

Present: NC – 500 Andrea Kurtz, Tim West; NC – 501 Christiana Tugman; NC – 502 Lloyd Schmeidler, Matthew Schnars; NC – 503 Corey Root, Beth Bordeaux, BoS Region 2 Kim Crawford; NC – 504 Darryl Kosciak; NC – 505 Rebecca Pfeiffer (Chair); NC – 506 Cecelia Peers (Secretary); NC - 507 Shana Overdorf; NC – 513 Jamie Rohe; NC – 516 Bob Taylor (EC Member-At-Large); ICF – Mike Lindsay; Guest – Denise Neunaber (NCCEH)

Absent CoCs: BoS Region 1, BoS Region 3, NC 511 Cumberland, NC 509 Gaston-Lincoln-Cleveland

Contract Discussion (Pfeiffer)

- Contract proposed by BoS, Wake Durham and Orange was seen as deviating significantly from the original boilerplate language that we agreed upon. While the ability to make some small modifications was left available to meet individual CoC needs, the expectation was that the language would not create a different relationship with MCAH than the rest of the CoCs had.
- The GC Executive Committee originally reached out to the four CoCs whose contract was changed significantly, and in the interest of transparency, the discussion was opened up to the entire GC. The redline version of the contract showing the changes that were made by NCCEH were shared with the GC.
- Specific information was requested about what points of the contract the EC felt were outside of what was originally agreed on and those points were shared with the CoCs whose contract we are discussed, not the entire GC.
- Discussion around whether the EC should be involved in contract negotiations:
 - Corey believes the current part of contract negotiations should be between NCCEH and MCAH. The GC has an important role in negotiating/creating a master contract. After this it is up to the two contract signatories to negotiate, it does not seem helpful or productive to have the EC inserting themselves in the process..
 - This is a collaboration with 12 CoCs and MCAH and we went through an extensive process of development of a contract that all CoCs agreed upon. Days before all CoCs are expected to have the contract signed and submitted, a completely revised contract was submitted that changes the scope of work and disrupted the relationship between other members of the GC and MCAH. The Executive Committee felt as though this was an “end run” to bypass what was discussed at the GC.
 - Kim wants to be clear that her intent was not to have the presentation of the contract appear as an “end run” around the GC process, and wants to keep the meeting focused on business.
 - The four CoCs involved in this contract negotiation and the Executive Committee are coming from very different places. There is an intent to which things were done and a perceived intent. It feels very personal and there is concern about whether we can moved beyond that.
 - There was a vetting process with the contract through the GC where at various points changes were discussed that would best serve the needs of some CoCs.
 - MCAH wants things like the contract and other agreements to be handled at the GC level. They have made it clear in other conversations that with CoCs doing things differently, it makes it hard for them to be the lead. We voted 75% for the Scope of Work and now it has been altered.

- Changes were recommended by the lawyer to ensure that NCCEH was getting the desired product and avoiding liability. After the lawyer reviewed and made changes, the changes were reviewed by the NCCEH BOD. Beth is not clear on what the process is for having the other members of the GC review changes prior to submitting the contract for review by MCAH.
- From Tim's perspective as an alternate to the GC, and also being on the board of NCCEH, there is no contract language that is sacred. He can see where the other members of the GC would have an issue with additions to the SOW. He would like to see the two contracting parties be able to negotiate a contract. Suggests that no changes be made to the scope of work, and that NCCEH and MCAH discuss the remaining points during a short negotiation period. At some point, all parties may need to agree on signing what is on the table if we want to move forward.
- Review of major changes (Pfeiffer):
 - In referencing provision XXIV – requesting money back on payments that were made to Bowman. MCAH can not reimburse what was paid to Bowman.
 - XXIII -It is unclear what the intent was behind the changes. There were no conversations within the GC about the materials provided by MCAH. The Executive Committee is concerned that this language indicates a desire on the part of NCCEH to take the reports and materials generated by MCAH and move to a separate implementation.
 - There are perceptions on the part of those working with NCCEH that the other members of the GC wants them out, and the rest of the Executive Committee has the impression that they want to be out based on the contract language and how this process was handled.
 - NCCEH is concerned that MCAH holds the contract with Bowman and if MCAH decides to pull out, we will have rights to the data, but lose access to Bowman. The point is to get onto another Bowman implementation if MCAH is not present. The participation agreement does not address this relationship anywhere.
 - Regarding Exhibit E, NCCEH needing detailed reports about MCAH's specific activities was discussed at the last GC meeting. It was agreed that the monitoring committee would handle the process of reviewing MCAH's activities and that is why the reporting was taken out of the contract and moved to the MOU. The parties responsible for monitoring are the CoCs through the GC.
 - Beth spoke with Gerry who seemed to be comfortable with providing the requested information in Exhibit E.
- There is concern on the part of the Executive Committee that agreements made at the GC table are not being honored. We have HUD TA heavily involved to making sure our process is acceptable to HUD. There has to be some level of decision making at the table, where once we agree on something, we move forward with it.
- Durham believes that NCCEH presenting the unsigned contract to MCAH is the beginning of the contract negotiation process described in the by-laws. The minutes of 9/14 state that NCCEH has presented the contract to a lawyer and that the CoCs would not be able to sign on time
- The EC will share with MCAH that they can proceed with reviewing the contract and negotiating with the CoCs, however they believe that MCAH will not sign the contract because of some of the points that we have presented. The items that were mentioned were issues that the Executive Committee identified because they were significant deviations from items agreed upon at GC meetings.
- MCAH needs to have discretion about what is non-negotiable.
- Durham is learning through working with NCCEH is that MCAH is not able to address some of the higher level issues that they have. Gerry and Sue are able to assist at a certain level but not able to fully support NCCEH in

getting what Durham is looking for. Beth and her team have had to figure out how to do things on their own. Part of their position in looking at the additions to the SOW, is NCCEH trying to get what they need based on their experience. They want to honor agreements that are made at the GC. They do not like the perception that they have not done this and understand MCAH's position about having consistency between all the CoCs with these contracts.

- There needs to be a conversation about each CoC having the right people at the table to make decisions, as that process is not working for us.
- The deadline for contract negotiations is soon, as they need to be signed by the 16th according to MCAHs agreement to extend the 10/1 deadline. e GC as to where those contract negotiations are?
- Beth will be able to provide an update at the in person meeting on where contracts for the 4 CoCs working with NCCEH stand.

Next in person meeting is Monday October 12th 10AM at the United Way in Greensboro.