

UNITED STATES DEPARTMENT OF HOUSING

AND URBAN DEVELOPMENT

Office of Fair Housing and Equal Opportunity



VOLUNTARY COMPLIANCE AGREEMENT

Between

Department of Housing and Urban Development

Assistant Secretary Craig Trainor

And

Multnomah County, Oregon, et al.

HUD INQUIRY: 886542

I. PARTIES

Complainant:

Craig W. Trainor Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 7th St. SW, Washington D.C. 20410

Respondents:

Homeless Services Department of Multnomah County
c/o Jenny Madkour, Esq.
County Attorney
Office of Multnomah County Attorney
501 S.E. Hawthorne, Suite 500
Portland, OR 97214

Multnomah County, Oregon
c/o Jenny Madkour, Esq.
County Attorney
Office of Multnomah County Attorney
501 S.E. Hawthorne, Suite 500
Portland, OR 97214

Respondents' Legal Representative:

Jenny Madkour, Esq.
County Attorney
Office of Multnomah County Attorney
501 S.E. Hawthorne, Suite 500
Portland, OR 97214

II. STATEMENT OF FACTS

Craig W. Trainor, Assistant Secretary for Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (“Department or HUD”), on behalf of the Secretary of Housing and Urban Development, opened a Secretary-initiated investigation of housing discrimination, as authorized by Section 3610(a)(1)(A)(iii), to determine whether a complaint should be brought, alleging violations of Sections 804(a), 804(b), and 804(c) of the Fair Housing Act, as amended in 1988, 42 U.S.C. §3601 et seq. (“the Act”), and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq. (“Title VI”), as a recipient of federal funds.

The investigation alleged Respondents Multnomah County, Oregon (“the County”) and the Homeless Services Department of Multnomah County (“MCHSD”), are prioritizing certain populations over others, namely “BIPOC [black, indigenous, and people of color] households,” to be referred for homelessness services by utilizing a locally designed screening tool which assigned points based on an applicant’s interest in culturally specific services, a proxy for race or national origin.

All Respondents deny the allegations and admit no wrongdoing but agree to settle the claims in the underlying action by entering into this Voluntary Compliance Agreement (“Agreement” or “VCA”). This Agreement does not constitute a finding by the Department. Nothing in this agreement disqualifies Respondents for future funding opportunities under 2 CFR 200.206(b), provided Respondents do not breach the Agreement.

III. TERM OF AGREEMENT

1. This Agreement shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

IV. EFFECTIVE DATE

2. The Parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor an Agreement pursuant to the Act, unless and until such time as it is approved by the Department through the Director of the Office of Special Investigations (“OSI”) or his designee.
3. This Agreement shall become effective on the date on which it is approved by the Department through the Director of OSI, or his designee.

V. GENERAL PROVISIONS

4. The Parties acknowledge that this Agreement is a voluntary and full settlement of the disputed investigation. The Parties affirm that they have read and fully

understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

5. Respondents acknowledge having an affirmative duty not to discriminate under the Fair Housing Act, and that it is unlawful to retaliate against any person because a person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
6. This Agreement, after it has been approved by the Director of OSI or his designee, is binding upon Respondents, their employees, heirs, successors, assigns and all others in active concert with them in the operation or management of MCHSD and their programs.
7. The Parties acknowledge upon approval of this Agreement by the Director of OSI or his designee, it is a public document.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
9. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Director of OSI or his designee.
10. The Parties agree that the execution of this Agreement may be accomplished by the Parties' signatures on separate pages, and that the executed Signature Pages attached to the body of this Agreement constitute one document. Signatures may be submitted to the Department electronically (via fax, screenshot or PDF) or by mail.
11. Respondents' signatory hereby acknowledges that they have legal and binding authority to execute this Agreement on behalf of the named Respondents in this matter. HUD's signatory hereby acknowledges that he has legal and binding authority to execute this Agreement on behalf of the named Complainant in this matter.
12. HUD hereby forever waives, releases, and covenants not to sue the Respondents, or their heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Inquiry Number 886542 or which could have been filed in any action or suit arising from said subject matter.

13. Respondents hereby forever waive, release, and covenant not to sue the Department, or their successors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Inquiry Number 886542, or which could have been filed in any action or suit arising from said subject matter, except nothing herein shall preclude Respondents from having standing to take public positions, or seek legislative or judicial relief concerning HUD policies on cases of this nature.

VI. RELIEF IN THE PUBLIC INTEREST

A. Multnomah Services and Screening Tool (“MSST”) ¹

14. Within seven (7) days of the Effective Date of this Agreement, Respondents shall remove from the MSST, MSST questions, MSST scoring rubric and all related policies, practices, procedures, instructions, and guidance, to eliminate the award of any points, weighting, scoring criteria, or other prioritization based in whole or in part on race, color, and national origin, including:
 - a) Points awarded based on an applicant’s interest in, preference for, or request for culturally specific services; and
 - b) Any questions related to the applicant’s interest in culturally specific services.
15. Within seven (7) days of the Effective Date of this Agreement, Respondent shall revise the MSST, MSST questions, MSST scoring rubric, and all related policies, practices, procedures, instructions, and guidance, to change questions and point allocation based on language barriers from “English as a second language” to “language barriers.”
16. Within thirty (30) days of the Effective Date of this Agreement, Respondents shall submit to HUD a certification that the MSST, MSST questions, MSST scoring rubric and other proof of all related policies, practices, procedures, instructions and guidance have been revised in accordance with Paragraphs 14 and 15, along with a copy of the new MSST scoring rubric.
17. Within forty-five (45) days of the Effective Date of this Agreement, the County will distribute the new MSST, MSST scoring rubric and related guidance to all employees, contractors, assessors and community partners that administer or use the MSST.

B. Rescoring of MSST Applicants

18. Within thirty (30) days of implementing the revised MSST required by Paragraph 14 and 15, Respondents shall score or rescore, using the revised MSST scoring rubric, all households that completed an MSST before the implementation date

¹ Multnomah Services and Screening Tool (MSST): An assessment and scoring tool used by Multnomah County to prioritize a household’s need for housing resources.

but, as of that date, have not yet received a determination as to whether they qualify for placement in the Priority Housing Pool².

19. Within thirty (30) days of implementing the revised MSST, Respondents shall establish a revised Priority Housing Pool Threshold for both categories of applicants, Adults-only households and Households with children, consistent with anticipated housing resources and target pool sizes:

The revised thresholds shall be calculated using the revised MSST scoring rubric and Respondents' inventory-based methodology and shall not incorporate any points, weighting, or preference based in whole or in part on race, color, national origin, or a preference for culturally specific services.

20. Within ten (10) days after establishing the revised Priority Housing Pool thresholds, Respondents agree to document and upon request shall provide said documentation to the Department:
 - a) The minimum threshold score under the revised MSST scoring rubric to enter the Priority Housing Pool.
 - b) The newly revised MSST scores of all households who were reassessed and the determination of their Priority Housing Pool status under the revised threshold.
21. Respondents agree to apply the revised MSST scoring rubric and the methodology required by Paragraphs 18 through 20 to all subsequent adjustments to the Priority Housing Pool thresholds during the term of this Agreement and shall maintain documentation sufficient to demonstrate compliance with these requirements.

C. *Coordinated Access³ and Referrals from the Priority Housing Pool*

22. Throughout the Coordinated Access Process, Respondents agree that they will not steer individuals to, represent to individuals that they may not be a good fit for, or induce or coerce, or attempt to induce or coerce individuals to select a specific housing program or service based on the individual's race, color, national origin or other protected characteristic.

D. *Fair Housing Training*

23. Within ninety (90) days of the Effective Date of this Agreement, Respondents, including all Respondents' employees, supervisors, and managers who develop, administer, supervisor or implement Coordinated Access, the MSST or the Priority Housing Pool or eligibility determinations, shall participate in and complete a minimum of four (4) hours of fair housing training. The training shall be at

² Priority Housing Pool (PHP): The group of households whose MSST scores meet the applicable threshold and are therefore eligible to be considered for referral to available housing resources.

³ Coordinated Access: Multnomah County's process for assessing households experiencing homelessness, prioritizing them for limited housing resources, and matching and referring them to participating housing programs.

Respondents' expense. Respondents will provide the Department with the date(s) of said training, location, forum, the names and contact information for the trainer, the trainer's qualifications, an outline of the subject matter for the training, and a list of the personnel, with their job titles, who received the training within ten (10) days after completing the training.

24. Within ninety (90) days Respondents agree to offer training to staff that administer housing matching and referral processes, and to all MCHSD providers that administer the MSST concerning the revised scoring requirements, including the prohibition on awarding housing prioritization points based on race, color, and national origin. Respondents shall maintain documentation sufficient to demonstrate compliance with these requirements and upon request shall provide said documentation to the Department.

E. Outreach and Promotion

25. Within thirty (30) days of the Effective Date of this Agreement, Respondents agree to review and revise all outreach and other materials for supportive housing and coordinated access, including but not limited to all website content, all social media platforms, brochures, advertisements, to ensure they are inclusive, non-discriminatory, and do not discriminate based on race, color, and national origin.
26. Within thirty (30) days of the Effective Date of this Agreement, Respondents shall place on their website language stating the following:

“Multnomah County is committed to affirmatively furthering fair housing and ensuring equal housing opportunity and basic shelter and housing supportive services. Multnomah County assures that no person shall, on the grounds of race, color, national origin, or any other protected class, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.”

27. Respondents shall maintain documentation sufficient to demonstrate compliance with the requirements required under Paragraph 25 and 26 and upon request shall provide said documentation to the Department.

F. Enforcement of Non-Discrimination Obligations

28. Respondents shall ensure that all housing eligibility, prioritization, referral, matching, and placement decisions are made without regard to race, national origin, or any other protected class. Respondents shall include nondiscrimination compliance obligations in all contracts and written agreements for housing and shelter services, and will monitor compliance on a regular basis, and shall take appropriate corrective action when a provider fails to comply.

VII. REPORTING AND RECORD KEEPING:

29. Upon completion of all requirements of this agreement, Respondent shall provide the Department with a signed certification that Respondents have fully complied with this agreement.

30. All required certifications and documentation of compliance must be submitted to: Andrew Becker at Andrew.S.Becker@HUD.gov.
31. During the term of this Agreement, Respondents shall notify the Department of any formal complaint filed against them with a local, state, or federal agency regarding equal opportunity or discrimination in housing within ten (10) days of receipt of any such complaint. Respondents shall provide a copy of the complaint with the notification to the Department. Respondents shall also promptly provide the Department with all information it may request concerning any such complaint and its actual or attempted resolution.

VIII. MONITORING AND COMPLIANCE

32. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may conduct reviews as outlined in 42 U.S.C. §2000d-1 and 24 CFR §1.6, *et seq.*, including audits, evaluations, investigations, and other reviews of the programs and operations of services funded by the Department, including requesting documents or inspecting premises as indicated therein. The Respondents all agree to provide their full cooperation in any review undertaken by the Department to ensure compliance with this Agreement.
33. Should any provision of this Agreement be determined to be invalid or unenforceable, it is agreed that such determination shall not affect the enforceability of other provisions herein.

IX. CONSEQUENCES OF BREACH

34. Failure to carry out any term of this Agreement resulting in a material breach may result in the suspension or termination of, or refusal to grant or to continue federal financial assistance to Respondents, or other actions authorized by law, including referral to the Attorney General of the United States to commence a civil action in the appropriate U.S. Court.
35. Should the Department learn of Respondents' noncompliance with this Agreement, the Department shall provide notification to the Respondents and their Counsel via email. The Respondents shall have ten (10) days to cure the breach following the date of the email notice. If failure to cure occurs, the Department may take appropriate enforcement action, including referring this Agreement to the Department of Justice. See 28 C.F.R. §50.3.
36. Upon Notice that the Department has referred this Agreement to the Department of Justice all items that are required to be submitted to the Department shall be submitted to both the Department and Department of Justice.

X. SIGNATURES

A. Complainant

Craig W Trainor

10/21/2026

On Behalf of HUD, Complainant

Date

Craig W. Trainor

Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development

B. Respondents

Nathaniel VerGow

10/20/2026

On Behalf of MCHSD

Date

Nathaniel VerGow, MCHSD Director

Christopher Neal

10/20/2026

On Behalf of Multnomah County

Date

Chris Neal, Chief Operating Officer

XI APPROVAL

Lon Meltesen

10/21/2026

Lon D. Meltesen, Director, Office of Special Investigations

Date