

HOUSING FIRST AGREEMENT

This contract entered into as of this _____ day of _____ 2015, by and between the City of Wichita, a municipal corporation (“City” or “Contractor”) and Sedgwick County, Kansas (“County”).

WITNESSETH:

WHEREAS, City and County formed a Taskforce to End Chronic Homelessness (TECH) to develop a plan to effectively address the needs of people experiencing chronic homelessness; and

WHEREAS, the TECH plan to end chronic homelessness included implementation of a Housing First model program; and

WHEREAS, County wishes to contract with City for implementation of a Housing First model as 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 City as an independent contractor and City hereby agrees to fulfill the purpose, goals and objectives specified in Appendix B – Purpose and Outcomes.
2. Term: The term of this contract shall be for a period of one year, commencing January 1, 2016 and ending December 31, 2016. This contract may continue for a reasonable time after December 31, 2016, if both parties agree to continue operating under the terms of this contract while they are actively developing a contract for 2017.
3. Scope: City shall do, perform and carry out implementation of a Housing First Model Program to serve individuals who meet the criteria for chronic homelessness and have a disability (as defined by the U.S. Department of Housing and Urban Development) in a satisfactory and proper manner, as determined by County and in conformance with the criteria outlined in Appendix B – Purpose and Outcomes.
4. Compensation: City and County expressly understand and agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid hereunder to City for performance of this contract exceed the maximum cash amount of \$191,368.00 for rent support for approximately 32 apartments. Payments will be made monthly on a reimbursement basis upon receipt of an invoice detailing expenditures for the prior month. An invoice is required for payments to be processed. Additionally, City agrees to report to County quarterly as outlined in Appendix B – Purpose and Outcomes.

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. Provided, however, that such indemnification shall not be required to the extent that either the indemnified party or the indemnifying party has (or but for the indemnity, would have) a defense against or limitation of the subject liability under the Kansas Tort Claims Act.

6. 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.

7. Incorporation of Appendices: Appendix A - General Contractual Procedures; Appendix B - Purpose and Outcomes; and Appendix C - Budget are attached hereto and made a part hereof as if fully set out herein.

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

SEDGWICK COUNTY, KANSAS

CITY OF WICHITA, KANSAS

Richard Ranzau, Chairman
Board of County Commissioners

Jeff Longwell, Mayor
Wichita City Council

ATTEST:



Kelly B. Arnold, County Clerk

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mike North, Assistant County Counselor

Jennifer Magana, Director of Law

APPENDIX A
SEDGWICK COUNTY GENERAL CONTRACTUAL PROVISIONS

Important: This form contains mandatory contract provisions for Sedgwick County Government (hereinafter "County") and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor-contractor's standard contract form, that form must be altered to contain the following provision:

"The provisions found in the Contractual Provisions Attachment which is attached hereto are hereby incorporated in this contract and made a part hereof."

1. AUTHORITY TO CONTRACT.

- 1.1 **Affirmation of Legal Authority.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.
- 1.2 **Required Documentation.** Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish: (1) evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and (2) a copy of the Corporation Resolution evidencing the authority to sign Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. INDEPENDENT CONTRACTOR RELATIONSHIP.

It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

3. PERSONNEL.

- 3.1 **Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Agreement.
- 3.2 **Minimum Wages.** Contractor will comply with the minimum wage and maximum hours

provisions of the Federal Fair Labor Standards Act.

- 3.3 Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their 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.
- 3.4 Contractor's Safeguard.** The parties to this Agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this Agreement, Contractor assumes an affirmative and ongoing duty during the pendency of this Agreement to maintain compliance with requirements set forth in subsection 3.5 below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this Agreement.
- 3.5 Participant Safeguard.** Contractor certifies that:
- a) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this Agreement or during the pendency of this Agreement, or any individual who is known by Contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this Agreement.
 - b) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by Contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this Agreement.
 - c) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this Agreement, or during the pendency of this Agreement, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.
 - d) Any question concerning the interpretation of this subsection 3.5 and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this Agreement for the County. The Director's decision shall be final for purposes of compliance with this Agreement. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Contractor shall not be held accountable for cases in which diversions or deferred judgments are not reflected in

an individual's criminal record, or for expunged convictions, if Contractor would have no other reasonable way of knowing of these acts.

- 3.6 **Revocation.** It is understood that this Agreement may be revoked at the discretion of the County if Contractor is in violation of Subsection 3.5. No penalty shall be assessed to the County for revocation of this Agreement in the event of a breach of any portion of Appendix A, Section 3.5.

4. PROHIBITION OF CONFLICTS OF INTEREST.

- 4.1 **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 4.2 **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.
- 4.3 **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement this Agreement will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. FUNDING.

- 5.1 **Reprogramming of Funds.** It is understood and agreed that in the event the amount of funds the County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.
- 5.2 **Inability to Perform Contract.** It is further understood and agreed that in the event Contractor's rate of progress on this Agreement 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.
- 5.3 **Non-Supplanting Existing Funds.** Contractor assures that grant funds made available under County mill levy grants and administered under this Agreement 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.

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

5.5 **Cash Basis and Budget Laws.** The right of both Sedgwick County and Contractor 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 and Contractor shall at all times stay in conformity with such laws, and as a condition of this Agreement both parties reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of either party's legal counsel, the Agreement may be deemed to violate the terms of such laws.

6. RECORDS, REPORTS AND INSPECTION.

6.1 **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 Agreement shall be clearly identified and readily accessible to both parties to this Agreement.

6.2 **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 Agreement, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

6.3 **Reports.** During the term of this Agreement, 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 Agreement. 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 Agreement.

6.4 **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.

6.5 **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 Agreement and for a three (3) year period following final payment under the terms of this Agreement.

- 6.6 **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.
- 6.7 **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7. METHOD OF BILLING AND PAYMENT.

- 7.1 **Billing Procedures.** Contractor agrees that billings and payments under this Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in this Agreement, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this Agreement.
- 7.2 **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Six above.
- 7.3 **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the Agreement 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 Agreement purpose or was not authorized by the Agreement.
- 7.4 **Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to this Agreement prior to any disbursements being made by County to Contractor.
- 7.5 **Notifications.** Notifications required pursuant to this Agreement 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, Executive Director
934 North Water
Wichita, KS 67203

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203 3790

Contractor: City of Wichita
Attn: Mark Manning, Interim Housing Director
332 North Riverview
Wichita, KS 67203

And

City of Wichita Legal Department
Attn: Contract Notification
455 North Main
Wichita, Kansas 67202

8. PARTICIPANT INPUT.

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

9. LICENSES, PERMITS AND INSURANCE.

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this Agreement. 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, without penalty.

10. EPA APPROVED BUILDING.

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Agreement 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.

11. 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), as amended, 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.

12. ASSIGNMENT.

Neither this Agreement nor any rights or obligations created by it shall be assigned or

otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

13. AMENDMENT.

Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

14. SUBCONTRACTING.

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

15. PUBLICATION OF CONTRACT RESULTS.

15.1 Copyright. If this Agreement 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.

15.2 Documentation of originality or source. All published material and written reports submitted under this Agreement or in conjunction with the third party agreement under this Agreement 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.

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

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

16.2 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.

17. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this Agreement, 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

Agreement 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 with 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 Agreement and it may be canceled, terminated or suspended, in whole or in part, by County, without penalty.
- 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 Agreement and it may be canceled, terminated or suspended, in whole or in part by County, without penalty.
- 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.

The provisions of this section shall not apply to an agreement entered into by a contractor who: (1) employs fewer than four employees during the term of this Agreement; 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).

18. 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 Agreement renewal/initiation and be dated no more than (thirty) 30 days prior to the beginning date of the Agreement term.

19. 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 System for Award Management (SAM) 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 excluded from the system and any federal funding received or to be received by the County in relation to this agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision in this agreement. 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 the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

20. TERMINATION.

20.1 Termination for Cause. Either party may immediately terminate this Agreement, by giving written notice of termination to the other, upon the occurrence of any of the following events:

1. A party breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) calendar days after the non-breaching party gives written notice describing the breach in reasonable detail.
2. A party dissolves or liquidates or otherwise discontinues substantially all of its business operations.

In the event of termination, such information prepared by Contractor to carry out this Agreement, 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 Agreement by Contractor and County may withhold payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined. County shall also be able to seek any other remedy available under Kansas law.

20.2 Termination on Other Grounds. This Agreement may be terminated by County upon thirty (30) days written notice to the Contractor, stating the effective date of the termination, which shall be no earlier than sixty (60) days from the date and time specified therein. When this Agreement 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. Contractor shall be paid for work satisfactorily completed, so long as the provisions in this Appendix A applicable to Billing and Payment have been met by Contractor.

20.3 Payment Calculation upon Termination. In the event of termination under this Agreement by either party, for any of the reasons listed above, any amount owed Contractor will be calculated based solely upon the fair value to the County provided by Contractor to the point of termination. In the event of termination, County will only pay Contractor the value of such Contractor's work to the point of termination which remains usable by County. In no event after termination will Contractor be entitled to an amount in excess of the maximum Agreement amount.

21. INDEMNIFICATION.

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. Provided, however, that such indemnification shall not be required to the extent that either the indemnified party or the indemnifying party has (or but for the indemnity would have) a defense against or limitation of the subject liability under the Kansas Tort Claims Act.

22. INSURANCE REQUIREMENTS.

Contractor shall annually provide evidence of its self-insured status at a time concurrent to the signing of this Agreement. Contractor shall also annually provide evidence of Professional Liability Insurance, as appropriate.

23. CONFIDENTIAL INFORMATION.

The parties agree that this Agreement and the relationship it represents requires the exchange of confidential information over the course of normal business. Confidential information is information not generally known by non-party personnel, including, but not limited to, financial, marketing, and other proprietary information. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall use reasonable efforts not to disclose such Confidential Information to any third party, subject to County's obligations under the Kansas Open Records Act, K.S.A. 45-215 *et seq.*

24. WARRANTIES AND REPRESENTATIONS.

Contractor warrants and represents that it will perform any and all services hereunder in a professional and workmanlike manner. Contractor shall immediately correct any error or defect at no additional cost to County. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise. This warranty is in addition to any warranty that may be implied or imposed by operation of law.

25. SEVERABILITY CLAUSE.

In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

APPENDIX B – PURPOSE AND OUTCOMES

CITY OF WICHITA – HOUSING FIRST INITIATIVE

It is mutually agreed by and between County and City that it is the purpose of this contract for City to implement a Housing First model program to serve individuals who meet the criteria for chronic homelessness and have a disability (as defined by the U.S. Department of Housing and Urban Development) through its Housing and Community Services Department.

1. GENERAL PROVISIONS.

- A. It is understood that City's records used in the preparation of all reports are subject to review by County to ensure the accuracy and validity of the information reported.
- B. It is mutually agreed by and between County and City that this contract will be evaluated by County in terms of meeting purpose and outcomes.
- C. City shall provide written notice to the Division of Human Services if it is unable to provide the requested quantity or quality of service. This written notice shall include a plan to address the issues affecting quantity and/or quality of services being provided.
- D. City agrees to submit a program progress report covering the outcomes as listed below by the 15th day of the month following each calendar quarter. Financial reports are due no later than the 15th day of the month following the end of each calendar quarter. Reports should be in a format acceptable to County. A report template is available. The report should be sent to the Division of Human Services Homeless Plan Specialist (e-mail address available upon request). The program progress report should address the outcomes as stated in the contract. Financial reports should provide a line item account of how the funds were expended over the last quarter in accordance with the budget as set out in Appendix C. If the reports are not received by the aforementioned deadline, City may be subject to suspension of payment until the reports have been received and approved.
- E. Sedgwick County funds will only be used to serve individuals who meet the criteria for chronic homelessness and have a disability as defined by the U.S. Department of Housing and Urban Development.

2. SERVICE DESCRIPTION.

A Housing First program is designed to end homelessness and support recovery for individuals who are homeless and have a disability. The Housing First model is based on the belief that housing is a basic need and on a theoretical foundation that emphasizes consumer choice and harm reduction. The program addresses homeless individuals' needs

from a consumer perspective, encouraging them to define their own needs and goals, and provides immediate housing (in the form of apartments located in scattered sites) without any prerequisites for treatment.

Consumers' tenancy is not dependent on their adherence to treatment. Case managers work with consumers through housing loss, hospitalization, or incarceration and help consumers obtain housing after these episodes. While consumers can refuse services, the program requires them to meet with a case manager at least four times per month to ensure their safety and well-being.

Important components for all Housing First programs include:

- a) Case management is utilized to coordinate services that follow a housing placement;
- b) Housing is not contingent on the consumer's willingness to accept treatment services;
- c) Consumers are encouraged but not required to take medications or abstain from using substances to participate;
- d) Service plans are individualized and client driven;
- e) Assistance locating rental housing and lease negotiation, as well as relationship building with private market landlords; and,
- f) Housing placement is not time limited.

Sedgwick County is allocating \$191,368.00 for approximately 32 apartments in the Housing First Model Program. It is anticipated that 16 of the 32 apartments will be one-bedroom apartments but the figure can be adjusted contingent on County approval. Up to \$10,000 is budgeted for repairs.

3. OUTCOMES.

City agrees to report on outcomes quarterly. Performance reports are due by the 15th day of the month following the end of the calendar quarter. Reports should be submitted to the attention of the Division of Health and Human Services Homeless Plan Specialist at 635 N. Main, Wichita, KS 67203.

1. Maintain fidelity to the model as evidenced by adherence to the components listed above.
2. Reduction in length of stay in shelters as measured by time Housing First consumers spent in shelters during the last year as compared to length of time spent in shelters during the current year.
3. Number of consumers referred for Housing First services, placed in Housing First apartments, and number of consumers continuing in the Housing First program.
4. Reduction in subsidy amounts needed to continue housing participants, due to increases in participant income.
5. Reduction in homelessness for program participants as measured by consumers not re-entering the shelter system.
6. Number of positive exits from the Housing First program.

APPENDIX C - BUDGET

CITY OF WICHITA HOUSING FIRST PROGRAM

EXPENDITURE	BUDGETED AMOUNT
Rent and Security Deposit	\$181,368.00
Repairs	\$10,000.00
TOTAL	\$191,368.00