

AGREEMENT

This Agreement ("Agreement") is entered into between **the City of Lawrence, Kansas** (hereinafter referred to as "the City") and **Bert Nash Community Mental Health Center, Inc.** (hereinafter referred to as "Bert Nash"), effective on this _____day of _____, 20____.

RECITALS

At any one time Lawrence, Kansas has a significant number of homeless people within its boundaries.

The Lawrence City Commission adopted Resolution No. 6608 on August 23, 2005 receiving the final report of the Mayor's Task Force on Homelessness and establishing the Community Commission on Homelessness. Pursuant to the Resolution, the Final Report shall be the guide of the City Commission in the determination of City priorities, policies, and funding for the provision of services for homeless individuals.

The City believes it is in the best interest of all the citizens of Lawrence to provide "Homeless Outreach Services" for homeless people located in Lawrence, Kansas.

The City desires to contract with and pay Bert Nash to provide outreach and coordination services to homeless people located in Lawrence, Kansas, and Bert Nash desires to provide such services on terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, the City and Bert Nash agree as follows:

1. Engagement of Bert Nash. The City hereby engages Bert Nash to provide Homeless Outreach Services, as defined in Section 2, to homeless people located in Lawrence, Kansas and Bert Nash agrees to provide such services.
2. Homeless Outreach Services. The Homeless Outreach Services that Bert Nash agrees to provide shall be by personnel with applicable local standards of care as follows:
 - a. Bert Nash will provide a team of three (3) full-time homeless outreach specialists to be co-located at specific community agencies within Lawrence, Kansas.
 - b. Bert Nash will provide a half-time person to work in partnership with the current Bert Nash PATH outreach worker for those homeless individuals who experience mental health concerns, but who do not have Serious and Persistent Mental Illness (SPMI).
 - c. All individuals who receive services will have a thorough needs assessment made by Bert Nash, followed by appropriate referral and support accessing community services. Bert Nash staff shall utilize the Homeless Management Information System (HMIS) provided through the Balance of State Continuum of Care (BoS CoC). All

data shall be reported in a timely manner in accordance with the published U.S. Department of Housing and Urban Development (HUD) HMIS standards.

- d. The homeless outreach specialist will provide coordination with other community services agencies to significantly decrease duplication of services, thereby extending the community's limited resources to a larger pool of individuals.
 - e. Bert Nash will develop memoranda of agreements with each participating agency and arrange for weekly "case conference" style meetings to ensure coordination and consistency of services among all participating agencies.
 - f. The homeless outreach specialist team will have the support and amenities generally provided to Bert Nash CSS staff including cell phones, mileage, and continuing education as needed, and individual and group supervision.
 - g. Bert Nash will endeavor to employ highly qualified individuals with experience in working with the homeless population, having at least a bachelor's degree, and with direct experience with the homeless population preferred. Training in the "Strengths" model will be preferred. Otherwise, qualified applicants will receive the "Strengths" training upon employment.
3. Bert Nash will present quarterly reports to the City Manager and to the City Commission on Homelessness and will be responsive to questions or the need for clarification concerning outreach and coordination services.
 4. Compensation. As compensation for providing the Services, the City will pay Bert Nash the total sum of **\$144,000** in equal quarterly payments of **\$36,000.00**. However, the City retains the right to unilaterally adjust the amount of compensation if the City Commission determines that insufficient public funds exist to fully fund the services as outlined in this agreement. Bert Nash will invoice the City for the quarterly payments on January 15, April 15, July 15, and October 15.
 5. Independent Contractor Status. For all purposes, including but not limited to income tax withholding, payroll taxes, unemployment compensation, employment law, and workers' compensation, Bert Nash shall be an independent contractor of the City. No one, with whom Bert Nash contracts or hires to provide the Services shall, under any circumstance, be considered an employee of the City. Bert Nash shall be solely responsible for all matters related to federal and state payroll and withholding taxes, workers' compensation insurance, salaries, fringe benefits, and all other matters of those with whom it contracts or hires to provide the Services.
 6. Terms, Default, and Termination.
 - a. This Agreement shall commence effective the **1st day of January, 2018** and terminate on the **31st day of December, 2018**. The City shall have the option to renew this Agreement, subject to 2018 City Budget approval, provided, however, that the City must exercise such option by notice to Bert Nash at least sixty (60) days prior to the date that this Agreement would otherwise terminate. The fee for the

subsequent years of this agreement shall be changed consistent with changes in Bert Nash's cost of providing the Services and such changes shall be agreed upon in writing at least thirty (30) days before the commencement of the second year. All such changes/increases shall be subject to 2018 City Budget approval, as noted above. If the City does not agree with the amended fee it may terminate the second year of this Agreement by written notice to Bert Nash no later than thirty (30) days prior to the date this Agreement will terminate. This Agreement shall be renegotiated if the parties desire to continue this arrangement for a third year.

- b. In the event Bert Nash materially defaults in the performance of Services under this Agreement and any such default is not cured within thirty (30) days after the City has provided Bert Nash with notice of such default, the City shall have the option to terminate this Agreement, with the effective date of termination being immediate, and may pursue such other legal and/or equitable remedies it may have as the result of such default.
 - c. If the City defaults in the performance of its payment obligations hereunder, and such default is not cured within ten (10) days after Bert Nash has provided the City with notice of such default, Bert Nash will have the option to terminate this Agreement, with the effective date of termination to be immediate, and may pursue such other legal and/or equitable remedies it may have as the result of such default.
7. Insurance.
- a. During the term of this Agreement, Bert Nash shall furnish and keep in force and effect workers' compensation insurance in accordance with statutory requirements of the State of Kansas, which insurance shall cover all of its staff who provide any Services under this agreement.
 - b. During the term of this Agreement, Bert Nash shall furnish and keep in force and effect professional liability insuring Bert Nash and all of its staff who provide any Services under this Agreement.
 - c. All insurance required under this Agreement shall be issued by insurance companies authorized to issue such insurance policies in the State of Kansas. From time to time, upon reasonable request of the City, Bert Nash shall provide the City with Certificates of Insurance showing that all insurance required under this Agreement is in force.
8. Kansas Act Against Discrimination. As required by K.S.A. 44-1030 for companies contracting with public agencies, Bert Nash agrees as follows:
- a. Bert Nash shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person on the performance of the work under the present contract because of race, religion, color, sex, national origin or ancestry.

- b. In all solicitations or advertisements for employees, Bert Nash shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission.
- c. If Bert Nash fails to comply with the manner in which Bert Nash reports to the Kansas Human Rights Commission, in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Bert Nash shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City.
- d. If Bert Nash 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, Bert Nash shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City.
- e. Bert Nash shall include the provisions of this Paragraph in any subcontract entered into pursuant to this Agreement so that the provisions will be binding upon such subcontractor.
- f. Bert Nash shall provide a copy of its annual independent financial audit to the City Manager's Office **by August 1, 2019**.

9. Reporting Requirements

The Independent Agency shall provide written reports to the City as follows:

- A) A cumulative progress report that describes the progress made towards meeting the goals and outcomes described in the Independent Agency's Application for Funding shall be **due February 15, 2019**.

10. Retention and Access to Records

The Independent Agency will give the City, the City Auditor, or any authorized representatives of the City access to and the right to examine all records related to the expenditure of City funds.

The Agency shall keep financial records and all other records pertaining to this project being funded for a minimum of three (3) years. The City may, at its sole option, conduct an audit related to this funding agreement. The Independent Agency shall, upon City's request, make its records, employees, and property available promptly.

11. Notices: Notices under this Agreement shall be deemed given when deposited in the United States mail, certified mail, and addressed as follows:

The City of Lawrence, Kansas
 Attn: City Manager
 City Hall, 6 East 6th Street
 Lawrence, Kansas 66044

Bert Nash Community Mental Health Center, Inc.
 Attn: Chief Executive Officer
 200 Maine, Suite A
 Lawrence, Kansas 66044

Either party may from time to time change how notices are to be directed by notifying the other in writing of such change.

12. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors in interest. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provisions hereof. This Agreement may not be modified except by an agreement in writing, executed by the parties hereto. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of Kansas. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and understandings, whether written or oral.

THE UNDERSIGNED, DULY REPRESENTING BERT NASH COMMUNITY MENTAL HEALTH CENTER, INC., HEREBY AGREES TO THE CONDITIONS OF THIS AGREEMENT FOR THE RECEIPT, EXPENDITURE AND USE OF CITY FUNDS:

Patrick Schmitz
Chief Executive Officer
Bert Nash Community Mental Health Center, Inc.

STATE OF KANSAS)
COUNTY OF DOUGLAS)

The foregoing Agreement was acknowledged before me this _____ day of _____, 20__ by David E. Johnson, representing Bert Nash Community Mental Health Center, Inc. as the Independent Agency of this Agreement. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My commission expires: _____

THE UNDERSIGNED FOR THE CITY OF LAWRENCE, KANSAS:

Thomas M. Markus
City Manager
City of Lawrence, Kansas

STATE OF KANSAS)
COUNTY OF DOUGLAS)

The foregoing Agreement was acknowledged before me this _____ day of _____, 20__ by Thomas M. Markus, representing the City of Lawrence, Kansas. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My commission expires: _____