

185873

185873

AMENDMENT NO. 1

CONTRACT NO. 32000843

FOR

Central City Concern - CHIERS & Sobering

This Contract was made and entered on July 1, 2012 by and between Central City Concern, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. Additional compensation is necessary and shall not exceed \$ 217,467 .

All other terms and conditions shall remain unchanged and in full force and effect.

CONTRACTOR SIGNATURE:

This contract amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same contract amendment.

The parties agree the City and Contractor may conduct this transaction by electronic means, including the use of electronic signatures.

Central City Concern

By: Katherine A. Ellis Date: 12/12/12

Name: Katherine Ellis

Title: CFO

Address: 232 NW 6th Ave, Portland, OR 97209

Telephone: 503-294-1681

888881

Contract No. 32000843 Amendment/Change Order No. 1
Contract Title: Central City Concern – CHIERS & Sobering Station

CITY OF PORTLAND SIGNATURES:

By: N/A Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

APPROVED AS TO FORM

By: James H. Van Dyke Date: 1/19/13
Office of City Attorney
CITY ATTORNEY

GRANT AGREEMENT NO. 32000843

This Grant Agreement ("Agreement") for the Homeless Program: Public Safety & Treatment Services is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") acting through its Bureau of Police (PPB) and Central City Concern (CCC or "GRANTEE") in an amount not to exceed SEVEN HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED FIFTY FOUR DOLLARS. (\$742,754). This Agreement may refer to the City and Grantee individually as a "Party" or jointly as the "Parties."

RECITALS:

Central City Concern (CCC) operates the Hooper Detoxification Center's Sobering Station and Hooper's CHIERS roving response van. The outreach and sobering programs provided by the Sobering Station and CHIERS van perform a significant public service, improve public safety, and keep Portland's vulnerable safe.

Portland Police bring intoxicated people to Hooper's Sobering Station to sober up rather than taking them to jail; this provides a safer and more appropriate environment than the county jail. Hooper's CHIERS roving response van assesses and transports alcoholics and addicts from the streets throughout the city.

The emergency medical technician on board the CHIERS van is well-equipped to work with street alcoholics, substance abusers and the mentally ill. This provides significant assistance to Portland Police. Under Oregon's civil hold rules, CHIERS staff is deputized to deliver these people to care.

The City wishes to enter into an agreement with CCC to provide \$742,754 to support the services of the Sobering Station and the CHIERS roving response van for the period from July 1, 2012 through June 30, 2013.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the grant funds provided by CITY, GRANTEE agrees to perform the services included in Table A: Contracted Service Programs and Attachments A and B.

TABLE A: CONTRACTED SERVICE PROGRAMS

Program	Funding Source	Funding Level	Attachment
CHIERS		\$113,857	A

Sobering Program	\$628,897	B
TOTAL	\$742,754	

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Kristy Faricy, 232 NW 6th Avenue, Portland, OR 97209, (503) 200-3894, (503) 294-4321 (fax), Kristy.Faricy@cccconcern.org EEO: 11/30/2008, Business License No.: 991565.
- C. City Grant Manager: The Grant Manager for this Agreement is Assistant Chief Larry O'Dea 1111 SW 2nd Ave, #1526, Portland, OR 97204, (503) 823-0009, (503) 823-0342 (fax), or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. The Reporting requirements are contained in Attachment A and B. All final reports and invoices are due on July 11, 2013.

CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows:
City shall pay CCC in accordance with Attachments A and B.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully

refund any or all grant funds received, or any combination thereof.

- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. If applicable, GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

IV. GENERAL PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

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- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this 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. Actions 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 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 - 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter

656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656. At their sole expense, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.

2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any

commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this 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 Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be BEO certified by CITY in order to be

eligible to receive grant funds.

- R. 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 audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties 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 Agreement that are not contained herein.
- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. 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 Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- W. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

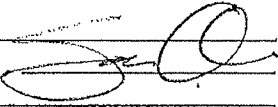
V. TERM OF GRANT

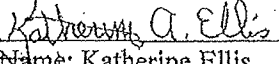
The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2013.____

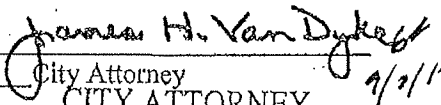
CITY OF PORTLAND

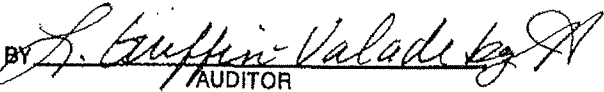
CENTRAL CITY CONCERN

Name: Sam Adams 
 Title: Mayor
 Date: 9/10/12
 Approved as to Form

Name: Katherine A. Ellis 
 Title: Chief Financial Officer
 Date: 7/13/12

APPROVED AS TO FORM


 City Attorney
 CITY ATTORNEY 9/3/12

BY 
 AUDITOR

Attachment A

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 1:45pm to 11:45pm daily, seven days a week year round, subject to the availability of funding. 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 10 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 (estimated), 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

Numbers are based on an annualized contract; in the event funding does not cover a full year of services, goals will be adjusted based on the number of quarters reported.

- A. Grantee 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. Grantee 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. Grantee 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, 2012, January 31, 2013, April 30, 2013 and July 11, 2013 until the funding is exhausted. A final report summarizing results and including cumulative data for the program is due July 11, 2013 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 Grantee will be compensated for the services described in Section II until funding is exhausted. 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 (Exhibit C) 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 ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED FIFTY SEVEN DOLLARS (\$113,857).
- 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-2). A final invoice for the program is due July 11, 2013 unless otherwise approved by the City Project Manager.

Exhibit A-1
Project Report for CCC CHIERS FY12-13
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	Hispanic	Non-H	Hispanic	Non-H	Hispanic	Non-H	Hispanic	Non-H
Black/African American								
Asian								
American Indian/Alaskan Native								
Native Hawaiian/Other Pacific Islander								
American Indian/Alaskan Native & White								
Asian & White								

Project Report for Central City Concern's CHIERS program
 Outcome and Reporting Data FY12-13

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%

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

Exhibit A-2
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 12-13
General Fund/OTO GF

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
Personnel				
Communications				
Insurance				
Maintenance & Materials				
Medical				
Operating Expenses				
Rent and Utilities				
Travel and Training				
Vehicle Expenses				
Indirect Admin (12.5%)				
Total	\$ 113,857			

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

Attachment B

SOBERING STATION
City General FundsI. 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.

Grantee 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. Grantee 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. Grantee will track and report on the achievement of the following levels of service (outputs) during the period of this contract. Grantee 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. Grantee 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, 2012, January 31, 2013, April 30, 2013 and July 11, 2013. A final report summarizing results and including cumulative data for the program is due July 11, 2013 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 Grantee for expenses in accordance with the budget (Exhibit C) upon receipt of an itemized statement of expenditures. The Grantee 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, 2013 unless otherwise approved by the City Project Manager.

Exhibit B-1
Project Report for CCC Sobering Station FY 12-13
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	Hispanic	Non-Hispanic	Hispanic	Non-Hispanic	Hispanic	Non-Hispanic	Hispanic	Non-Hispanic
Black/African American								
Asian								
American Indian/Alaskan Native								
Native Hawaiian/Other Pacific Islander								
American Indian/Alaskan Native & White								
Asian & White								

185873

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 12-13

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					3,100
# 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)

88-8281

185873

Exhibit B-2

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 No. : _____
Billing Period: _____

CCC: Sobering Station FY 12-13
OTO General Funds

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
Personnel	559,019			
Admin (12.5%)	69,877			
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

EXHIBIT C

CENTRAL CITY CONCERN

CHIERS / SOBERING STATION
FY 2012-2013 Budget

PROGRAM NAME	CHIERS	SOBERING	TOTALS
City of Portland Funds		\$628,897	
Personnel			
Salaries		443,666	
Taxes/benefits		115,353	
Total Personnel		559,019	
Operating Expenses			
Communications			
Insurance			
Maintenance & Materials			
Medical			
Rent and Utilities			
Operating Expenses			
Travel & Training			
Vehicle Expenses			
Total Operating Expenses			
Administration Overhead 12.5%		69,877	
Total Expenses	113,857	628,897	742,754