MEMORANDUM OF AGREEMENT BETWEEN THE GEORGIA HOUSING AND FINANCE AUTHORITY ("GHFA") AND FULTON COUNTY, GEORGIA ("FULTON")

This Memorandum of Agreement ("MOA"), is made and entered into this 1st day of December, 2025 (the "Effective Date"), by and between Georgia Housing and Finance Authority ("GHFA"), an instrumentality of the State of Georgia, whose address is 60 Executive Park South, NE, Atlanta, GA 30329, and Fulton County, Georgia on behalf of the Fulton County Continuum of Care ("CoC") ("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 assigned 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 County CoC, as part of the Georgia HMIS Collaborative, has designated DCA as the HMIS Lead to manage the Continuum's HMIS, apply for and receive United States Department of Housing and Urban Development ("HUD") HMIS funding on behalf of their Continuum of Care; and

WHEREAS, DCA will manage the HMIS grant in cooperation with the Fulton County CoC, and will collect Cost Sharing Fees, as agreed upon through the Georgia Cost Sharing Plan (Appendix A), for Services (Appendix B) and Responsibilities, (Appendix C).

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 Georgia 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 and the Fulton County CoC under this MOA are listed in the Appendix C to this MOA.

IV. TERM

The initial term of this MOA shall commence on the Effective Date, the 1st day of December 1, 2025, and terminate on the 30th day of November 2026, 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 County CoC will continue to participate in the commitment of funding the implementation of the Georgia HMIS Implementation as outlined in the Georgia 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.

VI. COST SHARING

The cost sharing under this Agreement will be applied as follows:

Project Name: Fulton HMIS Renewal Grant

No. (if applicable): GA0232L4B022412

Grant or funding source Term: 12/1/2025-11/30/2026

Grant/Funding Source Amount: \$77,019
Amount of Grant Retained by CoC (if applicable): \$45,365.80
Amount of Grant/Funding source retained by DCA:\$31,653.20

VII. **CONDITIONS**

A. Conditions for HMIS Grant recipients:

Fulton County CoC agrees to allocate Thirty-One Thousand Six Hundred Fifty-Three Dollars and Twenty Cents (\$31,653.20) to GHFA for the Georgia HMIS Implementation, as specified in the Cost Distribution Agreement that was approved May 25, 2017. Furthermore, the Fulton County 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.
- 3. Provide annually updated documents required for the Grants Management to include HB87, HB2, W-9 forms.

B.	Conditions for CoC's Us	sing Other Funding Sources: (Complete If Applicable)
		to GHFA for the Georgia HMIS Implementation, as
specifie	d in the Cost Distribution A	Agreement that was approved May 25, 2017 (see attached.)
Furtherr	nore, 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 ninety (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 Georgia HMIS Collaboration.

C. Designated Representative:

The Fulton County 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 County 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 County 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: Jeanette Pollock (404) 679-3177

Email: jeanette.pollock@dca.ga.gov

With a copy to: 60 Executive Park South, NE Atlanta, GA 30329 Attn: Jareny King

Email: jareny.king@dca.ga.gov

FULTON COUNTY, GEORGIA:

137 Peachtree Street, SW Atlanta, GA 30303 Attn: Dawn Butler

Office: 404.808-4150

Email: Dawn.Butler@fultoncountyga.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.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

FULTON COUNTY, GEORGIA
Robert L. Pitts, Chairman Fulton County Board of Commissioners
Attest:
Tonya R. Grier Clerk to the Commission
Approved as to Form:
Y. Soo Jo, County Attorney
GEORGIA HOUSING AND FINANCE AUTHORITY ("GHFA")
Philip Gilman Deputy Commissioner, Housing Assistance and Development

Appendix A

2017 Approved Georgia HMIS Cost Distribution Plan

Background

- HUD Field Office ("FO") asked for HUD Technical Assistance ("TA") to review and validate all revenue and expenditures for YEAR 1 HMIS costs and YEAR 2 proposed revenue and expenditures.
- On April 21 Dan Fox and Darlene Mathews had a briefing with the HUD FO to review and confirm budget actuals for Year 1 and proposed budget for Year 2 o Outlined the need to determine a cost distribution structure to pay for the balances that remain from Year 1 costs and ongoing cost.
- HUD will accept the cost distribution structure voted on by the HMIS Steering Committee.
- HUD TA will provide cost structure for HUD FO for review once it is approved by the HMIS Steering Committee.

Purpose

Ensure that all CoC's that participate in the Georgia HMIS have a full understanding of the cost associated with transitioning software

- Review Year 1 transition costs (Actual) June 2016- May 2017
- Review Year 2 projected costs (Budget) June 2017-May 2018
- Present cost sharing options
- Discuss strategies for meeting costs

Year 1 Transition Budget (Actuals)

- Revenue presented is cash on hand (income) available to pay bills.
- Expenditures are costs (expenses) that have been incurred.
- In-Kind contributions such as non-cash match are not included in this presentation.

Year 1 - Revenue Side

BALANCE OF STATE HMIS GRANT	TOTAL CASH MATCH CONTRIBUTED TO SYSTEM IMPLEMENTATION FROM NON GHFA GRANTS	CASH MATCH CONTRIBUTED TO HMIS IMPLEMENTATION FROM GHFA	GHFA AND GA ESG ADDITIONAL CONTRIBUTION	OTHER COC CONTRIBUTION TO SYSTEM-ATL, DEKALB, FULTON
\$620,000.00	\$0	\$136,000.00	\$196,750.00	\$171,695.00
This is the grant that GHFA has out of their BoS portfolio that pays for implementation		This is GHFA's cash match that is contributed towards the Statewide Implementation	This is one time additional funding that the State of GA contributed to extra HMIS costs incurred in the first year from ESG and GHFA	Atlanta, DeKalb and Fulton each made one time contributions to the additional one time costs in the first year of implementation. These contributions supported project management and system implementation costs
		TOTAL REVENUE IMPLEM	1ENTATION YEAR 1	\$1,124,445.00

 $Year\ 1-The\ Expenditure\ Side$

staff on Project staff of	devoted by DCA	Cost for ClientTrack			COSTS
Management, Financial mana Management, Database Management and compliance	on Balance of State project agement activity	Software	1 of 2 options for System Administration support that is less intensive	1 of 2 options for System Administration support that is more intensive and comprehensive	Costs associated with transitioning software including 1) data migration of data elements, 2) data migration of case notes 3) testing transitioned data by contractors
\$177,760.00 \$200,),000	\$247,000.00	\$150,000.00	NA	\$561,973.25

Year 1 – Cost Summary

REVENUE	\$1,124,445.00	
EXPENITURE	\$1,336,733.25	
BALANCE	\$212,288.25	

 $Year\ 1-Cost\ Distribution\ Option$

COST SH	ARING THROUGH GRANTS	
Atlanta	\$78,268.00	27%
Augusta	\$49,808.00	27%
Cobb	\$10,747.00	27%
Fulton	\$20,658.00	27%
DeKalb	\$41,002.20	27%
Savannah	\$10,000.00	Minimum Assessment
Athens	\$10,000.00	Minimum Assessment
TOTAL	\$220,483.20	

Year 2 - The Revenue Side

BALANCE OF STATE HMIS GRANT	CASH MATCH CONTRIBUTED TO HMIS IMPLEMENTATION FROM GHFA	GHFA AND GA ESG ADDITIONA CONTRIBUTION
\$620,000.00	\$100,000.00	\$0
This is the grant that GHFA has out of their BoS portfolio that pays for implementation	This is GHFA's cash match that is contributed towards the Statewide Implementation	This is one time additional funding that the State of GA contributed to extra HMIS costs incurred in the first year from ESG and GHFA

staff on Project staff on Balance of State Software Syste	2 options for em Administration port that is less nsive	1 of 2 options for System Administration support that is more intensive and comprehensive	Costs associated with transitioning software including 1) data migration of data
			elements, 2) data migration of case notes 3) testing transitioned data by contractors
(See poter	0,000.00 next slide outlining ential distribution of s/roles)	NA	50

System Administration Using De-Centralized Support Model System Admin - Level 3 Agency Admin - Level 1

- Password resets for organization (system permission) Manage and track required documentation for users and agency
- Communication point for Agency wide HMIS messaging
- Send out training links
- Answer general questions/redirecting to appropriate resources
 Track rown users for agency (will roll up info to CoC)
 Agency will need to have at least one Agency Admin

CoC Admin - Level 2

- Create and edit data explorer –basic custom reporting
- Create and manage setup data -services, grants, projects
- Read access to view form designer elements
- User account management (PW resets, NOT creation, system permissions, some configuration)
- Manage required agency forms User, Agency, CoC
- First take on tickets will be responsible for tickets involving areas they've been trained on.
- Communicate point for CoC Users
- Respond to basic "How To" questions
- Sending out training links
- Answering general questions/redirecting to appropriate resources
- Custom Trainings

- User Account creation and management
- Issue management
- Escalated issues
- Modifications/Configurations
- Baseline Trainings Coordinated Entry Solutions
- Creating and managing Knowledge Base Steering Committee Meetings
- Communications

Levels Supported by System Admin

- Level 1 Support Agency Admin
- Level 2 Support CoC Admin
- Level 3 Support System Admin

Year 2 The Expenditure Side: Option 2

GA STATEWIDE IMPLEMENTATION PROJECT MANAGEMENT	BALANCE OF STATE COC STAFF	SOFTWARE SOLUTION	System Administration (De- Centralized)	SYSTEM ADMINSTRATION (CENTRALIZED)	1 TIME SYSTEM IMPLEMENTATION COSTS
Time devoted by DCA staff on Project Management, Grant Management, Financial Management, Database Management and compliance	Time devoted by DCA staff on Balance of State only project management activity	Cost for Client Track Software	1 of 2 options for System Administration support that is less intensive	1 of 2 options for System Administration support that is more intensive and comprehensive	Costs associated with transitioning software including 1) data migration of data elements, 2) data migration of case notes 3) testing transitioned data by contractors
\$266,600	\$196,155	\$247,000.00	SO	\$637,000 (See next slide outlining potential distribution of tasks/roles)	\$0

System Administration Using the Centralized Support Model

Year 2 – Cost Summary

REVENUE	\$720,000	
EXPENITURE OPTION 1	\$959,755.75	
BALANCE OPTION 1	\$239,755.00	
EXPENITURE OPTION 2	\$1,346,755.75	
BALANCE OPTION 2	\$626,755.00	

Note: Balance Option 1 and 2 are the remaining balances after exhausting GHFA funds.

$Cost\ Distribution\ Summary\ Option\ 1-Approved\ Selection$

	\$239,755		
Tier 1	Augusta	8%	\$19,180.40
Tier 1	Athens	8%	\$19,180.40
Tier 1	Savannah	8%	\$19,180.40
Tier 2	Cobb	14%	\$33,565.70
Tier 2	Fulton	14%	\$33,565.70
Tier 3	DeKalb	18%	\$43,155.90
Tier 4	Atlanta	30%	\$71,926.50
		Total	\$239,755.00

Cost Distribution Summary Option 2

CoCs Cos	st Sharing Organized by Ar Tiered Distribu YEAR 2: OPTIO	tion	\$626,755.00
Tier 1	Augusta	8%	\$50,140.40
Tier 1	Athens	8%	\$50,140.40
Tier 1	Savannah	8%	\$50,140.40
Tier 2	Cobb	14%	\$87,745.70
Tier 3	Fulton	14%	\$87,745.70
Tier 4	DeKalb	18%	\$112,815.90
Tier 5	Atlanta	30%	\$188,026.50
		Total	\$626,755.00

Appendix B

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

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

Software

Software/User Licensing Software Installation Support and maintenance supporting

Software Tool

Services

Training by Third Parties Hosting / Technical Services Programming:

Customization

Programming: System
Interface Programming:
Data Conversion
Security assessment and
setup Online
Connectivity (Internet

Access) Facilitation

Disaster and Recovery

HMIS Space & Operations

Space costs Operational costs

Appendix C

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 Georgia HMIS Implementation; Enter into a MOA with each CoC for the purpose of enacting the Georgia HMIS Implementation.
- Obtain and maintain Georgia HMIS Participation Agreements with all participating agencies and users;
- Administer each CoCs required funding contributions to the Georgia 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 Georgia HMIS Steering Committee;
- Develop and maintain a process for the Georgia 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 Georgia 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 Georgia HMIS Collaborative.

Georgia HMIS Standard Operating Procedures

- Develop and maintain Georgia HMIS Standard Operating Procedures in accordance with HUD requirements and notices and CoC need for approval by the Georgia HMIS Steering Committee;
- Develop and maintain a privacy plan, security plan, and data quality plan for the participating agencies of the Georgia HMIS Collaborative in accordance with HUD requirements for approval by the Georgia 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 Georgia 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 Georgia HMIS Implementation with DCA, on behalf of the GHFA, as the designated HMIS Lead Agency. Further, each CoC agrees to collaboratively govern the Georgia HMIS Collaborative through the By-laws and participation requirements of the Georgia HMIS Steering Committee.

Governance Commitments

Collaborative Applicant agrees to fully participate in the Georgia HMIS
Implementation and follow the By-Laws of the Georgia HMIS Steering
Committee. This shall include, at a minimum, incorporating reference to the
Georgia HMIS Implementation, including Georgia 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 Georgia 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 ByLaws, to serve on the Georgia 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 Georgia HMIS Steering Committee are appointed and vested with the authority to act on behalf of the CoC on all matters related to the Georgia HMIS Implementation;
- Incorporate and follow the standards and processes adopted by the Georgia HMIS Steering Committee with regards to monitoring HMIS participating agencies as defined in the Georgia HMIS Implementation's Standard Operating Procedures (SOPs); and
- Georgia HMIS Standard Operating Procedures Each CoC agrees to comply with:
 - The Georgia HMIS Standard Operating Procedures:
 - The privacy plan, security plan, and data quality plan for the Georgia HMIS Collaborative;
 - o 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 Georgia 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 Georgia HMIS Implementation's Standard Operating Procedures of the Georgia 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 Georgia HMIS Steering Committee;

- Ensure the commitment of funding for the Georgia 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 Georgia HMIS Standard Operating Procedures;
- Conduct ongoing data analysis and evaluation to help drive planning and funding decisions;
- o Provide support, as needed to the HMIS Lead, in the preparation of all HUD required applications or reports related to HUD HMIS funding; and
- o Prepare, review, and submit all HUD required Continuum-level reports (Annual Homeless Assessment Report, and System Performance Measures) with support from the HMIS Lead.

Revision Update

10/25/2022	 Formatting updates Updated document date Added 2017 Approved Cost Distribution Plan as Appendix A Moved Services to Appendix B Moved Responsibilities to Appendix C
12/16/2024	- Annual update