer to CMIS/HMIS Community Data Standards Section 2.
- 7.3. Refer to funder or program documentation for terms used by those funders or programs.

### 8. EQUIPMENT, MATERIALS AND SUPPLIES

- 8.1. Participating Agencies are responsible for providing their own technical support for all Hardware and Software systems used to connect to CMIS/HMIS.
- 8.2. Computer Workstation (PC, Personal Computer)
  - 8.2.1.Minimum hardware and software requirements for workstations (subject to change).
    - 8.2.1.1. Computer: PC with a 2 Gigahertz or higher processor
    - 8.2.1.2. 40GB Hard Drive
    - 8.2.1.3. 512 MB RAM
    - 8.2.1.4. Microsoft Windows 2000 or XP
    - 8.2.1.5. Browser: Most recent version of Microsoft Internet Explorer or Firefox
    - 8.2.1.6. Connectivity: Minimum 56 Kbps | Optimal 128 Kbps 1.5 mps

### **9. FORMS and DOCUMENTS** (incorporated by addendum and subject to change)

**HMIS Participation Agreement** 

HMIS Policy and Procedure which includes the following attachments

attachment 1 Community Data Standards

attachment 1a Data Expectations and Exceptions

attachment 2 HMIS and HIPAA attachment 3 User Agreement

attachment 3a User Agreement – Special User

attachment 4 Remote Access Policy

attachment 4a Remote Access Policy Agreement attachment 5 Notice to Clients of Uses Disclosure

attachment 5a Notice to Clients of Uses Disclosure for Posting

attachment 6 HMIS Data Quality Training Plan

attachment 7 Business Associates Agreement (Behavioral Health)

attachment 7a Security Addendum to Business Associates Agreement (Behavioral Health)

### 10. CONFIDENTIALITY & SECURITY

- 10.1. CMIS/HMIS System administrators have full and complete access to all ServicePoint features and functions for their respective jurisdictions. If it is requested, the CMIS/HMIS system administrator must be willing to sign the confidentiality oaths of the Affiliated Service Providers.
- 10.2. For all information entered in the CMIS/HMIS system the Service Providers, Users, and Agencies are bound by all applicable federal and state confidentiality regulations and laws that protect the Client records that will be placed on the CMIS/HMIS system.
- 10.3. CMIS/HMIS Service Providers have a primary duty to protect the confidentiality and security of client records. If a Service Provider using the CMIS/HMIS system receives a request to release client level information, the Service Provider must verify that a current hard copy Release of Information form is on file. The Release of Information form must be signed by the client or authorized client representative and include all specific parties to whom the information may be released. A general release of all client information is prohibited.

In the event the request is in the form of a subpoena, the Service Provider shall immediately notify the local System Administrator, who in turn shall immediately notify the NWSSC Project Director/System Administrator for assistance. This includes a review of the validity of the request and obtaining only the information identified in the request. Hard copy releases are not required in the event a valid subpoena is received.

- 10.4. The Service Provider shall ensure that all staff, volunteers and other persons are issued a unique User ID and password for CMIS/HMIS and receive confidentiality training on the use of CMIS/HMIS and applicable confidentiality laws.
  - 10.4.1. The Service Provider is responsible to contact the Agency or System Administrator for revoking, adding or editing User access in a timely manner.
- 10.5. Unauthorized disclosure of Protected Personal Information may be grounds for legal action.
- 10.6. Sharing of CMIS/HMIS data among Affiliated Service Providers is encouraged but not required. The CMIS/HMIS data items excluded from sharing include medical, legal, case management, case notes, and file attachments, unless specifically released by Client.
- 10.7. HIPPA Privacy Rules take precedence over CMIS/HMIS privacy standards. If an agency is a HIPAA covered agency, they must abide by HIPAA regulations.

- 10.8. Creating anonymous records may mean that reports will not provide a true unduplicated count and therefore this option should only be used if absolutely necessary. Please contact the System Administrator for other options.
- 10.9. ServicePoint shall only be accessed from the Organization's network, desktops, laptops, and mini-computers.
  - 10.9.1.1. NWSSC System Administrators are allowed to access the database from remote locations for purposes specific to their job. All staff that access the database remotely must meet the standards detailed in the System Security (above) and may only access it for activities directly related to their job. These approved remote locations include:
  - 10.9.1.2. Private Home office to provide system support as needed.
  - 10.9.1.3. Community Agency offices to support agency use of the system.
  - 10.9.1.4. Private Hotel Rooms on secure networks when providing services while in the field.
  - 10.9.1.5. Training Centers when providing services in the field.
- 10.10. Remote Access (In special circumstances access from remote locations may be permitted after application and approval by Agency and System Administrators)
  - 10.10.1. The ServicePoint Remote Access Agreement must be completed and submitted for approval.
  - 10.10.2. The Agency Administrator must review the need for remote access and investigate other options.
  - 10.10.3. If no other valid options are available the Agency Administrator must approve in writing remote access for a user.
  - 10.10.4. Once remote access agreement has been approved and signed by the Agency Administrator, a copy will be filed with the System Administrators for final approval.
  - 10.10.5. Remote Access is subject to change at the NWSSC System Administrator's discretion.
  - 10.10.6. Agency and System Administrators will periodically audit all remote access.
- 10.11. Public Key Infrastructure (PKI)
  - 10.11.1. When a computer is used for ServicePoint, the Service Provider is responsible to contact the System Administrator for the PKI Certificate, password, and installation instructions.
  - 10.11.2. When a computer is no longer used for ServicePoint, the service provider needs to remove the PKI Security Certificate.

### 11. ROLES AND RESPONSIBILITIES

- 11.1. If it is requested of the CMIS/HMIS system administrators he/she must be willing to sign the confidentiality oaths of the Affiliated Service Providers.
- 11.2. PHB and the NWSSC System Administrator
  - 11.2.1. Liaison With HUD
  - 11.2.2. Project Staffing
  - 11.2.3. Overall Responsibility For Success Of NWSSC CMIS/HMIS
  - 11.2.4. Creation Of NWSSC Project Forms And Documentation
  - 11.2.5. NWSSC Project Policies And Procedures And Compliance
  - 11.2.6. Keeper Of Signed Memorandums Of Understanding and Intergovernmental Agreements
  - 11.2.7. Procurement/Renewal of Server Software And Licenses
- 11.3. ALL Lead Organizations
  - 11.3.1. Liaison with NWSSC System Administrator
  - 11.3.2. Project Staffing
  - 11.3.3. Creation of Local project Forms and Documentation
  - 11.3.4. Data quality reviews

- 11.3.4.1. Data Quality
- 11.3.4.2. Data Validity
- 11.3.4.3. Data Completeness
- 11.3.5. Adherence To HUD Data Standards
- 11.3.6. Adherence to Community Data Standards
- 11.3.7. Adherence to Project Data Standards
- 11.3.8. User Administration
  - 11.3.8.1. Manage User Licenses
  - 11.3.8.2. Process User Agreement forms
- 11.3.9. Training
  - 11.3.9.1. Curriculum Development
  - 11.3.9.2. Training Documentation
  - 11.3.9.3. Confidentiality Training
  - 11.3.9.4. Application Training For Agency Administrators and End Users
  - 11.3.9.5. New Provider training
  - 11.3.9.6. Upgrade, enhancement, refresher or other training
- 11.3.10. Outreach/End User Support/Technical Assistance/Password Resets
  - 11.3.10.1. Password Resets require some sort of user Identity verification.
- 11.3.11. Coordinate any application customizations with the NWSSC System Administrator
- 11.3.12. Will use universal naming conventions, in order to better standardize, when creating new assessment questions, sub-assessments, and any other system wide modifications.
- 11.3.13. All Local documentation including P&Ps and agreements must be no less restrictive than NWSSC documents.

### 11.4. Contributory HMIS Organization (CHO)Responsibilities:

- 11.4.1. The CHO must make available to users a secure system to access ServicePoint, including but not limited to firewall and virus protection.
- 11.4.2. The CHO must be current with all related contracts.
- 11.4.3. The CHO shall follow, comply with and enforce the Agency Agreement.
- 11.4.4. The CHO shall abide by all data standards and all policies and procedures.
- 11.4.5. The CHO shall keep abreast of all ServicePoint updates and policy changes.
- 11.4.6. The CHO shall identify and approve their respective Agency Users.
- 11.4.7. The CHO shall designate one User to be the Agency's Key User/Agency Administrator.
- 11.4.8. The CHO shall be responsible for entering Client data (profile, household, needs, services, referrals, and any other Client data you may require), following up on referrals, and running reports in a timely manner.
- 11.4.9. The CHO shall have representation at agency administrators/regional data quality review meetings.
- 11.4.10. The CHO shall collect data on all clients as called out in the Data Element Matrix.
- 11.4.11. CHO Exceptions may include non-homeless CMIS organizations and DV Comparable database organizations. Please contact the System Administrator for information and waiver.

### 11.5. User Responsibilities:

- 11.5.1. The User shall provide an email contact to the System Administrators for communication purposes.
- 11.5.2. The User shall follow, comply with, and enforce the User Agreement.
- 11.5.3. The User shall comply with all data standards and policies and procedures.
- 11.5.4. Each User is provided with an access level as required by his/her role. This access level controls who can see which information. Lower levels of access allow ONLY viewing of basic demographics, while the middle levels of access allow additional information to be viewed. The

highest levels of access are limited to administrators. Confidentiality is a primary concern and these levels of access help control access to information.

- 11.5.5. Every User of the CMIS/HMIS system is authenticated with a unique User ID and password. This provides a level of security and accountability for the CHO's database. Sharing of User IDs or passwords is forbidden.
- 11.5.6. The User shall only enter individuals in the CMIS/HMIS database that exist as Clients under the Service Provider's approved area of service. The User shall not misrepresent its Client base in the CMIS/HMIS database by entering known, inaccurate information. The User shall not knowingly enter false or misleading data under any circumstances.
- 11.5.7. The User shall consistently enter information into the CMIS/HMIS database and will strive for Real Time data entry, and be obligated to weekly data entry. A different time frame may be arranged, if justified by program need and approved by the local System Administrator.
- 11.5.8. The User will not alter information with known inaccurate information in the CMIS/HMIS database that has been entered by another Service Provider (i.e. Service Provider will not purposefully enter inaccurate information to over-ride information entered by another Service Provider).
- 11.5.9. The User shall utilize the CMIS/HMIS database for business purposes only.
- 11.5.10. The User shall not use the CMIS/HMIS database with intent to defraud federal, state, or local governments, individuals or entities, or to conduct any illegal activity.
- 11.5.11. The User shall not cause, in any manner or way, corruption of the CMIS/HMIS database.
- 11.5.12. In the event that data entry cannot be made Real Time and the User utilizes hard copy paper forms, once the data has been entered into CMIS/HMIS, the forms shall be securely stored or suitably disposed of.
- 11.5.13. The User shall enter data into CMIS/HMIS
  - 11.5.13.1. Universal Data elements shall be entered on all Clients.
    - 11.5.13.1.1. In addition to the Universal Data elements, all HUD Funded CHO Users, at a minimum, shall also enter the additional data elements required by the Data Standards for all Clients.
    - 11.5.13.1.2. In addition to the Universal Data elements all Non-HUD funded CHO Users, at a minimum, shall also enter funder or program specific data elements as required.
- 11.5.14. Sharing data is optional but entering data is not optional. An electronic ROI shall be completed for all clients, even if not sharing data.
- 11.5.15. The User is responsible for data entry accuracy and correctness.
- 11.5.16. The User shall log off the CMIS/HMIS and shut down the browser when not using CMIS/HMIS.
- 11.5.17. The User shall utilize the password protected screen savers that automatically turn on to mitigate the burden of shutting down the workstation when momentarily stepping away from the work area.
- 11.5.18. Report any discrepancies in the use of the PHB CMIS/HMIS system, including, without limitation, access of information and entry of information, to the Service Provider Key User or to the System Administrator.
- 11.5.19. The User shall periodically, when instructed by the Agency or System Administrator, review data quality reports, making corrections to ensure data accuracy and completeness.

### 11.6. Key User/Agency Administrator Responsibilities:

- 11.6.1. The Key User/Agency Administrator shall observe all User Responsibilities.
- 11.6.2. The Key User/Agency Administrator shall use Agency NewsFlash only for distribution of CMIS/HMIS information.
- 11.6.3. The Key User/Agency Administrator shall act as the first level of Service Provider administration and support in the CMIS/HMIS system.

- 11.6.4. The Key User/Agency Administrator shall be responsible for the initial training of new Users in his/her Agency.
- 11.6.5. The Key User/Agency Administrator shall regularly run and review audit reports to ensure policies are being followed by staff.
- 11.6.6. The Key User/Agency Administrator will be responsible for monitoring all User access within their own Agency.

#### 11.7. System Administrators Group

- 11.7.1. Is made up of at least 1 representative from each of the lead organizations of the NWSSC CMIS/HMIS and other participant representatives or advocates as invited by the NWSSC Administrators.
- 11.7.2. Review and make recommendations on all NWSSC HMIS documents, attachments, and related forms.
- 11.7.3. Identify and prioritize system enhancements
- 11.7.4. Determine the guiding principles that should underlie the HMIS implementation activities of the project and participating organization and service programs
- 11.7.5. Setting minimum data collection requirements
- 11.7.6. Encourage Continuum-wide provider participation
- 11.7.7. Facilitate consumer involvement
- 11.7.8. Recommend criteria, standards, and parameters for the usage and release of all data collected as part of the HMIS
- 11.7.9. Recommend Continuum-level mechanisms for monitoring and enforcing compliance with the approved policies and procedures
- 11.7.10. Enhance the implementation and operations of the system for service-providers so they can protect the interests and privacy of their clients
- 11.7.11. Enhance and improve the quality of data being reported to various levels throughout the
- 11.7.12. Create and implement procedures for additional system issues for Participating Agencies.

#### 11.8. ServicePoint Agency Administrator Group

- 11.8.1. Agency Administrator Group will be established for the purpose of addressing implementation and ongoing operational issues.
- 11.8.2. Identify and prioritize system enhancements
- 11.8.3. Providing feedback on system performance
- 11.8.4. Brainstorming the best uses of the HMIS
- 11.8.5. Regularly reviewing compliance with all NWSSC HMIS policies, agreements, and other requirements
- 11.8.6. Reviewing data quality and providing feedback to improve data quality

#### 12. DATA STANDARDS

- 12.1. Homeless Management Information System (HMIS) Data Standards Revised Notice March 2010
- 12.2. Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice August 2005
- 12.3. Community Data Standards (may be revised at the discretion of the NWSSC System Administrator)
- 12.4 Data Quality/Training Plan

### 13. DATA EXPECTATIONS

- 13.1. Data will be entered within 5 business days of client contact. Exceptions will be considered by the local System Administrator.
- 13.2. Data will be entered in a timely manner to meet aggregate reporting needs
- 13.3. Data accuracy will be no less than 95% (the file matches data entry)
- 13.4. Universal Data Elements Null/Missing Values will not exceed 5%
- 13.5. Universal Data Elements Refused/Don't Know Values will not exceed 5%
  - 13.5.1. Refused/Don't Know responses are client identified, not the case manager or data entry person's assessment.
- 13.6. No outstanding Corrective Actions from last NWSSC CMIS/HMIS Monitoring

### 14. REPORTS/DATA SUBMISSIONS

- 14.1 System or Community Wide reporting is done on a regular basis without notification.
- 14.2 The Service Provider/User's access to data about Clients it does not serve shall be limited based on the current status of any release of information on file.
- 14.3 The Data Quality and Training Plan outlines the process by which data quality will be evaluated. It lists the reports that will be pulled on a regular basis, the frequency of the pulls and the responsibility of each player.
- 14.4 The general public can request non-identifying aggregate and statistical data by submitting a data request.
- 14.5 Non- identifying aggregate and statistical data will not contain outliers. Outliers may be removed if they represent less than 5% of any value.
- 14.6 At a minimum, password secure any document that includes client name or other PPI. Do not email the password with the file.
- 14.7 The CMIS/HMIS System Administrator will address all requests for system or community-wide data from entities other than Affiliated Service Providers or clients.
- 14.8 The System Administrator will run system-wide reports to assess the data, quality and level of participation by Affiliated Service Providers. Results of these reports may be shared with Affiliated Service Providers.
- 14.9 The System Administrator may run reports for research use. Information in NWSSC CMIS/HMIS may be used to conduct research related to homelessness and housing programs, service needs, income supports, education and employment, and program effectiveness. Client names and social security numbers will never appear on a research report.

### 15 PRIVACY REQUIREMENTS

- 15.1 The CHO must post a sign at each intake desk (or comparable location) that explains generally the reasons for collecting this information.
- 15.2 The CHO must publish a privacy notice describing its policies and practices for the processing of PPI and must provide a copy of its privacy notice to any individual upon request.
- 15.3 The CHO must specify in its privacy notice the purposes for which it collects PPI and must describe all uses and disclosures.
- 15.4 If the CHO maintains a public webpage, the CHO must post the current version of its privacy notice on the web page.
- 15.5 The CHO must post a sign stating the availability of its privacy notice to any individual who requests a copy.

### **NW Social Service Connections / Clackamas County**

### **CMIS/HMIS Policy and Procedure**

- 15.6 The CHO must maintain permanent documentation of all privacy notice amendments.
- 15.7 The CHO must allow an individual to inspect and to have a copy of any PPI about the individual.
- 15.8 The CHO must offer to explain any information that the individual does not understand.
- 15.9 The CHO must consider any request by an individual for correction of inaccurate or incomplete PPI pertaining to the individual, The CHO is not required to remove such information but they may mark such information as inaccurate or incomplete or supplement such information.
- 15.10 The CHO must require each member of its HMIS-licensed staff (including employees, volunteers, affiliates, contractors, and associates) to sign a User Agreement annually that includes information from the privacy notice and that pledges to comply with the privacy notice.
- 15.11 The CHO must require each member of its HMIS-licensed staff (including employees, volunteers, affiliates, contractors and associates) to undergo (annually or otherwise) formal training in privacy requirements.
- 15.12 The CHO must establish a method, such as an internal audit, for regularly reviewing compliance with its privacy notice.
- 15.13 The CHO must establish an internal or external appeal process for hearing an appeal of a privacy complaint or an appeal of denial of access or correction rights.
- 15.14 The CHO must protect CMIS/HMIS system from malicious intrusion behind a secure firewall.
- 15.15 The CHO must secure any paper or other hard copy containing PPI that is either generated by or for CMIS/HMIS, including, but not limited to report, data entry forms and signed consent forms.

### **REVISION HISTORY**

Date	Description	Author
01/12/2011	Reformat Entire P&P Document; Update to reflect changes from Homeless Management Information System (HMIS) Data Standards – Revised Notice – March 2010; Incorporate "CMIS" language; Add references to additional supporting documentation;  Community Review/Input 09/23/2010 Legal Review 12/28/2010	W. Smith
7/6/2011	Updated several sections to reflect Clackamas County issues/needs.	S.Johnson
6/12/12	Updated Sect. 9, page 4, with Clackamas County specific forms	S. Johnson
10/25/2012	Updated System Administrator contact information and Clackamas County website URL	M. James
8/31/2016	Updated System Administrator contact information	E. Skinner
		1
	7/6/2011 6/12/12 10/25/2012	O1/12/2011 Reformat Entire P&P Document; Update to reflect changes from Homeless Management Information System (HMIS) Data Standards – Revised Notice – March 2010; Incorporate "CMIS" language; Add references to additional supporting documentation; Community Review/Input 09/23/2010 Legal Review 12/28/2010  7/6/2011 Updated several sections to reflect Clackamas County issues/needs.  6/12/12 Updated Sect. 9, page 4, with Clackamas County specific forms  10/25/2012 Updated System Administrator contact information and Clackamas County website URL

**NWSSC CMIS/HMIS System Administrator** 

Wendy Smith
Portland Housing Bureau
421 SW 6th Ave, Suite 500
Portland, OR 97204
503-823-2386
wendy.smith@portlandoregon.gov

# NW Social Service Connections / Clackamas County PARTICIPATION AGREEMENT

This Agreement is entered into on 10/14/15 (to be completed on final signature to this document) between NW Social Service Connections CMIS/HMIS: Clackamas County and <u>Clackamas County Social Services Division</u> (Organization Name).

NW Social Service Connections (NWSSC) is the administrative entity that governs a multiple key stakeholder¹ implementation of Management Information System (CMIS/HMIS) used to record and share information among service-providers on services provided to homeless and near homeless Clients. The NWSSC CMIS/HMIS system of choice is ServicePoint. ServicePoint (trademarked and copyrighted by Bowman Systems) is an information system that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.

The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the CMIS/HMIS. The lead organization for NWSSC is the City of Portland, Portland Housing Bureau (PHB) in partnership with key stakeholder<sup>1</sup> organizations with PHB Intergovernmental Agreements. The NWSSC System Administrators are ServicePoint-dedicated program staff from PHB, additionally each of the key stakeholder<sup>1</sup> organizations may have identified staff functioning as local ServicePoint System Administrators.

Any documentation, agreements, policies and forms created for use with NW Social Service Connections CMIS/HMIS must incorporate all NW Social Service Connections CMIS/HMIS policies, agreements, and documents and be no less restrictive.

In this agreement, "Participant" is an Organization that uses ServicePoint; "Client" is a consumer of services.

This agreement is between NWSSC: Clackamas County and <u>Clackamas County Social Services Division</u> (Participant). Additional organizations may join this agreement in accordance with the NW Social Service Connections CMIS/HMIS Policies and Procedures.

- Operating Policies: Each Participant agrees to follow and comply with all HMIS Data Standards and NWSSC Policies and Procedures, of which may be modified by NWSSC CMIS/HMIS System Administrators.
- 2. <u>Technical Support:</u> Bowman Systems is providing hosting services for NW Social Service Connections and Service Point. Bowman provides hosting, maintenance, monitoring, and administration for servers. The System Administrators and Bowman will provide continuing technical support as related to the ServicePoint system within budgetary constraints. Participating agencies will identify staff that will use the system and receive user licenses. If the agreement is terminated, PHB and NWSSC System Administrators will revoke user licenses. Bowman Systems shall operate and maintain the network server, software, and any other network or communication devices at the

<sup>&</sup>lt;sup>1</sup>Clackamas County is a key stakeholder via Intergovernmental Agreement with the City of Portland Housing Bureau.

host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.

- 3. <u>Computers:</u> Security for data maintained in NW Social Service Connections CMIS/HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice". Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to CMIS/HMIS.
  - <a href="https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/">https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/</a>
    PHB and Community Stakeholders may add additional standards and will provide notice(s) to Participants.
- 4. <u>Training:</u> The Organization is responsible for training related to basic computer skills as well as confidentiality and ethics training. The System Administrators shall assure the provision of training of necessary Participant staff in the use of ServicePoint. The System Administrators will provide training updates, as necessary and reasonable due to staff changes and changes in technology.
- 5. <u>Data:</u> The Participant shall not be denied access to Client data entered by the Participant. Each Participant is bound by all restrictions placed upon the data by the Client of any Participant. Each Participant must diligently record and take all other appropriate actions to assure ServicePoint includes and reflects all restrictions or release of sharing records the Client has requested. Each Participant must also keep on file all hard copy Release of Information forms. A Client may not be denied access to their own records.

A Participant shall not knowingly enter false or misleading data under any circumstances. All Participants shall provide the System Administrators with the appropriate ResourcePoint Data. Violation of any of the above section by a Participant is a material violation of this agreement.

If this agreement is terminated, the System Administrators shall provide to the Participant an electronic copy of their Client data. A hardcopy form will be available, upon written request, within seven (7) working days. Nonetheless, the System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

6. <u>Confidentiality of Information:</u> Each Participant understands that participation in the NWSSC CMIS/HMIS system may make confidential information in the Client Profile available to other Participants with the hard copy ROI signed by the client. It is the responsibility of each Participant to observe all applicable laws and regulations regarding Client confidentiality. Only Client specific data approved for release by the Client and properly recorded by the Participant shall be accessible to other Participants. The Participant will provide staff training in privacy protection, for their ServicePoint users.

If a Client withdraws consent for sharing of information (release of information), the Participant remains responsible to ensure that the Client's information is restricted at the Client Profile level and therefore unavailable to other Participants. If a Participant terminates this agreement the Participant must notify the NWSSC CMIS/HMIS and lead organization System Administrators of the

withdrawal. System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

Aggregate data may be made available by CMIS/HMIS lead organizations to other entities for funding or planning purposes pertaining to providing services to the homeless. However, data released by the CMIS/HMIS lead organizations must never directly identify individual Clients.

De-identified data sets may be used for unduplicated counting, planning, and research activities.

All data will be archived from ServicePoint no later than seven years after being entered or after last being modified.

- 7. <u>Transferability:</u> No right, privilege, license, duty, or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation, or in any other manner, unless the System Administrators or ServicePoint Policy Committee grants approval.
- 8. <u>Mutuality:</u> This agreement applies to, amongst and between each individual Participant, PHB, and the key stakeholders.
- 9. <u>Limitation of Liability and Indemnification:</u> No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the NWSSC CMIS/HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorney's fees which may arise from that party's negligent or intentional acts or omissions under this agreement.

- 10. <u>Limitation of Liability:</u> PHB and Key Stakeholders<sup>1</sup> shall not be liable to any member Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the System Administrators, PHB, Key Stakeholders<sup>1</sup>, and other Participants. If a Participant terminates thereby, the parties shall seek mutual resolution to any dispute.
- 11. <u>Disclaimer of Warranties:</u> The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.

- 12. <u>Term and Termination:</u> This Agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. This agreement will be superseded by any additional or alternative agreements presented by PHB and Key Stakeholders<sup>1</sup>.
- 13. <u>Amendments and Waivers:</u> This agreement cannot be altered or modified except in writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver of any right under this agreement is effective except by a writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the System Administrators of any breach or waiver of a breach.
- 14. <u>Notices:</u> All notices, between Participant and System Administrators, under this agreement must be in writing.
- 15. <u>Scope of Agreement:</u> This agreement, together with the HMIS Policy and Procedure and its addendums is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.
- 16. <u>Applicable Law:</u> This agreement is governed by and subject to the laws of the State of Oregon. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Multnomah County, OR.
- 17. <u>Display of Notice</u>: Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from CMIS/HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the **Notice to Clients of Uses & Disclosures**, except that (a) where an Organization's treatment of information is materially limited by other applicable laws or requirements, the Participant's Notice must reflect the more stringent requirements, and (b) Participant will update its Notice whenever NWSSC CMIS/HMIS updates and distributes a new form of Notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent/Release of Information Form. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.
- 18. <u>Data Quality and Training Plan:</u> Participant agrees to fully participate in the Clackamas County CoC's Data Quality and Training Plan which will be updated annually by the System Administrator.
- 19. <u>Submission of Reports:</u> Participant agrees to submit specific HMIS reports on a regular basis as detailed in their individual contracts with Clackamas County.

#### **ASSURANCE**

<u>Clackamas County Social Services Division</u> (Participant) assures that the following fully executed documents will be on file and available for review.

- The Organization's Confidentiality Policy.
- The Organization's Grievance Policy, including a procedure for external review.
- The Organization's official Privacy Notice for NWSSC/HMIS clients.
- Executed hard copy Client Release of Information forms.
- Executed User Agreement for all NWSSC System Users.
- A current copy of the NWSSC Policy and Procedures.

20	
Signature of Organization Director	
Brenda Durbin	
Printed Name	
12-16-15	
Date (mm/dd/YYYY)	

#### **EXTENT OF AGREEMENT**

This document represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

Clackamas County Health, Housing and	PARTICIPANT
Human Services Public Services Bldg. 2051 Kaen Rd.	Clackamas County Social Services Division
Oregon City, OR 97045	
Signature	Signature
Richard Swift	Brenda Durbin
Printed Name	Printed Name
	Director
Director	Title
Title	, A .
3.16./L	Date (mm/dd/YYYY)

Date (mm/dd/YYYY)

This Agreement is entered into on 12/22/2016 (to be completed on final signature to this document) between NW Social Service Connections CMIS/HMIS: Clackamas County and Housing Authority of Clackamas County.

NW Social Service Connections (NWSSC) is the administrative entity that governs a multiple key stakeholder<sup>1</sup> implementation of Management Information System (CMIS/HMIS) used to record and share information among service-providers on services provided to homeless and near homeless Clients. The NWSSC CMIS/HMIS system of choice is ServicePoint. ServicePoint (trademarked and copyrighted by Bowman Systems) is an information system that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.

The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the CMIS/HMIS. The lead organization for NWSSC is the City of Portland, Portland Housing Bureau (PHB) in partnership with key stakeholder<sup>1</sup> organizations with PHB Intergovernmental Agreements. The NWSSC System Administrators are ServicePoint-dedicated program staff from PHB, additionally each of the key stakeholder<sup>1</sup> organizations may have identified staff functioning as local ServicePoint System Administrators.

Any documentation, agreements, policies and forms created for use with NW Social Service Connections CMIS/HMIS must incorporate all NW Social Service Connections CMIS/HMIS policies, agreements, and documents and be no less restrictive.

In this agreement, "Participant" is an Organization that uses ServicePoint; "Client" is a consumer of services.

This agreement is between NWSSC: Clackamas County Housing Authority of Clackamas County (Participant). Additional organizations may join this agreement in accordance with the NW Social Service Connections CMIS/HMIS Policies and Procedures.

- Operating Policies: Each Participant agrees to follow and comply with all HMIS Data Standards and NWSSC Policies and Procedures, of which may be modified by NWSSC CMIS/HMIS System Administrators.
- 2. <u>Technical Support:</u> Bowman Systems is providing hosting services for NW Social Service Connections and Service Point. Bowman provides hosting, maintenance, monitoring, and administration for servers. The System Administrators and Bowman will provide continuing technical support as related to the ServicePoint system within budgetary constraints. Participating agencies will identify staff that will use the system and receive user licenses. If the agreement is terminated, PHB and NWSSC System Administrators will revoke user licenses. Bowman Systems shall operate and maintain the network server, software, and any other network or communication devices at the

<sup>&</sup>lt;sup>1</sup>Clackamas County is a key stakeholder via Intergovernmental Agreement with the City of Portland Housing Bureau.

host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.

- 3. <u>Computers:</u> Security for data maintained in NW Social Service Connections CMIS/HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice". Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to CMIS/HMIS.
  - <a href="https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/">https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/</a>
    PHB and Community Stakeholders may add additional standards and will provide notice(s) to Participants.
- 4. <u>Training:</u> The Organization is responsible for training related to basic computer skills as well as confidentiality and ethics training. The System Administrators shall assure the provision of training of necessary Participant staff in the use of ServicePoint. The System Administrators will provide training updates, as necessary and reasonable due to staff changes and changes in technology.
- 5. <u>Data:</u> The Participant shall not be denied access to Client data entered by the Participant. Each Participant is bound by all restrictions placed upon the data by the Client of any Participant. Each Participant must diligently record and take all other appropriate actions to assure ServicePoint includes and reflects all restrictions or release of sharing records the Client has requested. Each Participant must also keep on file all hard copy Release of Information forms. A Client may not be denied access to their own records.

A Participant shall not knowingly enter false or misleading data under any circumstances. All Participants shall provide the System Administrators with the appropriate ResourcePoint Data. Violation of any of the above section by a Participant is a material violation of this agreement.

If this agreement is terminated, the System Administrators shall provide to the Participant an electronic copy of their Client data. A hardcopy form will be available, upon written request, within seven (7) working days. Nonetheless, the System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

6. <u>Confidentiality of Information:</u> Each Participant understands that participation in the NWSSC CMIS/HMIS system may make confidential information in the Client Profile available to other Participants with the hard copy ROI signed by the client. It is the responsibility of each Participant to observe all applicable laws and regulations regarding Client confidentiality. Only Client specific data approved for release by the Client and properly recorded by the Participant shall be accessible to other Participants. The Participant will provide staff training in privacy protection, for their ServicePoint users.

If a Client withdraws consent for sharing of information (release of information), the Participant remains responsible to ensure that the Client's information is restricted at the Client Profile level and therefore unavailable to other Participants. If a Participant terminates this agreement the Participant must notify the NWSSC CMIS/HMIS and lead organization System Administrators of the

withdrawal. System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

Aggregate data may be made available by CMIS/HMIS lead organizations to other entities for funding or planning purposes pertaining to providing services to the homeless. However, data released by the CMIS/HMIS lead organizations must never directly identify individual Clients.

De-identified data sets may be used for unduplicated counting, planning, and research activities.

All data will be archived from ServicePoint no later than seven years after being entered or after last being modified.

- 7. <u>Transferability:</u> No right, privilege, license, duty, or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation, or in any other manner, unless the System Administrators or ServicePoint Policy Committee grants approval.
- 8. <u>Mutuality:</u> This agreement applies to, amongst and between each individual Participant, PHB, and the key stakeholders.
- 9. <u>Limitation of Liability and Indemnification</u>: No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the NWSSC CMIS/HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorney's fees which may arise from that party's negligent or intentional acts or omissions under this agreement.

- 10. <u>Limitation of Liability:</u> PHB and Key Stakeholders¹ shall not be liable to any member Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the System Administrators, PHB, Key Stakeholders¹, and other Participants. If a Participant terminates thereby, the parties shall seek mutual resolution to any dispute.
- 11. <u>Disclaimer of Warranties:</u> The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.

- 12. <u>Term and Termination</u>: This Agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. This agreement will be superseded by any additional or alternative agreements presented by PHB and Key Stakeholders<sup>1</sup>.
- 13. Amendments and Waivers: This agreement cannot be altered or modified except in writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver of any right under this agreement is effective except by a writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the System Administrators of any breach or waiver of a breach.
- 14. <u>Notices:</u> All notices, between Participant and System Administrators, under this agreement must be in writing.
- 15. <u>Scope of Agreement:</u> This agreement, together with the HMIS Policy and Procedure and its addendums is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.
- 16. <u>Applicable Law:</u> This agreement is governed by and subject to the laws of the State of Oregon. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Multnomah County, OR.
- 17. <u>Display of Notice:</u> Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from CMIS/HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the **Notice to Clients of Uses & Disclosures**, except that (a) where an Organization's treatment of information is materially limited by other applicable laws or requirements, the Participant's Notice must reflect the more stringent requirements, and (b) Participant will update its Notice whenever NWSSC CMIS/HMIS updates and distributes a new form of Notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent/Release of Information Form. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.
- 18. <u>Data Quality and Training Plan:</u> Participant agrees to fully participate in the Clackamas County CoC's Data Quality and Training Plan which will be updated annually by the System Administrator.
- 19. <u>Submission of Reports:</u> Participant agrees to submit specific HMIS reports on a regular basis as detailed in their individual contracts with Clackamas County.

#### **ASSURANCE**

Housing Authority of Clackamas County (Participant) assures that the following fully executed documents will be on file and available for review.

- The Organization's Confidentiality Policy.
- The Organization's Grievance Policy, including a procedure for external review.
- The Organization's official Privacy Notice for NWSSC/HMIS clients.
- Executed hard copy Client Release of Information forms.
- Executed User Agreement for all NWSSC System Users.
- A current copy of the NWSSC Policy and Procedures.

Signature of Organization Director

Chuck Robbins

Printed Name

12/22/2015

#### **EXTENT OF AGREEMENT**

This document represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

Clackamas County Health, Housing and	PARTICIPANT
Human Services Public Services Bldg. 2051 Kaen Rd. Oregon City, OR 97045	Housing Authority of Clackamas Cour PO Box 1510
Signature	Oregon City, OR 97045  Signature
Richard Swift	Chuck Robbins Printed Name
Printed Name  Director	Executive Director
Title 3.46.16	12 22 2015 Date (mm/dd/YYYY)

Date (mm/dd/YYYY)

This Agreement is entered into on 🔟	128/2016	(to be completed on final signature to this
document) between NW Social Servi	ce Connections	s CMIS/HMIS: Clackamas County and (Organization Name).
Clackanas County Communica	& Veuelognend	(Organization Name).
- 0	,	

NW Social Service Connections (NWSSC) is the administrative entity that governs a multiple key stakeholder¹ implementation of Management Information System (CMIS/HMIS) used to record and share information among service-providers on services provided to homeless and near homeless Clients. The NWSSC CMIS/HMIS system of choice is ServicePoint. ServicePoint (trademarked and copyrighted by Bowman Systems) is an information system that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.

The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the CMIS/HMIS. The lead organization for NWSSC is the City of Portland, Portland Housing Bureau (PHB) in partnership with key stakeholder<sup>1</sup> organizations with PHB Intergovernmental Agreements. The NWSSC System Administrators are ServicePoint-dedicated program staff from PHB, additionally each of the key stakeholder<sup>1</sup> organizations may have identified staff functioning as local ServicePoint System Administrators.

Any documentation, agreements, policies and forms created for use with NW Social Service Connections CMIS/HMIS must incorporate all NW Social Service Connections CMIS/HMIS policies, agreements, and documents and be no less restrictive.

In this agreement, "Participant" is an Organization that uses ServicePoint; "Client" is a consumer of services.

This agreement is between NWSSC: Clackamas County and Community Development (Participant). Additional organizations may join this agreement in accordance with the NW Social Service Connections CMIS/HMIS Policies and Procedures.

- Operating Policies: Each Participant agrees to follow and comply with all HMIS Data Standards and NWSSC Policies and Procedures, of which may be modified by NWSSC CMIS/HMIS System Administrators.
- 2. <u>Technical Support:</u> Bowman Systems is providing hosting services for NW Social Service Connections and Service Point. Bowman provides hosting, maintenance, monitoring, and administration for servers. The System Administrators and Bowman will provide continuing technical support as related to the ServicePoint system within budgetary constraints. Participating agencies will identify staff that will use the system and receive user licenses. If the agreement is terminated, PHB and NWSSC System Administrators will revoke user licenses. Bowman Systems shall operate and maintain the network server, software, and any other network or communication devices at the

<sup>&</sup>lt;sup>1</sup>Clackamas County is a key stakeholder via Intergovernmental Agreement with the City of Portland Housing Bureau.

host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.

- 3. <u>Computers:</u> Security for data maintained in NW Social Service Connections CMIS/HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice". Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to CMIS/HMIS.
  - <a href="https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/">https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/</a>
     PHB and Community Stakeholders may add additional standards and will provide notice(s) to Participants.
- 4. <u>Training:</u> The Organization is responsible for training related to basic computer skills as well as confidentiality and ethics training. The System Administrators shall assure the provision of training of necessary Participant staff in the use of ServicePoint. The System Administrators will provide training updates, as necessary and reasonable due to staff changes and changes in technology.
- 5. <u>Data:</u> The Participant shall not be denied access to Client data entered by the Participant. Each Participant is bound by all restrictions placed upon the data by the Client of any Participant. Each Participant must diligently record and take all other appropriate actions to assure ServicePoint includes and reflects all restrictions or release of sharing records the Client has requested. Each Participant must also keep on file all hard copy Release of Information forms. A Client may not be denied access to their own records.

A Participant shall not knowingly enter false or misleading data under any circumstances. All Participants shall provide the System Administrators with the appropriate ResourcePoint Data. Violation of any of the above section by a Participant is a material violation of this agreement.

If this agreement is terminated, the System Administrators shall provide to the Participant an electronic copy of their Client data. A hardcopy form will be available, upon written request, within seven (7) working days. Nonetheless, the System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

6. Confidentiality of Information: Each Participant understands that participation in the NWSSC CMIS/HMIS system may make confidential information in the Client Profile available to other Participants with the hard copy ROI signed by the client. It is the responsibility of each Participant to observe all applicable laws and regulations regarding Client confidentiality. Only Client specific data approved for release by the Client and properly recorded by the Participant shall be accessible to other Participants. The Participant will provide staff training in privacy protection, for their ServicePoint users.

If a Client withdraws consent for sharing of information (release of information), the Participant remains responsible to ensure that the Client's information is restricted at the Client Profile level and therefore unavailable to other Participants. If a Participant terminates this agreement the Participant must notify the NWSSC CMIS/HMIS and lead organization System Administrators of the

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De-identified data sets may be used for unduplicated counting, planning, and research activities.

All data will be archived from ServicePoint no later than seven years after being entered or after last being modified.

- 7. <u>Transferability:</u> No right, privilege, license, duty, or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation, or in any other manner, unless the System Administrators or ServicePoint Policy Committee grants approval.
- 8. <u>Mutuality:</u> This agreement applies to, amongst and between each individual Participant, PHB, and the key stakeholders.
- 9. <u>Limitation of Liability and Indemnification:</u> No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the NWSSC CMIS/HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorney's fees which may arise from that party's negligent or intentional acts or omissions under this agreement.

- 10. <u>Limitation of Liability:</u> PHB and Key Stakeholders<sup>1</sup> shall not be liable to any member Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the System Administrators, PHB, Key Stakeholders<sup>1</sup>, and other Participants. If a Participant terminates thereby, the parties shall seek mutual resolution to any dispute.
- 11. <u>Disclaimer of Warranties:</u> The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.

- 12. <u>Term and Termination:</u> This Agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. This agreement will be superseded by any additional or alternative agreements presented by PHB and Key Stakeholders<sup>1</sup>.
- 13. <u>Amendments and Waivers:</u> This agreement cannot be altered or modified except in writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver of any right under this agreement is effective except by a writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the System Administrators of any breach or waiver of a breach.
- 14. <u>Notices:</u> All notices, between Participant and System Administrators, under this agreement must be in writing.
- 15. <u>Scope of Agreement:</u> This agreement, together with the HMIS Policy and Procedure and its addendums is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.
- 16. <u>Applicable Law:</u> This agreement is governed by and subject to the laws of the State of Oregon. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Multnomah County, OR.
- 17. <u>Display of Notice</u>: Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from CMIS/HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the **Notice to Clients of Uses & Disclosures**, except that (a) where an Organization's treatment of information is materially limited by other applicable laws or requirements, the Participant's Notice must reflect the more stringent requirements, and (b) Participant will update its Notice whenever NWSSC CMIS/HMIS updates and distributes a new form of Notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent/Release of Information Form. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.
- 18. <u>Data Quality and Training Plan:</u> Participant agrees to fully participate in the Clackamas County CoC's Data Quality and Training Plan which will be updated annually by the System Administrator.
- 19. <u>Submission of Reports:</u> Participant agrees to submit specific HMIS reports on a regular basis as detailed in their individual contracts with Clackamas County.

**NWSSC CMIS/HMIS** 

#### **ASSURANCE**

Clarkaman Churty Community Quality (Participant) assures that the following fully executed documents will be on file and available for review.

- The Organization's Confidentiality Policy.
- The Organization's Grievance Policy, including a procedure for external review.
- The Organization's official Privacy Notice for NWSSC/HMIS clients.
- Executed hard copy Client Release of Information forms.
- Executed User Agreement for all NWSSC System Users.
- A current copy of the NWSSC/Clackamas Policy and Procedures.

Signature of Organization Director

**Printed Name** 

Date (mm/dd/YYYY)

#### **EXTENT OF AGREEMENT**

This document represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

Clackamas County Health, Housing and	PARTICIPANT
Human Services	
Public Services Bldg.	·
2051 Kaen Rd.	Clackamas County
Oregon City, OR 97045	Community Development Division
oregon city, on 57045	THE PARTY OF THE P
10 ·A1	Oregon City, OR 97045
Joseph	Signature
Signature	
Richard Swift	Chuk Roblans Printed Name
Printed Name	*
rimeu vune	HCD Divector
Director	Title
Title	60/0/000
3.16.16	03/15/2016
JIVII	Date (mm/dd/YYYY)
Date (mm/dd/YYYY)	-

This Agreement is entered into on <u>Z/17/2016</u> (to be completed on final signature to this document) between NW Social Service Connections CMIS/HMIS: Clackamas County and <u>INF INF</u> (Organization Name).
NW Social Service Connections (NWSSC) is the administrative entity that governs a multiple key stakeholder¹ implementation of Management Information System (CMIS/HMIS) used to record and share information among service-providers on services provided to homeless and near homeless Clients. The NWSSC CMIS/HMIS system of choice is ServicePoint. ServicePoint (trademarked and copyrighted by Bowman Systems) is an information system that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.
The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the CMIS/HMIS. The lead organization for NWSSC is the City of Portland, Portland Housing Bureau (PHB) in partnership with key stakeholder <sup>1</sup> organizations with PHB Intergovernmental Agreements. The NWSSC System Administrators are ServicePoint-dedicated program staff from PHB, additionally each of the key stakeholder <sup>1</sup> organizations may have identified staff functioning as local ServicePoint System Administrators.
Any documentation, agreements, policies and forms created for use with NW Social Service Connections CMIS/HMIS must incorporate all NW Social Service Connections CMIS/HMIS policies, agreements, and documents and be no less restrictive.
In this agreement, "Participant" is an Organization that uses ServicePoint; "Client" is a consumer of services.
This agreement is between NWSSC: Clackamas County and THE IPN (Participant).  Additional organizations may join this agreement in accordance with the NW Social Service Connections CMIS/HMIS Policies and Procedures.
<ol> <li>Operating Policies: Each Participant agrees to follow and comply with all HMIS Data Standards and NWSSC Policies and Procedures, of which may be modified by NWSSC CMIS/HMIS System Administrators.</li> </ol>
2. <u>Technical Support:</u> Bowman Systems is providing hosting services for NW Social Service Connections and Service Point. Bowman provides hosting, maintenance, monitoring, and administration for servers. The System Administrators and Bowman will provide continuing technical support as related to the ServicePoint system within budgetary constraints. Participating agencies will identify staff that will use the system and receive user licenses. If the agreement is terminated, PHB and NWSSC System Administrators will revoke user licenses. Bowman Systems shall operate and

maintain the network server, software, and any other network or communication devices at the

<sup>&</sup>lt;sup>1</sup>Clackamas County is a key stakeholder via Intergovernmental Agreement with the City of Portland Housing Bureau.

host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.

- 3. Computers: Security for data maintained in NW Social Service Connections CMIS/HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice". Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to CMIS/HMIS.
  - https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/
     PHB and Community Stakeholders may add additional standards and will provide notice(s) to
     Participants.
- 4. <u>Training:</u> The Organization is responsible for training related to basic computer skills as well as confidentiality and ethics training. The System Administrators shall assure the provision of training of necessary Participant staff in the use of ServicePoint. The System Administrators will provide training updates, as necessary and reasonable due to staff changes and changes in technology.
- 5. <u>Data:</u> The Participant shall not be denied access to Client data entered by the Participant. Each Participant is bound by all restrictions placed upon the data by the Client of any Participant. Each Participant must diligently record and take all other appropriate actions to assure ServicePoint includes and reflects all restrictions or release of sharing records the Client has requested. Each Participant must also keep on file all hard copy Release of Information forms. A Client may not be denied access to their own records.

A Participant shall not knowingly enter false or misleading data under any circumstances. All Participants shall provide the System Administrators with the appropriate ResourcePoint Data. Violation of any of the above section by a Participant is a material violation of this agreement.

If this agreement is terminated, the System Administrators shall provide to the Participant an electronic copy of their Client data. A hardcopy form will be available, upon written request, within seven (7) working days. Nonetheless, the System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

6. <u>Confidentiality of Information:</u> Each Participant understands that participation in the NWSSC CMIS/HMIS system may make confidential information in the Client Profile available to other Participants with the hard copy ROI signed by the client. It is the responsibility of each Participant to observe all applicable laws and regulations regarding Client confidentiality. Only Client specific data approved for release by the Client and properly recorded by the Participant shall be accessible to other Participants. The Participant will provide staff training in privacy protection, for their ServicePoint users.

If a Client withdraws consent for sharing of information (release of information), the Participant remains responsible to ensure that the Client's information is restricted at the Client Profile level and therefore unavailable to other Participants. If a Participant terminates this agreement the Participant must notify the NWSSC CMIS/HMIS and lead organization System Administrators of the

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Aggregate data may be made available by CMIS/HMIS lead organizations to other entities for funding or planning purposes pertaining to providing services to the homeless. However, data released by the CMIS/HMIS lead organizations must never directly identify individual Clients.

De-identified data sets may be used for unduplicated counting, planning, and research activities.

All data will be archived from ServicePoint no later than seven years after being entered or after last being modified.

- 7. <u>Transferability:</u> No right, privilege, license, duty, or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation, or in any other manner, unless the System Administrators or ServicePoint Policy Committee grants approval.
- 8. <u>Mutuality:</u> This agreement applies to, amongst and between each individual Participant, PHB, and the key stakeholders.
- 9. <u>Limitation of Liability and Indemnification:</u> No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the NWSSC CMIS/HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorney's fees which may arise from that party's negligent or intentional acts or omissions under this agreement.

- 10. <u>Limitation of Liability:</u> PHB and Key Stakeholders<sup>1</sup> shall not be liable to any member Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the System Administrators, PHB, Key Stakeholders<sup>1</sup>, and other Participants. If a Participant terminates thereby, the parties shall seek mutual resolution to any dispute.
- 11. <u>Disclaimer of Warranties:</u> The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.

- 12. <u>Term and Termination</u>: This Agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. This agreement will be superseded by any additional or alternative agreements presented by PHB and Key Stakeholders<sup>1</sup>.
- 13. Amendments and Waivers: This agreement cannot be altered or modified except in writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver of any right under this agreement is effective except by a writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the System Administrators of any breach or waiver of a breach.
- 14. <u>Notices:</u> All notices, between Participant and System Administrators, under this agreement must be in writing.
- 15. <u>Scope of Agreement:</u> This agreement, together with the HMIS Policy and Procedure and its addendums is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.
- 16. <u>Applicable Law:</u> This agreement is governed by and subject to the laws of the State of Oregon. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Multnomah County, OR.
- 17. <u>Display of Notice</u>: Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from CMIS/HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the **Notice to Clients of Uses & Disclosures**, except that (a) where an Organization's treatment of information is materially limited by other applicable laws or requirements, the Participant's Notice must reflect the more stringent requirements, and (b) Participant will update its Notice whenever NWSSC CMIS/HMIS updates and distributes a new form of Notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent/Release of Information Form. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.
- 18. <u>Data Quality and Training Plan:</u> Participant agrees to fully participate in the Clackamas County CoC's Data Quality and Training Plan which will be updated annually by the System Administrator.
- 19. <u>Submission of Reports:</u> Participant agrees to submit specific HMIS reports on a regular basis as detailed in their individual contracts with Clackamas County.

#### **ASSURANCE**

THE	144	(Participant) assures that the following fully
executed documents will l	oe on file and av	vailable for review.

- The Organization's Confidentiality Policy.
- The Organization's Grievance Policy, including a procedure for external review.
- The Organization's official Privacy Notice for NWSSC/HMIS clients.
- Executed hard copy Client Release of Information forms.
- Executed User Agreement for all NWSSC System Users.
- A current copy of the NWSSC/Clackamas Policy and Procedures.

Signature of Organization Director

NATALIE WOOT

**Printed Name** 

02/17/2016

Date (mm/dd/YYYY)

#### **EXTENT OF AGREEMENT**

This document represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

Clackamas County Health, Housing and	PARTICIPANT
Human Services	
Public Services Bldg.	THE /INN
2051 Kaen Rd.	<u></u>
Oregon City, OR 97045	Po Box 647
	CLACKAMAS, OR 97015
2 mil	That ul
Signature	Signature
Richard Swift	NATALIE WOOD  Printed Name
Printed Name	Printea Name
Printed Nume	EXECUTIVE DIRECTORS
Director	Title
Title	1 1
01/11	02/17/2016
3.16.14	Date (mm/dd/YYYY)
Date (mm/dd/YYYY)	

This Agreement is entered into on $\frac{2/3}{2}$
document) between NW Social Service Connections CMIS/HMIS: Clackamas County and Morthwest Housing Attenative Pranization Name).
Morthwest Housing AC Gina Trylorganization Name.

NW Social Service Connections (NWSSC) is the administrative entity that governs a multiple key stakeholder¹ implementation of Management Information System (CMIS/HMIS) used to record and share information among service-providers on services provided to homeless and near homeless Clients. The NWSSC CMIS/HMIS system of choice is ServicePoint. ServicePoint (trademarked and copyrighted by Bowman Systems) is an information system that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.

The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the CMIS/HMIS. The lead organization for NWSSC is the City of Portland, Portland Housing Bureau (PHB) in partnership with key stakeholder<sup>1</sup> organizations with PHB Intergovernmental Agreements. The NWSSC System Administrators are ServicePoint-dedicated program staff from PHB, additionally each of the key stakeholder<sup>1</sup> organizations may have identified staff functioning as local ServicePoint System Administrators.

Any documentation, agreements, policies and forms created for use with NW Social Service Connections CMIS/HMIS must incorporate all NW Social Service Connections CMIS/HMIS policies, agreements, and documents and be no less restrictive.

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This agreement is between NWSSC: Clackamas County and Northwest Housing & (Participant).

Additional organizations may join this agreement in accordance with the NW Social Service Connections CMIS/HMIS Policies and Procedures.

- Operating Policies: Each Participant agrees to follow and comply with all HMIS Data Standards and NWSSC Policies and Procedures, of which may be modified by NWSSC CMIS/HMIS System Administrators.
- 2. Technical Support: Bowman Systems is providing hosting services for NW Social Service Connections and Service Point. Bowman provides hosting, maintenance, monitoring, and administration for servers. The System Administrators and Bowman will provide continuing technical support as related to the ServicePoint system within budgetary constraints. Participating agencies will identify staff that will use the system and receive user licenses. If the agreement is terminated, PHB and NWSSC System Administrators will revoke user licenses. Bowman Systems shall operate and maintain the network server, software, and any other network or communication devices at the

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host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.

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- 8. <u>Mutuality:</u> This agreement applies to, amongst and between each individual Participant, PHB, and the key stakeholders.
- 9. <u>Limitation of Liability and Indemnification</u>: No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the NWSSC CMIS/HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorneys fees which may arise from that party's negligent or intentional acts or omissions under this agreement.

- 10. <u>Limitation of Liability:</u> PHB and Key Stakeholders¹ shall not be liable to any member Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the System Administrators, PHB, Key Stakeholders¹, and other Participants. If a Participant terminates thereby, the parties shall seek mutual resolution to any dispute.
- 11. <u>Disclaimer of Warranties:</u> The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.

- 12. <u>Term and Termination</u>: This Agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. This agreement will be superseded by any additional or alternative agreements presented by PHB and Key Stakeholders<sup>1</sup>.
- 13. Amendments and Waivers: This agreement cannot be altered or modified except in writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver of any right under this agreement is effective except by a writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the System Administrators of any breach or waiver of a breach.
- 14. <u>Notices:</u> All notices, between Participant and System Administrators, under this agreement must be in writing.
- 15. <u>Scope of Agreement:</u> This agreement, together with the HMIS Policy and Procedure and its addendums is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.
- 16. <u>Applicable Law:</u> This agreement is governed by and subject to the laws of the State of Oregon. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Multnomah County, OR.
- 17. <u>Display of Notice</u>: Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from CMIS/HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the **Notice to Clients of Uses & Disclosures**, except that (a) where an Organization's treatment of information is materially limited by other applicable laws or requirements, the Participant's Notice must reflect the more stringent requirements, and (b) Participant will update its Notice whenever NWSSC CMIS/HMIS updates and distributes a new form of Notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent/Release of Information Form. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.
- 18. <u>Data Quality and Training Plan:</u> Participant agrees to fully participate in the Clackamas County CoC's Data Quality and Training Plan which will be updated annually by the System Administrator.
- 19. <u>Submission of Reports:</u> Participant agrees to submit specific HMIS reports on a regular basis as detailed in their individual contracts with Clackamas County.

ASSUR	ANCE				
tives	(Participant)	assures t	hat the f	ollowing	fully

executed documents will be on file and available for review.

- The Organization's Confidentiality Policy.
- The Organization's Grievance Policy, including a procedure for external review.
- The Organization's official Privacy Notice for NWSSC/HMIS clients.
- Executed hard copy Client Release of Information forms.
- Executed User Agreement for all NWSSC System Users.
- A current copy of the NWSSC Policy and Procedures.

Signature of Organization Director

Printed Name

23-/6 Date (mm/dd/YYYY)

#### **EXTENT OF AGREEMENT**

This document represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

Clackamas County Health, Housing and	PARTICIPANT
Human Services	1 11 11 15
Public Services Bldg.	Northwest Housing Atternatives 2314 SE Willard
2051 Kaen Rd.	10
Oregon City, OR 97045	2314 SEWillard
(iA)	Milwanker OR 97222
Signature	Signature
Eindy Becker Richard Swift	Martha McLennan Printed Name
Printed Name	Executive Director
Director  Title	Title
3.16.16	Date (mm/dd/YYYY)
Date (mm/dd/YYYY)	10

This Agreement is entered into on 1/14/2016 (to be completed on final signature to this document) between NW Social Service Connections CMIS/HMIS: Clackamas County and Clackamas County Bohavioral Healt Organization Name).

NW Social Service Connections (NWSSC) is the administrative entity that governs a multiple key stakeholder<sup>1</sup> implementation of Management Information System (CMIS/HMIS) used to record and share information among service-providers on services provided to homeless and near homeless Clients. The NWSSC CMIS/HMIS system of choice is ServicePoint. ServicePoint (trademarked and copyrighted by Bowman Systems) is an information system that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.

The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the CMIS/HMIS. The lead organization for NWSSC is the City of Portland, Portland Housing Bureau (PHB) in partnership with key stakeholder<sup>1</sup> organizations with PHB Intergovernmental Agreements. The NWSSC System Administrators are ServicePoint-dedicated program staff from PHB, additionally each of the key stakeholder<sup>1</sup> organizations may have identified staff functioning as local ServicePoint System Administrators.

Any documentation, agreements, policies and forms created for use with NW Social Service Connections CMIS/HMIS must incorporate all NW Social Service Connections CMIS/HMIS policies, agreements, and documents and be no less restrictive.

In this agreement, "Participant" is an Organization that uses ServicePoint; "Client" is a consumer of services.

This agreement is between NWSSC: Clackamas County and <u>last amas bury health</u> Participant). Additional organizations may join this agreement in accordance with the NW Social Service Connections CMIS/HMIS Policies and Procedures.

- Operating Policies: Each Participant agrees to follow and comply with all HMIS Data Standards and NWSSC Policies and Procedures, of which may be modified by NWSSC CMIS/HMIS System Administrators.
- 2. <u>Technical Support:</u> Bowman Systems is providing hosting services for NW Social Service Connections and Service Point. Bowman provides hosting, maintenance, monitoring, and administration for servers. The System Administrators and Bowman will provide continuing technical support as related to the ServicePoint system within budgetary constraints. Participating agencies will identify staff that will use the system and receive user licenses. If the agreement is terminated, PHB and NWSSC System Administrators will revoke user licenses. Bowman Systems shall operate and maintain the network server, software, and any other network or communication devices at the

<sup>&</sup>lt;sup>1</sup>Clackamas County is a key stakeholder via Intergovernmental Agreement with the City of Portland Housing Bureau.

host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.

- 3. <u>Computers:</u> Security for data maintained in NW Social Service Connections CMIS/HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice". Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to CMIS/HMIS.
  - https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/
     PHB and Community Stakeholders may add additional standards and will provide notice(s) to
     Participants.
- 4. <u>Training:</u> The Organization is responsible for training related to basic computer skills as well as confidentiality and ethics training. The System Administrators shall assure the provision of training of necessary Participant staff in the use of ServicePoint. The System Administrators will provide training updates, as necessary and reasonable due to staff changes and changes in technology.
- 5. <u>Data:</u> The Participant shall not be denied access to Client data entered by the Participant. Each Participant is bound by all restrictions placed upon the data by the Client of any Participant. Each Participant must diligently record and take all other appropriate actions to assure ServicePoint includes and reflects all restrictions or release of sharing records the Client has requested. Each Participant must also keep on file all hard copy Release of Information forms. A Client may not be denied access to their own records.

A Participant shall not knowingly enter false or misleading data under any circumstances. All Participants shall provide the System Administrators with the appropriate ResourcePoint Data. Violation of any of the above section by a Participant is a material violation of this agreement.

If this agreement is terminated, the System Administrators shall provide to the Participant an electronic copy of their Client data. A hardcopy form will be available, upon written request, within seven (7) working days. Nonetheless, the System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

6. <u>Confidentiality of Information:</u> Each Participant understands that participation in the NWSSC CMIS/HMIS system may make confidential information in the Client Profile available to other Participants with the hard copy ROI signed by the client. It is the responsibility of each Participant to observe all applicable laws and regulations regarding Client confidentiality. Only Client specific data approved for release by the Client and properly recorded by the Participant shall be accessible to other Participants. The Participant will provide staff training in privacy protection, for their ServicePoint users.

If a Client withdraws consent for sharing of information (release of information), the Participant remains responsible to ensure that the Client's information is restricted at the Client Profile level and therefore unavailable to other Participants. If a Participant terminates this agreement the Participant must notify the NWSSC CMIS/HMIS and lead organization System Administrators of the

withdrawal. System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

Aggregate data may be made available by CMIS/HMIS lead organizations to other entities for funding or planning purposes pertaining to providing services to the homeless. However, data released by the CMIS/HMIS lead organizations must never directly identify individual Clients.

De-identified data sets may be used for unduplicated counting, planning, and research activities.

All data will be archived from ServicePoint no later than seven years after being entered or after last being modified.

- 7. <u>Transferability:</u> No right, privilege, license, duty, or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation, or in any other manner, unless the System Administrators or ServicePoint Policy Committee grants approval.
- 8. <u>Mutuality:</u> This agreement applies to, amongst and between each individual Participant, PHB, and the key stakeholders.
- 9. <u>Limitation of Liability and Indemnification:</u> No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the NWSSC CMIS/HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorney's fees which may arise from that party's negligent or intentional acts or omissions under this agreement.

- 10. <u>Limitation of Liability:</u> PHB and Key Stakeholders<sup>1</sup> shall not be liable to any member Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the System Administrators, PHB, Key Stakeholders<sup>1</sup>, and other Participants. If a Participant terminates thereby, the parties shall seek mutual resolution to any dispute.
- 11. <u>Disclaimer of Warranties:</u> The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.

- 12. <u>Term and Termination:</u> This Agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. This agreement will be superseded by any additional or alternative agreements presented by PHB and Key Stakeholders<sup>1</sup>.
- 13. Amendments and Waivers: This agreement cannot be altered or modified except in writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver of any right under this agreement is effective except by a writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the System Administrators of any breach or waiver of a breach.
- 14. <u>Notices:</u> All notices, between Participant and System Administrators, under this agreement must be in writing.
- 15. <u>Scope of Agreement:</u> This agreement, together with the HMIS Policy and Procedure and its addendums is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.
- 16. <u>Applicable Law:</u> This agreement is governed by and subject to the laws of the State of Oregon. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Multnomah County, OR.
- 17. <u>Display of Notice</u>: Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from CMIS/HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the **Notice to Clients of Uses & Disclosures**, except that (a) where an Organization's treatment of information is materially limited by other applicable laws or requirements, the Participant's Notice must reflect the more stringent requirements, and (b) Participant will update its Notice whenever NWSSC CMIS/HMIS updates and distributes a new form of Notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent/Release of Information Form. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.
- 18. <u>Data Quality and Training Plan:</u> Participant agrees to fully participate in the Clackamas County CoC's Data Quality and Training Plan which will be updated annually by the System Administrator.
- 19. <u>Submission of Reports:</u> Participant agrees to submit specific HMIS reports on a regular basis as detailed in their individual contracts with Clackamas County.

#### **ASSURANCE**

Clackamas County Behavioral Health Division assures that the following fully executed documents will be on file and available for review.

- The Organization's Confidentiality Policy.
- The Organization's Grievance Policy, including a procedure for external review.
- The Organization's official Privacy Notice for NWSSC/HMIS clients.
- Executed hard copy Client Release of Information forms.
- Executed User Agreement for all NWSSC System Users.
- A current copy of the NWSSC/Clackamas Policy and Procedures.

Mary a Runbrugh Signature of Organization Director	
Signature of Organization Director	
Mary Rumbaugh	
Printed Name	
03/03/2016	
Date (mm/dd/YYYY)	

#### **EXTENT OF AGREEMENT**

This document represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

Clackamas County Health, Housing and Human Services Public Services Bldg.	Clackamas County Behavioral Health Division Public Service Bldg 2051 Kaen Rd, Suite 154
2051 Kaen Rd.	Oregon City, OR 97045
Oregon City, OR 97045	
Signature	Mary Resubducy Signature
Richard Swift	Mary Rumbaugh
	Printed Name
Printed Name	
	Director
Director	Title
Title	
211 11	03/03/2016

Date (mm/dd/YYYY)

This Agreement is entered into on $\frac{I}{I}$ $\frac{J25}{I}$ (to be completed on final signature to this
document) between NW Social Service Connections CMIS/HMIS: Clackamas County and
LOS NINUS CUENTON THE (Organization Name).

NW Social Service Connections (NWSSC) is the administrative entity that governs a multiple key stakeholder<sup>1</sup> implementation of Management Information System (CMIS/HMIS) used to record and share information among service-providers on services provided to homeless and near homeless Clients. The NWSSC CMIS/HMIS system of choice is ServicePoint. ServicePoint (trademarked and copyrighted by Bowman Systems) is an information system that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.

The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the CMIS/HMIS. The lead organization for NWSSC is the City of Portland, Portland Housing Bureau (PHB) in partnership with key stakeholder<sup>1</sup> organizations with PHB Intergovernmental Agreements. The NWSSC System Administrators are ServicePoint-dedicated program staff from PHB, additionally each of the key stakeholder<sup>1</sup> organizations may have identified staff functioning as local ServicePoint System Administrators.

Any documentation, agreements, policies and forms created for use with NW Social Service Connections CMIS/HMIS must incorporate all NW Social Service Connections CMIS/HMIS policies, agreements, and documents and be no less restrictive.

In this agreement, "Participant" is an Organization that uses ServicePoint; "Client" is a consumer of services.

This agreement is between NWSSC: Clackamas County and Los Minis Chen on (Participant). Additional organizations may join this agreement in accordance with the NW Social Service Connections CMIS/HMIS Policies and Procedures.

- Operating Policies: Each Participant agrees to follow and comply with all HMIS Data Standards and NWSSC Policies and Procedures, of which may be modified by NWSSC CMIS/HMIS System Administrators.
- 2. Technical Support: Bowman Systems is providing hosting services for NW Social Service Connections and Service Point. Bowman provides hosting, maintenance, monitoring, and administration for servers. The System Administrators and Bowman will provide continuing technical support as related to the ServicePoint system within budgetary constraints. Participating agencies will identify staff that will use the system and receive user licenses. If the agreement is terminated, PHB and NWSSC System Administrators will revoke user licenses. Bowman Systems shall operate and maintain the network server, software, and any other network or communication devices at the

<sup>&</sup>lt;sup>1</sup>Clackamas County is a key stakeholder via Intergovernmental Agreement with the City of Portland Housing Bureau.

host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.

- 3. Computers: Security for data maintained in NW Social Service Connections CMIS/HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information. Systems (HMIS) Data and Technical Standards Notice". Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to CMIS/HMIS.
  - <a href="https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/">https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/</a>
     PHB and Community Stakeholders may add additional standards and will provide notice(s) to Participants.
- 4. Training: The Organization is responsible for training related to basic computer skills as well as confidentiality and ethics training. The System Administrators shall assure the provision of training of necessary Participant staff in the use of ServicePoint. The System Administrators will provide training updates, as necessary and reasonable due to staff changes and changes in technology.
- 5. <u>Data:</u> The Participant shall not be denied access to Client data entered by the Participant. Each Participant is bound by all restrictions placed upon the data by the Client of any Participant. Each Participant must diligently record and take all other appropriate actions to assure ServicePoint includes and reflects all restrictions or release of sharing records the Client has requested. Each Participant must also keep on file all hard copy Release of Information forms. A Client may not be denied access to their own records.

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If this agreement is terminated, the System Administrators shall provide to the Participant an electronic copy of their Client data. A hardcopy form will be available, upon written request, within seven (7) working days. Nonetheless, the System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

6. Confidentiality of Information: Each Participant understands that participation in the NWSSC CMIS/HMIS system may make confidential information in the Client Profile available to other Participants with the hard copy ROI signed by the client. It is the responsibility of each Participant to observe all applicable laws and regulations regarding Client confidentiality. Only Client specific data approved for release by the Client and properly recorded by the Participant shall be accessible to other Participants. The Participant will provide staff training in privacy protection, for their ServicePoint users.

If a Client withdraws consent for sharing of information (release of information), the Participant remains responsible to ensure that the Client's information is restricted at the Client Profile level and therefore unavailable to other Participants. If a Participant terminates this agreement the Participant must notify the NWSSC CMIS/HMIS and lead organization System Administrators of the

withdrawal. System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

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De-identified data sets may be used for unduplicated counting, planning, and research activities.

All data will be archived from ServicePoint no later than seven years after being entered or after last being modified.

- 7. Transferability: No right, privilege, license, duty, or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation, or in any other manner, unless the System Administrators or ServicePoint Policy Committee grants approval.
- 8. Mutuality: This agreement applies to, amongst and between each individual Participant, PHB, and the key stakeholders.
- 9. Limitation of Liability and Indemnification: No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the NWSSC CMIS/HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorney's fees which may arise from that party's negligent or intentional acts or omissions under this agreement.

- 10. <u>Limitation of Liability: PHB and Key Stakeholders<sup>2</sup> shall not be liable to any member Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the System Administrators, PHB, Key Stakeholders<sup>1</sup>, and other Participants. If a Participant terminates thereby, the parties shall seek mutual resolution to any dispute.</u>
- 11. Disclaimer of Warranties: The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.

- 12. <u>Term and Termination</u>: This Agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. This agreement will be superseded by any additional or alternative agreements presented by PHB and Key Stakeholders<sup>1</sup>.
- 13. Amendments and Waivers: This agreement cannot be altered or modified except in writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver of any right under this agreement is effective except by a writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the System Administrators of any breach or waiver of a breach.
- 14. Notices: All notices, between Participant and System Administrators, under this agreement must be in writing.
- 15. <u>Scope of Agreement:</u> This agreement, together with the HMIS Policy and Procedure and its addendums is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.
- 16. Applicable Law: This agreement is governed by and subject to the laws of the State of Oregon. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Multnomah County, OR.
- 17. Display of Notice: Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from CMIS/HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the Notice to Clients of Uses & Disclosures, except that (a) where an Organization's treatment of information is materially limited by other applicable laws or requirements, the Participant's Notice must reflect the more stringent requirements, and (b) Participant will update its Notice whenever NWSSC CMIS/HMIS updates and distributes a new form of Notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent/Release of Information Form. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.
- 18. <u>Data Quality and Training Plan:</u> Participant agrees to fully participate in the Clackamas County CoC's Data Quality and Training Plan which will be updated annually by the System Administrator.
- 19. <u>Submission of Reports</u>: Participant agrees to submit specific HMIS reports on a regular basis as detailed in their individual contracts with Clackamas County.

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aJ.	"	110	IV.	- L

LOS NINOS CUENTO (Participant) assures that the following fully executed documents will be on file and available for review.

- The Organization's Confidentiality Policy.
- The Organization's Grievance Policy, including a procedure for external review.
- The Organization's official Privacy Notice for NWSSC/HMIS clients.
- Executed hard copy Client Release of Information forms.
- Executed User Agreement for all NWSSC System Users.
- A current copy of the NWSSC/Clackamas Policy and Procedures.

Signature of Organization Director

**Printed Name** 

Date (mm/dd/YYYY

### **EXTENT OF AGREEMENT**

This document represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

Clackamas County Health, Housing and	PARTICIPANT
Human Services Public Services Bldg, 2051 Kaen Rd.	Los niños cuentan Inc
Oregon City, OR 97045	P.O BOX 1172
$\Omega$ $\Omega$	clackamas, OR 97015
Signature	signature Colle
Richard Swift	Lorena Connelly
Printed Name	Executive Director
Director	Title
Title	1/25/2014
2/6.//	
Date (mm/dd/YYYY)	Date (mm/dd/YYYY)

\*\*Agency will not be entering any data into the CMIS/HMIS System. Users will be granted read-only access to confirm whether clients have been assessed through Clackamas County's Coordinated Housing Access program.\*\*

This Agreement is entered into on 3/4/16 (to be completed on final signature to this document) between NW Social Service Connections CMIS/HMIS:Clackamas County and Cackamas County Security (Organization Name).

NW Social Service Connections (NWSSC) is the administrative entity that governs a multiple key stakeholder¹ implementation of Management Information System (CMIS/HMIS) used to record and share information among service-providers on services provided to homeless and near homeless Clients. The NWSSC CMIS/HMIS system of choice is ServicePoint. ServicePoint (trademarked and copyrighted by Bowman Systems) is an information system that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.

The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the CMIS/HMIS. The lead organization for NWSSC is the City of Portland, Portland Housing Bureau (PHB) in partnership with key stakeholder<sup>1</sup> organizations with PHB Intergovernmental Agreements. The NWSSC System Administrators are ServicePoint dedicated program staff from PHB, additionally each of the key stakeholder<sup>1</sup> organizations may have identified staff functioning as local ServicePoint System Administrators.

Any documentation, agreements, policies and forms created for use with NW Social Service Connections CMIS/HMIS must incorporate all NW Social Service Connections CMIS/HMIS policies, agreements, and documents and be no less restrictive.

In this agreement, "Participant" is an Organization that uses ServicePoint; "Client" is a consumer of services.

This agreement is between NWSSC:Clackamas County and Cock of Many (Participant).

Additional organizations may join this agreement in accordance with the NW Social Service Connections CMIS/HMIS Policies and Procedures.

- Operating Policies: Each Participant agrees to follow and comply with all HMIS Data Standards and NWSSC Policies and Procedures, of which may be modified by NWSSC CMIS/HMIS System Administrators.
- Technical Support: Bowman Systems is providing hosting services for NW Social Service Connections and Service Point. Bowman provides hosting, maintenance, monitoring, and administration for servers. The System Administrators and Bowman will provide continuing technical support as related to the ServicePoint system within budgetary constraints. Participating agencies will identify

<sup>&</sup>lt;sup>1</sup>Clackamas County is a key stakeholder via Intergovernmental Agreement with the City of Portland Housing Bureau.

staff that will use the system and receive user licenses. If the agreement is terminated, PHB and NWSSC System Administrators will revoke user licenses. Bowman Systems shall operate and maintain the network server, software, and any other network or communication devices at the host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.

- 3. Computers: Security for data maintained in NW Social Service Connections CMIS/HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice". Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to CMIS/HMIS.
  - <a href="https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/">https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/</a>
    PHB and Community Stakeholders may add additional standards and will provide notice(s) to Participants.
- 4. <u>Training:</u> The Organization is responsible for training related to basic computer skills as well as confidentiality and ethics training. The System Administrators shall assure the provision of training of necessary Participant staff in the use of ServicePoint. The System Administrators will provide training updates, as necessary and reasonable due to staff changes and changes in technology.
- 5. <u>Data:</u> The Participant shall not be denied access to Client data entered by the Participant. Each Participant is bound by all restrictions placed upon the data by the Client of any Participant. Each Participant must diligently record and take all other appropriate actions to assure ServicePoint includes and reflects all restrictions or release of sharing records the Client has requested. Each Participant must also keep on file all hard copy Release of Information forms. A Client may not be denied access to their own records.

A Participant shall not knowingly enter false or misleading data under any circumstances. All Participants shall provide the System Administrators with the appropriate ResourcePoint Data. Violation of any of the above section by a Participant is a material violation of this agreement.

If this agreement is terminated, the System Administrators shall provide to the Participant an electronic copy of their Client data. A hardcopy form will be available, upon written request, within seven (7) working days. Nonetheless, the System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

6. Confidentiality of Information: Each Participant understands that participation in the NWSSC CMIS/HMIS system may make confidential information in the Client Profile available to other Participants with the hard copy ROI signed by the client. It is the responsibility of each Participant to observe all applicable laws and regulations regarding Client confidentiality. Only Client specific data approved for release by the Client and properly recorded by the Participant shall be accessible to other Participants. The Participant will provide staff training in privacy protection, for their ServicePoint users.

If a Client withdraws consent for sharing of information (release of information), the Participant remains responsible to ensure that the Client's information is restricted at the Client Profile level and therefore unavailable to other Participants. If a Participant terminates this agreement the Participant must notify the NWSSC CMIS/HMIS and lead organization System Administrators of the withdrawal. System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

Aggregate data may be made available by CMIS/HMIS lead organizations to other entities for funding or planning purposes pertaining to providing services to the homeless. However, data released by the CMIS/HMIS lead organizations must never directly identify individual Clients.

De-identified data sets may be used for unduplicated counting, planning, and research activities.

All data will be archived from ServicePoint no later than seven years after being entered or after last being modified.

- 7. <u>Transferability:</u> No right, privilege, license, duty, or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation, or in any other manner, unless the System Administrators or ServicePoint Policy Committee grants approval.
- 8. <u>Mutuality:</u> This agreement applies to, amongst and between each individual Participant, PHB, and the key stakeholders.
- 9. <u>Limitation of Liability and Indemnification:</u> No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the NWSSC CMIS/HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorneys fees which may arise from that party's negligent or intentional acts or omissions under this agreement.

10. <u>Limitation of Liability:</u> PHB and Key Stakeholders<sup>1</sup> shall not be liable to any member Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the System Administrators, PHB, Key Stakeholders<sup>1</sup>, and other Participants. If a Participant terminates thereby, the parties shall seek mutual resolution to any dispute.

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- 11. <u>Disclaimer of Warranties:</u> The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.
- 12. <u>Term and Termination:</u> This Agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. This agreement will be superseded by any additional or alternative agreements presented by PHB and Key Stakeholders<sup>1</sup>.
- 13. <u>Amendments and Waivers:</u> This agreement cannot be altered or modified except in writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver of any right under this agreement is effective except by a writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the System Administrators of any breach or waiver of a breach.
- 14. <u>Notices:</u> All notices, between Participant and System Administrators, under this agreement must be in writing.
- 15. <u>Scope of Agreement:</u> This agreement, together with the HMIS Policy and Procedure and its addendums is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.
- 16. <u>Applicable Law:</u> This agreement is governed by and subject to the laws of the State of Oregon. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Multnomah County, OR.
- 17. <u>Display of Notice</u>: Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from CMIS/HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the **Notice to Clients of Uses & Disclosures**, except that (a) where an Organization's treatment of information is materially limited by other applicable laws or requirements, the Participant's Notice must reflect the more stringent requirements, and (b) Participant will update its Notice whenever NWSSC CMIS/HMIS updates and distributes a new form of Notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent/Release of Information Form. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.
- 18. <u>Data Quality and Training Plan:</u> Participant agrees to fully participate in the Clackamas County CoC's Data Quality and Training Plan which will be updated annually by the System Administrator.
- 19. <u>Submission of Reports:</u> Participant agrees to submit specific HMIS reports on a regular basis as detailed in their individual contracts with Clackamas County.

#### **ASSURANCE**

<u>Clack owned Commons Servicio</u> (Participant) assures that the following fully executed documents will be on file and available for review.

- The Organization's Confidentiality Policy.
- The Organization's Grievance Policy, including a procedure for external review.
- The Organization's official Privacy Notice for NWSSC/HMIS clients.
- Executed hard copy Client Release of Information forms.
- Executed User Agreement for all NWSSC System Users.
- A current copy of the NWSSC Policy and Procedures.

Signature of Organization Director

Printed Name

Date (mm/dd/YYYY)

#### **EXTENT OF AGREEMENT**

This document represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

Clackamas County Health, Housing and	PARTICIPANT
Human Services Public Services Bldg. 2051 Kaen Rd.	Clackamas Wanosis Seures
Oregon City, OR 97045	***************************************
Signature	Signature
Richard Swift	Melissa Erlbaum
Printed Name	Executive Divertix
Director	Title
Title	2/21/2012
3.16.16	Date (mm/dd/YYYY)

Page 6 of 6

Date (mm/dd/YYYY)

## Housing Authority of Clackamas County 2017 Administrative Plan

Note: HACC has preferences for domestic violence (DV) survivors, Bridges to Housing (B2H) clients, transitional housing (TH) clients that are either homeless or coming out of homelessness. Formerly chronically homeless persons transitioning from PSH programs.

#### 4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that HACC will use [24 CFR 982.202(d)].

### Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits HACC to establish other local preferences, at its discretion. Any local preferences established must be consistent with HACC's plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

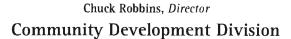
#### **HACC Policy**

Those families that qualify for a preference will be placed on the waiting list above those families who do not qualify for a preference. The waiting list will be ordered by date and time of receipt of application, separated into three sections. Families applying from outside of Clackamas County must live in Clackamas County one (1) year with the voucher before being allowed to transfer (port out). **Elderly, disabled, or displaced single person families will be given preference over other single person families.** Families eligible for a preference as described below as 1-12 and will be maintained by time and date received. The waiting list will always remain open for those applicants who qualify for preferences 1-12 below. Vouchers will only be issued to those preference families who have not left any type of subsidized housing in bad standing in the last 5 years, do not owe money to any PHA or have any Public Housing or HCV program violations that would otherwise exclude them from the program. All preferences will carry the same weight and they will not be aggregated. HACC preferences are as follows:

- 1. Any family that has had their voucher rescinded or has been terminated from the HACC HCV program due to insufficient program funding.
- 2. HACC Public Housing Families who are under housed or in need of reasonable accommodation that Public Housing cannot accommodate through relocation and are active applicants on the HCV wait list.
- 3. Eligible families displaced from Housing Authority owned units due to rehabilitation work.
- 4. Other eligible families displaced by the Housing Authority due to the acquisition or sale of property.

- 5. Families currently in the Public Housing program who have met the requirements for an emergency or administrative transfer but whose needs cannot be met within the Public Housing program through relocation and are active applicants on the HCV wait list.
- 6. Families eligible for 10 vouchers dedicated to referrals from the Bridges to Housing Program and have met the Bridges to Housing Programs participation requirements for at least 6 months and must be in the program at time of voucher issue.
- 7. Families eligible for a maximum of 15 dedicated vouchers per fiscal year (FY) (July 1st to June 30th) for referrals from an HACC identified transitional housing or Rapid Rehousing programs for homeless families within Clackamas County that offer one-on-one case management for not less than 6 months following the family's exit from the program, have preferably had some type of RentWell or equivalent training, and meet the HACC screening criteria. Vouchers will be distributed in a first come, first served order with no more than 15 vouchers given to transitional housing graduates during the fiscal year. Unused Transitional Housing Vouchers do not carry over to the next fiscal year. To qualify as a transitional housing program, the program must serve Clackamas County homeless families; provide assigned one-on-one case management while in transitional housing, provide six months of follow-up case management upon leaving the facility and offer not less than one year of assistance with housing-related issues.
- 8. Eligible Clackamas County families who have been displaced from their homes by a natural disaster as declared by the Federal, State or County government who have not been eligible for long term assistance including but not limited to federal assistance such as Federal Emergency Management Agency (FEMA), State or local government assistance, insurance settlements, or the like, and who face long term homelessness. Those families seeking any compensation or settlement that may come in the future may not apply until all legal recourse has been resolved. Families receiving temporary assistance such as motel vouchers may apply if no other legal negotiation for compensation is under consideration. This preference is limited to 20 Families in a fiscal year (July 1st to June 30th) unless new vouchers are granted to cover a particular natural disaster. If at the time more families meet this preference than there are slots available, families will be selected within the preference category based on the date and time of their application to the Housing Authority for housing assistance. Unused Disaster Vouchers do not carry over to the next fiscal year.
- 9. No more than 20 Families within a fiscal year (July 1st to June 30th) who have been referred by Clackamas Women Services Shelter (CWSS), Northwest Housing Alternatives (NHA), Los Niños Cuentan, or other pre-approved HACC domestic violence professional counseling organization and/or shelter, and are identified as victims of domestic within the last 12 months and who continue to be in counseling or case management through the referring agency or other professionally recognized counseling organization. Persons identified as the abuser cannot be a member of the applicant household. Anyone receiving this preference must not allow the abuser to become a member of the assisted household and they must sign a certification to this effect. A violation of this certification will be grounds for termination of rental assistance. The domestic violence program or shelter must serve Clackamas County homeless families; provide assigned one-on-one case management to the victim while in emergency or temporary housing; provide six months of follow-up case management upon victim leaving the facility and offer not less than one year of assistance with housing-related issues. Applicants will be served on a first come, first served basis.

- 10. This preference applies to residents of HACC owned local projects that have to be relocated due to a change in the population to be served at the units, rehabilitation, or sell of units. Residents who qualify may be given a voucher for relocation purposes.
- 11. No more than 15 annually renewable vouchers (including Project Based Vouchers as qualified on each wait list) for families who are graduating from a Clackamas County rental assistance program that serves homeless and/or disabled military veterans. To qualify the family must meet the definition of a military veteran as defined as: Any person who served for any length of time in any military service branch. The family must also have actively participated in case management and services that meet their disability needs and have shown progress and stabilization in these programs as documented by their case managers. Families must be referred by the Veteran's Administration or Clackamas County Veteran Services.
- 12. No more than 10 families per year that are elderly (62+) or meet HUD's definition of disabled that have completed an assessment and been referred by the Clackamas County Coordinated Housing Access System formed as part of the Clackamas County Continuum of Care or a Permanent Supportive Housing project within the Continuum of Care. The family must at time of application provide proof of age and/or disability status by having a professional verify this status. Families can include graduates of permanent supportive housing that are no longer in need of the case management. The PSH provider shall provide support and search assistance in the transition to the HCV program.
- 13. VASH families no longer receiving Veteran Administration (VA) case management or services who are deemed "graduated" by the VA may be converted to regular Section 8 HCV Vouchers.





### <u>DECLARATION OF ROLES AND RESPONSIBILITIES FOR</u>

### HMIS IMPLEMENTATION, OPERATIONS and OVERSIGHT

#### **2017-2018 AGREEMENT**

### Names of Parties Referenced Below:

- Clackamas County Continuum of Care, hereinafter referred to as CoC.
- Clackamas County Department of Health, Housing and Human Services, Community Development Division, hereinafter referred to as **CD**.

### Recitals:

- The CoC is the primary decision making body for HUD-funded programs for homeless people in Clackamas County, Oregon.
- The CoC has determined that CD will be the CoC Collaborative Applicant as well as the HMIS Lead Organization.
- The U.S. Department of Housing and Urban Development requires all recipients of HUD CoC and ESG funds to participate in a Homeless Management Information System (HMIS).
- HMIS is a community-wide computer software application that is designed to capture client-level information including the characteristics of men, women, and children experiencing homelessness and the housing/services provided to them.
- CoC has chosen Bowman Systems LLC's ServicePoint application as the HMIS product it will use.
- CoC has determined that its HMIS Lead Organization will be CD.
- CD has entered into a contract with the City of Portland's Housing Bureau (PHB). This contract enables the Clackamas CoC to participate in a regional HMIS implementation directed by PHB using the ServicePoint application.

### Responsibilities of CoC:

- Oversight of the HMIS in Clackamas County.
- Designation of a CoC Oversight Committee to track HMIS implementation and progress.
- Requiring all HUD CoC and ESG grantees to participate fully in HMIS. The exception to this will be domestic violence programs that will be required to use a comparable data system.
- Oversight of the HMIS Data Quality protocol.
- Ensuring accurate data reporting in the CoC Application utilizing HMIS data.
- Reviewing, revising, and approving all HMIS policies and plans.
- Participation in the development and implantation of HMIS use in a Coordinated Assessment/Intake system.
- Ensuring that the HMIS HUD grant is included in the CoC's Priority List in the annual Continuum of Care Application submission to HUD.

- Requiring successful participation in the Annual Homeless Assessment Report (AHAR) starting in the 2007/2008 federal fiscal year and the AHAR Veterans Addendum starting in 2008/2009 federal fiscal year.
- Requiring annual successful participation in HUD's HDX (Homeless Data Exchange) for Housing Inventory and Point-in-Time homeless count data starting in 2010.

### Responsibilities of CD as HMIS Lead Organization:

- Function as System Administrator for the HMIS in Clackamas County.
- Provide group and individual training to HMIS users in Clackamas County.
- Provide individualized technical assistance to HMIS Agency Administrators in Clackamas County.
- Ensure system-wide notification and training for ServicePoint upgrades.
- Ensure system-wide notification and training for HUD implementation of
  - 1. Programs with new data collection protocols;
  - 2. Changes in HMIS Data and Technical Standards;
  - 3. New reporting requirements.
- Assist CoC grantees with specialized reporting needs.
- Provide tools, guidance, and review for APRs prepared by HUD CoC grantees.
- Develop and implement a CoC Data Quality Plan.
- Develop and implement an HMIS Privacy and Security Plan.
- Monitor and promote good data quality using the CoC's Data Quality Plan; provide auditing and technical assistance as needed.
- Assist in developing and staffing the CoC HMIS Oversight Team.
- Recommend continuum-level mechanisms for monitoring compliance with approved HMIS policies and procedures.
- Develop performance measure recommendations for CoC annual program review.
- Ensure that HUD HMIS performance benchmarks are included in the CoC's annual program review.
- Generate data necessary for CoC Exhibit 1 Application and assist in completing appropriate sections.
- Produce quality AHAR data, starting in the 2007/2008 federal fiscal year, including the AHAR Veterans Addendum starting in the 2008/2009 federal fiscal year.
- Function as the Clackamas CoC's liaison to the State-wide HMIS Implementation effort.
- Ensure compliance with the Portland Housing Bureau's HMIS IGA with Clackamas County.
- Participate in the state-wide HMIS system administrators' work group lead by Portland Housing Bureau.
- Collaborate with CD CoC Lead staff on CoC data needs.
- Take lead on HMIS program expansion as new programs and activities (i.e. Homeless Street Count) are folded in.
- Provide grant administration functions for the CoC's HMIS HUD grants:
  - 1. Prepare annual renewal grants;
  - 2. Identify and secure grant match;
  - 3. Track grant expenditures throughout the project year;
  - 4. Ensure quarterly drawdown of HMIS grant funds;
  - 5. Prepare and submit to HUD the Annual Progress Report for the HMIS grants:
  - **6.** Participate in field office monitoring.

### **Revised 7-23-13**

Clackamas County Community Development Division H	MIS Agreement Review Certification:
Ok Pha:	9/20/17
Chuck Robbins	Date
Director  Clashamas Canata Community Development Division	
Clackamas County Community Development Division	
Clackamas County Continuum of Care HMIS Agreemen	nt Review Certification:
What we	EPTEMBER 14, 2017
Natalie Wood	Date
CoC Co-Chair Executive Director	
The Inn	
Grina M	9-14-17
Erika Silver	Date
CoC Co-Chair	
Human Services Manager	
Clackamas County Social Services	

## Continuum of Care (CoC) and Emergency Solutions Grant Program (ESG) 2017 Policy Manual

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### Attachments

A. HUD Homeless Definitions – 4 pages

B. HUD ESG Quick Reference – 2 pages

C. HUD Habitability Checklist – 5 pages

D. HUD CPD Notice 16-11-12 pages

E. VAWA Emergency Transfer Plan- 13 pages

CoC Lead: Abby Ahern May Merw

Signature

Date: June 29, 2017

See Attachment D for Priority Order for Chronic Homeless Persons

### Attachment D



### U.S. Department of Housing and Urban Development Office of Community Planning and Development

Special Attention of:
All Secretary's
Representatives

**Expires:** This Notice is effective until it is amended, superseded, or rescinded

**Issued:** 

All Regional Directors for CPD

Cross Reference: 24 CFR Parts 578 and

42 U.S.C. 11381, et seq.

Notice: CPD-16-11

**Issued: July 25, 2016** 

### **Expires:**

All CPD Division Directors Continuums of Care (CoC) Recipients of the Continuum of Care (CoC) Program

Subject: Notice on Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons in Permanent Supportive Housing

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### I. Purpose

This Notice supersedes Notice CPD-14-012 and provides guidance to Continuums of Care (CoC) and recipients of Continuum of Care (CoC) Program (24 CFR part 578) funding for permanent supportive housing (PSH) regarding the order in which eligible households should be served in **all** CoC Program-funded PSH. This Notice reflects the new definition of chronically homeless as defined in CoC Program interim rule as amended by the Final Rule on Defining "Chronically Homeless" (herein referred to as the Definition of Chronically Homeless final rule) and updates the orders of priority that were established under the prior Notice. CoCs that previously adopted the orders of priority established in Notice CPD-14-012, which this Notice supersedes, and who received points for having done so in the FY2015 CoC Program Competition are encouraged to update their written standards to reflect the updates to the orders of priority as established in this Notice. CoCs that have not previously adopted the orders of priority established in Notice CPD-14-012 are also encouraged to incorporate the orders of priority included in this Notice into their written standards

### A. Background

In June 2010, the Obama Administration released *Opening Doors: Federal Strategic Plan to Prevent and End Homelessness (Opening Doors)*, in which HUD and its federal partners set goals to end Veteran and chronic homelessness by 2015, and end family and youth homelessness by 2020. Although progress has been made there is still a long way to go. In 2015, the United States Interagency Council on Homelessness extended the goal timeline for achieving the goal of ending chronic homelessness nationally from 2015 to 2017. In 2015, there were still 83,170 individuals and 13,105 persons in families with children that were identified as chronically homeless in the United States. To end chronic homelessness, it is critical that CoCs ensure that limited resources awarded through the CoC Program Competition are being used in the most effective manner and that households that are most in need of assistance are being prioritized.

Since 2005, HUD has encouraged CoCs to create new PSH dedicated for use by persons experiencing chronic homelessness (herein referred to as dedicated PSH). As a result, the number of dedicated PSH beds funded through the CoC Program for persons experiencing chronic homelessness has increased from 24,760 in 2007 to 59,329 in 2015. This increase has contributed to a 30.6 percent decrease in the number of chronically homeless persons reported in the Point-in-Time Count between 2007 and 2015. Despite the overall increase in the number of dedicated PSH beds, this only represents 31.6 percent of all CoC Programfunded PSH beds.

To ensure that all PSH beds funded through the CoC Program are used as strategically and effectively as possible, PSH needs to be targeted to serve persons with the highest needs and greatest barriers towards obtaining and maintaining housing on their own—persons experiencing chronic homelessness. HUD's experience has shown that many communities and recipients of CoC Program-funded PSH continue to serve persons on a "first-come, first-serve" basis or based on tenant selection processes that screen-in those who are most likely to succeed while screening out those with the highest level of need. These approaches to tenant

selection have not been effective in reducing chronic homelessness, despite the increase in the number of PSH beds nationally.

#### B. Goals of this Notice

The overarching goal of this Notice is to ensure that those individuals and families who have spent the longest time in places not meant for human habitation, in emergency shelters, or in safe havens and who have the most severe service needs within a community are prioritized for PSH. By ensuring that persons with the longest histories of homelessness and most severe service needs are prioritized for PSH, progress towards the Obama Administration's goal of ending chronic homelessness will increase. In order to guide CoCs in ensuring that all CoC Programfunded PSH beds are used most effectively, this Notice revises the orders of priority related to how persons should be selected for PSH as previously established in Notice CPD-14-012 to reflect the changes to the definition of chronically homeless as defined in the Definition of Chronically Homeless final rule. CoCs are strongly encouraged to adopt and incorporate them into the CoC's written standards and coordinated entry process.

HUD seeks to achieve two goals through this Notice:

- 1. Establish a recommended order of priority for dedicated and prioritized PSH which CoCs are encouraged to adopt in order to ensure that those persons with the longest histories residing in places not meant for human habitation, in emergency shelters, and in safe havens and with the most severe service needs are given first priority.
- 2. Establish a recommended order of priority for PSH that is not dedicated or prioritized for chronic homelessness in order to ensure that those persons who do not yet meet the definition of chronic homelessness but have the longest histories of homelessness and the most severe service needs, and are therefore the most at risk of becoming chronically homeless, are prioritized.

### C. Applicability

The guidance in this Notice is provided to all CoCs and all recipients and subrecipients of CoC Program funds—the latter two groups referred to collectively as recipients of CoC Program-funded PSH. CoCs are strongly encouraged to incorporate the order of priority described in this Notice into their written standards, which CoCs are required to develop per 24 CFR 578.7(a)(9), for their CoC Program-funded PSH. Recipients of CoC Program funds are required to follow the written standards for prioritizing assistance established by the CoC (see 24 CFR 578.23(c)(10)); therefore, if the CoC adopts these recommended orders of priority for their PSH, all recipients of CoC Program-funded PSH will be required to follow them as required by their grant agreement. CoCs that adopted the orders of priority established in Notice CPD-14-012, which this Notice supersedes, and who received points for having done so in the most recent CoC Program Competition are strongly encouraged to update their written standards to reflect the updates to the orders of priority as established in this Notice. Lastly, where a CoC has chosen to not adopt HUD's recommended orders of priority into their written standards, recipients of CoC Program-funded PSH are encouraged to follow these standards for selecting participants into their programs as long as it is not inconsistent with the CoC's written standards.

### D. Key Terms

- 1. Housing First. A model of housing assistance that prioritizes rapid placement and stabilization in permanent housing that does not have service participation requirements or preconditions for entry (such as sobriety or a minimum income threshold). HUD encourages all recipients of CoC Program-funded PSH to follow a Housing First approach to the maximum extent practicable.
- **2. Chronically Homeless.** The definition of "chronically homeless", as stated in Definition of Chronically Homeless final rule is:
  - (a) A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
    - i. lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
    - ii. Has been homeless and living as described in paragraph (a)(i) continuously for at least 12 months or on at least four separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (a)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering an institutional care facility;
  - (b) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (a) of this definition, before entering the facility;
  - (c) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (a) or (b) of this definition (as described in Section I.D.2.(a) of this Notice), including a family whose composition has fluctuated while the head of household has been homeless.
- **3. Severity of Service Needs.** This Notice refers to persons who have been identified as having the most severe service needs.
  - (a) For the purposes of this Notice, this means an individual for whom at least one of the following is true:
    - i. History of high utilization of crisis services, which include but are not limited to, emergency rooms, jails, and psychiatric facilities; and/or

- **ii.** Significant health or behavioral health challenges, substance use disorders, or functional impairments which require a significant level of support in order to maintain permanent housing.
- **iii.** For youth and victims of domestic violence, high risk of continued trauma or high risk of harm or exposure to very dangerous living situations.
- **iv.** When applicable CoCs and recipients of CoC Program-funded PSH may use an alternate criteria used by Medicaid departments to identify highneed, high cost beneficiaries.
- (b) Severe service needs as defined in paragraphs i.-iv. above should be identified and verified through data-driven methods such as an administrative data match or through the use of a standardized assessment tool and process and should be documented in a program participant's case file. The determination must not be based on a specific diagnosis or disability type, but only on the severity of needs of the individual. The determination cannot be made based on any factors that would result in a violation of any nondiscrimination and equal opportunity requirements, see 24 C.F.R. § 5.105(a).

### II. Dedication and Prioritization of Permanent Supportive Housing Strategies to Increase Number of PSH Beds Available for Chronically Homeless Persons

## A. Increase the number of CoC Program-funded PSH beds that are dedicated to persons experiencing chronic homelessness.

Dedicated PSH beds are those which are required through the project's grant agreement to only be used to house persons experiencing chronic homelessness unless there are no persons within the CoC that meet that criteria. If there are no persons within the CoC's geographic area that meet the definition of chronically homeless at a point in which a dedicated PSH bed is vacant, the recipient may then follow the order of priority for non-dedicated PSH established in this Notice, if it has been adopted into the CoC's written standards. The bed will continue to be a dedicated bed, however, so when that bed becomes vacant again it must be used to house a chronically homeless person unless there are still no persons who meet that criterion within the CoC's geographic area at that time. These PSH beds are also reported as "CH Beds" on a CoC's Housing Inventory Count (HIC).

## B. Prioritize non-dedicated PSH beds for use by persons experiencing chronic homelessness.

Prioritization means implementing an admissions preference for chronically homeless persons for CoC Program-funded PSH beds. During the CoC Program competition project applicants for CoC Program-funded PSH indicate the number of non-dedicated beds that will be prioritized for use by persons experiencing chronic homelessness during the operating year of that grant, when awarded. These projects are then required to prioritize chronically homeless persons in their non-dedicated CoC Program-funded PSH beds for the applicable operating year as the project application is incorporated into the

grant agreement. All recipients of non-dedicated CoC Program-funded PSH are encouraged to change the designation of their PSH to dedicated, however, at a minimum are encouraged to prioritize the chronically homeless as beds become vacant to the maximum extent practicable, until there are no persons within the CoC's geographic area who meet that criteria. Projects located in CoCs where a sub-CoC approach to housing and service delivery has been implemented, which may also be reflected in a sub-CoC coordinated entry process, need only to prioritize assistance within their specified area. For example, if a Balance of State CoC has chosen to divide the CoC into six distinct regions for purposes of planning and housing and service delivery, each region would only be expected to prioritize assistance within its specified geographic area.<sup>1</sup>

The number of non-dedicated beds designated as being prioritized for the chronically homeless may be increased at any time during the operating year and may occur without an amendment to the grant agreement.

### III. Order of Priority in CoC Program-funded Permanent Supportive Housing

The definition of chronically homeless included in the final rule on "Defining Chronically Homeless", which was published on December 4, 2015 and went into effect on January 15, 2016, requires an individual or head of household to have a disability and to have been living in a place not meant for human habitation, in an emergency shelter, or in a safe haven for at least 12 months either continuously or cumulatively over a period of at least 4 occasions in the last 3 years. HUD encourages all CoCs adopt into their written standards the following orders of priority for all CoC Program-funded PSH. CoCs that adopted the orders of priority established in Notice CPD-14-012, which this Notice supersedes, and who received points for having done so in the most recent CoC Program Competition are strongly encouraged to update their written standards to reflect the updates to the orders of priority as established in this Notice. Where a CoC has chosen to not incorporate HUD's recommended orders of priority into their written standards, recipients of CoC Program-funded PSH are encouraged to follow these standards for selecting participants into their programs as long as it is not inconsistent with the CoC's written standards.

As a reminder, recipients of CoC Program-funded PSH are required to prioritize otherwise eligible households in a nondiscriminatory manner. Program implementation, including any prioritization policies, must be implemented consistent with the nondiscrimination provisions of the Federal civil rights laws, including, but not limited to the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Title II or III of the Americans with Disabilities Act, as applicable. For example, while it is acceptable to prioritize based on level of need for the type of assistance being offered, prioritizing based on specific disabilities would not be consistent with fair housing requirements or program regulations.

<sup>&</sup>lt;sup>1</sup> For the State of Louisiana grant originally awarded pursuant to "Department of Housing and Urban Development—Permanent Supportive Housing" in chapter 6 of title III of the Supplemental Appropriations Act, 2008 (Public Law 110–252; 122 Stat. 2351), projects located within the geographic area of a CoC that is not the CoC through which the State is awarded the grant may prioritize assistance within that geographic area instead of within the geographic area of the CoC through which the State is awarded the grant.

### A. Prioritizing Chronically Homeless Persons in CoC Program-funded Permanent Supportive Housing Beds Dedicated or Prioritized for Occupancy by Persons Experiencing Chronic Homelessness

- 1. CoCs are strongly encouraged to revise their written standards to include an order of priority, determined by the CoC, for CoC Program-funded PSH that is dedicated or prioritized for persons experiencing chronic homelessness that is based on the length of time in which an individual or family has resided in a place not meant for human habitation, a safe haven, or an emergency shelter and the severity of the individual's or family's service needs. Recipients of CoC Program-funded PSH that is dedicated or prioritized for persons experiencing chronic homelessness would be required to follow that order of priority when selecting participants for housing, in a manner consistent with their current grant agreement.
- 2. Where there are no chronically homeless individuals and families within the CoC's geographic area, CoCs and recipients of CoC Program-funded PSH are encouraged to follow the order of priority in Section III.B. of this Notice. For projects located in CoC's where a sub-CoC approach to housing and service delivery has been implemented, which may also be reflected in a sub-CoC coordinated entry process, need only to prioritize assistance within their specified sub-CoC area. <sup>2</sup>
- 3. Recipients of CoC Program-funded PSH should follow the order of priority above while also considering the goals and any identified target populations served by the project. For example, a CoC Program-funded PSH project that is permitted to target homeless persons with a serious mental illness should follow the order of priority under Section III.A.1. of this Notice to the extent in which persons with serious mental illness meet the criteria. In this example, if there were no persons with a serious mental illness that also met the criteria of chronically homeless within the CoC's geographic area, the recipient should follow the order of priority under Section III.B for persons with a serious mental illness.
- 4. Recipients must exercise due diligence when conducting outreach and assessment to ensure that chronically homeless individuals and families are prioritized for assistance based on their total length of time homeless and/or the severity of their needs. HUD recognizes that some persons—particularly those living on the streets or in places not meant for human habitation—might require significant engagement and contacts prior to their entering housing and recipients of CoC Program-funded PSH are not required to allow units to remain vacant indefinitely while waiting for an identified chronically homeless person to accept an offer of PSH. CoC Program-funded PSH providers are encouraged to follow a Housing First approach to the maximum extent practicable. Therefore, a person experiencing chronic homelessness should not be forced to refuse an offer of PSH if they do not want to participate in the project's services, nor should a PSH

<sup>&</sup>lt;sup>2</sup> For the State of Louisiana grant originally awarded pursuant to "Department of Housing and Urban Development— Permanent Supportive Housing" in chapter 6 of title III of the Supplemental Appropriations Act, 2008 (Public Law 110–252; 122 Stat. 2351), projects located within the geographic area of a CoC that is not the CoC through which the State is awarded the grant may prioritize assistance within that geographic area instead of within the geographic area of the CoC through which the State is awarded the grant.

project have eligibility criteria or preconditions to entry that systematically exclude those with severe service needs. Street outreach providers should continue to make attempts to engage those persons that have been resistant to accepting an offer of PSH and where the CoC has adopted these orders of priority into their written standards, these chronically homeless persons must continue to be prioritized for PSH until they are housed.

### B. Prioritizing Chronically Homeless Persons in CoC Program-funded Permanent Supportive Housing Beds Not Dedicated or Not Prioritized for Occupancy by Persons Experiencing Chronic Homelessness

1. CoCs are strongly encouraged to revise their written standards to include the following order of priority for non-dedicated and non-prioritized PSH beds. If adopted into the CoCs written standards, recipients of CoC Program-funded PSH that is not dedicated or prioritized for the chronically homeless would be required to follow this order of priority when selecting participants for housing, in a manner consistent with their current grant agreement.

### (a) First Priority–Homeless Individuals and Families with a Disability with Long Periods of Episodic Homelessness and Severe Service Needs

An individual or family that is eligible for CoC Program-funded PSH who has experienced fewer than four occasions where they have been living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter but where the cumulative time homeless is at least 12 months **and** has been identified as having severe service needs.

## (b) Second Priority–Homeless Individuals and Families with a Disability with Severe Service Needs.

An individual or family that is eligible for CoC Program-funded PSH who is residing in a place not meant for human habitation, a safe haven, or in an emergency shelter and has been identified as having severe service needs. The length of time in which households have been homeless should also be considered when prioritizing households that meet this order of priority, but there is not a minimum length of time required.

# (c) Third Priority—Homeless Individuals and Families with a Disability Coming from Places Not Meant for Human Habitation, Safe Haven, or Emergency Shelter Without Severe Service Needs.

An individual or family that is eligible for CoC Program-funded PSH who is residing in a place not meant for human habitation, a safe haven, or an emergency shelter where the individual or family has not been identified as having severe service needs. The length of time in which households have been homeless should be considered when prioritizing households that meet this order of priority, but there is not a minimum length of time required.

## (d) Fourth Priority–Homeless Individuals and Families with a Disability Coming from Transitional Housing.

An individual or family that is eligible for CoC Program-funded PSH who is currently residing in a transitional housing project, where prior to residing in the transitional housing had lived in a place not meant for human habitation, in an emergency shelter, or safe haven. This priority also includes individuals and families residing in transitional housing who were fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking and prior to residing in that transitional housing project even if they did not live in a place not meant for human habitation, an emergency shelter, or a safe haven prior to entry in the transitional housing.

- 2. Recipients of CoC Program-funded PSH should follow the order of priority above, as adopted by the CoC, while also considering the goals and any identified target populations served by the project. For example, non-dedicated or non-prioritized CoC Program-funded PSH that is permitted to target youth experiencing homelessness should follow the order of priority under Section III.B.1. of this Notice, as adopted by the CoC, to the extent in which youth meet the stated criteria.
- 3. Recipients must exercise due diligence when conducting outreach and assessment to ensure that persons are prioritized for assistance based on their length of time homeless and the severity of their needs following the order of priority described in this Notice, and as adopted by the CoC. HUD recognizes that some persons–particularly those living on the streets or in places not meant for human habitation–might require significant engagement and contacts prior to their entering housing and recipients are not required to keep units vacant indefinitely while waiting for an identified eligible individual or family to accept an offer of PSH (see FAQ 1895). Recipients of CoC Program-funded PSH are encouraged to follow a Housing First approach to the maximum extent practicable. Street outreach providers should continue to make attempts to engage those persons that have been resistant to accepting an offer of PSH and where the CoC has adopted these orders of priority into their written standards, these individuals and families must continue to be prioritized until they are housed.

## IV. Using Coordinated Entry and a Standardized Assessment Process to Determine Eligibility and Establish a Prioritized Waiting List

### A. Coordinated Entry Requirement

Provisions at 24 CFR 578.7(a)(8) requires that each CoC, in consultation with recipients of Emergency Solutions Grants (ESG) program funds within the CoC's geographic area, establish and operate either a centralized or coordinated assessment system (referred to in this Notice as coordinated entry or coordinated entry process) that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. CoCs that adopt the order of priority in Section III of this Notice into the CoC's written standards are strongly encouraged to use a coordinated entry process to ensure that there is a single prioritized list for all CoC Program-funded PSH within the CoC. The Coordinated Entry Policy Brief, provides recommended criteria for a quality coordinated entry process and standardized assessment tool and process. Under no circumstances shall the order of priority be based upon diagnosis or disability type,

but instead on the length of time an individual or family has been experiencing homelessness and the severity of needs of an individual or family.

### B. Written Standards for Creation of a Single Prioritized List for PSH

CoCs are also encouraged to include in their policies and procedures governing their coordinated entry system a requirement that all CoC Program-funded PSH accept referrals only through a single prioritized list that is created through the CoCs coordinated entry process, which should also be informed by the CoCs street outreach. Adopting this into the CoC's policies and procedures for coordinated entry would further ensure that CoC Program-funded PSH is being used most effectively, which is one of the goals in this Notice. The single prioritized list should be updated frequently to reflect the most up-to-date and real-time data as possible.

### C. Standardized Assessment Tool Requirement

CoCs must utilize a standardized assessment tool, in accordance with 24 CFR 578.3, or process. The <u>Coordinated Entry Policy Brief</u>, provides recommended criteria for a quality coordinated entry process and standardized assessment tool.

### **D.** Nondiscrimination Requirements

CoCs and recipients of CoC Program-funded PSH must continue to comply with the nondiscrimination provisions of Federal civil rights laws, including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Titles II or III of the Americans with Disabilities Act, as applicable. See 24 C.F.R. § 5.105(a).

## V. Recordkeeping Recommendations for CoCs that have Adopted the Orders of Priority in this Notice

24 CFR 578.103(a)(4) outlines documentation requirements for all recipients of dedicated and non-dedicated CoC Program-funded PSH associated with determining whether or not an individual or family is chronically homeless for the purposes of eligibility. In addition to those requirements, HUD expects that where CoCs have adopted the orders of priority in Section III. of this Notice into their written standards. The CoC, as well as recipients of CoC Program-funded PSH, will maintain evidence of implementing these priorities. Evidence of following these orders of priority may be demonstrated by:

- **A. Evidence of Severe Service Needs.** Evidence of severe service needs is that by which the recipient is able to determine the severity of needs as defined in Section I.D.3. of this Notice using data-driven methods such as an administrative data match or through the use of a standardized assessment. The documentation should include any information pertinent to how the determination was made, such as notes associated with case-conferencing decisions.
- **B.** Evidence that the Recipient is Following the CoC's Written Standards for Prioritizing Assistance. Recipients must follow the CoC's written standards for prioritizing assistance, as adopted by the CoC. In accordance with the CoC's adoption of

written standards for prioritizing assistance, recipients must in turn document that the CoC's revised written standards have been incorporated into the recipient's intake procedures and that the recipient is following its intake procedures when accepting new program participants into the project.

## C. Evidence that there are no Households Meeting Higher Order of Priority within CoC's Geographic Area.

- (a) When dedicated and prioritized PSH is used to serve non-chronically homeless households, the recipient of CoC Program-funded PSH should document how it was determined that there were no chronically homeless households identified for assistance within the CoC's geographic area or for those CoCs that implement a sub-CoC <sup>3</sup>planning and housing and service delivery approach, the smaller defined geographic area within the CoC's geographic area at the point in which a vacancy became available. This documentation should include evidence of the outreach efforts that had been undertaken to locate eligible chronically homeless households within the defined geographic area and, where chronically homeless households have been identified but have not yet accepted assistance, the documentation should specify the number of persons that are chronically homeless that meet this condition and the attempts that have been made to engage the individual or family. Where a CoC is using a single prioritized list, the recipient of PSH may refer to that list as evidence.
- (b) When non-dedicated and non-prioritized PSH is used to serve an eligible individual or family that meets a lower order of priority, the recipient of CoC Program-funded PSH should document how the determination was made that there were no eligible individuals or families within the CoC's geographic area or for those CoCs that implement a sub-CoC planning and housing and service delivery approach, the smaller defined geographic area within the CoC's geographic area that met a higher priority. Where a CoC is using a single prioritized list, the recipient of PSH may refer to that list as evidence that there were no households identified within the CoC's geographic area that meet a higher order of priority.

### VI. Questions Regarding this Notice

Questions regarding this notice should be submitted to HUD Exchange Ask A Question (AAQ) Portal at: https://www.hudexchange.info/get-assistance/my-question/.

<sup>&</sup>lt;sup>3</sup> For the State of Louisiana grant originally awarded pursuant to "Department of Housing and Urban Development—Permanent Supportive Housing" in chapter 6 of title III of the Supplemental Appropriations Act, 2008 (Public Law 110–252; 122 Stat. 2351), projects located within the geographic area of a CoC that is not the CoC through which the State is awarded the grant may prioritize assistance within that geographic area instead of within the geographic area of the CoC through which the State is awarded the grant.

### Summary Report for OR-507 - Clackamas County CoC

### **Measure 1: Length of Time Persons Remain Homeless**

This measures the number of clients active in the report date range across ES, SH (Metric 1.1) and then ES, SH and TH (Metric 1.2) along with their average and median length of time homeless. This includes time homeless during the report date range as well as prior to the report start date, going back no further than October, 1, 2012.

Metric 1.1: Change in the average and median length of time persons are homeless in ES and SH projects.

Metric 1.2: Change in the average and median length of time persons are homeless in ES, SH, and TH projects.

a. This measure is of the client's entry, exit, and bed night dates strictly as entered in the HMIS system.

	-	erse sons)	Average LOT Homeless (bed nights)			Median LOT Homeless (bed nights)		
	Previous FY	Current FY	Previous FY	Current FY	Difference	Previous FY	Current FY	Difference
1.1 Persons in ES and SH	432	470	15	16	1	6	7	1
1.2 Persons in ES, SH, and TH	554	583	94	87	-7	10	13	3

b. Due to changes in DS Element 3.17, metrics for measure (b) will not be reported in 2016.

This measure includes data from each client's "Length of Time on Street, in an Emergency Shelter, or Safe Haven" (Data Standards element 3.17) response and prepends this answer to the client's entry date effectively extending the client's entry date backward in time. This "adjusted entry date" is then used in the calculations just as if it were the client's actual entry date.

NOTE: Due to the data collection period for this year's submission, the calculations for this metric are based on the data element 3.17 that was active in HMIS from 10/1/2015 to 9/30/2016. This measure and the calculation in the SPM specifications will be updated to reflect data element 3.917 in time for next year's submission.

	Universe (Persons)		Average LOT Homeless (bed nights)			Median LOT Homeless (bed nights)		
	Previous FY	Current FY	Previous FY	Current FY	Difference	Previous FY	Current FY	Difference
1.1 Persons in ES and SH	-	473	-	302	-	-	128	-
1.2 Persons in ES, SH, and TH	-	584	-	336	-	-	231	-

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

This measures clients who exited SO, ES, TH, SH or PH to a permanent housing destination in the date 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 for up to two years after their initial exit.

	Total # of Persons who Exited to a Permanent Housing	Homelessn than 6	rns to less in Less Months 0 days)	Homelessr to 12 I	rns to less from 6 Months 65 days)	Homeless 13 to 24	rns to ness from Months 30 days)		of Returns Years
	Destination (2 Years Prior)	# of Returns	% of Returns	# of Returns	% of Returns	# of Returns	% of Returns	# of Returns	% of Returns
Exit was from SO	0	0		0		0		0	
Exit was from ES	37	0	0%	0	0%	2	5%	2	5%
Exit was from TH	69	1	1%	0	0%	2	3%	3	4%
Exit was from SH	0	0		0		0		0	
Exit was from PH	79	0	0%	0	0%	0	0%	0	0%
TOTAL Returns to Homelessness	185	1	1%	0	0%	4	2%	5	3%

### **Measure 3: Number of Homeless Persons**

### Metric 3.1 – Change in PIT Counts

This measures the change in PIT counts of sheltered and unsheltered homeless person as reported on the PIT (not from HMIS).

	2015 PIT Count	Most Recent PIT Count	Difference
Universe: Total PIT Count of sheltered and unsheltered persons	494	463	-31
Emergency Shelter Total	98	38	-60
Safe Haven Total	0	0	0
Transitional Housing Total	88	117	29
Total Sheltered Count	186	155	-31
Unsheltered Count	308	308	0

### Metric 3.2 - Change in Annual Counts

This measures the change in annual counts of sheltered homeless persons in HMIS.

	Submitted FY 2015	Current FY	Difference
Universe: Unduplicated Total sheltered homeless persons	560	591	31
Emergency Shelter Total	435	478	43
Safe Haven Total	0	0	0
Transitional Housing Total	145	133	-12

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

Metric 4.1 – Change in earned income for adult system stayers during the reporting period

	Submitted FY 2015	Current FY	Difference
Universe: Number of adults (system stayers)	83	102	19
Number of adults with increased earned income	4	7	3
Percentage of adults who increased earned income	5%	7%	2%

## Metric 4.2 – Change in non-employment cash income for adult system stayers during the reporting period

	Submitted FY 2015	Current FY	Difference
Universe: Number of adults (system stayers)	83	102	19
Number of adults with increased non-employment cash income	17	18	1
Percentage of adults who increased non-employment cash income	20%	18%	-2%

### Metric 4.3 – Change in total income for adult system stayers during the reporting period

	Submitted FY 2015	Current FY	Difference
Universe: Number of adults (system stayers)	83	102	19
Number of adults with increased total income	19	25	6
Percentage of adults who increased total income	23%	25%	2%

### Metric 4.4 – Change in earned income for adult system leavers

	Submitted FY 2015 Current FY		Difference
Universe: Number of adults who exited (system leavers)	59	86	27
Number of adults who exited with increased earned income	9	13	4
Percentage of adults who increased earned income	15%	15%	0%

### Metric 4.5 – Change in non-employment cash income for adult system leavers

	Submitted FY 2015	Current FY	Difference
Universe: Number of adults who exited (system leavers)	59	86	27
Number of adults who exited with increased non-employment cash income	16	18	2
Percentage of adults who increased non-employment cash income	27%	21%	-6%

Metric 4.6 – Change in total income for adult system leavers

	Submitted Current I		Difference
Universe: Number of adults who exited (system leavers)	59	86	27
Number of adults who exited with increased total income	21	28	7
Percentage of adults who increased total income	36%	33%	-3%

### **Measure 5: Number of persons who become homeless for the 1st time**

Metric 5.1 – Change in the number of persons entering ES, SH, and TH projects with no prior enrollments in HMIS

	Submitted FY 2015	Current FY	Difference
Universe: Person with entries into ES, SH or TH during the reporting period.	479	512	33
Of persons above, count those who were in ES, SH, TH or any PH within 24 months prior to their entry during the reporting year.	106	96	-10
Of persons above, count those who did not have entries in ES, SH, TH or PH in the previous 24 months. (i.e. Number of persons experiencing homelessness for the first time)	373	416	43

## Metric 5.2 – Change in the number of persons entering ES, SH, TH, and PH projects with no prior enrollments in HMIS

	Submitted Current FY 2015		Difference
Universe: Person with entries into ES, SH, TH or PH during the reporting period.	598	629	31
Of persons above, count those who were in ES, SH, TH or any PH within 24 months prior to their entry during the reporting year.	123	105	-18
Of persons above, count those who did not have entries in ES, SH, TH or PH in the previous 24 months. (i.e. Number of persons experiencing homelessness for the first time.)	475	524	49

Measure 6: Homeless Prevention and Housing Placement of Persons defined by category 3 of HUD's Homeless Definition in CoC Programfunded Projects

This Measure is not applicable to CoCs in 2016.

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

Metric 7a.1 – Change in exits to permanent housing destinations

	Submitted FY 2015	Current FY	Difference
Universe: Persons who exit Street Outreach	0	0	0
Of persons above, those who exited to temporary & some institutional destinations	0	0	0
Of the persons above, those who exited to permanent housing destinations	0	0	0
% Successful exits			

### Metric 7b.1 – Change in exits to permanent housing destinations

	Submitted FY 2015	Current FY	Difference
Universe: Persons in ES, SH, TH and PH-RRH who exited	494	520	26
Of the persons above, those who exited to permanent housing destinations	117	126	9
% Successful exits	24%	24%	0%

### Metric 7b.2 – Change in exit to or retention of permanent housing

	Submitted FY 2015	Current FY	Difference
Universe: Persons in all PH projects except PH-RRH	311	317	6
Of persons above, those who remained in applicable PH projects and those who exited to permanent housing destinations	298	305	7
% Successful exits/retention	96%	96%	0%

### FY2016 - SysPM Data Quality

### **OR-507 - Clackamas County CoC**

This is a new tab for FY 2016 submissions only. Submission must be performed manually (data cannot be uploaded). Data coverage and quality will allow HUD to better interpret your Sys PM submissions.

Your bed coverage data has been imported from the HIC module. The remainder of the data quality points should be pulled from data quality reports made available by your vendor according to the specifications provided in the HMIS Standard Reporting Terminology Glossary. You may need to run multiple reports into order to get data for each combination of year and project type.

You may enter a note about any field if you wish to provide an explanation about your data quality results. This is not required.

## **FY2016 - SysPM Data Quality**

		All ES, SH				All TH			All PSH, OPH			All RRH				All Street Outreach				
	2012- 2013	2013- 2014	2014- 2015	2015- 2016	2012- 2013	2013- 2014	2014- 2015	2015- 2016												
1. Number of non- DV Beds on HIC	16	16	16	16	82	82	81	81	291	261	277	265	31	81	107	76				
2. Number of HMIS Beds	16	16	16	16	82	82	81	81	247	261	277	265	31	81	107	76				
3. HMIS Participation Rate from HIC ( % )	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	84.88	100.00	100.00	100.00	100.00	100.00	100.00	100.00				
4. Unduplicated Persons Served (HMIS)	132	153	131	156	136	162	145	133	319	309	320	321	49	147	229	326				
5. Total Leavers (HMIS)	119	141	120	146	62	84	79	54	67	53	69	61	0	82	118	161				
6. Destination of Don't Know, Refused, or Missing (HMIS)	7	7	4	9	1	0	0	1	10	3	3	0	0	0	0	0				
7. Destination Error Rate (%)	5.88	4.96	3.33	6.16	1.61	0.00	0.00	1.85	14.93	5.66	4.35	0.00		0.00	0.00	0.00				

From:

Ahern, Abby

Sent:

Monday, September 11, 2017 2:14 PM

To:

'Amy Doud'; 'Angela Trimble (trimble@nwhousing.org)'; 'EV Armitage'; Karter, Toni; 'Melissa

Erlbaum (melissae@cwsor.org)'; Miller, Elizabeth; Much Grund, Jennifer; 'Natalie Wood'; 'Sharon Fitzgerald (sharon.fitzgerald@ccconcern.org)'; Silver, Erika; 'Steve Olsen

(solsen@theinnhome.org)'

Cc: Subject: Attachments:

Swift, Richard; Smith, Jill CoC ranking results

FY 2017 Priority List.xlsx

Hello CoC grant Administrators.

Thank you for your efforts in submitting both the project applications and score cards in a timely fashion. I know time was tight, and the whole application team appreciates the focus that was put on this effort to get it done in time.

Last Thursday 9/7, the 8-member CoC Steering Committee (CoCSC) met to rank CoC project applications. All submitted applications were accepted, ranked, and will be included in the overall CoC application. The Steering Committee was charged with ranking projects to determine priority order and which projects would be listed in Tier 2. Projects that fall into Tier 2 are at higher risk of being defunded by HUD. We will not know whether any of our programs have lost funding until HUD releases results of this application process, likely in the Spring. Last year, despite many CoCs across the country losing funding for one or more programs, Clackamas County maintained all of our HUD CoC funding. Last year, Clackamas County got a boost in funding for all programs that include rental assistance based on the increase in Fair Market Rents (FMRs). First, here is a breakdown of our HUD CoC funding in this application:

- Total in Tier 1 (as required by HUD): \$2,099,465
- Total in Tier 2 (as required by HUD): \$134,008
- Bonus project application (maximum allowed, not ranked): \$134,008
- Planning grant (maximum allowed, not ranked): \$67,004
- Total application amount: \$2,434,485

Attached, you will find the final ranking results, agreed upon unanimously by the CoC Steering Committee (CoCSC). The projects were not strictly ranked based on score, and some data elements that were collected were not scored this year.

- CHA and HMIS: The CoCSC unanimously decided to rank CHA and HMIS at the top of the priority list. These programs are required by HUD, and CoCs would be unlikely to receive any CoC funding if these programs did not operate.
- There were four programs that scored the lowest. Here are the considerations for each:
  - Housing our Families: This program is so new, that they have not begun their first operating year and have no data. Funding for Housing our Families was reallocated from the Jannsen program, using the same staff. CoCSC considered Jannsen's strong ranking in past years, the program component type (RRH), and the inability for Housing our Families to operate if \$134,008 of their \$155,728 funding is cut as a result of landing in Tier 2 in their decision to include the program in Tier 1.
  - Springwater: Scoring 3rd from the bottom, the CoCSC considered Springwater's inability to operate if \$134,008 of their \$162,912 funding is cut as a result of landing in Tier 2 and the limited other resources for this vulnerable population (homeless youth). Springwater is the only program in the CoC that can quickly house homeless youth in the County.
  - o Housing our Heroes: This program scored low because it just completed its first program year, and is not yet fully operational. Historically, CoC programs, especially Permanent Supportive Housing (PSH) programs, are not able to fully expend funds and fill the program in their first year of operation. Due to HoH's large budget, the program could be scaled back if \$95,527 of their \$302,013 funding is cut as a result of landing in Tier 2. This program serves Chronically Homeless Veterans, which is a priority group

- for HUD and for Clackamas County. The CoCSC wanted to be as fair as possible with scoring, but also did not want to risk losing this whole program in the event Tier 2 programs are not funded.
- Avalon: This program is a PSH program that is not well-suited to serve people who are chronically homeless. All other PSH programs in the CoC serve chronically homeless populations nearly exclusively. The program has struggled to fill beds during this past program year. Due to the reasons listed for not including Springwater and Housing our Families in Tier 2 and the reasons listed for Housing our Heroes straddling Tier 1 and Tier 2, Avalon fell to the bottom of Tier 2.

As the application team moves forward on the consolidated application, we will work with project applicants to tighten project applications and ensure they are complete. Please be ready for that feedback, and to make any necessary changes.

If you have any questions, want further clarification, or would like to make suggestions on how to improve this process in the future, please do not hesitate to contact me.

### Thanks,

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Please keep in mind that the County is closed on Friday-Sunday, and I cannot receive emails for those three days.