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GRANT AGREEMENT NO.

This Grant Agreement is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and CENTRAL CITY CONCERN (CCC OR "GRANTEE") in an amount not to exceed \$988,546.

RECITALS:

1. The provision of treatment readiness services, transitional housing for those enrolled in services, and follow-up retention support services to chronic arrestees with chemical dependency issues is a strategy to reduce nuisance crimes and chronic arrests through the transition of those individuals into treatment.
2. Provision of those services is an element of the Housing Rapid Response (HRR) program, which meets goals and objectives of the City and the Police Bureau.
3. Central City Concern (CCC) has successfully provided these services for chronic arrestee homeless adults as part of the HRR program.
4. The Police Bureau desires to enter into a grant agreement with CCC to continue to provide treatment readiness services, transitional housing for those enrolled in services and home-based retention services for homeless single adults with chemical dependency issues.
5. Existing funds for the grant agreement are part of an existing, one-time, General Fund appropriation for the HRR program in the FY 2010-11 Budget.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

AUTHORITY

The provision of services and treatment, including Alcohol and Drug Free Communities and Treatment Readiness Programs, is a major 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 services and treatment programs for persons who are chronic arrestees.

The terms of this Agreement shall be effective as of July 1, 2010 and shall remain in effect during any period the GRANTEE has control over City funds, including program income. The Agreement shall terminate as of June 30, 2011, unless otherwise amended and extended. The obligations and duties of this Agreement shall be binding on the GRANTEE during any period the GRANTEE has control of funds or program income under this Agreement, or during any period relative to any project funded under this Agreement.

- 1) Consistent and regular attendance and involvement at the SCT meetings (currently held weekly).
- 2) Coordinating referrals to support timely decisions on service delivery and placement into CCC operated program units.
- 3) Client planning at entry, transitions between services and partner programs, and exit from program. This will include working with each participant and partner staff to determine whether the best initial placement is into Treatment Readiness or Alcohol and Drug Free transitional units, inpatient residential treatment, or VOA operated outpatient/shelter service. On occasion, depending on the individual client, permanent housing will be considered as an initial placement with approval by the SCT Program Manager.
- 4) Prompt notification of acceptance/denial of participants to SCT partners.
- 5) Notification of placement timeline into CCC program units, with the goal that placement occurs 1-3 days after acceptance into the program when a unit is available.
- 6) Prompt notification of all participant exits from CCC program, including involuntary and voluntary terminations, and successful transitions into permanent housing. Notification to SCT within 24 hours of all involuntary participant (staff initiated) exits from CCC program. CCC staff will follow written program policies and grievance procedures when initiating termination from program units. Successful transitions from units or room abandonment will be reported to the SCT during regularly scheduled weekly meetings (or within 5 work days if no meeting is held).
- 7) Before any modification to a client's occupancy at CCC Treatment Readiness program due to a client's misbehavior or a violation of CCC rules, CCC staff will make a reasonable attempt to include the SCT Program Manager in the intervention process.
- 8) Timely communication on individual participant issues as appropriate to support successful engagement and stability.
- 9) Timely communication with chemical dependency treatment providers including SCT partner agency, VOA.
- 10) CCC staff are required to call 911 for police, fire, medical emergencies related to SCT clients. When appropriate, CCC staff will contact the SCT Program Manager (or his designee) to report all other criminal activity related to SCT clients. CCC staff will use discretion in determining whether to make an immediate notification to the SCT Program Manager, or to wait until the regularly scheduled SCT weekly meeting. Prompt notification will be made to individual participants Parole or Probation officer as required related to that individual's terms of parole/probation.
- 11) Provide an up to date, weekly list of clients in program, including name and room number. The current list will also be made available at any time upon request.
- 12) Recognize that PPB SCT liaison officers have the authority to access the common areas, defined as the lobby and hallways, of the program units located in Central City Concern Treatment Readiness Housing.

dependency services. Graduates of the programs who are in permanent housing will be eligible for accessing the VOA outpatient services.

- F. Meet legal standards and guidelines for operation as required, including but not limited to grievance procedures, Fair Housing, Landlord-Tenant Law, and HIPPA as applicable.
- G. Personal advocacy and linkage services where appropriate to include:
 - 1) Assistance in obtaining and maintaining alcohol and drug treatment, including SCT partners and other providers when appropriate.
 - 2) Individualized assistance in identifying and applying for benefits (including SSI, SSD, food stamps, and OHP).
 - 3) Assistance in accessing supplemental or residential mental health services.
 - 4) Assistance in accessing employment, training, and or education options.
 - 5) Assistance in navigating the criminal justice system
- H. Focused permanent housing placement services, along with home based retention support to tenant and landlord for 12 months after permanent (not transitional) housing placement (as future FY funding allows). Housing services include:
 - 1) Identifying and providing information for permanent housing options.
 - 2) Information and individualized assistance in applying for housing, including screening and application process, basic expectations of housing providers, and review of the lease.
 - 3) Assistance with Reasonable Accommodation requests.
 - 4) Assistance in securing financial assistance for move-in costs and rent subsidies as needed to support successful placement and retention of permanent housing.
 - 5) Provision of eviction prevention services and coaching on tenant rights and responsibilities.
- I. Provision of assistance as appropriate to facilitate permanent housing, including payment of application fees, and other fees and deposits required to move into permanent housing. Provision of linkage with subsidized permanent housing or subsidized housing vouchers under the control of GRANTEE, including Shelter + Care vouchers as available.
- J. Provision of resident support which may include assistance with food items, laundry, clothing and household items, deposits, utility assistance, transportation, health costs, and other expenses determined necessary on an individual basis.
- K. Participants will sign individual lease agreements (or program agreements if they initially enter the Treatment Readiness program) with the housing provider. CCC

1) Housing Stability:

- 65% of those who enroll (start) in the program successfully engage for 15 days or more.
- 15 homeless adult households transition off the street and into permanent housing.
- 75% of all individuals placed in permanent housing will retain stable housing at 6 months after placement.*
- 65% of all individuals placed in permanent housing will retain stable housing at 12 months after placement.*
- CCC will track all individuals placed in permanent housing with this funding to determine the number and percentage who are retaining stable housing 12 months after end of subsidy.
- Participants who are originally placed in program units and transfer directly into permanent housing will have data tracked from initial placement date.

2) Other Outcomes:

- 60% of all individuals placed in permanent housing are determined to be actively addressing behavioral healthcare issues (mental health and/or chemical dependency) at their 12 month anniversary after permanent housing placement. Provide numerical information.
- Number/percentage of all individuals placed in permanent housing that have secured a stable income, or improved their financial status (in a meaningful way) at 12 months after placement.

3) Criminal Behaviors (Portland Police)

Examples of data to be provided by the partners:

- Number/Percentage of all individuals placed in permanent housing that have not been arrested or charged with any criminal activity within the 12 months after original placement into permanent housing.
- Overall reduction in arrests/changes against program participants based on review of 12 months prior to entry and 12 months post placement.

Central City Concern is not responsible for collection or evaluation of corrections related data.

PROJECT OVERSIGHT

A. The SCT Program Manger and GRANTEE will work in partnership with the Portland Police Bureau and designated staff to assist in evaluation of this program. The SCT partnership includes but is not limited to:

- 1) Portland Police Bureau

work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.

- F. Reports: Grantee will submit to the Grant Manager a report at the conclusion of the project. The Report will include:

GRANTEE will submit program reports on a quarterly basis and City fiscal year basis. Service Point Entry-Exit Report Form and Housing Outcomes Report Form as directed by Grant Manager, and will include:

1. Demographic data regarding age, race/ethnicity, gender, veteran's status,
2. Performance data related to Section III.
3. Narrative, including information regarding implementation and ongoing activities and achievements of the program.

Quarterly program reports will be submitted on or before the following dates: October 31, 2010; January 31, 2011, April 30, 2011 and July 31, 2011. In addition a final project report summarizing results and including cumulative demographic and performance data for the full project is due 12 months after final payment of any and all rent subsidies provided via HRR.

GRANTEE will enter data on all clients placed into housing by their organization into Service Point. This will include retention data.

Financial reports will be submitted within 30 days of the end of the reporting period on the dates listed above or may be submitted monthly.

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

III. PAYMENTS

- A. GRANTEE will receive its funding as follows:

The CITY will reimburse the GRANTEE for actual or anticipated expenses in accordance with the Budget (Attachment A). Funds will be disbursed to the GRANTEE within 14 days of receipt of invoice for:

1. Actual expenditures, or
2. Anticipated expenditures, upon submission of a bid, official estimate or purchase order.

Any changes to the budget must be approved in writing by the Grant Manager before any expenditure of funds in new line items or amounts.

No funds under this Agreement may be used to purchase non-expendable personal property or equipment. Funds may be used to pay for lease or rental of equipment if approved in advance by the Grant Manager.

The payments made under this Agreement shall be full compensation for work

the effective date of termination.

- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. **INDEMNIFICATION.** GRANTEE 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 GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors 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.
- M. 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 Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement 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.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee 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 Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or

agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.

- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement 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 Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.

V. TERM OF GRANT


The terms of this Grant Agreement shall be effective as of July 1, 2010, after it is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. The Work by GRANTEE shall terminate as of June 30, 2010.

Dated this _____ day of _____, 2010.

CITY OF PORTLAND

GRANTEE

Sam Adams
Mayor



~~Ed Blackburn~~
~~Executive Director~~
Central City Concern
David Altman
CFO

LaVonne Griffin-Valade
Auditor

APPROVED AS TO FORM:

APPROVED AS TO FORM



Linda Meng, City Attorney
CITY ATTORNEY