



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR  
COOPERATIVE PURCHASING AGREEMENT  
10840(CCS), HOMELESS MANAGEMENT  
INFORMATION SYSTEM (HMIS)**

**For**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

## **Contract Agreement**

This Agreement for the Fulton County 502 Continuum of Care's ("CoC") Homeless Management Information System ("HMIS") for the Department of Community Development is made and entered into by and between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" or "Owner" and Pathways Community Network Institute dba Pathways MISI hereinafter referred to as "Consultant"

### **Contract Documents**

County and Consultant agrees that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Exhibit 1: City of Santa Monica, CA Homeless Management Information System, Contract Number 10840 (CCS) by reference made a part of the Agreement
- III. Exhibit 2: Scope of Work and Budget
- IV. Exhibit 3: Compensation
- V. Exhibit 4: Certificate of Insurance
- VI. Exhibit 5: Georgia Security and Immigration Contractor Affidavit

This Agreement was approved by the Fulton County Board of Commissioners on February 1, 2023, BOC Item #23-0076.

### **Contract Term**

The term of the agreement will be effective upon issuance of the Notice to Proceed through November 30, 2023

### **Modifications**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

### **Indemnification**

Consultant shall, to the fullest extent permit by law, indemnify the County and protect, defend, indemnify and hold harmless the County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or

loss or claims arising out of or resulting in whole or part from any actual or alleged act or omission of the Consultant/Contractor, sub-consultants/subcontractors, anyone directly or indirectly employed by any firm or sub-consultant/subcontractors; or anyone for whose acts any of them may be liable in the performance of the Contract Services;

- b) Violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Consultant/Contractor in the performance of Contract services; or
- c) Liens, claims or actions made by the Consultant/Contractor or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Consultant/Contractor, or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit actor, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limitsof liability insurance requirements specified in this agreement.

### **Insurance**

Consultant/Contractor agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the [Insert the Contract Number and Contract Title of project being utilized for Cooperative or Statewide Contract]. Consultant/Contractor agrees to maintain insurance coverage during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

### **Notices**

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Consultant to:                      Division Manager  
   Department of Community Development  
   137 Peachtree Street, SW  
   Atlanta, Georgia 30303  
   Attn: Dawn Butler  
   Email: [dawn.butler@fultoncountyga.gov](mailto:dawn.butler@fultoncountyga.gov)

With a copy to:                            Chief Purchasing Agent  
   Department of Purchasing & Contract Compliance  
   130 Peachtree Street, S.W., Suite 1168  
   Atlanta, Georgia 30303  
   Attn: Felicia Strong-Whitaker  
   Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)

And by the County to:

Executive Director  
Pathways Community Network Institute dba Pathways MISI  
1 West Court Square, Suite 750  
Decatur, GA 30030  
Attn: William Matson  
Email: [william.matson@pcni.org](mailto:william.matson@pcni.org)

The parties to this service agreement agree to the above referenced conditions:

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:  
*Robert L. Pitts*  
14F1B4AA5F6A44A

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:  
*Tonya Grier*  
EEC476C4037640D...

Tonya R. Grier  
Interim Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:  
*Patrick O'Connor*  
64E8837846AF49C...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
*Pamela Roshell*  
DB15F2F614E447A

Dr. Pamela Roshell, Deputy COO  
Health & Human Services  
Office of the County Manager

CONSULTANT:

**PATHWAYS COMMUNITY  
NETWORK DBA PATHWAYS  
MISI**

*William R Matson*

William Matson  
Executive Director

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

*Alexander Luis Marin*

Notary Public

County: Roanoke, Virginia

Commission Expires: 08/31/2024

(Affix Notary Seal)

**Alexander Luis Marin**  
REGISTRATION NUMBER  
7871785  
COMMISSION EXPIRES  
August 31, 2024

Notarized online using audio-video communication

## EXHIBIT 1

City of Santa Monica, CA Homeless  
Management Information System,  
Contract Number 10840 (CCS)

(By reference made a part of this Agreement)

# EXHIBIT 2

## SCOPE OF WORK AND BUDGET

## Proposed Scope and Budget – Fulton County HMIS Administration

Pathways MISI proposes the following services to administer the Fulton County CoC HMIS implementation.

### Data Services

- Conduct monthly data quality monitoring and produce data quality reports for HMIS participating agencies (up to 180 hours per year).

### HMIS Administration

- Address in timely fashion all HMIS Issue Tickets submitted by Fulton County funded and non-funded agencies. Review and correct project setup issues as they emerge.
- Provide onsite Technical Assistance to agencies to address data quality concerns for upcoming Federal reports. Technical Assistance may be initiated by agency request and/or if the agency does not meet a predetermined data quality threshold, and/or as requested by Fulton County.
- Conduct and facilitate Fulton County CoC User Group Trainings/meetings every other month at a location and time approved by Fulton County.
- Assist with completion and submittal of federal reports.
- Assist with any Professional Services Orders (PSO) with Eccovia.
- Provide one full time (35 hours/week) staff position dedicated to Fulton County HMIS.
- Keep abreast of federal HMIS requirements and national best practices through attendance at industry conferences and HUD training sessions.

### Training Development and Delivery

- Provide ongoing on demand HMIS data quality training to Fulton County Departments that provide services to the homeless and to other organizations within the Fulton County Continuum of Care that participate in the CoC's HMIS implementation. Develop additional data related training curricula as needed. (total effort: up to 100 hours per year).

### Coordinated Entry

- Provide ongoing Coordinated Entry HMIS usage support in person, phone, email, online help portal or social media (up to 60 hours, portal provided by Pathways MISI).
- Provide ongoing on demand Coordinated Entry HMIS workflow training to Coordinated Entry lead organization staff and HMIS users that provide Coordinated Entry referrals. Develop additional Coordinated Entry training curricula as needed (total effort: up to 35 hours per year).

### Analysis

- Analysis of HIC, LSA, SPM, PIT and other designated reports.
- Acceptance/update of the Statewide Data Quality Plan.

### Technical Assistance, Comparable Database Selection and Implementation

- Provide victim services and legal services providers with the Fulton County CoC with technical assistance as they select and/or implement comparable databases as required by HUD (up to 6 hours).



Here is our proposed budget for the activities described above:

<b>Ongoing Activities</b>	<b>Annual Cost</b>
Data Services	\$8,825.40
HMIS Administration	\$25,008.00
HMIS Dedicated Staff	\$65,000.00
Conferences (travel and registration)	\$4,200.00
Equipment for Staff	\$500.00
Training Development and Delivery	\$6,584.00
Coordinated Entry Training and Support	\$4,849.21
Analysis	\$4,141.20
Technical Assistance, Comparable Database	<u>\$294.18</u>
	\$119,402.29

Total cost for the year commencing December 1, 2022, and ending November 30, 2023, will be \$119,402.29.

Hourly rates for any additional activities not described in this proposed budget narrative:

- Data Services and HMIS Administration – \$49.03 per hour
- Training Development and Delivery – \$65.84 per hour
- Analysis – \$69.02 per hour

# EXHIBIT 3

# COMPENSATION

### Compensation

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$119,402.29 (One Hundred Nineteen Thousand Four Hundred Two Dollars and Twenty-Nine Cents). The detailed cost is provided below:

ON-GOING ACTIVITIES	
	COST
Data Services	\$8,825.40
HMIS Administration	\$25,008.00
HMIS Dedicated Staff	\$65,000.00
Conferences (travel and registration)	\$4,200.00
Equipment for staff	\$500.00
Training Development and Delivery	\$6,584.00
Coordinated Entry Training and Support	\$4,849.21
Analysis	\$4,141.20
Technical Assistance, Comparable Database	\$294.18
<b>GRAND TOTAL</b>	<b>\$119,402.29</b>

Total cost for the year commencing December 1, 2022, and ending November 30, 2023, will be \$119,402.29

Hourly rates for any additional activities not described in this proposed budget narrative:

- Data services and HMIS Administration - \$49.03 per hour
- HMIS Training - \$65.84
- Analysis - \$69.02 per hour

**EXHIBIT 4**  
**CERTIFICATE OF INSURANCE**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/18/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Belizaire Insurance Agency 1922 Highway 74 N Suite C Tyrone GA 30290		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> (404)662-2301	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> CNA Insurance Company	
		<b>INSURER B :</b> United States Liability Insurance Company	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	
<b>INSURED</b> PATHWAYS COMMUNITY NETWORK INSTITUTE 315 W PONCE DE LEON AVE STE 450 DECATUR GA 30030		<b>NAIC #</b> 73790 25895	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		7012841983	07/01/2022	07/01/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7012841983	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7012842003	07/01/2022	07/01/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
							PER STATUTE	
							OTHE-R	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					
	<b>PROFESSIONAL LIABILITY</b>			SP 1575743A	07/01/2022	07/01/2023	EACH CLAIM	\$2,000,000
							AGGREGATE	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as additional insured as per form SP146932G

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County 137 Peachtree Street SW Atlanta GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jerome Mills</i>
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## EXHIBIT 5

# GEORGIA IMMIGRATION AND SECURITY CONTRACTOR AFFIDAVIT

**STATE OF GEORGIA  
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **Pathways Community Network Institute dba Pathways MISI** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

70745  
EEV/Basic Pilot Program\* User Identification Number

Pathways Community Network, Inc. dba Pathways Community Network Institute, Pathways MISI

BY: Authorized Officer of Agent (Insert Contractor Name)

Executive Director  
Title of Authorized Officer or Agent of Contractor

William R Matson *William R Matson*  
Printed Name of Authorized Officer or Agent

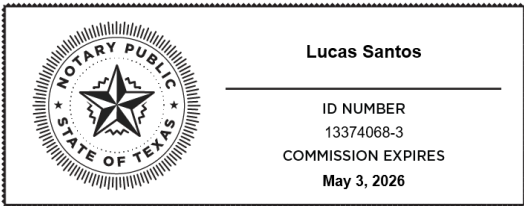
Sworn to and subscribed before me this 15th day of February, 2023.

Notary Public: *Lucas Santos*

County: Harris

Commission Expires: 05/03/2026

Notary Public, State of Texas



Notarized online using audio-video communication

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].