

CONTRACT NO. _____

**OMNIBUS CONTRACT BETWEEN
CITY OF PORTLAND, BUREAU OF POLICE AND CENTRAL CITY CONCERN**

Homeless Program: Public Safety & Treatment Services

This Contract for services (Contract) is between the City of Portland, Oregon acting through its Bureau of Police (PPB)(City) and Central City Concern (CCC) (Subrecipient).

This contract consists of the following sections:

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<u>BUREAU OF POLICE</u>	<u>Subrecipient</u>
Contract Manager: Assistant Chief Larry O'Dea	Contract Manager: Kristy Faricy
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	EEO: 11/30/2008
	Business License No.: 991565

PART A: CONTRACT

- DESCRIPTION OF SERVICES:** CCC will provide the services included in Table A: Contracted Service Programs and the related Parts.
- COMPENSATION:** City shall pay CCC monthly for provision of services, upon receipt of invoice documenting expenditures. Total compensation under this contract shall not exceed ONE MILLION SIXTY ONE THOUSAND AND SEVENTY SEVEN DOLLARS (\$1,061,077)
- REPORTING:** The Reporting requirements are contained in Part C, D and E: Section IV. All final reports and invoices are due on **July 11, 2012**.
- CITY CONTRACT MANAGER:** The City Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Contract

5. **TERM:** The terms of this Contract shall be effective as of July 1, 2011 and shall remain in effect during any period the Subrecipient has control over City funds, including program income. The Contract shall terminate as of June 30, 2012. The obligations and duties of this Contract shall be binding on the Subrecipient during any period the Subrecipient has control of funds or program income under this Contract, or during any period relative to any project funded under this Contract.

CITY OF PORTLAND

Sam Adams
Mayor
City of Portland

Date _____

APPROVED AS TO FORM

Linda Meng 04
 CITY ATTORNEY
 Linda Meng, City Attorney Date
 SUBJECT TO INSURANCE APPROVAL
7/6/11

LaVonne Griffin-Valdade
City of Portland Auditor

Date

TABLE A: CONTRACTED SERVICE PROGRAMS

Program	Funding Source	Funding Level	Part
CHIERS		\$432,180	C
Sobering Program		\$628,897	D
TOTAL		\$1,061,077	

CENTRAL CITY CONCERN

CHIERS / SOBERING STATION /
FY 2011-2012 Budget

PROGRAM NAME	CHIERS	SOBERING	TOTALS
City of Portland Funds	\$432,180	\$628,897	\$1,061,077
Personnel			
Salaries	253,837	443,666	697,503
Taxes/benefits	69,689	115,353	185,042
Total Personnel	323,526	559,019	882,545
Operating Expenses			
Communications	4,500		4,500
Insurance	1,926		1,926
Maintenance & Materials	16,632		16,632
Medical	1,000		1,000
Rent and Utilities	19,373		19,373
Operating Expenses			
Travel & Training			
Vehicle Expenses	17,203		17,203
Total Operating Expenses	60,634		60,634
Administration Overhead 12.5%	48,020	69,877	117,897
Total Expenses	432,180	628,897	1,061,077

PART B: GENERAL TERMS AND CONDITIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Subrecipient under this Contract shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined.

- B. **TERMINATION FOR CONVENIENCE.** The City and Subrecipient may terminate this Contract at any time by mutual written Contract. If the Contract is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Contract less payments of compensation previously made.

The City, on thirty (30) days written notice to the Subrecipient, may terminate this Contract for any reason deemed appropriate at its sole discretion.

- C. **REMEDIES.** In the event of termination under Section A hereof by the City due to a breach by the Subrecipient, then the City may complete the work either itself or by Contract with another subrecipient, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then the Subrecipient shall pay to the City the amount of excess.

The remedies provided to the City under sections A and C hereof for a breach by the Subrecipient shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Subrecipient's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Subrecipient an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, shall be incorporated in written amendments to this Contract to be approved by the Bureau Director. Any change that increases in total the amount of compensation payable to the Subrecipient to \$100,000 or more must be approved by ordinance of the City Council. The Bureau Director may approve increases in compensation that result in total compensation of less than \$100,000. Other changes, including changes to scope of work and budget line items, may be approved by the Project Manager.
- E. **NON-DISCRIMINATION.** During the performance of this Contract, the Subrecipient agrees as follows:
- (a) The Subrecipient will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 - (b) The Subrecipient will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 - (c) The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - (d) The Subrecipient will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.
 - (e) Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

- F. **ACCESS TO RECORDS.** The City, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Subrecipient which are directly pertinent to this contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by the Subrecipient for three years after the City makes final payment and all other pending matters are closed.
- G. **MAINTENANCE OF RECORDS.** The Subrecipient shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Subrecipient regarding its billings or its work hereunder. The Subrecipient shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- H. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the 3 year period established by Section G above.

If an audit discloses that payments to the Subrecipient were in excess of the amount to which the Subrecipient was entitled, then the Subrecipient shall repay the amount of the excess to the City.

- I. **INDEMNIFICATION.** The Subrecipient shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Subrecipient's work or any subcontractor's work under this contract.
- J. **WORKERS' COMPENSATION INSURANCE.**
 - (a) The Subrecipient, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. The Subrecipient further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.
 - (b) In the event the Subrecipient's worker's compensation insurance coverage is due to expire during the term of this Contract, the Subrecipient agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its

expiration, and the Subrecipient agrees to provide the City of Portland such further certification of worker's compensation insurance a renewals of said insurance occur.

(c) If the Subrecipient believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Subrecipient agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by the Subrecipient shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, City may terminate the Contract immediately and the notice requirement contained in Section (A), TERMINATION FOR CAUSE, hereof shall not apply.

K. LIABILITY INSURANCE.

(a) The Subrecipient shall maintain public liability and property damage insurance that protects the Subrecipient and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Subrecipient's work under this contract. The insurance shall provide coverage for not less than \$1,000,000 for personal injury to each person, \$1,000,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the Subrecipient shall provide a new policy with the same terms. The Subrecipient agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Subrecipient.

(b) The Subrecipient shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of

the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by the City.

In lieu of filing the certificate of insurance required herein, the Subrecipient shall furnish a declaration that the Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

L. SUBCONTRACTING AND ASSIGNMENT. The Subrecipient shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The Subrecipient shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contract as specified in this contract. Notwithstanding City approval of a subcontractor, the Subrecipient shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Subrecipient hereunder. The Subrecipient agrees that if subcontractors are employed in the performance of this contract, the Subrecipient and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Subrecipient shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City. Subcontractors shall be responsible for adhering to all regulations cited within this contract.

M. INDEPENDENT CONTRACTOR STATUS. The Subrecipient is engaged as an independent contractor and the Subrecipient and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Subrecipient and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

N. REPORTING REQUIREMENTS. The Subrecipient shall report on its activities in a format and by such times as prescribed by the City.

O. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

No City officer or employees who participated in the award of this contract shall be employed by the Subrecipient during the period of the contract.

P. OREGON LAWS AND FORUM. This contract shall be construed according to the laws of the State of Oregon.

Any litigation between the City and the Subrecipient arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- Q. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the Subrecipient shall comply with all applicable federal, state, and local laws and regulations.

In the event that the Subrecipient provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Subrecipient agrees it has certified with the City's Equal Employment Opportunity certification process.

- R. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any subrecipient receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any subrecipient receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Additionally, contractors expending \$500,000 in federal funds may be required to obtain a full audit, if the City believes it is warranted. Two copies of all required financial audits or reviews will be submitted to the designated City Project Manager within thirty days of their completion.
- S. SEVERABILITY. If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.
- T. INTEGRATION. This Contract contains the entire Contract between the City and the Subrecipient and supercedes all prior written or oral discussions or Contracts.
- U. PROGRAM AND FISCAL MONITORING. The City through the Bureau of Housing and Community Development shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.

PART C: CHIERS OUTREACH PROGRAM

City General Fund

I. Authority

The provision of medical assessment, treatment and transportation services is a major public safety goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has General Funds that can be used to support these outreach, assessment, treatment and transportation services for those under the influence of intoxicants or are in need of services due to chemical dependency, as administered by City Central Concern.

II. Scope of Services

CCC will provide the following outreach, basic medical assessment/treatment and transportation services for individuals within a specified service district who are under the influence of intoxicants. The CHIERS van is staffed with one Emergency Medical Technician, basic level or higher, and one Outreach Worker.

The team is in service from 07:30 to 3:30 and from 3:45 to 11:45 daily, seven days a week year round. The team will patrol a specified service district, assessing potential clients and answering calls for inebriate transportation services from City of Portland-Bureau of Emergency Communications, Hooper Detoxification Stabilization Center, Portland Business Alliance, the Portland Police Bureau, Project Respond and citizens. At least one or more of the CHIERS team is deputized by the Multnomah County Sheriff's Department which authorizes them to place a client on a civil hold for the purpose of transporting clients to the CCC Sobering Program if the client(s) are incapacitated and have been determined to be a danger to self, or others, after an evaluation by the team.

- A. The team provides assessment for level of intoxication, transportation of inebriates who are either voluntary or incapacitated to the CCC Sobering Station, to shelter or to home. Basic medical assessment, treatment and/or emergency support as well as providing public education with citizens, outreach to potential clients. During Severe Weather and/or declared emergency/disaster the CHIERS van will be made available for shelter/emergency transportation.
- B. CCC will staff the van up to 16 hours a day, seven days per week. (City may modify specific hours of operation based upon actual demand for services or budget constraints). One outreach worker and one emergency medical technician shall provide transportation and field assessment services. A minimum of one staff person per shift shall be deputized by the Multnomah County Sheriff's Department and have the authority pursuant to State rules to place a civil hold for the purposes of transporting inebriated persons in need of sobering or detoxification. Deputization is required to do a civil hold. Due to the County's training schedule it is not always possible to have a deputized staff person per shift. If that occurs, Portland Police will do the civil hold. Outreach Workers are

required to be deputized on hire. Less than two shifts per year are inoperable due to unavailability of deputized staff.

- C. Pick-up and transportation services will be provided throughout the City as requested by the Portland Police Bureau. Patrol, pickup and transportation services will be provided in the Central Precinct of Portland Police Bureau and the close in East Side. Changes in boundaries may occur. Any plans to change the geographic boundary must be pursued in collaboration with the Portland Bureau of Housing and Community Development and the Portland Police Bureau.
- D. CCC shall make a record on each pickup. The record must minimally include: pickup location, patient problem, time, destination, age (estimate), sex, race and pertinent background information of patient.
- E. CCC shall maintain the following levels of operation:
 1. The van must be in use at least 90 percent of the designated work hours each day unless:
 - staff are attending a required training event; or
 - the van requires emergency repairs.
 2. The van shall be considered "in use" if it is:
 - responding to a Portland Police Bureau request;
 - transporting a client; or patrolling in the designated service area.
 - Conducting outreach to people who are homeless who have active substance abuse issues (high users of CHIERS, Sobering or Subacute).

The van shall not be used for any other business, other than referenced above. For example, the van shall not be used as transportation by sub recipient staff for meetings, work errands, or other uses unrelated to client or emergency transportation or repair/maintenance activities.

The Contract Manager will be notified within one week of any significant loss of Multnomah County funding of the Sobering Station which may result program changes or reduction of services of the CHIERS Outreach Program.

- F. CCC shall establish an advisory committee if needed to advise the CCC on the direction of the program.
 1. The committee will contain representatives from the Portland Police Bureau, CCC Sobering Program, fire and medical responders or other relevant agencies to ensure accessibility and quality of services.
 2. CCC shall invite business associations and neighborhood associations in the CCC's service area to participate in advisory committee meetings.
 3. CCC shall convene meetings of the advisory committee on an as-needed basis or at the request of the City.

4. CCC shall provide the City Project Manager with any written meeting notes of the advisory committee, unless otherwise directed.

III. Performance Measures

- A. Subrecipient will track and report on achievement of the following levels of service (outputs) and in the aggregate during the period of this Contract.
 1. 1100 unduplicated people served/assisted.
 2. CCC will provide statistical information on the race, sex, and age of clients, and number of unduplicated clients served by program.
 3. CCC will also track and report: Number of CHIERS transports and whether they were voluntary or civil holds, frequency of sobering admissions for CHIERS transports, zone of origination of CHIERS transport, percent of time unit available, and number of calls.
- B. Subrecipient will track and report on the achievement of the following levels of service (outcomes) during the period of this contract:
 1. 2800 CHIERS responded and evaluated on the street.
 2. Number from police dispatch (goal for CCC).
 3. Number from police on scene/back-up (goal for CCC).

As a result of the above responses and evaluations;

1. Number of transports to Sobering Station.
2. Number of CHIERS transports to other (shelter, home).
3. 90% of the time van unit available/operating.

IV. Reporting Requirements

- A. Subrecipient will prepare and submit program reports on a quarterly basis. Reports will be submitted using the form attached as Exhibit A-1 and will include:
 1. Demographic data regarding race/ethnicity, national origin, gender, and other characteristics
 2. Performance data as requested in Section III
 3. Demographic data regarding transport services
 4. Brief narrative providing information on program performance issues affecting program and client population, etc.

Quarterly and Year End program reports will be submitted within 30 days of the reporting period on the following dates: **October 31, 2011, January 31, 2012, April 30, 2012 and July 11, 2012.** A final report summarizing results and including cumulative data for the program is due **July 11, 2012** unless otherwise agreed to by the City Project Manager.

- B. Late program reports will delay payment until the program report has been

received by the City.

V. Compensation and Method of Payment

- A. The Subrecipient will be compensated for the above-described services (Exhibit A-2). The payments made under this Contract shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.
- B. Any changes to the budget must be approved in writing by the City Project Manager before any expenditure of funds in new line items or amounts.
- C. It is agreed that total compensation under this Contract shall not exceed FOUR HUNDRED THIRTY-TWO THOUSAND, ONE HUNDRED EIGHTY DOLLARS (\$432,180).
- D. Financial reports will be submitted monthly or within 30 days of the end of the reporting period using the invoice forms attached (Exhibit A-3). A final invoice for the program is due **July 11, 2012** unless otherwise approved by the City Project Manager.

Exhibit A-1
Project Report for CCC CHIERS FY 10-11
BENEFICIARY DATA

Reporting Period From: _____ To: _____

Unduplicated Demographic Information

Participant Information	1 st Quarter	1 st - 2 nd Quarter	1 st - 3 rd Quarter	1 st - 4 th Quarter
Individuals				

1. Gender

Males				
Females				
Gender Total*				

2. Race

Ethnicity	Hisp anic	Non H	Hisp anic	Non H	Hisp anic	Non H	Hisp anic	Non H
White								
Black/African American								
Asian								
American Indian/Alaskan Native								
Native Hawaiian/Other Pacific Islander								
American Indian/Alaskan Native & White								
Asian & White								
Black/African American & White								
Am. Indian/Alaskan Native & Black/African American								
Other								
Total*								

3. Age (other categories may be considered upon written request)

0-18				
18-30				
31-50				
51-61				
62 and over				
Age Total*				

4. Other Characteristics – as available

Chronically Homeless (best estimate)				
Homeless				
Not Homeless				

***Totals Should Equal**

Project Report for Central City Concern's CHIERS program
Outcome and Reporting Data FY 10-11
Reporting Period From: _____ To: _____

	1st Quarter	1 st - 2nd Quarter	1 st - 3rd Quarter	1 st - 4th Quarter	Year End Goal
Total number of Street Evaluations (contacts)					2800
Total number of unduplicated people served/assisted					1100
# Police dispatched					2000
# Police on the scene/back-up					1800
# Transported to Sobering Station					2700
# Transported – Other (shelter, home)					40
# From Hospitals to Sobering					No goal
% of time CHIERS van is available for service					90%

Exhibit A-3
CENTRAL CITY CONCERN
REQUEST FOR PAYMENT

TO: City of Portland/Bureau of Police
 Attn: Assistant Chief Larry O'Dea
 1111 SW 2nd Ave. #1526
 Portland, Oregon 97204

Project Sponsor: Central City Concern
 Request For Payment #: _____
 Contract: _____
 Billing Period: _____

CHIERS Program FY 11-12
General Fund/OTO GF

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
Personnel	323,526\$0			
Communications	4,5000			
Insurance	1,9260			
Maintenance & Materials	10,6320			
Medical	1,0000			
Operating Expenses	0			
Rent and Utilities	19,3730			
Travel and Training	0			
Vehicle Expenses	17,2030			
Indirect Admin (12.5%)	54,0220			
Total	\$ 432,180			

Please attach detailed information as specified in the contract or requested by contract manager

Total Amount Requested: _____
 Prepared By: _____ Phone No.: _____
 Email: _____
 Central City Concern/Approved By: _____

Signature

Date

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

PART D: SOBERING STATION

City General Funds

I. Authority

The provision of medical oversight services for publicly inebriated adults is a public safety goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has General Funds that can be used to support this service which is provided for adults under the influence of a controlled substance and for those in need of access to additional care and treatment. These services are administered by Central City Concern.

II. Scope of Services

The Sobering Station Program provides a safe environment for intoxicated individuals under the influence of a controlled substance, and secondarily, assists individuals in accessing additional care and treatment. Services are delivered in locked units designed to safely house intoxicated persons or persons under the influence of a controlled substance.

Subrecipient will:

- A. Admit persons into the sobering station 24 hours a day, 7 days a week. If sobering station is to be closed for any reason, City Contract Manager must be notified at least one (1) week in advance. The Contract Manager will be notified within one week of any significant loss of Multnomah County funding which may result program changes or reduction of services.
- B. Maintain adequate staff coverage, including at least one Emergency Medical Technician Basic on duty at all times. Staff shall be knowledgeable and trained as related to acute alcohol and drug intoxication and emergency first aid techniques.
- C. Provide medical screening to all persons entering the program. Persons not appropriate for admission shall be referred to a more appropriate facility. There shall be written procedures and policies for admission and referral which shall also describe provisions for transportation and placement of clients needing emergency care. A copy of current written procedures and policies will be provided to the City Project Manager.
- D. Provide continued visual monitoring of individuals admitted to sobering program with documented Level of Consciousness check every two hours. Vital signs are taken/documented upon admission. Per Sobering Program Medical Director via documented Medical Protocols, vital signs are re-taken as directed. Progress notes are kept for every client who is admitted.
- E. Provide continued visual monitoring, documented at 15 minute intervals of individuals placed in the sobering station safety rooms, in conformance with

safety room monitoring procedures which have been developed by the Sub-recipient, in consultation with the County and similar service providers. Also receive documented Level of Conscious check every two hours. The monitoring procedures shall specify the extent and frequency of monitoring checks, the content and format requirements for charting, and the criteria and procedures for client removal.

- F. Provide to all eligible persons information on how to access the subacute program and a referral. If the individual is homeless then provide additional information on chemical dependency treatment options and housing available through Central City Concern, including, but not limited to Alcohol and Drug Free Housing, Community Engagement Program (CEP), and CCC Recovery Center.
- G. Maintain open and responsive working relations with the Portland Police Bureau, County Sheriff's Department and Department of Community Justice.

III. Performance Measures

- A. Subrecipient will track and report on achievement of the following levels of service (outcomes) and in the aggregate during the period of this contract.
 1. 4500 unduplicated individuals admitted to Sobering Station
 2. 8100 total stays by individuals (not unduplicated) at the Sobering Station

CCC will provide statistical information on the race, sex, and age of clients, and number of unduplicated clients served by the Sobering program.

CCC will provide statistical information on referral source; Portland Police, Multnomah County, CHIERS, and others.

- B. Subrecipient will track and report on the achievement of the following levels of service (outputs) during the period of this contract.

Subrecipient will conduct a monthly review of the top 15 frequent users of the program and those individuals will be assessed for ongoing detoxification and treatment options.

CCC will track the number and percentage of clients (homeless and not homeless) admitted to the detoxification program as referrals from the Sobering program. This outcome helps reflect how the services provided in Sobering serve as an intervention with the client which results in the client going through sub-acute medical detoxification services.

IV. Reporting Requirements

- A. Subrecipient will prepare and submit program reports on a quarterly basis. Reports will be submitted using the form attached as Exhibit B-1 and will include:
1. Demographic data regarding race/ethnicity, national origin, gender, and other characteristics.
 2. Performance data as requested in Section III.
 3. Brief narrative providing information on program performance issues affecting program and client population, etc.

Quarterly and Year End program reports will be submitted within 30 days of the reporting period on the following dates: **October 31, 2011, January 31, 2012, April 30, 2012 and July 11, 2012.** A final report summarizing results and including cumulative data for the program is due **July 11, 2012** unless otherwise agreed to by the City Project Manager.

- B. Late program reports will delay payment until the program report has been received by the City.

V. Compensation and Method of Payment

- A. The City will reimburse the Subrecipient for expenses in accordance with the budget (Exhibit B-2) upon receipt of an itemized statement of expenditures. The Subrecipient will maintain documentation of all expenses and make such records available for inspection by the City upon request.
- B. Any changes to the budget must be approved in writing by the City Project Manager before any expenditure of funds in new line items or amounts.
- C. The payments made under this Contract shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.
- D. It is agreed that total compensation under this Contract shall not exceed SIX HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED NINETY SEVEN DOLLARD (\$628,897)
- E. Financial reports will be submitted monthly or within 30 days of the end of the reporting period using the invoice forms attached (Exhibit B-2). A final invoice for the program is due **July 11, 2012** unless otherwise approved by the City Project Manager.

Exhibit B-1
Project Report for CCC Sobering Station FY 11-12
BENEFICIARY DATA

Reporting Period From: _____ To: _____

Unduplicated Demographic Information

Participant Information	1 st Quarter	1 st - 2 nd Quarter	1 st - 3 rd Quarter	1 st - 4 th Quarter
Individuals				

1. Gender

Males				
Females				
Gender Total*				

2. Race

Ethnicity	Hisp anic	Non H	Hisp anic	Non H	Hisp anic	Non H	Hisp anic	Non H
White								
Black/African American								
Asian								
American Indian/Alaskan Native								
Native Hawaiian/Other Pacific Islander								
American Indian/Alaskan Native & White								
Asian & White								
Black/African American & White								
Am. Indian/Alaskan Native & Black/African American								
Other								
Total*								

3. Age (other categories may be considered upon written request)

0-18				
18-30				
31-50				
51-61				
62 and over				
Age Total*				

4. Other Characteristics

Chronically Homeless (best estimate)				
Homeless				
Not Homeless				

***Totals Should Equal**

**Project Report for Central City Concern's Sobering Station
Outcome and Reporting Data FY 11-12**

Reporting Period From: _____ To: _____

	1 st Quarter	1 st - 2 nd Quarter	1 st - 3 rd Quarter	1 st - 4 th Quarter	Year End Goal
# of total stays/admits to Sobering					8,100
# of total stays/admits to Sobering via CHIERS					2000
# of total stays/admits to Sobering via PPB					4,500
# of total stays/admits to Sobering via other police/sheriff agencies					1200
# Unduplicated individuals admitted to Sobering					4,500
# of total unduplicated clients who state they are homeless					No goal
# of clients who are admitted to Sobering for the first time					2500
# of clients/admits referred and admitted to Subacute					100
(of those referred to Subacute) # of clients who state they are homeless					180

Goals above not bolded are utilized for information purposes only.

*Provide brief narrative specific to the three clients who most frequent the sobering station.

Year End Narrative:

Information on efforts/accomplishments to support higher rates of admits into Hooper from Sobering Station

Activities which support public safety and ending homelessness goals

Analysis of demographic data related to admits to Sobering Station and Sub-Acute Program entry as available (Examples: gender, race, ethnicity, language populations and/or type of chemical dependency)

Exhibit B-2

CENTRAL CITY CONCERN
REQUEST FOR PAYMENT**TO: City of Portland/Bureau of Police****Attn:** Assistant Chief Larry O'Dea1111 SW 2nd Ave. #1526

Portland, Oregon 97204

Project Sponsor: Central City Concern

Request for Payment #: _____

Contract No. : _____

Billing Period: _____

CCC: Sobering Station FY 11-12
OTO General Funds

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
Personnel	550,285			
Admin (12.5%)	78,612			
Total	\$628,897			

Please attach detailed information as specified in the contract or requested by contract manager

Total Amount Requested: _____

Prepared By: _____ Phone No.: _____

Email: _____

Central City Concern/Approved By: _____

Signature

Date

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