

THIS AGREEMENT, made this 7th day of April, 2016, between the **COUNTY OF MIDDLESEX**, a municipal corporation of the State of New Jersey, having its principal offices at 75 Bayard Street, City of New Brunswick, County of Middlesex, State of New Jersey, hereinafter called "**the County**," and **Coming Home of Middlesex County, Inc.**, a non-profit corporation of the State of New Jersey, having its principal offices at **75 Bayard Street, 2nd floor, New Brunswick, 08901**, State of New Jersey, hereinafter known as "**the Agency**."

WITNESSETH:

WHEREAS, Middlesex County has received from the United States Department of Housing and Urban Development (HUD) a grant through the 2014 Continuum of Care Supportive Housing Program, in the amount of \$94,681 for operating of the Homeless Management Information System (HMIS);

WHEREAS, having a HMIS system is a requirement for all jurisdictions receiving HUD funding for homeless program and the Middlesex County Housing Continuum of Care Committee has recommended that operation of an independent HMIS system will enable the continuum to better track services and care coordination, monitor program outcomes and generate reports useful to evaluate progress towards meeting goals of the county's Plan to End Homelessness and HUD performance measures;

WHEREAS, the Agency is a corporate entity, which is qualified to receive public funds; and is the designated entity to coordinate implementation of the County's Plan to End Homelessness; and

WHEREAS, an agreement is necessary to set forth the terms under which the County will disburse said funds;

NOW, THEREFORE, in consideration of said monies and the services to be rendered, the parties hereto do mutually promise, covenant and agree as follows:

- (1) The County shall pay to Coming Home a sum not to exceed \$94,681 as described in Attachment A of this agreement, and the County Treasurer shall be authorized to issue drafts in accordance with this paragraph, upon the approval and execution of this agreement in addition to the submission of properly executed vouchers for work performed and approved, it being

understood that said funds shall be utilized to contract with a HMIS vendor and oversee the HMIS system as the designated lead entity as outlined in Appendix A, attached hereto. Said payments shall be made in accordance with the Uniform Claims Procedure of the County, and upon the approval and full execution of this agreement.

- (2) Title II of the Americans with Disabilities Act (ADA) requires that all programs, services and activities, which are contracted out by a governmental entity be accessible to persons with disabilities. The Agency will comply with the provisions of Title II of the ADA. The Agency will submit a written plan to the County, which describes the method in which County funded programs, activities or services will be provided to a disabled individual, as defined in the Act. Said plan must be submitted to the Middlesex County Office of Human Services prior to the execution of this contract. The Agency further ensures that it will not discriminate against disabled persons in any aspect of employment, inclusive of the application process, hiring, training, advancement and wages, benefits, or employer-sponsored social activities.
- (3) The Agency agrees to provide Program services without regard to the race, color, gender, age, sexual orientation, religion, disability or national origin of the applicant or recipient of services.
- (4) The Agency shall comply with the County's Affirmative Action regulations and submit all necessary documentation prior to the execution of this contract by the County.
- (5) By executing this contract, the Agency certifies that it will not utilize any portion of the contract funds or technology to support or promote violence, terrorist activities or related training of any kind, either directly or indirectly, including support of other organizations or persons engaged in such activity.
- (6) The Agency agrees to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Furthermore, the agency agrees to initiate HIPAA Business Associate Agreements (BAAs) with the County regarding certain protected health information, if deemed necessary under the provisions of the overall service agreement.

- (7) The Agency does further agree to submit an annual report and financial statement, showing in detail, the items of funds received and disbursed during the agency's operating year. Said statement to be submitted not later than January 31, 2017.
- (8) The Agency further agrees to submit to the Board of Chosen Freeholders, for its review, an annual report for the program(s) developed in the preceding year, which report shall contain all the information regarding the program under Paragraph (1) to enable the County to evaluate the adequacy of the services being rendered by the Agency. Said report to be submitted not later than March 31, 2017.
- (9) The Agency agrees to arrange for an annual audit of its fiscal transactions and fund balances related to the program, to be conducted by an independent certified public accountant firm. The costs of said audit shall be paid by the Agency, and a certified copy of same shall be forwarded to the Office of Human Services for review by the Board of Chosen Freeholders. Said audit must be submitted not later than July 1, 2017. If the audit discloses that any funds provided hereunder have been improperly expended, then the Agency shall repay said amount within thirty (30) days.
- (10) The Agency agrees to permit an authorized County representative to visit its facilities and operations for purposes of evaluation of the Program.
- (11) The obligations of the County are subject to the appropriation and the availability of sufficient funds and the obligations of the Agency contingent upon the County's disbursement of the funds hereunder.
- (12) If the Agency fails to perform in accordance with the requirements as set forth in this Agreement, and after written notification of default does not remedy said deficiencies within ten (10) days of notification, the County of Middlesex can terminate this agreement within thirty (30) days from the last cure date.
- (13) The Agency shall defend, indemnify and otherwise save and hold harmless the County of Middlesex, its agencies, departments, bureaus, boards, officials and employees, from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense

(a) which arise from acts or omissions, whether negligent or not, of the Agency, its officials, employees, agents, sub-contractor(s), volunteers, material suppliers and/or anyone working on behalf of the Agency or (b) which arise from any failure to perform or perform improperly the Agency's obligations under this Agreement..

- (14) The Agency shall provide the County with proof of adequate general liability and workers compensation insurance for the period covered in this contract, upon execution of this contract.
- (15) The County of Middlesex shall have the right to cancel this Agreement at any time during the Contract Period with a thirty (30) day Notice of Cancellation.
- (16) This Agreement for the disbursement of County funds in the amount of \$94,681 shall be effective for work performed during the HUD approved agreement period of April 1, 2015 – March 30, 2016.
- (17) Funds will be paid to Coming Home Inc. based on monthly installments for the provision of services. Payment will be made upon submission of invoice and voucher outlining the funds expended during the prior month.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and attested to by their proper corporate officers and affixed with their corporate seals on the day set forth above.

COUNTY OF MIDDLESEX

ATTEST:

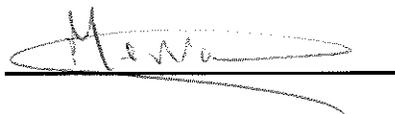


**Amy Naples
Board of Chosen Freeholders**



**Carol Bellante
Freeholder Deputy Director**

ATTEST:



AGENCY DIRECTOR



Eileen O'Donnell, Exec. Director

APPROVED AS TO FORM AND LEGALITY



**MIKI ATHANASOPOULOS, ESQ.
SENIOR DEPUTY COUNTY COUNSEL**

APPENDIX A HMIS LEAD ENTITY AGENCY

The Homeless Management Information System (HMIS) lead entity services to be provided by the Agency are as follows:

- Contract with a HUD approved HMIS vendor, specifically Bowman Systems, to provide an HMIS system to all participating HMIS agencies in the Middlesex County Housing Continuum of Care Committee (MCHC3 or Continuum). The HMIS vendor should at a minimum:
 - ✓ Provide a system that meets all current HUD data quality standards and the ability to be upgraded in accordance with HUD requirements
 - ✓ Provide adequate training and support to Coming Home systems administrator
- Employment of a systems administrator to be the coordinator between the HMIS provider and HMIS user agencies and to also conduct data analysis for reporting, operations, and planning purposes.
- To ensure that the HMIS system remain an “open system”
- To coordinate with the HMIS vendor on implementing any modifications to the county’s HMIS system based on approved recommendations of MCHC3.
- Obtain Participation Agreements with all participating HMIS agencies and collect user fees in accordance with fee schedule, which are to be used for providing HUD required match for the HMIS program. Any changes to the fee schedule should be approved by the MCHC3 Executive Board.
- Conduct trainings on HMIS system for all users and for agency HMIS administrators.
- Establish HMIS policies and procedures that are in compliance with current HUD regulations and guidance and make updates as needed to comply with any new regulations.
- Assist with the preparation and sharing of data for HUD and State agencies, including transmission of Supportive Services for the Homeless (SSH) monthly uploads to the State’s HMIS vendor.