**North Carolina Homeless Management Information System (NC HMIS)**

**Contract for Transition Services**

1. This Agreement constitutes a Contract for Service between the Michigan Coalition Against Homelessness (“MCAH”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“ABC”) [the agency making payments to MCAH] .
2. The term of the contract will be January 1, 2015 through June 30, 2015. Notwithstanding these dates, the contract shall expire upon completion of the work program contained in the Scope of Work (Exhibit A) or disbursement of all contract funds shown in the Transition Budget (Exhibit B). Any extension of this contract is dependent upon funding availability, a satisfactory review of services provided, and agreement of the parties.
3. ABC contracts with MCAH for MCAH to provide the services and produce the deliverables described in the Scope of Work (Exhibit A). The focus of the work will be to implement the transition of the NC HMIS administrative agency responsibilities to MCAH.
4. ABC will pay MCAH an amount not to exceed $XXXX for services performed as described in the Scope of Work (Exhibit A) and expenses incurred, consistent with the Transition Budget (Exhibit B), in a share of costs (Exhibit C) agreed upon by formal action of the NC HMIS Governance Committee. MCAH may shift funds between categories of expenditures as long as the shift does not exceed 10 percent of the Grand Total of Estimated Costs in the Transition Budget shown in Exhibit B.
5. ABC further agrees to make Payment within 30 days of receipt of properly completed and submitted invoices unless other arrangements are agreed upon in writing by MCAH. MCAH agrees to provide written documentation to ABC of notice to the NC HMIS Governance Committee of the request and approval of any such arrangements. Documentation necessary for reimbursement is described in Exhibit D.
6. MCAH’s Point-of-Contact for all issues (technical and otherwise) specified in the document is Eric Hufnagel, 15851 S. Old US27, Building 30, Suite 315, Lansing, MI 48906 and ABC’s representative is XXXXXX AND ADDRESS.
7. MCAH is an independent contractor and is not an agent, partner, joint venture or employee of ABC. 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. ABC will provide MCAH with information needed to carry out the activities described in this document.
8. MCAH may, with the consent of ABC, hire or subcontract with other individuals, firms or agencies to perform, under its direction, the activities described in the document.
9. 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 contract.
10. 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.
11. This contract is binding upon, and shall inure to the benefit of the parties hereto, their representatives, successors and assigns.
12. This agreement may be terminated upon agreement by the parties on the termination conditions, effective date of termination and portion of the work completed through the effective date of termination.
13. 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 due to an alleged material breach will not be effective unless: (1) The parties hereto attempt 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 twenty (20) days prior to termination; and (3) A reasonable opportunity of at least 14 days is provided to correct/cure the alleged breach described in the notice sent pursuant to (2) above.
14. This agreement may be amended upon agreement of the parties.
15. This contract shall be construed in accordance with the laws of the State of North Carolina. The parties hereto shall carry out this agreement in accordance with all applicable federal, state and local laws.
16. The retention period for records pertaining to this contract shall be for seven years after the expenditure of all funds under this contract.
17. MCAH hereby releases and forever discharges ABC, its respective directors, officers, shareholders, members, managers, partners, employees, contractors and agents from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the performance of the services under this contract, except those claims that result from the sole negligence of ABC or an ABC employee or officer acting within the scope of the employment. MCAH shall indemnify, defend, and hold harmless ABC, respective directors, officers, shareholders, members, managers, partners, employees, contractors and agents from and against any and all claims, demands, expenses, costs and liabilities of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional, negligent or reckless acts or omissions of MCAH and its agents, officers or employees in the performance of the services under this contract.
18. ABC hereby releases and forever discharges MCAH its respective directors, officers, shareholders, members, managers, partners, employees, contractors and agents, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the performance of the services under this contract, except those claims that result from the sole negligence of MCAH or a MCAH employee or officer acting within the scope of the employment. ABC shall indemnify, defend, and hold harmless MCAH, respective directors, officers, shareholders, members, managers, partners, employees, contractors and agents from and against any and all claims, demands, expenses, costs and liabilities of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional, negligent or reckless acts or omissions of ABC and its agents, officers or employees in the performance of the services under this contract.
19. During the performance of the services described herein, MCAH shall maintain Commercial General Liability Insurance to protect ABC against any and all injuries to third parties, including personal injury and property damage, and special and consequential damages, resulting from any negligent action, omission or operation by MCAH, or in connection with the services described herein. This insurance shall provide bodily injury and property damage limits of not less than $1,000,000 per occurrence, respectively. Said insurance shall name ABC as an additional insured and provide that said coverage is primary to any other coverage ABC may possess. MCAH shall also maintain Workers’ Compensation Insurance as required by law. Evidence of all required insurance policies shall be provided to ABC upon execution of this contract.
20. ABC agrees to keep in force comprehensive general liability insurance coverage of not less than $1,000,000). Said insurance coverage shall include coverage for MCAH’s indemnification obligations under this agreement.
21. Contract documents include this Contract and the following exhibits, which are incorporated herein by reference and have the same force and effect as if set forth herein:
22. Scope of Work
23. Transition Budget
24. Cost Shares by Continuum of Care
25. Reports and Reimbursement Procedures

Approved By:

Eric Hufnagel Date

Michigan Coalition Against Homelessness

Person executing for ABC agency Date

**STATE OF NORTH CAROLINA**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY**

       I,                                                                          , a Notary Public of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_County, NC, do hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally came before me this day, and acknowledged that he or she is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, sealed with its corporate seal, and attested by him or her as the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

       WITNESS my hand and official seal, this the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

                                                                             \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                                                             Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acknowledged by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary public, State of Michigan, County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

**Scope of Work for the North Carolina HMIS**

**Transition Contract**

## Time Period:

January 1, 2015 – June 30, 2015

## Purpose Statement:

The Michigan Coalition Against Homelessness will carry out a range of activities as part of the transition to lead administrator of the North Carolina Homeless Management Information System (NC HMIS).

## Scope of Activities:

The following is a categorized summary of activities that will be performed by the Michigan Coalition Against Homelessness.

#### Governance

* An Interim/Transition Budget will be developed and formalized
* A Contract/MOU and related Scope of Work will be developed and formalized for the Interim/Transition work
* A YR1 Annual Budget (July 1, 2015 – June 30, 2016) will be developed and formalized
* A Contract/MOU and related Scope of Work will be developed and formalized for YR1 work (July 1, 2015 – June 30, 2016)
* Reporting Policies & Procedures will be developed and formalized
* HMIS Policies and Procedures will be developed and put in place

#### Communication Plan

* Develop a Calendar of Governance Committee meetings
* Negotiate content for initial LSA Meetings
* Develop a Calendar for Trainings (See Training)
* Develop Communications Contact Lists

#### Privacy Plan

* Engage a NC-based Consultant
* Negotiation/Approval of new Privacy Plan
* Develop Revised Agreements (Participation, QSOBAA, etc.)
* Develop Client Releases / Notices, etc.

#### System Tasks

* Negotiate and execute a continuation Contract with Bowman (MCAH & Governance Committee)
* Work with Bowman on a Server Evaluation
* Evaluate and add new Modules
* Develop / Approve new Archive & Data Reorganization Plans
* Develop SOWs with Bowman (Archive, move data and reports)
* Build / modify Reports on NC HMIS

#### Training

* Administrative Pages (20 hours)
* Visibility and Security (20 hours)
* Module Training (current and new – live via web site/recorded)
* Privacy (8 hours live via Web, plus on-site sessions in April)
* Help Desk related to above trainings (January – April)
* Reports (5 hours)

#### Full Support Operations

* Training development and initial training delivery (front-loaded)
* Help Desk (pro-rated from Annual Budget)
* Project management meetings
* Miscellaneous administrative and support activities

#### Other Duties

* Other responsibilities as negotiated between the NC HMIS Governance Committee and MCAH

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| **Exhibit B: MCAH NC HMIS Transition Budget** |
| Category and Activities: | Hours |  Estimated Costs  | Completion Date |
| Governance | 60 | 4,200.00 | 4/30/2015 |
|  -Interim Budget |   |   |   |
|  -Interim MOU |   |   |   |
|  -Year 1 Budget Finalized |   |   |   |
|  -Reporting P&P Finalized |   |   |   |
|  -Year 1 Contract |   |   |   |
|  -HMIS Policies and Procedures |   |   |   |
| Communication Plan | 15 | 900.00 | 1/31/2015 |
|  -Develop Calendar of Governance Meetings  |   |   |   |
|  -Negotiate content for initial LSA Meetings |   |   |   |
|  -Develop Calendar for LSA & User Meetings |   |   |   |
|  -Develop Calendar of Trainings (See Training)  |   |   |   |
|  -Develop Communications Contact Lists |   |   |   |
| Privacy Plan | 40 | 7,800.00 | 4/30/2015 |
|  -NC Consultant Fees |   | 5,000.00 |   |
|  -Negotiation/Approval of new Privacy Plan | 10 |   |   |
|  -Develop Revised Agreements (Participation, QSOBAA, etc.) | 20 |   |   |
|  -Develop Client Releases / Notices etc. | 10 |   |   |
| System Tasks (mix of Bowman and MCAH) | 77 | 16,750.00 | 6/30/2015 |
|  -Update Contract with Bowman (MCAH & Governance) | 5 | 350.00 |   |
|  -Server Evaluation (Bowman) |   | Normally Free |   |
|  -Evaluate and add new Modules | 4 | 240.00 |   |
|  -Develop / Approve Archive & Data Reorganization Plans | 20 | 1,200.00 |   |
|  -SOWs with Bowman (Archive, move data and reports) | 8 | 10,560.00 |   |
|  -Build / modify Reports on NC HMIS @ $110/hr | 40 | 4,400.00 |   |
| Training (MCAH Staff) | 123 | 7,460.00 | 31-May |
|  -Administrative Pages (20 1 hour Sessions) | 25 |   |   |
|  -Visibility and Security (20 1 hour Sessions) | 25 |   |   |
|  -Module Training (current and new - Live via WEB/Recorded) | 30 |   |   |
|  -Privacy (8 hrs Live via WEB) See April for on-site | 8 |   |   |
|  -Help Desk related to above training (Jan to April) | 25 |   |   |
|  -Reports (5 - 1 hour Sessions via Web) | 10 |   |   |
| On Site Staffing (Mid March to June 30th) |   | 79,677.46 | 6/30/2015 |
|  -Recruiting  | 13 | 810.00 | 2/28/2015 |
|  -1 Staff FTE (mid-March to June 30) |   | 23,625.00 |   |
|  -.5 Staff FTE (April - June 30) |   | 3,833.33 |   |
|  -Office Expenses + Equipment & Supplies |   | 7,291.67 | April ongoing |
|  - Equipment (2 computers, 1 printer, 1 tablet, 2 headsets) |   | 4,100.00 |   |
|  -Internet + GoTo Meeting+Office Supplies |   | 3,837.46 |   |
|  -Visiting MCAH Staff (April to June includes Housing/Car Stipend) |   | 36,180.00 |   |
| Travel Expenses (Air+Hotel+Car+Hours Spent on Site) |   | 20,901.75 | 6/30/2015 |
|  -Jan (1 trip, 2 staff, 2.5 days) Travel Expenses |   | 1,761.00 |   |
|  -On Site Staff hrs for Barb and Gerry | 32 | 2,080.00 |   |
|  -Feb (Barb 2 trips 2 days; Gerry 2 trips, 3 days ) - Governance + Interviews |   | 2,988.00 |   |
|  - Total 5 days - 40 hours (Barb 16, Gerry 24) | 40 | 2,560.00 |   |
|  -Mar (1 5-day trip, 1 staff to NC, 1 5-day trip NC staff to Michigan) |   | 3,041.50 |   |
|  -Michigan on-site hrs = 40, New hire billed elsewhere | 40 | 2,400.00 |   |
|  -April (1 trip 5 days) Barb - Gerry is housed in NC. |   | 1,270.75 |   |
|  - Barb meets w each CoC & trains privacy | 40 | 2,800.00 |   |
|  -May (1 trip 1 staff, 2.5 days) (Gerry is housed in NC) |   | 880.50 |   |
|  -Barb at Governance Meeting | 16 | 1,120.00 |   |
| Administrative (Jan to April) |   | 7,500.00 | 4/30/2015 |
|  -Payroll & Budget & Executive Director  | 45 | 2,700.00 |   |
|  -Planning and Governance Meetings  | 80 | 4,800.00 |   |
| Full Support Operations beginning on May 1,2015 (2 months) |   | 20,160.65 | May ongoing |
|  -Training Development and initial training delivery (front loaded) |   | 6,123.12 |   |
|  -Help Desk (prorated from Annual Budget) |   | 3,126.24 |   |
|  -Project Based Admin Support (2 months) |   | 6,604.02 |   |
|  -Insurance, audit, payroll, financial services, licenses (front loaded) |   | 4,307.27 |   |
| **Grand Total:** | **$165,350**  | **6/30/2015** |
| **Notes (See Application Budget for Detail on Expenses):**  |
| -Hourly Rates: Barb @ $70/hr, Analyst Wk @$110/hr, All other at $60/hour |   |
| -$10,000 Bowman and $5,000 for Privacy Expert were included. |  |  |   |
| -$81,000 Salary + Benefits prorated. |  |  |   |
| -Staff and Space Costs were prorated from the 25k estimate in Application budget |   |
| -Travel Expenses (8 hrs per day per staff, Airfare estimated at $450,Car Rental = $50/day + .55/mile mileage (assumes 25 miles rtrp to airport), hotel per diem=$97/day, food/expenses per diem = $56/day. Travel day is .75 day. |
| -Any additional trips will be negotiated on a cost/trip basis. |   |
| -Training will be intensive the first 4 months. $9120 was split - half in May and June. $9360 prorated |   |

**Exhibit C**

**Cost Shares by Continuum of Care**

|  |  |  |  |
| --- | --- | --- | --- |
| **Continuum of Care** | **2014 HIC beds\*** | **Percent of total** | **MCAH Fee****January to June 2015** |
| **Number** | **Name** |
| 500 | Forsyth | 1,047 | 5.76% | $14,692.88  |
| 501 | Buncombe | 1,138 | 6.26% | $15,969.92  |
| 502 | Durham | 1,189 | 6.54% | $16,685.61  |
| 503 | Balance of State | 5,242 | 28.84% | $2,945.51  |
| 504 | Guilford | 1,338 | 7.36% | $18,776.58  |
| 505 | Mecklenburg | 3,865 | 21.27% | $35,164.40  |
| 506 | Tri-HIC | 666 | 3.66% | $9,346.19  |
| 507 | Wake | 2,138 | 11.76% | $30,003.23  |
| 509 | Gaston-Lincoln-Cleveland | 614 | 3.38% | $8,616.46  |
| 511 | Cumberland | 498 | 2.74% | $6,988.59  |
| 513 | Orange | 231 | 1.27% | $3,241.70  |
| 516 | Northwest | 208 | 1.14% | $2,918.93  |
| **Overall** |  | **18,174** | **100%** | **$165,350.00**  |

Costs are apportioned based on the number of beds in the 2014 Housing Inventory Count (HIC) submitted to the U.S. Department of Housing and Urban Development by each Continuum of Care.

**Exhibit D**

**Reports and Reimbursement Procedures**

**Reports**

With all reimbursement requests, MCAH shall provide a summary report of all Scope of Work activities completed during the period.

**Reimbursement Procedures and Documents**

All funds shall be disbursed to MCAH on a reimbursement basis. Documentation that the expenses were paid shall be submitted and may include check copies, receipts or general ledger. Reimbursement requests shall be submitted monthly. All reimbursement requests must be received within 30 days of the end of the contract.

Invoices--All invoices shall include a cover sheet summarizing costs incurred by category based on the approved budget and scope of work. MCAH also shall provide the invoice electronically in a spreadsheet to facilitate verification of calculations and for ease of record-keeping. The invoice cover sheet or transmittal letter shall include MCAH’s name, address and logo. The date of the invoice and the time period of expenditures shall be indicated.

Documentation--MCAH will submit back-up documentation in the order in which costs are listed on the invoice.

Staff Costs—For staff costs, MCAH shall provide timesheets showing allocation of hours to the work of NC HMIS and allowing calculation of the percentage of time allocable to NCHMS work activities. Time sheets shall include the signature of the employee and supervisor. Time sheets shall be accompanied by a report summarizing work performed. Staff costs must be documented by payroll records or the general ledger, which shall be submitted by MCAH.

Other Charges—As applicable, back-up documentation for non-personnel expenses shall be copies of vendor bills or receipts which are vendor originated; contain name of vendor; contain name of purchaser; contain date of purchase and delivery; include itemization of purchase/service (description of items or service, number of each item/unit of service, and cost of each item/unit of service); and the total purchase cost.

Documentation for rent may be substantiated by a copy of a lease. Utility costs may be documented by utility bills. Travel expenses shall be documented by an approved expense report, signed by MCAH management, accompanied by appropriate receipts for airfare, meals and other travel expenses. However, for travel expenses, a federally approved per diem may be used for meals and incidental travel expenses in lieu of actual receipts. Requests for reimbursement of expenses for third-party services shall be accompanied by a copy of the contract for the services including a description of the work completed.

ABC may require submission of additional documentation to meet funder or regulatory requirements.