#### RESOLUTION NO. \_2023-01-002\_

#### A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT

### CHAMPAIGN COUNTY HEALTH CARE CONSUMERS SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM HOME ARP FY 2021/2022

WHEREAS, the City of Urbana ("City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City's home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached subrecipient agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low and Moderate Income Households described in the *City of Urbana and Urbana HOME Consortium (Champaign/Urbana/Champaign County)* FY 2020-2024 *Consolidated Plan and* FY 2020-2021 HOME ARP Allocation Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement providing \$296,850 in HOME ARP Program funds, for the funding of a special populations case management program, between the City of Urbana and Champaign County Health Care Consumers, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

# PASSED BY THE CITY COUNCIL this \_23rd\_ day of \_\_\_\_\_ January\_

AYES: Wu, Evans, Hursey, Kolisetty, Bishop, Wilken, Quisenberry

NAYS: None

**ABSTAINED:** None

2023

Clark, City Clerk

APPROVED BY THE MAYOR this 24 day of \_\_\_\_\_ January\_\_, 2023\_.

Jiane Wolfe Marlin Diane Wolfe Marlin, Mayor

#### URBANA HOME CONSORTIUM CHAMPAIGN COUNTY HEALTH CARE CONSUMERS SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM

(HOME ARP FY 2021/2022)

THIS Subgrantee Agreement for the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM, hereafter referred to as the "**AGREEMENT**", is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the "**GRANTOR**"), and CHAMPAIGN COUNTY HEALTH CARE CONSUMERS, (hereinafter "**CCHCC**").

#### WITNESSETH

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter "HUD") for purposes of receiving HOME Investment Partnership (hereinafter "HOME") Program funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the "National Affordable Housing Act"); and

WHEREAS, the Urbana HOME Consortium has received HOME ARP Program funds from HUD to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and noncongregate shelter, to reduce homelessness and increase housing stability for low-income residents of Urbana, Champaign, and Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2020-2024 (hereinafter the "Consolidated Plan") in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnership known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the "Intergovernmental Agreement"); and

WHEREAS, CCHCC has requested Urbana HOME ARP Consortium funding to provide operating costs, case management, and direct housing assistance to low-income households (hereinafter the "SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM"); and

WHEREAS, CCHCC desires to serve as a manager of the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM within the Cities of Champaign and Urbana and Champaign County; and

WHEREAS, the GRANTOR has determined that the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM is eligible for funding under the HOME ARP Program; and

WHEREAS, CCHCC has been fully informed regarding all requirements or obligations that must be met by CCHCC in order to utilize HOME ARP Program funds for the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM, including but not limited to, the requirement that all participating households must meet the income eligibility requirements at or below 60 percent of the median family income, in accordance with 24 CFR Part 92, Section 209; and WHEREAS, CCHCC, having been fully informed regarding the requirements of the HOME ARP Program, is committed to starting the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM with the assistance of HOME ARP Program funds on or before February 28, 2023.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

# ARTICLE I: HOME ARP REQUIREMENTS

#### Section 1: Use of HOME ARP Funds

The GRANTOR agrees to provide CCHCC an amount not to exceed **\$296,850** from its Federal Fiscal Year 2021-2022 HOME ARP Program funding to be used for providing case management and supportive services assistance to households at or below 60 percent of the Area Median Family Income as defined by the Department of Housing and Urban Development (HUD) on an annual basis as part of the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM. CCHCC shall use the Funds in accordance with the HOME ARP program guidelines outlined in 24 CFR Part 92 in carrying out the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM in the manner described below:

- (a) CCHCC shall provide the GRANTOR with the budget and financial projection for each program year from the initial start of the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM to the termination for each client.
- (b) CCHCC shall provide the GRANTOR with case management documentation for the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM as described in Attachment A and attached hereto and by reference made a part hereof.

#### Section 2: Affordability

CCHCC shall comply with all income determinations and subsidy limit requirements of the HOME ARP Program as set forth in HUD Regulations 24 CFR 92.209, as applicable. CCHCC shall verify each family's income eligibility by determining the family's annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. CCHCC is required to re-examine and document the family's income annually if assistance extends beyond one year.

The maximum subsidy limits are published by the Department of Housing and Urban Development annually and the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM shall adhere to these limits.

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and CCHCC has submitted all necessary demographic and financial information to the GRANTEE.

### Section 3: HOME ARP Project Requirements

#### Project Requirements:

The GRANTOR shall provide HOME ARP funds not to exceed **\$296,850** for eligible costs as described in 24 CFR 92.209.

The GRANTOR and CCHCC agree that HOME ARP funds provided will be used for only those eligible costs listed in 24 CFR 92.209, including: operating costs, case management, and supportive services costs. Administrative costs are not eligible, and as such will not be reimbursed by the GRANTOR.

All clients served must meet the income guidelines at or below 60 percent of the Median Family Income, as published by the Department of Housing and Urban Development each year. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

#### List of Documents

The following documents have been added to or made a part hereof by reference:

### Attachment 1 – Program Description Attachment 2 – Standard Form-LLL, "Disclosure Form to Report Lobbying"

# Section 4: Other SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM Requirements

A. Non-discrimination and Equal Opportunity

CCHCC agrees that there shall be no discrimination against any person who is employed in carrying out the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CCHCC further agrees to the following:

- 1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the GRANTOR and HUD.
- 2. It shall furnish the GRANTOR and HUD with information as they may require for the supervision of such compliance and will otherwise assist the GRANTOR and HUD in the discharge of primary responsibility for securing compliance.
- 3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the GRANTOR, or HUD.
- 4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.

# B. Conflict of Interest

CCHCC guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. CCHCC agrees that no members of the governing body of the locality in which CCHCC is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the AGREEMENT during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this AGREEMENT. Unless expressly permitted by U.S. Department and Housing and Urban Development ("HUD"), CCHCC agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of CCHCC and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME ARP funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME ARP-assisted activities, may obtain a financial interest or benefit from the HOME ARP-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the GRANTOR, no officer, employee, agent or consultant of CCHCC, may occupy a HOME ARP-assisted affordable housing unit in a project.

# C. Air and Water

CCHCC agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

# Section 5: Records and Reports

A. Records

CCHCC authorizes the GRANTOR and HUD to conduct on-site reviews, examine tenant income records, and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. CCHCC will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at June 2030). Records to be retained include, but are not limited to: case management, initial income verification and source documentation, and documentation used to request re-imbursement of expenses. CCHCC shall maintain such records and accounts, including program records, project records; financial records; equal opportunity records; records demonstrating compliance with the income determination and requirements of 24 CFR 92.203; record keeping requirements of 24 CFR 92.356; records demonstrating compliance with the lead-based paint requirements of 24 CFR 92.356; and any other records as are deemed necessary by the GRANTOR to assure a proper accounting and monitoring of all HOME ARP Funds. In the event the GRANTOR determines that

such records are not being adequately maintained by CCHCC, the GRANTOR may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the GRANTOR, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. CCHCC will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The GRANTOR's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. CCHCC shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) For Case Management and supportive services, records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- B. <u>Reports</u>

CCHCC agrees to submit to the GRANTOR the reports as described in this section. CCHCC will ensure that all documents related to these reports shall be kept for a period of five (5) years after project's affordability period has been completed (estimated at June 2030). Records to be retained include, but are not limited to: receipts and invoices for materials, supplies, and services; documentation used to request re-imbursement of expenses, case management and documentation of household income eligibility.

#### Section 6: Enforcing of Agreement

A default shall consist of any use of HOME ARP Program funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME ARP Program guidelines as outlined in 24 CFR Part 92, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME ARP Program funds in a timely manner, or a misrepresentation in the application submission which, if known by GRANTOR and/or HUD, would have resulted in HOME ARP Program funds not being provided. Upon due notice to CCHCC of the occurrence of any such default and the provision of a reasonable opportunity to respond, the GRANTOR may take one or more of the following actions:

- (a) Direct CCHCC to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Direct CCHCC to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME ARP Program funds for the activities;

- (d) Reprogram HOME ARP funds that have not yet been expended from affected activities to other eligible activities or withhold HOME ARP Program funds;
- (e) Direct the CCHCC to reimburse the GRANTOR'S HOME ARP Program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME ARP Program funds for affected activities;
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

For purposes of this AGREEMENT, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by CCHCC of the GRANTOR's written notice of default. No delay or omission by GRANTOR and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any CCHCC default.

Unless the CCHCC's default is waived, the GRANTOR may, upon twenty-four (24) hour written notice, terminate this AGREEMENT for said default. Waiver by the GRANTOR of CCHCC's default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the CCHCC and the GRANTOR if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

#### Section 7: Request for Disbursement of Funds

CCHCC shall not request disbursement of HOME ARP Program funds until HOME ARP Program funds are needed to pay eligible costs related to the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performanceprogress reports. The GRANTOR shall make payment to CCHCC within fourteen (14) calendar days of receipt of a complete and acceptable request by the GRANTOR. The GRANTOR reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "CCHCC". All monies granted to CCHCC pursuant to this AGREEMENT shall be expended by **June 30, 2025**. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME ARP Program activities.

#### Section 8: Duration of Agreement

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until the latest of the following dates or events: June 30, 2025; or five years after project completion when all files may be destroyed in accordance with State and Federal law.

#### ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the GRANTOR pursuant to this AGREEMENT shall in no way obligate the GRANTOR for any financial responsibility incurred by the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM in excess of the funding pledged herein. The GRANTOR reserves the right to withhold pledged funds if the GRANTOR is not satisfied with the CCHCC's compliance with the terms and conditions of performance outlined in this AGREEMENT.

# ARTICLE III: CERTIFICATIONS

CCHCC represents the following with respect to this AGREEMENT.

- A. CCHCC possesses legal authority to receive HOME ARP Program funds from the GRANTOR and to undertake and execute the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM as described herein.
- B. The governing body of CCHCC has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of CCHCC to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. CCHCC, its successors and assigns, agrees to develop and operate the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM in accordance with HOME ARP Program regulations promulgated at 24 CFR Part 92.
- D. CCHCC agrees to give maximum feasible priority to very low-income persons when administering the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM described herein.
- E. CCHCC shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM. CCHCC agrees to maintain financial records in accordance with applicable Federal guidelines 2 CFR Part 200. CCHCC shall separately and accurately identify use of HOME ARP funds pursuant to this AGREEMENT.
- F. CCHCC shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which CCHCC receives federal financial assistance.
- G. CCHCC shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- H. No Federal appropriated funds have been paid or will be paid, by or on behalf of CCHCC, to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CCHCC will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," as provided in "Attachment 2" and in accordance with the corresponding instructions.

- I. CCHCC shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROGRAM.
- J. CCHCC shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this AGREEMENT. CCHCC shall be liable to perform all acts to the GRANTOR in the same manner as the GRANTOR performs these functions to the Federal government.
- K. CCHCC shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, or agents of CCHCC, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM, whether such loss, damage, injury, or liability is contributed to by the negligence of the GRANTOR or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that CCHCC shall have no liability for damages or the costs incident thereto caused by the sole negligence of the GRANTOR, or its officers, employees, or agents.
- L. CCHCC shall have full control of the ways and means of performing the services referred to herein. CCHCC acknowledges and agrees that its employees, representatives, and agents may in no respect be considered employees of the GRANTOR.

#### **ARTICLE IV: NOTICES**

Notices and communications under this AGREEMENT shall be sent first class, prepaid to the respective parties as follows.

TO THE GRANTOR:	Sheila Dodd, Manager Grants Management Division 400 South Vine Street Urbana, Illinois 61801
TO:	Claudia Lenhoff, Executive Director CCHCC

# 44 E Main St., Suite 208 Champaign, IL 61820

### ARTICLE V: CONTINGENCIES

This AGREEMENT, including the provision of funds by the GRANTOR for the SPECIAL POPULATIONS CASE MANAGEMENT PROGRAM as described herein, is contingent upon the signing of GRANTOR and CCHCC.

### ARTICLE VI: ASSIGNMENT

CCHCC shall not assign this AGREEMENT, nor any part thereof, without prior written approval of the GRANTOR.

### ARTICLE VII: MODIFICATION

No modification of this AGREEMENT shall be effective unless in writing and executed by the parties hereto.

# ARTICLE VIII: EXECUTION OF AGREEMENT

This AGREEMENT shall be binding upon the GRANTOR and CCHCC, their successors and assigns, and shall be effective as of the date executed by the Mayor of Urbana and attested by the City Clerk.

# ARTICLE IX: PROJECT PUBLICITY

Any news release or other type of publicity pertaining to the work performed pursuant to this AGREEMENT must recognize GRANTOR as a Subrecipient, funded by HUD.

# ARTICLE X: MONITORING AND EVALUATING

The GRANTOR shall be responsible for monitoring and/or evaluating all aspects of the services provided by CCHCC under this AGREEMENT. The GRANTOR shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the GRANTOR or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the CCHCC'S performance under this AGREEMENT, the GRANTOR shall make on-site inspections annually or as often as it deems necessary. Failure by the CCHCC to assist the GRANTOR in this effort, including allowing the GRANTOR to conduct the on-site inspections and have access to the CCHCC'S records, shall result in the imposition of sanctions as specified in Article I Section 6 herein.

Said evaluation may be accomplished by the GRANTOR through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

# ARTICLE XI: INDEMNIFICATION

CCHCC shall to the fullest extent allowed by law defend, hold harmless and indemnify the GRANTOR from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the GRANTOR may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to CCHCC;
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by CCHCC;
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of CCHCC or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT.

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the GRANTOR upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the GRANTOR at once shall give notice in writing thereof to CCHCC by registered or certified mail addressed to CCHCC. Upon receipt of such notice, CCHCC, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the GRANTOR.

# ARTICLE XII: SIGNATURE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its officers as of the date first written above.

### **GRANTOR:**

Diane Wolf Marlin, Mayor

Phyllis Clark, City Clerk

STATE OF	ILLINC	DIS	

COUNTY OF CHAMPAIGN

CCHCC:

Claudia Lennoff, Executive Director

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Claudia Lenhoff, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as his free and voluntary act in his capacity as Executive Director of CCHCC, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this <u>3</u> day of <u>Jebulary</u> \_, 2023.

) SS

"OFFICIAL SEAL" **TERESA ANDEL** NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9-8-2026

Leresa Andel

Notary Public

#### - Attachment 1 CHA ARERET

"DEPICIAL SEAL"

CCHCC will expand its Supportive Services program to serve a greater number of homeless individuals, as well as formerly homeless individuals who are living in transitional or permanent housing. The Supportive Services we will provide will include outreach and enrollment in various public benefits programs for which each individual will qualify, including Medicaid or Medicare health insurance, SNAP (food stamps), LIHEAP (where appropriate), and disability application services. In addition, we will assist this population with access to health care, including primary and specialty care, mental health and behavioral health, dental, and vision services. In addition, CCHCC will provide financial assistance for prescription medications through our Rx Fund program, which pays for prescriptions for individuals who cannot afford them. We will also assist with referrals to other services and agencies, including legal services.

These supportive services, in which CCHCC has extensive expertise, will help stabilize individuals who are homeless, including those who are navigating the housing system. Getting resources and benefits for this population is of paramount importance for creating a foundation of health, safety, and economic stability.

Homeless individuals often lose their eyeglasses and prescription medications. CCHCC routinely works with homeless individuals to help them with these issues, as well as public benefits such as Medicaid and SNAP. Homeless individuals comprise approximately 20% of CCHCC's clientele, but there is still unmet need for the services in which CCHCC specializes, so our capacity to serve this population needs to be increased.

We are proposing a two-year program which would allow us to hire and train two new staff members to be dedicated to serving this population. The new staff would be an Outreach and Enrollment Community Health Worker who would specialize in access to care and public benefits such as Medicaid, SNAP, and LIHEAP, etc.; and the other staff member would be a Disability Application Specialist who would work with individuals to help them qualify for disability programs such as SSI or SSDI. Qualifying for disability benefits means that individuals would have a permanent monthly source of income, which would help stabilize their lives financially, and it would also provide them with an official designation of being "disabled", which would allow them to qualify for additional benefits, including subsidized housing.

Individuals who are homeless are far more likely to have disabling conditions than the general population. They are also more likely to have head injuries, which can make applying for, and navigating benefits systems all the more challenging. Furthermore, individuals who are homeless – and especially those who are actively working toward permanent housing, are often stymied in their efforts as a result of outstanding debts (for example, utilities) and legal issues (child support, etc.). These problems can significantly hamper an individual's efforts to be successful in getting housed. As part of this program, CCHCC would do extensive outreach to all the agencies and organizations that work with homeless individuals in order to help inform them of our services, and facilitate referrals for these services. In addition, CCHCC would also do "street outreach" to find individuals who are homeless but who may not be engaging in services or staying at shelters. The target population is homeless individuals, near-homeless individuals, and recently homeless individuals who are in transitional shelter or housing, and/or permanent housing.

Attachment 2 - Standard Form-LLL, "Disclosure Form to Report Lobbying"