

AGREEMENT AMONG MISSISSIPPI HOME CORPORATION, (ENTER NAME OF EMERGENCY SOLUTIONS GRANT AGENCY) AND (ENTER NAME OF COMMUNITY MENTAL HEALTH CENTER)

This **Agreement** (the “**Agreement**”) is made and entered into by and among **Mississippi Home Corporation** (“**MHC**”), **(ENTER NAME OF EMERGENCY SOLUTIONS GRANT AGENCY)** (“**ESG Agency**”) and **(ENTER NAME OF COMMUNITY MENTAL HEALTH CENTER)** (“**CMHC**”) (each a “**Party**” and collectively the “**Parties**”), effective January 1, 2016.

WHEREAS, ESG Agency and CMHC executed that certain Memorandum of Understanding Between ESG Agency and CMHC Services (the “**MOU**”), which is attached hereto as **Exhibit A** and incorporated herein by reference, whereby ESG Agency and CMHC have agreed to provide certain services in relation to MHC’s CHOICE assistance program (the “**Program**”), which helps individuals with serious mental illness live with maximum independence in community housing with mental health supportive services; and

WHEREAS, the Parties desire to memorialize and further define the Agreement between MHC, on the one hand, and ESG Agency and CMHC, on the other by virtue of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the undersigned do hereby and agree as follows:

1. ESG Agency and CMHC covenant and agree to comply with the terms of the MOU, which is incorporated herein.
2. The Parties covenant and agree to conduct Program activities in compliance with all Federal and State laws, rules and regulations.
3. The term of this Agreement is one year from the date on which this Agreement has been signed by both Parties and may be renewed annually upon written agreement of the Parties.
4. This Agreement may be terminated by either Party by giving written notice to the other Party ninety (90) days in advance of a specified date of termination; provided, however, that MHC may terminate this Agreement at any time without advance notice in accordance with Section 5 of this Agreement.
5. This Agreement is contingent upon the receipt and availability of State funds. If the funds anticipated for the continuing fulfillment of this Agreement are, at any time, not forthcoming or are insufficient, MHC shall have the right to terminate this Agreement without damage, penalty, cost or expenses to MHC of any kind whatsoever. ESG Agency and CMHC release MHC from all liability for any claims or damages

related to such actions described above relating to termination due to unavailable or insufficient funds.

6. Neither ESG Agency nor CMHC shall assign, subcontract or otherwise transfer this Agreement in whole or in part without the prior written consent of MHC. Any attempted assignment or transfer of either CMHC's or ESG Agency's obligations without MHC's consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the successors and assigns of the Parties.

7. To the extent that either CMHC or ESG Agency provides any services subcontracted under MHC's agreement with a community mental health center for the performance of services related to the CHOICE Program, the Parties agree that the applicable Party (either CMHC or ESG Agency) will request and obtain a copy of the applicable contract and abide by its terms to the extent such terms apply to it.

8. This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be modified, altered or amended only by a written document executed by the Parties.

8. If any term or provision of this Agreement or its application shall be declared invalid, illegal or unenforceable in any respect as written, that shall not affect any other provision of this Agreement, which shall continue to be effective as though the invalid and unenforceable part, clause or invalidation had not been made, and the remainder of this Agreement shall be valid and enforceable to the fullest extent allowed by law.

9. This Amendment may be executed in counterparts and all such counterparts shall constitute one agreement of both parties, notwithstanding that both parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day first stated above.

MISSISSIPPI HOME CORPORATION

By: Scott Spivey, Executive Director

Date: _____

(ENTER NAME OF COMMUNITY MENTAL HEALTH CENTER)

By:

Its: _____

Date: _____

(ENTER NAME OF EMERGENCY SOLUTIONS GRANT AGENCY)

By:

Its: _____

Date: _____