

PROJECT INDEPENDENCE, INC.
Contract For
MENTAL HEALTH REFORM ADULT SERVICES

This contract entered into as of this _____ day of _____ 2015, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and Project Independence, Inc. of Sedgwick County, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, County wishes to make available certain services to residents of Sedgwick County, Kansas; and

WHEREAS, Contractor 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**: County hereby agrees to engage Contractor as an independent contractor and Contractor hereby agrees to fulfill the purpose, goals and objectives specified in Appendix B hereof as an independent contractor.

2. **Term**: The term of this contract shall be for a period of one year, commencing July 1, 2015, and ending June 30, 2016, subject to approved grant funding from the State of Kansas to County for the entire fiscal year 2016. In the event that funding is not secured for the entire fiscal year 2016, this agreement shall expire December 31, 2015. This contract may continue for a reasonable time after June 30, 2016, if both parties agree to continue operating under the terms of this contract while they are actively developing a contract for fiscal year 2017.

3. **Scope**: Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by County, the purpose, goals and objectives necessary to accomplish the contract as they are specified in Appendix B.

4. **Compensation**: Contractor and County expressly understand and agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid hereunder to Contractor for performance of this contract exceed the maximum amount of \$59,000.00. Payments are to be made quarterly for one-fourth (1/4) the total amount, with the first payment due July 1st or upon contract approval. Subsequent payments will be due upon receipt and approval of the quarterly program and monthly financial reports. Monthly financial reports reconciling receipts and expenditures are due by the 30th day of the following month. The parties understand and agree that in the event the amount of funds County receives from the State of Kansas is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.

5. **Incorporation of Appendices**: Appendix A - General Provisions, Appendix B Purpose, Goals, Objectives, and Appendix C - Budget are attached hereto and made a part hereof as if fully set out herein.

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

ATTEST:


SEDGWICK COUNTY, KANSAS

Kelly B. Arnold, County Clerk

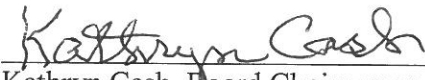
Richard Ranzau, Chairman
Board of County Commissioners

APPROVED AS TO FORM ONLY:

PROJECT INDEPENDENCE



Michael North,
Assistant County Counselor



Kathryn Cash, Board Chairperson

B. Inability to Perform Contract. It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

C. Cash Basis and Budget Laws. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

D. Non-Supplanting Existing Funds. Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

E. Unexpended funds. It is agreed by Contractor and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

6. PROGRAM INCOME.

Contract-related program income, if generated, shall be collected by Contractor and reported to County on Contractor's quarterly reports, required in Section Seven (7) below, and shall be used to offset the costs related to the program.

7. RECORDS, REPORTS AND INSPECTION.

A. Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

B. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

C. Reports. During the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

D. Audit. Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County, upon request. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.

E. Availability of Records. Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract. Contractor gives SRS/MH &DD, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to its grant of funds.

F. Contractor's Purchasing Procedure. Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

G. Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

8. METHOD OF BILLING AND PAYMENT.

A. Billing Procedures. Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed on page 1 at paragraph 4 of this contract, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

B. Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Seven (7) above.

C. Reimbursement Restrictions. Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

D. Pre-disbursement Requirements. Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.

E. Mailing Address. Payments shall be mailed to Contractor's address as listed in paragraph 20 below.

9. PARTICIPANT INPUT.

Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

10. LICENSES AND PERMITS.

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

11. INSURANCE REQUIREMENTS

Contractor shall annually provide a certificate of insurance to verify liability insurance. Sedgwick County shall be listed as an additional insured on the general liability policy, and the certificate should provide for at least a 10 day written notice of cancellation. If Contractor transports clients during services provided for under this agreement, evidence of auto insurance on the Certificate is required. Contractor shall also annually provide evidence of Professional Liability insurance, as appropriate. The above insurance requirements apply to all commercial vendors providing services for Sedgwick County.

12. EPA APPROVED BUILDING.

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

13. HANDICAPPED ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all

programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

14. ASSIGNMENT.

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

15. SUBCONTRACTING.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

16. PUBLICATION OF CONTRACT RESULTS.

A. **Copyright.** If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

B. **Documentation of originality or source.** All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County.

17. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. **Service Standards and Procedures.** Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B which covers the specific purpose, goals and objectives of this agreement.

B. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas.

C. **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

D. **Access to Meetings.** Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

18. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Contractor fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.

D. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

E. Contractor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

19. TERMINATION OF CONTRACT.

A. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor 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 Contractor 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.

In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

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.

20. 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.

21. NOTIFICATION.

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Comprehensive Community Care Of Sedgwick County
Attn: Marilyn Cook, Director
635 N. Main,
Wichita, KS 67203-3752
PHONE (316) 660-7600
FAX (316) 660-7510

Sedgwick County Legal Department
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Contractor: Project Independence
Attn: Rene' Strunk
310 S. Ida
Wichita, KS 67211

22. AMENDMENTS TO AGREEMENT.

To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any change which affects contract objectives must be approved by COMCARE and the Sedgwick County Board of Commissioners. Any line item change to the approved Appendix C - budget, must be requested and justified in writing to COMCARE and approved by said department. Line item changes exceeding ten percent (10%) of the approved line item amount must be presented to and approved by the Executive Director of COMCARE.

23. CERTIFICATE OF TAX CLEARANCE.

Annually Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than 30 days prior to beginning date of the contract term.

23. DEBARMENT/SUSPENSION

Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the Excluded Parties List System (EPLS) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been placed on the Excluded Parties List System (EPLS) and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the EPLS, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under EPLS and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.

APPENDIX B
PURPOSE, GOALS, OBJECTIVES
PROJECT INDEPENDENCE

1. Purpose Project Independence is a consumer-run organization offering social activities and opportunities for leadership, education, training and research in a drop-in setting. The services shall be operated by Contractor at its facilities located at 310 S. Ida, Wichita, KS 67211 and various community locations.
2. General Provisions
 - A. Contractor agrees that any funds provided for services under this contract which are unexpended upon termination of this contract will be returned to County.
 - B. It is understood that Contractor's records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
 - C. It is mutually agreed by and between County and Contractor that this contract will be evaluated by County in terms of obtaining goals and objectives.
 - D. Contractor shall provide written notice to the Executive Director of COMCARE of Sedgwick County if it is unable to provide the required quantity or quality of service.
 - E. Contractor agrees to submit monthly financial reports by the 30th day of the following month. Program reports are due by the 20th day of the month following each calendar quarter to the Contract Administrator of COMCARE of Sedgwick County at 635 N. Main. If the reports are not received by the aforementioned deadline, Contractor shall be subject to suspension of payment until the reports have been received.
 - F. Contractor shall participate in ad hoc CSS System of Care meetings as needed to provide feedback to subcommittees and to help achieve system goals.
 - G. Contractor agrees to retain a professional bookkeeper or accountant to pay expenses, prepare tax statements and prepare all financial reports. The name, address and phone number of the bookkeeper/accountant shall be provided to COMCARE. Any changes to accounting service shall be reported to COMCARE.

- H. Contractor agrees the contract budget and financial reports must reflect all sources of income over \$500 and total expense by line item. Expenses reported must include employee payroll taxes listed separately from wages.
 - I. The Board of Directors of Project Independence must be comprised of no less than five members with vacancies leaving the board below five members filled within 60 days whenever they occur.
3. Eligibility Requirements for Consumers: Consumers' eligibility requirements are that they are such persons who are age 18 and over who have a mental illness and may have a co-occurring substance abuse problem.
4. General Program Requirements: Contractor agrees to:
- A. Maintain a schedule of operation that includes evening hours at least three days per week.
 - B. Offer transportation services for consumers who have no other means of transportation to Project Independence.
 - C. Project Independence will secure and maintain an answering machine to improve accessibility and communication to members, COMCARE and other constituents.
5. FY16 Objectives:
- A. CRO Statewide Measures**
- 1. The number of hours open per quarter (goal is 316);
 - 2. The number of days open per quarter (goal is 46);
 - 3. An unduplicated number of members participating per quarter (goal is 90);
 - 4. The average daily attendance at CRO activities per quarter (goal is 25);
 - 5. The unduplicated volunteerism per quarter (goal is 50);
 - 6. Planned and organized social events per quarter (goal is 30).
- B. Leadership:**
- L1: The Budget Committee will seek funding at least once each quarter in FY16.
- L2: In FY16 a minimum of ten PI members will transition into leadership positions by doing one of the following:
- Volunteering in the store
 - Leading a group or activity
 - Participating with the Board of Directors duties

C. Education:

E1. Three PI members per quarter will visit local hospitals, nursing homes, veterans administration and mental health day programs to educate their people about recovery and the PI program.

E1.2. A minimum of three peer support visits will be made per quarter.

E2. PI volunteers will provide presentations to five civic and community organizations (including first responders) to educate their people about mental illness and PI by the end of FY16.

E3. Five members per quarter will offer peer support to other members per quarter

By:

- a.) Assisting members in self care to continue in recovery by sharing their story of success and positive coping skills.
- b.) Offering aid to members in the community when needed to go to the crisis center, hospital, or to offer repite care.
- c.) Assist homeless members to obtain temporary housing and offer support by refferral to other agencies.

E4. Five members per quarer will offer peer support to other members by:

- a) Do outreach to members not attending for a quarter;
- b) Assist members in self care to continue recovery by sharing their success and positive coping skills;
- c) Offering aid to members in the community when needed to go to the crisis center, hospital or to over respite care;
- d) Assist homeless members to obtain temporary housing and offer support by referring to other agencies.

D. Training:

T1. During FY16, PI will train five members to develop and present educational programs to members of PI.

T2. Eight PI members will be trained in giving presentations and telling their story to inform other consumers that recovery is possible in FY16.

E. Quality of Life:

QL1. Twenty members will attend W.H.A.M and Ask-A-Nurse classes per year.

QL1.2 Ten members will attend Life Skills Recovery Group per quarter.

APPENDIX C - BUDGET

Project Independence Budget FY 2016

Rent & Utilities	\$48,160
Travel & Subsistence (van, gas, mileage, tags, etc.)	\$6,840
Professional Fees (accounting fees)	\$4,000
 TOTAL GRANT	 \$59,000