

**Agreement Between
Michigan State Housing Development Authority
and
Michigan Coalition Against Homelessness**

Michigan Statewide Homeless Management Information System

This agreement is made between the Michigan State Housing Development Authority (MSHDA) and the Michigan Coalition Against Homelessness (MCAH) effective as of the 1st day of May 2021 (the "Effective Date") in order to provide ongoing operations and management of the Michigan Statewide Homeless Management Information System (MSHMIS).

Term of Agreement: May 1, 2021 – April 30, 2022

Services: MCAH will provide services related to the implementation and operations of MSHMIS. Specific roles and responsibilities of each party are articulated in the document (below). The Project Budget (attached to this Agreement) will serve as an initial spending outline for MCAH and MSHDA. This budget may be modified in accord with processes described in General Agreement below.

Fees: MSHDA agrees to pay MCAH for services rendered under this Agreement not to exceed \$802,700. MCAH will submit reimbursement requests to MSHDA on a monthly basis, by the 25th of each month. MCAH will provide MSHDA with detailed invoices, and all supporting documentation of grant expenditures upon submission of monthly check request. MCAH will maintain copies of receipts and a record of grant expenditures for the Department of Housing and Urban Development (HUD)/MSDHA audit purposes, for a minimum of 7 years.

General Agreements:

MCAH and MSHDA agree as follows:

1. MCAH will provide MSHDA monthly detailed financial and quarterly progress reports. These progress reports will provide grant-to-date comparisons of actual expenses vs. projected expenses and accomplishments relative to objectives. The progress reports will also identify any specific challenges in MSHMIS implementation, clear identification of barriers or obstacles to fulfillment of objectives, and any recommendations for either programmatic or budgetary change.
2. MCAH, the project administrator designated by MSHDA, and the Michigan Balance of State Continuum of Care (MIBOSCOC) Chairperson, or designee, will meet semi-annually to review the attached budget and (if necessary) adjust budget and work plans agreed upon. Budget revisions may be proposed by any of the named parties in order to address unanticipated program needs or emerging priorities. The MIBOSCOC will be notified of any changes.
3. MCAH will not make budgetary shifts or enter into any subcontracts exceeding 15% without prior written approval from MSHDA and notification to the MIBOSCOC Chairperson.

4. MCAH will not exceed any budgeted expenses by more than 10% from an approved line item category without prior written approval from MSHDA and notification to the MIBOSCOC Chairperson or designee.
5. MCAH will provide to MSHDA a complete and accurate Annual Progress Report (in full accord with the federal HUD Continuum of Care Program requirements) within 60 days (June 30) of the HUD operating year-end date (i.e. April 30) for Operating Year (OY) 2020. This report will be provided to the Governance Council at its May meeting.
6. MCAH will assure that reimbursements for travel and related expenses (e.g. mileage, lodging, and per diem) are consistent with rates and rules as published and updated by the Federal Office of Management and Budget.

Objectives:

During OY 2021, MCAH will:

1. Continue to support the Housing Assessment and Resource Agency (HARA) model.
2. Continue MCAH's support model including employment of staff to provide technical assistance and helpdesk services to MSHMIS participating Continua of Care (CoCs).
3. Continue to develop the ongoing systematic redesign of training and training tools on the system.
4. Provide technical assistance to help agencies, Local Planning Bodies, and CoCs interpret outcome reports.
5. Provide technical assistance and support to HUD CoC recipients within the MIBOSCOC for any reporting required by HUD.
6. Provide aggregated data of statewide and regional outcome information to be published on an annual basis in partnership with the Homelessness Policy Council as part of Michigan's Campaign to End Homelessness.
7. Implement software updates as necessary when updates from WellSky are made available.
8. Provide TA to other state agencies so they can audit their own MIBOSCOC grants through the use of automated reports and other data quality tools.
9. Complete the HMIS compliance MIBOSCOC provider page audits and develop a strategy for ongoing quality improvement.
10. In collaboration with the state partners and MIBOSCOC, support initiatives around prioritization, by name lists, and housing registries which assist with linking clients with appropriate housing and supportive services.
11. Comply with 2 C.F.R. Part 200 as appropriate.
12. Provide ongoing HMIS training for CoC System Administrators and licensed users of the MSHMIS system.
13. Provide annual Point in Time Count/Housing Inventory County (PIT/HIC) training for Local Planning Bodies and CoCs. Training should include an overview of count changes, entering and correcting PIT/HIC data, and running PIT/HIC reports.
14. Provide Longitudinal System Analysis (LSA) training and technical support for Michigan CoCs. Complete the LSA submission for the MIBOSCOC.
15. Compile and submit the annual System Performance Measures report for the MIBOSCOC, as required by HUD, and provide a midpoint semiannual review to the MIBOSCOC Governance Council.

16. In collaboration with MSHDA and the Homeless Assistance Specialists, train and provide technical assistance to the lead Emergency Solutions Grant (ESG) agencies on HMIS workflow and preparation for CAPER data reports.
17. Provide technical assistance to MSHDA regarding HMIS elements in the Pay for Performance program. Assist with developing a Pay for Performance report format that is agreed upon by MSHDA and MCAH.
18. Assist MSHDA with development of the Annual ESG Allocation Table.
19. Provide technical assistance to MSHDA in assembling the annual ESG CAPER submission to HUD.

General Scope of Services:

MSHDA agrees that it will:

1. Provide overall programmatic leadership and budget/fiscal oversight of MSHMIS. This will include:
 - a. Executing and maintaining a grant agreement with HUD to serve as the lead organization regarding MSHMIS.
 - b. Coordinating efforts with MCAH on issues critical to the successful maintenance of the MSHMIS project, including:
 - i. Articulation and enforcement of expectations for participation both by local CoC and funded homeless and housing services providers.
 - ii. Enforcement of established rules of participation in regard to both local CoC and MSHMIS participants.
2. Providing general management oversight of the MSHMIS implementation through routine and timely monitoring of achievements of objectives that are defined in partnership between MCAH, the MIBOSCOC Executive Committee, the MIBOSCOC Governance Board and/or the Performance and Outcomes Committee.
3. Provide all matching funding as required by HUD to maintain the operations budget of the MSHMIS at agreed upon levels.
4. Facilitate access to other State systems and departments as available and as may be necessary to assure successful MSHMIS continuation.

MCAH agrees that it will:

1. Recruit, hire and supervise all staff needed to assure successful continuation of MSHMIS – in accord with budgeted assumptions outlined in the project budget.
2. Serve as the primary contact with WellSky regarding use of the *ServicePoint* software.
3. Negotiate with WellSky to support the purchase of licenses, and other services for communities and agencies that exceed the levels allocated to each locality, through available HUD MIBOSCOC funding.
4. Assure that data gathered through MSHMIS meets or exceeds HUD's published minimum data standards.
5. Assure the security, privacy, and integrity of data gathered and entered into MSHMIS meets or exceeds HUD's published minimum data standards.
6. Enter into any necessary sub-agreements related to MSHMIS implementation, in accord with any relevant HUD and/or MSHDA procurement principles (2 CFR Part 200).
7. Provide training for MIBOSCOC MSHMIS participants on all MSHMIS upgrades.

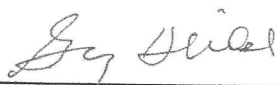
8. Provide ongoing user support and "help-desk" support.
9. Work with WellSky and MSHMIS participants to facilitate and properly document any customizations related to the statewide system.
10. Assure timely license activation by WellSky.
11. Maintain standard reports/queries that will support use of MSHMIS at the state, Continuum, and MSHMIS participant levels.
12. Maintain active communication with Local Planning Bodies, CoCs, and their partnering agencies participating in MSHMIS implementation.
13. Provide MSHDA with routine documentation necessary to coordinate services and ensure accountability with WellSky and MSHMIS participants. At minimum this documentation will include, but is not limited to:
 - a. Review of WellSky invoices for accuracy prior to MSHDA processing.
 - b. Documentation related to any requested customizations over five-thousand dollars (\$5,000).
14. Provide MSHDA with specified reports and other documentation related to the execution of this contract – which will include, but not limited to:
 - a. Monthly financial reimbursement requests.
 - b. Quarterly progress reports addressing progress on all planned deliverables and clear identification of any barriers or obstacles to fulfillment of performance objectives.
 - c. Annual Independent Audit in accord with established OMB A-133 regulations.
15. MSHDA makes no warranties, expressed or implied. MCAH, at all times, will indemnify and hold MSDHA harmless from any damages, liabilities, claims, and expenses that may be claimed against the MCAH; or for injuries or damages to the MCAH or another party arising under this Agreement; or arising from any acts, omissions, neglect, or fault of MCAH or its agents, employees, licensees, or clients; or arising from MCAH's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. MCAH will also hold MSHDA harmless for loss of damage resulting in the loss of data due to delays, non-deliveries, miss-deliveries, or service interruption caused by WellSky, by MCAH's, a CoC's, or local agency's negligence or errors or omissions, as well as natural disasters, technical difficulties, and/or acts of God. MSHDA shall not be liable to MCAH for damages, losses, or injuries to MCAH or another party than if such is the result of gross negligence or willful misconduct of MSHDA. MSHDA agrees to hold MCAH harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of MSHDA.
16. MCAH agrees to keep in force a comprehensive general liability insurance policy with combined single limit coverage for theft or damage of MCAH's MSHMIS-related hardware and software, as well as coverage of MCAH's indemnification obligations under this agreement.

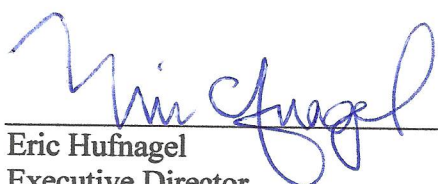
Provisions of paragraph 14 shall survive any termination of the Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as dated below.

Michigan State Housing Development Authority

Michigan Coalition Against Homelessness

By: 
Gary Heidel
Executive Director

By: 
Eric Hufnagel
Executive Director

Dated: 3/7/2022

Dated: 3/9/22