

AGREEMENT WITH UNITED METHODIST OPEN DOOR

This Contract entered into as of this _____ day of _____ 2012, by and between the United Methodist Open Door of Wichita, Inc, hereinafter referred to as "UMOD," and Sedgwick County, Kansas hereinafter referred to as "County."

WITNESSETH:

WHEREAS, UMOD is the recipient of a one-year grant award from the U.S. Department of Housing and Urban Development (HUD) for a Permanent Supportive Housing Project for chronically homeless individuals with a disabling mental illness and possible substance abuse disorder; and

WHEREAS, in accord with the HUD grant award, UMOD wishes to make available case management and related serves to project recipients; and

WHEREAS, County, on behalf of its community mental health center COMCARE, warrants that it is capable of providing the services hereinafter described.

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

1. Employment: UMOD hereby agrees to engage County as an independent contractor and County hereby agrees to fulfill the purpose, goals and objectives specified in Appendix A hereof as an independent contractor.
2. Term: The term of this contract shall be for a period of one year, commencing April 1, 2012, and ending, March 31, 2013, with possible one-year renewals after the ending date subject to approved grant funding from the U.S. Department of Housing and Urban Development (HUD).
3. Scope: County shall do, perform and carry out in a satisfactory and proper manner, as determined by UMOD and/or HUD representatives, the contract purpose, goals and objectives as specified in Appendix A.
4. Compensation: UMOD and County expressly understand and agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid hereunder to County for performance of this contract exceed the maximum cash amount of \$15,818.00 for one year. The grant from UMOD will cover \$15,818.00 and County agrees to provide in-kind case management services for use as match of the HUD grant funds in the amount of \$3,955.00. UMOD's payments are to be made upon billing on a monthly basis. All payments require an invoice and receipt of required financial and program progress reports. The parties understand and agree that in the event that the amount of funds UMOD receives from HUD is less than anticipated, UMOD may decrease the total compensation and reimbursement to be paid hereunder.

5. Indemnification Agreement. Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

6. Termination of Contract.
 - A. Termination for Cause. If UMOD shall fail to fulfill in a timely and proper manner its obligations under this contract, or if UMOD shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to UMOD of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

 - B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Whether this contract is canceled by County or Contractor as provided herein, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

7. Incorporation of Appendices: Appendix A –Purpose, Goals, Objectives and Appendix B – Budget are attached hereto and made a part hereof as if fully set out herein.

IN WITNESS WHEREOF, UMOD and County have executed this contract as of the day and year first above written.

UNITED METHODIST OPEN DOOR OF SEDGWICK COUNTY, KANSAS
WICHITA, INC.


Deann Smith, Executive Director

Tim R. Norton, Chairman
Board of County Commissioners

APPROVED AS TO FORM ONLY:

ATTEST:


Jennifer Magana, Deputy County Counselor

Kelly B. Arnold, County Clerk

**APPENDIX A – PURPOSE, GOALS, OBJECTIVES
COMCARE OF SEDGWICK COUNTY
CENTER CITY HOMELESS PROGRAM**

1. PURPOSE: COMCARE of Sedgwick County’s Center City Homeless Program and United Methodist Open Door agree to provide in-home case management and related mental health services for individuals served through the Permanent Supportive Housing Project for chronically homeless individuals. Supportive Housing Program funds will be used to partially support .65 FTE case management position, serving 10-12 people in Safety Net, all of whom have a severe and persistent mental illness.

2. GENERAL PROVISIONS:
 - A. It is understood that County’s records used in the preparation of all reports are subject to review by UMOD and/or HUD representatives to insure the accuracy and validity of the information reported.
 - B. It is mutually agreed upon by and between UMOD and County that this contract will be evaluated by UMOD and/or HUD representatives in terms of obtaining goals and objectives.
 - C. County shall provide written notice to the Executive Director of UMOD if it is unable to provide required quantity or quality of service.
 - D. County agrees to submit program progress and financial reports for each service objective monthly. Program progress reports should address the goals and objectives as stated in the contract. Financial reports should provide a line item account of how the funds were expended as set out in Appendix B. If the reports are not received in a timely manner, County shall be subject to suspension of payment until reports have been received.

Service Description

- A. The COMCARE Homeless Services Case Manager will:
 1. Work with the project participants to complete a strengths assessment for each person.
 2. Work to assess initial and on-going needs related to mental health support, addiction recovery support (if needed), physical health care, daily living skills, housing stability, education, financial/employment, social support and use of leisure time.
 3. Assist project participants to develop an individualized treatment plan with identified goal areas to guide the participant and case manager in accessing resources to address needs and enhance participants’ daily living skills.
 4. Link project participants to needed community services, including ensuring transportation arrangements are made and/or accompanying participants, when appropriate, to support access to the community services.

5. Assist project participants to increase income by applying for mainstream benefits, as appropriate, and/or connecting with employment related support services.
6. Assist project participants who are veterans to access appropriate benefits and services from the Veterans Administration.
7. Provide on-going support, as needed, to help achieve all individual goals identified on the treatment plan.
8. Provide documentation and do record keeping, as required.

Goals and Objectives

- A. Residential Stability – (72% or 8 of 11) Residents will receive no 30/14's from the landlord or will address/correct concerns within the allotted timeframe.
- B. Greater Self-Determination – (72% or 8 of 11) Residents will attend scheduled appointments at COMCARE 75 percent of the time or will cancel/re-schedule with at least 24 hours notice with minimal support.
- C. Increase skills/Income – (66% or 2 out of 3) Residents will maintain/obtain employment full-time or part-time or obtain SSI/SSDI benefits within six months of tenancy.

APPENDIX B – BUDGET

Description	Term of Service 04/01/12-03/31/13
UMOD HUD Grant for Case Mgmt Services	\$15,818
Sedgwick County Match Requirement	\$3,955