

STATE OF GEORGIA
COUNTY OF FULTON

**MEMORANDUM OF AGREEMENT BETWEEN THE GEORGIA HOUSING AND
FINANCE AUTHORITY (“GHFA”) AND FULTON COUNTY GOVERNMENT
 (“FULTON”)**

This Memorandum of Agreement (MOA), is made and entered into this 1st day of December, 2021 (the “Effective Date”) , by and between Georgia Housing and Finance Authority (hereinafter referred to as “GHFA”), an instrumentality of the State of Georgia, whose address is 60 Executive Park South, NE, Atlanta, GA 30329, and Fulton County Government on behalf of the Fulton County Continuum of Care (CoC) (hereinafter referred to as “the Fulton CoC”), whose address is 141 Pryor St. SW, Atlanta, GA 30303, collectively referred to as the “Parties”.

WHEREAS, On July 1, 1996, the Governor and General Assembly merged GHFA, which acts as the state’s housing agency funding housing and services for disabled individuals and people experiencing homelessness in the State of Georgia, with the Department of Community Affairs (“DCA”), which was created in 1977 to serve as an advocate for local governments, for any purpose necessary or incidental in the administration and performance of GHFA's duties, powers, responsibilities, and functions as provided in O.C.G.A. §50-26-1 et. seq.; and

WHEREAS, GHFA has designated DCA to serve as the Homeless Management Information System (“HMIS”) Lead for the Georgia HMIS Collaborative; and

WHEREAS, The Fulton CoC of the GA HMIS Collaborative, has designated DCA as the HMIS Lead to manage the Continuum’s HMIS, apply for and receive HUD HMIS funding on behalf of their Continuum of Care (“CoC”); and

WHEREAS, DCA will manage the HMIS grant in cooperation with the Fulton CoC, and will collect Cost Sharing Fees, as agreed upon through the GA Cost Sharing Plan, for services specified in Appendix A.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the Parties agree as follows:

1. PURPOSE

The purpose of this MOA is to address the funding obligations delineated for each CoC through the Cost Distribution Plan that was approved by the GA HMIS Steering Committee and derived from a HUD funded CoC HMIS dedicated grant or other funding identified by the CoC.

II. APPLICABILITY

This MOA applies to the HMIS Dedicated grant for each CoC. If the CoC does not have a dedicated grant, they are responsible to determine and identify in writing the alternative funding source to cover the cost of the HMIS Implementation.

III. RESPONSIBILITIES

A. The responsibilities of GHFA under this MOA are listed in the Appendix A to this MOA.

B. The responsibilities of the Fulton CoC under this MOA listed in the Appendix B to this MOA.

IV. TERM

The initial term of this MOA shall commence on the Effective Date, the 1st, day of December 2020, and terminate on the 30th day of November 2021, unless terminated pursuant to the termination provisions contained in this MOA. A Party desiring to renew this Agreement shall give the other Party at least sixty (60) days' written notice of intent to renew prior to the expiration of the MOA. The term of this MOA may be renewed by mutual consent of the Parties in a written agreement between them signed by their authorized representatives.

V. FUNDING.

DCA and the Fulton CoC will continue to participate in the commitment of funding the implementation of the GA HMIS Implementation as outlined in the GA Cost Sharing Plan; to work in cooperation with the HMIS Lead for additional funding opportunities. The Parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for any amounts payable hereunder no longer exist or are determined to be insufficient, this MOA shall terminate without further obligation.

VI. COSTS AND EXPENDITURES.

Project Name:	<u>Fulton HMIS Renewal</u>
Grant No. (if applicable):	<u>GA0232L4B022008</u>
Grant or funding source Term:	<u>12/01/2021-11/30/2022</u>
Grant/Funding Source Amount:	<u>\$76,484</u>
Amount of Grant Retained by CoC (if applicable):	<u>\$42,918.30</u>
Amount of Grant/Funding source retained by DCA:	<u>\$33,565.70</u>

VII. CONDITIONS

A. Conditions for HMIS Grant recipients:

The Fulton CoC agrees to allocate \$33,565.70 to GHFA for the GA HMIS Implementation, as specified in the Cost Distribution Agreement that was approved May 25, 2017. Furthermore, the Fulton CoC agrees to:

1. Submit quarterly reimbursements by the last day of the quarter as required by HUD.
Note: A quarterly review will be conducted by DCA on behalf of GHFA to ensure reimbursement requests indicate a sufficient spend down rate. In the event no plan has been put forth, and an excess balance is remaining in the grant, GHFA reserves the right to reallocate the balance to another eligible activity.
2. Provide Match documentation on the prescribed reimbursement form supplied by GHFA at:
<http://www.dca.ga.gov/housing/specialneeds/programs/documents/HMISReimbursementSummaryforEligibleCostsandDocumentationofMatch.xlsx>.
3. Provide annually updated documents required for the Grants Management to include HB87, HB2, W-9 forms.

B. Conditions for CoC's with Other Funding Sources: (If Applicable)

_____ agrees to allocate \$_____ to GHFA for the GA HMIS Implementation, as specified in the Cost Distribution Agreement that was approved May 25, 2017. Furthermore, the _____ agrees to:

1. Submit quarterly payments to GHFA by the last day of the quarter as determined by the funding source term noted above.
2. If payment is not received within 90 days of the due date, the _____ will be considered non-compliant with this MOA and must submit a letter to GHFA outlining why payment has not been submitted and the expected date for payment. Non-compliance may lead to termination of the _____ participation in the GA HMIS Collaboration.

C. Designated Representative:

The Fulton CoC will provide a "Designated Representative and an alternate" that agrees to participate in periodic meetings established by GHFA, and to act on behalf of the Fulton CoC on matters related to the grant's management pertaining to this MOA. GHFA should be notified promptly if any change in representation occurs.

VIII. TERMINATION

This MOA may be terminated upon the Parties' mutual agreement following receipt of a sixty (60) days' written notice, provided by either Party, of their intent to terminate the MOA. Written notices shall be sent to the points of contact listed in the notice provisions of this MOA.

IX. AMENDMENT

This MOA is subject to periodic review by the Parties. Either Party to this Agreement may propose a modification to this MOA at any time. This MOA may be amended during its validity by mutual consent of the Parties in a written agreement between them signed by their authorized representatives.

X. DEFAULT

In the event of any default by GHFA or the Fulton CoC, of any of their obligations under this MOA, either party shall provide the other with written notice thereof requesting that the breach or noncompliance be remedied within a time period specified in the notice not to exceed thirty (30) days.

XI. NOTICE

All notices, requests, or other communications (excluding invoices) under this MOA shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received by a Party.

GHFA:

60 Executive Park South, NE

Atlanta, GA 30329

Attn: Christy Lovett

(404) 679 - 0596

Email: christy.lovett@dca.ga.gov

With a copy to:

60 Executive Park South, NE

Atlanta, GA 30329

Attn: Jeanette Pollock

(404) 679 - 3177

Email: jeanette.pollock@dca.ga.gov

XII. DISPUTE RESOLUTION

Any dispute between the Parties arising under this MOA, other than relating to default in payment or obligations, shall be resolved informally by persons designated by each Party or by them through direct negotiations to settle the matter in a spirit of cooperation.

XIII. COOPERATION

The Parties agree to cooperate fully regarding the implementation of this MOA.

XIV. MISCELLANEOUS.

A. Georgia Open Records Act.

The Parties acknowledge that this MOA is subject to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., which requires that public records be open and available for inspection by any member of the public.

B. Entire Agreement.

This MOA constitutes the entire agreement between the Parties. There are no representations either oral or otherwise, other than those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date first written above. Each of the Parties hereto shall cause this MOA to be executed in duplicate by the duly authorized officer, with each Party to receive one of the duplicate texts, which shall each have equal authenticity.

FULTON COUNTY GOVERNMENT

By:_____

Name:_____

Title:_____

GEORGIA HOUSING AND FINANCE
AUTHORITY ("GHFA")

By:_____

Name: Tonya Cureton Curry

Title: Deputy Executive Director

Appendix A

Eligible Services:

Cost sharing fees may be applied to services under the HUD eligible budget line item categories: Equipment, Software, Personnel, Services, Space & Operations.

Equipment

Central server(s)
Personal computers and printers
Networking
Security

Software

Software / User Licensing
Software Installation
Support and maintenance
Supporting Software Tool

Personnel

Project management / Coordination
Data Analysis
Programming
Technical Assistance and Training
Administrative Support Staff

Note: Technical Assistance and Training funds may be used for travel, hotel, and per diem costs for HUD - approved HMIS training sessions

Services

Training by Third Parties
Hosting / Technical Services
Programming: Customization
Programming: System Interface
Programming: Data Conversion
Security assessment and setup
On-line Connectivity (Internet Access)
Facilitation
Disaster and Recovery

HMIS Space & Operations

Space costs
Operational costs

Appendix B

Responsibilities of the HMIS Lead

The parties designate DCA as the HMIS Lead. DCA agrees, at a minimum, to carry out the following responsibilities to the best of its ability:

Project Management

- Oversee the day-to-day operations and management of the GA HMIS Implementation;
- Enter into a MOA with each CoC for the purpose of enacting the GA HMIS Implementation.
- Obtain and maintain GA HMIS Participation Agreements with all participating agencies and users;
- Administer each CoCs required funding contributions to the GA HMIS Implementation which may include HUD HMIS awards or outside funding as determined by the CoC, in accordance with the MOAs between GHFA and each Collaborative Applicant;
- The Services in Exhibit A are subject to change based on unforeseen circumstances and/or other factors beyond the control of GHFA and the CoCs. Each CoC shall be reasonably consulted on all budget changes, however, GHFA shall have final authority over final costs and the final scope of the work outlined in this Agreement.
- Provide staff support for GA HMIS Steering Committee;
- Develop and maintain a process for the GA HMIS Steering Committee to submit, track, review, and recommend requests for system enhancements and development projects; and
- Develop and maintain a tracking and communication process that will allow the GA HMIS Steering Committee to stay informed about the activities of the software related to compliance, enhancements, bugfixes, and new development projects.

System Functionality

- Enter into a formal contractual relationship with the software vendor which outlines the requirements and responsibilities of the software vendor, including those required by HUD and its Federal partners through its data and technical standards, statutes, regulations, notices, etc.;
- Ensure that the vendor's software system maintains timely compliance with all relevant current and future data and technical standards, statutes, regulations, and notices;
- Ensure that the vendor's software system maintains timely compliance with any other required standards set by other federal partner and state programs that require HMIS use;
- Ensure that the vendor's software system, within reasonable development timeframes, provides CoCs with the ability to produce all HUD required reports, including related reports needed to assess data quality, timeliness, and completeness; and,
- Provide CoC Administrators with tools necessary to monitor participating agency compliance with Federal Data Standards, including reports and access to raw agency data; and
- Ensure that the vendor's software continues to meet the needs of the GA HMIS Collaborative.

GA HMIS Standard Operating Procedures

- Develop and maintain GA HMIS Standard Operating Procedures in accordance with HUD requirements and notices and CoC need for approval by the GA HMIS Steering Committee;
- Develop and maintain a privacy plan, security plan, and data quality plan for the participating agencies of the GA HMIS Collaborative in accordance with HUD requirements for approval by the GA HMIS Steering Committee;

- As specified by MOA with each CoC, assist CoCs in monitoring participating agency compliance with security, privacy, and confidentiality policies.

Training and Technical Assistance

- Establish a CoC Admin User Group to engage and encourage support amongst CoC Admins.
- Develop minimum training requirements for participating agency users for approval by the GA HMIS Steering Committee;
- Ensure required basic training is available to participating agency staff and accessible on a regular basis;
- Identify and provide additional training that may be needed to ensure good data quality for HUD and the Federal partners;
- Ensure technical assistance and help desk support is available and accessible to participating agencies on a regular basis; and
- Ensure CoCs have access to reports, technical assistance, and training required to develop a data quality improvement plan when necessary.

Responsibilities of the Continua of Care

Each CoC entering into this MOA agrees to participate in the GA HMIS Implementation with DCA, on behalf of the GHFA, as the designated HMIS Lead Agency. Further, each CoC agrees to collaboratively govern the GA HMIS Collaborative through the By-laws and participation requirements of the GA HMIS Steering Committee.

Governance Commitments

- Collaborative Applicant agrees to fully participate in the GA HMIS Implementation and follow the By-Laws of the GA HMIS Steering Committee. This shall include, at a minimum, incorporating reference to the GA HMIS Implementation, including GA HMIS Steering Committee participation and adoption of its By-Laws, into local CoC governance documentation. Full compliance with this action requires the following additional commitments from the CoC:
 - Adopt and/or re-affirm adoption of the GA HMIS Steering Committee By-Laws and participate in an annual review and request updates to the By-Laws;
 - Appoint two voting members, in writing, as specified in Section IV of the By-Laws, to serve on the GA HMIS Steering Committee to provide oversight of the Implementation and represent the CoC in GA HMIS Collaborative decision-making;
 - Formalize and document the local process by which representatives to the GA HMIS Steering Committee are appointed and vested with the authority to act on behalf of the CoC on all matters related to the GA HMIS Implementation;
 - Incorporate and follow the standards and processes adopted by the GA HMIS Steering Committee with regards to monitoring HMIS participating agencies as defined in the GA HMIS Implementation's Standard Operating Procedures (SOPs); and
- GA HMIS Standard Operating Procedures
Each CoC agrees to comply with:
 - The GA HMIS Standard Operating Procedures;
 - The privacy plan, security plan, and data quality plan for the GA HMIS Collaborative;
 - Compliance monitoring of participating agencies; and

- Operational Responsibilities

Each CoC agrees to:

- Enter into a Memorandum of Agreement with DCA, as the HMIS Lead, for the provision of HMIS services;
- Accept the HMIS software, chosen by the GA HMIS Collaborative as the designated software for its CoC;
- Designate DCA as the HMIS Lead to manage the CoC's HMIS and apply for/receive HUD HMIS funding on behalf of its CoC;
- Designate at least one user in the CoC to be a CoC Administrator, who would be authorized to have administrative-level access to the data for the specific CoC for the purposes of providing CoC level oversight and user support, as well as to monitor agency compliance with Federal Data Standards;
- Ensure HMIS participation by participating agencies as established by the GA HMIS Implementation's Standard Operating Procedures of the GA HMIS Collaborative and any additional policies and procedures established by its respective CoC;
- Direct all requests and concerns to the HMIS Lead, including, but not limited to software vendor management, HMIS enhancements, system errors, and project status to allow the HMIS Lead to more efficiently manage communications and centralize feedback and input across all participating CoCs;
- Require that participating agency users meet the minimum training requirements established by the GA HMIS Steering Committee;
- Ensure the commitment of funding for the GA HMIS Implementation;
- Ensure HMIS privacy and security protocols are integrated into participating agency policies and practices;
- Require that all participating agencies and users in the CoC comply with GA HMIS Standard Operating Procedures;
- Conduct ongoing data analysis and evaluation to help drive planning and funding decisions;
- Provide support, as needed to the HMIS Lead, in the preparation of all HUD required applications or reports related to HUD HMIS funding; and
- Prepare, review, and submit all HUD required Continuum-level reports (Annual Homeless Assessment Report, and System Performance Measures) with support from the HMIS Lead.