

North Carolina Housing Coalition Carolina Homeless Information Network

Contract for Services

- I. This agreement constitutes a Contract for Services between the North Carolina Housing Coalition, (hereinafter referred to as "NCHC") and Michigan Coalition Against Homelessness (hereinafter referred to as "MCAH").
- II. The term of the contract will be August 13, 2014 through December 31, 2014. An extension of this contract is dependent upon funding availability, a satisfactory review of services provided, and future service needs of NCHC's CHIN program.
- III. The North Carolina Housing Coalition (NCHC) contracts with MCAH to provide the services described in this document. The focus of the work will be to analyze the data entry workflow of the NC HMIS and the NC HMIS database structure in order to plan for the transition of NC HMIS lead agency responsibility to MCAH.
- IV. The agreed hourly rate for services performed under this agreement is \$110 per hour. Should travel be required, all travel expenses require prior approval from the CHIN Program Manager. Reimbursement for travel expenses will be upon submission of a travel expense request by MCAH to the CHIN Program Manager and will follow the NCHC travel reimbursement policy. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$14,080. Payment will be made monthly, pursuant to itemized invoices.
- V. Funding for this Contract for Services is dependent on sufficient funding of CHIN and NCHC. In the event of insufficient funding this contract may be terminated at the discretion of the CHIN Program Manager, NCHC Executive Director, or NCHC Board of Directors.
- VI. The NCHC point of contact for all issues (technical and otherwise) specified in this document is the CHIN Program Manager.
- VII. MCAH is an independent contractor and is not an agent, partner, joint venture or employee of NCHC. MCAH shall determine the means and method of performing the duties described herein and shall determine the time, place and manner by which it will accomplish these duties. MCAH will be provided with information needed to carry out the activities described in this document.
- VIII. MCAH may, with the consent of NCHC, hire or subcontract with other individuals, firms or agencies to perform, under its direction, the activities described in this document.
- IX. MCAH shall be responsible for obtaining such facilities and services, including but not limited to office space, secretarial or other office support, as may be required to complete this Agreement.
- X. Documents, tools and reports produced under the terms of this agreement will be the property of NCHC. MCAH agrees to abide by CHIN's Standard Operating Policy E-10 Report Classification, Release and Distribution with effective date of January 25, 2012.
- XI. While carrying out the activities specified in this document, MCAH:
 1. Agrees to not disclose either directly or indirectly any HMIS client or HMIS program or HMIS agency information received from CHIN or CHIN participating agencies to any individual or organization without written consent of the CHIN Program Manager, unless otherwise permitted by applicable regulations or laws or unless that information is publically available.
 2. Agrees to protect all client and agency information received from CHIN, or CHIN participating agencies.
 3. Acknowledges that ensuring the confidentiality, security and privacy of any information provided by CHIN, and CHIN participating agencies is strictly its responsibility.

4. Notify CHIN in writing of any breach in the confidentiality, security or privacy of any information provided by CHIN, or CHIN participating agencies.
5. At the end of the contract period, MCAH will seek guidance from NCHC as to the disposition of any data received from CHIN or CHIN participating agencies in the course of the work.

XII. MCAH agrees to provide the following services as part of this contract:

1. Analyze the data entry workflow of the NC HMIS and the NC HMIS database structure in terms of transitioning the NC HMIS lead agency responsibility to MCAH.
2. Recommend to the CHIN Governance committee the changes required to the database structure and workflow in order to transition the HMIS lead agency responsibility to MCAH.

XIII. No waiver, alteration or modification of these provisions shall be binding unless in writing. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written agreement between the parties.

XIV. This agreement is binding upon and shall inure to the benefit of the parties hereto, their representatives, successors and assigns.

XV. This agreement may be terminated for any material breach of this agreement. A material breach is any breach of any of the preceding paragraphs. Termination of this agreement will not be effective unless: (1) NCHC attempts to resolve its concerns regarding performance prior to sending the notice described in (2); (2) Notice of the material breach is provided in writing at least fifteen (15) days prior to termination; and (3) A reasonable opportunity of at least 15 days is provided to correct/cure the alleged breach described in the notice sent pursuant to (2) above.

XVI. This agreement may be terminated by either party with 30 days' written notice. In the event of termination for any reason, NCHC agrees to pay MCAH for work performed up to the date of termination at the rates specified in section IV.

XVII. This Contract shall be construed in accordance with the laws of the State of North Carolina.

Approved By:

Eric Hufnagel
Michigan Coalition Against Homelessness

Date

Satana Deberry, Executive Director
North Carolina Housing Coalition

Date