

**North Carolina Homeless Management Information System (NC HMIS)  
Annual Contract for Services**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, constitutes the Annual Contract for Services ("Contract") between the Michigan Coalition Against Homelessness, Inc. ("MCAH") and \_\_\_\_\_.

Whereas, the NC HMIS is a statewide, multi-jurisdictional Homeless Management Information System (HMIS) in North Carolina which is operated by the Michigan Coalition Against Homelessness (MCAH) with the consent of participating North Carolina Continuums of Care and agencies; and

Whereas, MCAH and \_\_\_\_\_ entered into a Contract for Transition Services dated \_\_\_\_\_ and an Amendment to Contract dated \_\_\_\_\_ which extended the period of the Contract for Transition Services through September 30, 2015; and

Whereas, MCAH and \_\_\_\_\_ desire to contract for MCAH to provide HMIS services to the \_\_\_\_\_ Continuum of Care through June 30, 2016.

Now therefore, for the above-stated purposes, and in consideration of the covenants and conditions herein contained, MCAH and \_\_\_\_\_ do hereby agree as follows:

- I. \_\_\_\_\_ contracts with MCAH on behalf of the \_\_\_\_\_ Continuum of Care (CoC) for MCAH to administer and assist the CoC with the operation of the Homeless Management Information System (HMIS) operated by NC HMIS pursuant to 24 Code of Federal Regulations Part 578 promulgated by the U.S. Department of Housing and Urban Development (HUD). Further detailed explanation of the scope of services, expectations, and support are attached as exhibits enumerated below and incorporated herein by reference.
- II. \_\_\_\_\_ will pay MCAH an amount not to exceed **XXXXXXXXXX THOUSAND XXXXX HUNDRED SIXTY-ONE AND xx/100 DOLLARS (\$XXXXXXXXXX)** for services performed as described in the Scope of Work (Exhibit A) and expenses incurred, consistent with the Budget (Exhibit B), in a share of costs agreed upon by the NC HMIS Governance Committee as shown in Exhibit C.
- III. MCAH may shift funds between the enumerated categories of expenditures in the Budget, as long as the shift does not exceed 10 percent of the Budget Total for the period of the contract. In addition, MCAH may substitute costs, as long as the costs are eligible HMIS costs pursuant to the Continuum of Care regulations at 24 Code of Federal Regulations part 578 and as long as the substituted costs do not exceed 10

percent of the Budget Total for the period of the contract. For costs shifts or substitutions which exceed 10 percent of the budget total or which pertain to costs which are not eligible HMIS costs pursuant to the Continuum of Care regulations, MCAH must provide a written budget amendment request stating the total amount, the impacted line items, and justification for the request to the NC HMIS Governance Committee for approval prior to requesting reimbursement for such costs.

- IV. The term of the contract will be **October 1, 2015** through **June 30, 2016**. 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 agreement of the parties.
- V. Subject to MCAH's compliance with contract requirements,  
\_\_\_\_\_ 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 and \_\_\_\_\_.  
Documentation necessary for reimbursement is described in Exhibit D. Failure to make payment within the provisions set forth in this contract may lead to immediate suspension of access to the NC HMIS by MCAH.
- VI. 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, email [ehufnagel@mihomeless.org](mailto:ehufnagel@mihomeless.org). The point of contact for \_\_\_\_\_ for purposes of contracts and invoices is \_\_\_\_\_.  
The point of contact for \_\_\_\_\_ for all other matters is \_\_\_\_\_.
- VII. MCAH is an independent contractor and is not an agent, partner, joint venture or employee of \_\_\_\_\_. 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.
- VIII. MCAH may, with the consent of NC HMIS Governance Committee, hire or subcontract with other individuals, firms or agencies to perform, under its direction, the activities described in the 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 contract.
- X. No waiver, alteration or modification of these provisions shall be binding unless in writing and executed by the parties hereto. 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.

- XI. This contract is binding upon, and shall inure to the benefit of the parties hereto, their representatives, successors and assigns.
- XII. 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.
- XIII. 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.
- XIV. This agreement may be amended, in writing, upon agreement of the parties.
- XV. 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.
- XVI. The retention period for records pertaining to this contract shall be for seven years after the expenditure of all funds under this contract unless the North Carolina Retention and Disposition requires a longer retention period.
- XVII. MCAH hereby releases and forever discharges \_\_\_\_\_, 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 \_\_\_\_\_ or a \_\_\_\_\_ employee or officer acting within the scope of the employment. MCAH shall indemnify, defend, and hold harmless \_\_\_\_\_ and its 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.

XVIII. \_\_\_\_\_ 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. \_\_\_\_\_ 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 \_\_\_\_\_ and its agents, officers or employees in the performance of the services under this contract.

XIX. During the performance of the services described herein, MCAH shall maintain Commercial General Liability Insurance to protect \_\_\_\_\_ 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 \_\_\_\_\_ as an additional insured and provide that said coverage is primary to any other coverage \_\_\_\_\_ may possess. MCAH shall also maintain Workers' Compensation Insurance as required by law. Evidence of all required insurance policies shall be provided to \_\_\_\_\_ upon execution of this contract.

~~XIX-XX.~~ \_\_\_\_\_ agrees to either 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. Or \_\_\_\_\_ must provide documentation to MCAH that \_\_\_\_\_ is a self-insured entity and will provide coverage for comprehensive general liability of not less than \$1,000,000.

~~XX-XXI.~~ 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:

- A. Scope of Work
- B. Budget

- C. Cost Shares by Continuum of Care
- D. Reports and Reimbursement Procedures

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**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized representatives and signed under seal effective as of the date first written above.

**MICHIGAN COALITION AGAINST HOMELESSNESS, INC.**

BY: \_\_\_\_\_ (SEAL)  
Eric Hufnagel, Executive Director

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

CoC Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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STATE OF NORTH CAROLINA

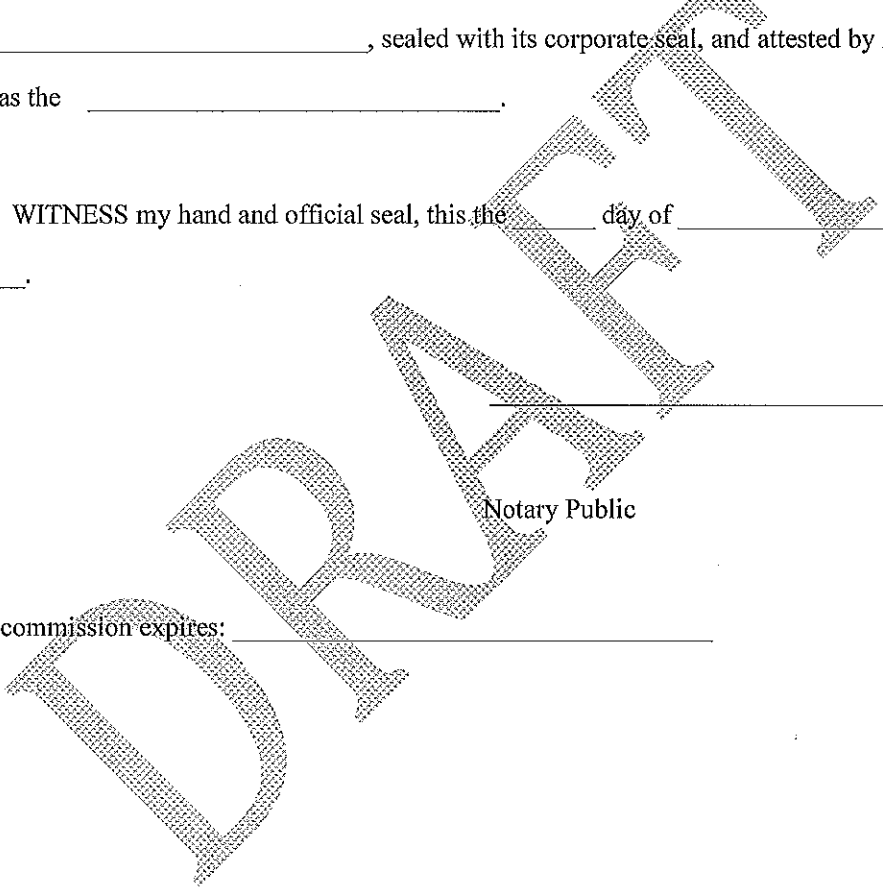
\_\_\_\_\_ COUNTY

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 \_\_\_\_\_

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