

EMERGENCY CRISIS HOUSING
AGREEMENT

This Emergency Crisis Housing Agreement (the "Agreement") is made effective this 1st day of July, 2018 by and between the Secretary of the Kansas Department for Aging and Disability Services ("KDADS") and COMCARE of Sedgwick County, Inc. ("Contractor"), hereinafter be collectively referred to as the "Parties".

WHEREAS, KDADS is in need of contractual services; and

WHEREAS, Contractor is a recognized vendor of such contractual services and desires to provide them to KDADS; and

WHEREAS, it has been determined by KDADS that the best interests of KDADS and the State of Kansas for Contractor to provide such business consultation services.

NOW, THEREFORE, pursuant to the terms and conditions set forth herein, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KDADS and Contractor agree as follows:

1. Contractor's Duties. Attached hereto and incorporated herein as Appendix B is a document entitled Scope of Work ("Scope of Work").

2. Compensation. The total amount payable under this Agreement shall not exceed \$200,000.00. Contractor shall submit a written, itemized invoice on a monthly basis. Assuming approval, the KDADS shall pay such invoice within 30 days of its receipt of the same.

3. Term of Agreement. The term of this Agreement shall commence on 1st day of July, 2018 and shall end on 30th day of June, 2019, unless earlier terminated pursuant to the provisions herein.

4. Agreement Termination, Default and Remedies:

- a. Any party may terminate this Agreement, other than as specified herein below, by giving written notice of the termination at least 20 calendar days prior to the date of termination stated in the written notice.
- b. KDADS may terminate this Agreement without prior notice upon making the determination that termination is necessary to avoid harm to the public, to prevent fraud or abuse, or to protect public funds.
- c. In the event that Contractor fails to perform a material provision of this Agreement, KDADS may, in addition to such other remedies provided for by law:
 - i. Terminate this Agreement; or
 - ii. Delay payment until KDADS verifies Contractor's performance.

5. Retention of and Access to Records. All records prepared pursuant to this Agreement shall be retained and safeguarded for a five-year period following termination of this

Agreement, and said records shall be made available to any other party to this Agreement, and independent auditor retained by any other party, the Secretary of Health & Human Services, the U.S. Comptroller General, the Auditor of the Kansas Legislative Division of Post Audit, or their designees. Each party shall bear the costs of storing, retrieving, and producing its records created and required to be kept under this Agreement.

6. Independent Contractor Status. At all times pertinent to this Agreement, Contractor shall perform as and hold the status of independent contractor. Nothing in this Agreement is intended to create or imply any type of employer-employee, principal-agent, master-servant, or any other relationship other than that of independent contractor as between KDADS and Contractor. KDADS shall not withhold any form of taxes, insurance, assessments, or other amounts from payment to Contractor. Contractor shall be solely responsible for payment of any and all taxes incurred as a result of this Agreement.

7. Approval of the Director of Purchases. The parties agree that no funds can or will be authorized under this Agreement until the Agreement is approved and the appropriate authority is granted in writing to KDADS by either KDADS Procurement Officer and/or the Director of the Division of Purchases, Department of Administration.

8. Incorporation of the State of Kansas Contractual Provisions Attachment. The provisions of Contractual Provisions Attachment, Form DA-146a (Rev. 6/12), a copy of which is attached hereto and identified as Appendix A, are incorporated by this reference as if the same were set forth in full herein.

9. Service of Notices. All notices required or which may be given pursuant to this Agreement shall be in writing, personally delivered by courier or commercial delivery service, or sent by facsimile and United States mail, first class, postage prepaid, to the following addresses or such other address as may be designated in writing by the named person during the term of this Agreement:

If to Contractor:

Joan Tammany, CMHC Executive Director
COMCARE of Sedgwick County, Inc.
635 N Main Street
Wichita, Kansas 67203

If to KDADS:

Charles Bartlett, Project Coordinator
Kansas Department for Aging and Disability Services
503 South Kansas Avenue
Topeka, Kansas 66603-3404

And

Christina Orton, Mental Health Program Manager
Kansas Department for Aging and Disability Services
503 South Kansas Avenue
Topeka, Kansas 66603-3404

And

Timothy E. Keck, Secretary
Kansas Department for Aging and Disability Services
503 South Kansas Avenue
Topeka, Kansas 66603-3404

With a copy to:

Chief Counsel, Legal Division
Kansas Department for Aging and Disability Services
503 South Kansas Avenue
Topeka, Kansas 66603-3404

10. Reporting. In addition to Contractor's duties and obligations described elsewhere in this Agreement, Contractor shall prepare and deliver written reports (the "Reports"). Reports shall be due as follows:

A. <u>Time Period</u>	<u>Report Due Date</u>
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See Appendix B: Scope of Work

11. Amendment or Assignment. Modification or amendment to this agreement shall be in writing and executed with the same formality as the original. Similarly, this Agreement shall not be assigned unless approved in writing by the parties hereto. All assignments not approved pursuant to this provision are void.

12. Prior Negotiations. This Agreement supersedes all prior negotiations and agreements between these parties with respect to the matters stated herein, and it represents the entire agreement of the parties.

13. Signatures. This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

14. Terms Read and Understood. The signatories to this Agreement certify that they have read this Agreement, have had opportunity to confer with counsel and fully understand all of the terms. The parties acknowledge and represent that they enter into this Agreement of their own free will, and not from any representation, commitment, promise, pressure or duress from any other party.

15. Cooperation. The parties agree to fully cooperate with each other in the performance hereunder, and shall execute such additional agreements, documents, or instruments, if any, as may reasonably be required to carry out the intent of the Agreement.

16. Waiver of Breach. Waiver of a breach in performance of any term of this Agreement by KDADS shall not be construed as a waiver of any subsequent breach of the same or any other performance or provision of this Agreement.

17. Invalidity. Any provision of this Agreement determined to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions, and in all respects the agreement shall be construed as if such invalid or unenforceable provision was omitted

18. Prior Negotiations. This Agreement supersedes all prior negotiations and agreements between these parties with respect to the matters stated herein, and it represents the entire understanding of the parties.

19. Binding Effect. The terms and acknowledgements set forth in the Agreement shall be binding upon the parties and shall inure to the benefit of the parties, and their respective successors, assigns, heirs, executors, administrators and representatives.

20. Dispute Among Contract Terms. In the event there is a dispute as to the priority and/or interpretation of contract terms, the parties intend that the following order shall control: First, the DA-146a; Second, the terms of the written Agreement; and Third, the Scope of Work.

21. Governing Law. This Agreement shall be governed by the laws of the State of Kansas. Should judicial intervention be required, the parties agree that venue shall only be property in the District Court for Shawnee County, Kansas.

22. Miscellaneous Provision.

Attachments:

Appendix A: DA 146a (rev. 06-12)

Appendix B: Scope of Work

Appendix C: Line Item Budget

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates noted herein.

**KANSAS DEPARTMENT FOR AGING
AND DISABILITY SERVICES**

By: _____

Name: Timothy E. Keck

Title: Secretary

Date: _____

**COMCARE OF SEDGWICK COUNTY,
INC.**

By: _____

Name: David T. Dennis, Chairman

Title: Commissioner, Third District

Date: _____

ACKNOWLEDGED BY:

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:



Michael L. Fessinger
Assistant County Counselor

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions 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, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July, 2018.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

APPENDIX B
EMERGENCY CRISIS HOUSING AGREEMENT
SCOPE OF WORK

I. Introduction and Summary:

The Emergency Crisis Housing Agreement provides emergency crisis housing, expenses for daily living, and barrier reduction for individuals over the age of 18, experiencing a housing crisis, who have a Severe and Persistent Mental Illness (SPMI), and who are willing to participate in case management. These individuals will be served by Rainbow Services, Inc. Crisis Center, Comcare of Sedgwick County Crisis Center, and Valeo Behavioral Health Care Crisis Center.

II. Crisis Housing Client Eligibility:

A. Client Eligibility: Clients will be eligible for this service based on the following criteria:

1. Must be 18 years of age or older
2. Must meet the Kansas state criteria for Severe and Persistent Mental Illness
3. Must currently be experiencing a housing crisis and experiencing homelessness
4. Willing to participate in case management services to facilitate permanent housing

B. Preference will be given to clients who are:

1. Discharging from Osawatomie State Hospital
2. Discharging from a private hospital's psychiatric unit
3. Discharging from COMCARE Community Crisis Center after stabilizing in the stabilization unit
4. Discharging from or waiting placement for NFMH
5. Discharging from inpatient substance abuse facility and/or waiting placement for inpatient substance abuse facility

III. Term of the Grant:

The term of this Agreement shall commence on 1st day of July, 2018 and shall end on 30th day of June, 2019, unless earlier terminated pursuant to the provisions herein.

IV. Outcome/ Goal(s):

The intent of this program will be to provide support to clients who are in a housing crisis, and require additional services and supports. This program will assist them in maintaining permanent housing.

V. Services to be Provided:

A. Psychosocial Rehabilitation: This service will focus on helping the clients their daily living skills that are imperative to:

V. Services to be Provided:

- A. Psychosocial Rehabilitation:** This service will focus on helping the clients their daily living skills that are imperative to:
1. Successfully maintain independent housing;
 2. Reinforcing and encouraging the use of the skills to help alleviate and manage symptoms being learned through case management;
 3. Putting into practice daily routines to help manage symptoms that may interfere with housing (i.e. Taking medications as prescribed);
 4. Developing skills to help manage symptoms of mental illness that may interfere with maintaining housing (i.e. Anxiety, impulsive behaviors as it relates to conflict resolution with neighbors and/or landlords); and
 5. This service will be offered in both a one-on-one and group setting.
- B. Attendant Care:** This service will provide prompting to assist the client in completing daily living activities that are critical to:
1. Maintaining housing;
 2. Provide monitoring as needed as clients are residing together in a congregate living setting;
 3. Provide supportive services as they are practicing the skills they are learning to living independently;
 4. Attendant Care (AC) services will be available 24/7; and
 5. AC is on-site to respond to situations that may occur.
- C. Peer Support Services:** This service will offer:
1. Support from someone who can relate to their situation based on first-hand experience;
 2. Assistance in learning strategies to:
 - a. Alleviate mental health symptoms;
 - b. Identify triggers that tend to exacerbate the mental health symptoms; and
 - c. Assist in alleviating the mental health symptoms that could put their housing at risk.
- D.** In addition to the services being offered at the Interim Housing units, the clients will continue to have access to additional services offered through the CMHC. These services include but are not limited to:
1. Case Management services with a heavy focus on obtaining safe, affordable and sustainable permanent housing
 2. Medication Services
 3. 24/7 Crisis services
 4. Outpatient Therapy Services
 5. Supported Employment Services

VI. Deliverables and Reporting:

A. Report to Legislature: Each facility is required to provide a report to the 2019 Legislature on the status of changes to the state plan concerning housing.

B. Outcomes reporting to KDADS for Crisis Housing Grant:

1. Number of persons placed in crisis housing beds by month

- a. Persons Discharged from OSH
- b. Persons Discharge from Private Hospital's Psychiatric Hospital
- c. Persons Discharge from Contractor after stabilizing on the stabilization unit
- d. Persons Discharge from or waiting placement for a NFMH
- e. Persons Discharge from or waiting for placement in a Substance use facility and /or waiting for placement inpatient for substance abuse facility
- f. Total number of persons placed in crisis housing

2. Number of persons at Crisis Housing Services receiving additional service through the CMHC

- a. Case Management
- b. Medication Services
- c. 24/7 Crisis Services
- d. Outpatient Therapy Services
- e. Supported Employment Services

3. Number of persons placed in independent housing or congregated living settings (Total by Month)

4. Number of persons placed in independent housing maintaining living situation 60 or more days

5. Services received while in independent housing or congregated living settings

- a. Number of person receiving Attendant Care services that have been placed in independent or congregated living settings
- b. Number of persons receiving peer services in crisis housing
- c. Number of persons receiving peer services in independent or congregated living setting after placement from Crisis housing

C. Report Format: All Reports required herein shall be provided to KDADS in electronic format (portable document format) and sent to: **Charles Bartlett** at **Charles.Bartlett@ks.gov** and **Christina Orton** at **Christina.Orton@ks.gov**. Such Reports shall itemize Contractor's progress for the reporting period. The last report shall be a cumulative report for the Agreement term.

VII. State Resources to be Provided (If Applicable): N/A

VIII. Miscellaneous Provisions: N/A

APPENDIX C
LINE ITEM BUDGET FOR CRISIS BEDS

Contractor will provide the Line Item Budget prior to first payment.