



Fulton County Board of Commissioners  
**Agenda Item Summary**

# 20-0184

**BOC Meeting Date**  
 3/18/2020

**Requesting Agency**  
 Community Development

**Commission Districts Affected**  
 All Districts

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*  
 Request approval to enter into a Memorandum of Agreement ("MOA") between Fulton County, as the GA 502 Fulton County Continuum of Care ("CoC") Collaborative Applicant, and the Georgia Housing and Finance Authority ("GHFA") regarding the implementation of a statewide Department of Housing and Urban Development ("HUD") - compliant Homeless Management Information System ("HMIS"). Authorize the Chairman to execute the MOA after approval as to form by the County Attorney who is authorized to make modifications thereto prior to execution. The term is December 1, 2019 through November 30, 2020.

**Requirement for Board Action** *(Cite specific Board policy, statute or code requirement)*  
 The Official Code of Georgia, Section 36-10-1 states that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered in its minutes

**Is this Item related to a Strategic Priority Area?** *(If yes, note strategic priority area below)*  
 Yes            Health and Human Services

**Is this a purchasing item?**  
 No

**Summary & Background** *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

**Scope of Work:** (Provide a brief project scope of work of the services/work to be provided)  
 The MOA consists of DCA's oversight of the software vendor, the system administration and managing the partnership with the GA Homeless Management Information System (HMIS) Collaborative.  
 HMIS is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. The execution of the MOA is necessary to set up the Homeless Management Information System HS19 budget and to fully execute the HMIS financial agreement.  
**Community Impact:** (Provide the overall impact on community health, whether the impact would be Countywide or to a specific District, if applicable) A fully functional HMIS is critical to generating the following homeless annual reports: Annual Performance Report, System Performance Measures Longitudinal System Analysis, the Point In Time and Housing Inventory Count.

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Department Recommendation: (Provide the user department recommendation) Request approval to enter into the MOA.

Project Implications: (What are the future implications of the item in terms of potential changes in budget, service provision, or County policy/operations?) The Homeless Management Information System HS19 budget cannot be set-up without an executed MOA.

Community Issues/Concerns: (Identify any issues/concerns raised by constituents or clients concerning the agenda item and if those issues have been addressed?) N/A

Department Issues/Concerns: (Identify any additional department recommendations or concerns including funding, staffing, external/internal partnerships and operational inefficiencies) None

History of BOC Agenda Item: (Has this item previously been before the BOC? Yes or No. If yes, for non-purchasing item(s), describe what action(s) were taken.) Previously MOA was approved (#18-0034) on January 24, 2018.

(For purchasing items, provide the project history chart or if a new procurement, insert "New Procurement".)

**Contract & Compliance Information**

*(Provide Contractor and Subcontractor details.)*

<b>Agency Director Approval</b>		<b>County Manager's Approval</b>
<b>Typed Name and Title</b>	<b>Phone</b>	
<b>Signature</b>	<b>Date</b>	

Revised 03/12/09 (Previous versions are obsolete)

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Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
<b>Total Contract Value</b>	.			
<b>Total M/FBE Values</b>	.			
<b>Total Prime Value</b>	.			
<b>Fiscal Impact / Funding Source</b>	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
.				
<b>Exhibits Attached</b>	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			
Memorandum of Agreement				
<b>Source of Additional Information</b>	<i>(Type Name, Title, Agency and Phone)</i>			

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

<b>Procurement</b>			
<b>Contract Attached:</b> .		<b>Previous Contracts:</b> .	
<b>Solicitation Number:</b> .	<b>Submitting Agency:</b> .	<b>Staff Contact:</b> .	<b>Contact Phone:</b> .
<b>Description:.</b>			
<b>FINANCIAL SUMMARY</b>			
<b>Total Contract Value:</b>		<b>MBE/FBE Participation:</b>	
Original Approved Amount: .		Amount: .	%. .
Previous Adjustments: .		Amount: .	%. .
This Request: .		Amount: .	%. .
TOTAL: .		Amount: .	%. .
<b>Grant Information Summary:</b>			
Amount Requested:	Click here to enter text.	<input type="checkbox"/>	Cash
Match Required:	.	<input type="checkbox"/>	In-Kind
Start Date:	Click here to enter text.	<input type="checkbox"/>	Approval to Award
End Date:	.	<input type="checkbox"/>	Apply & Accept
Match Account \$:	.		
<b>Funding Line 1:</b> .	<b>Funding Line 2:</b> .	<b>Funding Line 3:</b> .	<b>Funding Line 4:</b> .
<b>KEY CONTRACT TERMS</b>			
<b>Start Date:</b> .		<b>End Date:</b> .	
<b>Cost Adjustment:</b> .		<b>Renewal/Extension Terms:</b> .	
<b>ROUTING &amp; APPROVALS</b> (Do not edit below this line)			
X	Originating Department:	Redd, Mia	Date: 3/11/2020
X	County Attorney:	Stewart, Derval	Date: 3/10/2020
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
.	County Manager:	.	Date: .

# GA HMIS MOA 2019

This document signifies the Memorandum Of Agreement between the Georgia HMIS Lead and the GA HMIS Collaborative

## Purpose and Scope

The purpose of this Memorandum of Agreement ("MOA") is to confirm agreements between the Georgia Housing and Finance Authority ("GHFA") and the Continua of Care ("CoCs"), as represented by their Collaborative Applicant. These partnerships constitute the GA HMIS Collaborative, regarding the implementation of a statewide, HUD-compliant Homeless Management Information System ("GA HMIS Implementation"). Heretofore, the reference to the GA HMIS Implementation consists of the oversight of the software vendor, the system administration and managing the partnership with the GA HMIS Collaborative.

As such, the MOA sets forth the general understandings and specific responsibilities of each party relating to key aspects of the governance and operation of the GA HMIS Implementation. In the spirit of collaboration, all parties have agreed to enter into this MOA to document each party's duties and responsibilities with regard to the GA HMIS Implementation and to ensure that the same are successfully executed.

The parties commit to timely responses, open communication, and collaborative work strategies in the completion of tasks necessary to ensure efficient and effective operations of the GA HMIS Collaborative and the HMIS Lead.

## Background

The Homeless Management Information System ("HMIS") is a computerized data collection application designed to capture information about homeless persons and homeless service programs over time. HMIS is mandated by the U.S. Department of Housing and Urban Development ("HUD") under the HEARTH Act for all communities and agencies receiving HUD Continuum of Care and Emergency Solutions Grants homeless assistance funds. Other Federal Partners, such as the U.S. Department of Health and Human Services ("HHS") and the U.S. Department of Veteran Affairs ("VA") also mandate use of HMIS for some of their programs. HMIS is essential to streamline client services and inform public policy. Through HMIS, homeless persons benefit from improved coordination within and between agencies, informed advocacy efforts and policies that result in targeted services. Analysis of information gathered through HMIS is critical to the preparation of a periodic accounting of homelessness in Georgia, which may include measuring the extent and nature of homelessness, the utilization of services and homeless programs over time and the effectiveness of homeless service programs. Such an unduplicated accounting of homelessness is necessary to service and systems planning, effective resource allocation and advocacy.

In response to the need for a more effective HMIS implementation, 8 Continua of Care across the State of Georgia (Atlanta, Athens-Clarke County, Augusta – Richmond County, DeKalb County, Fulton County, Marietta – Cobb County, Savannah-Chatham County and the Georgia Balance of the State) joined together in 2015 to form the GA HMIS Collaborative in pursuit of a statewide GA HMIS Implementation under the Georgia Department of Community Affairs ("DCA") as the HMIS Lead. The GA HMIS Collaborative established a governing body, the GA HMIS Steering Committee, to aid in directing planning and policy decisions in support of the GA HMIS Implementation.

### Term of Agreement and Termination

- a. This MOA shall commence from date of execution, as designated by the last date of signature of the parties, and shall require renewal in concurrence with the current grant award term that each CoC utilizes to meet their HMIS grant contribution requirement. This MOA may be terminated sooner by written agreement of both parties or as otherwise permitted under this MOA.
- b. A CoC may terminate for convenience its participation in this MOA for any reason at the beginning of the next contract year by giving GHFA six (6) months prior written notice. Written notice of a CoC’s intent to withdraw from the GA HMIS Implementation should be sent DCA, c/o HMIS Lead, 60 Executive Park South NE, Atlanta, GA 30329
- c. GHFA may terminate for convenience its participation in this MOA for any reason at the beginning of the next contract year by giving the other party eighteen (18) months prior written notice.
- d. Parties will work in good faith to resolve material breaches through mediation efforts addressing the cause of the perceived breach. In the event that amenable resolution cannot be reached in the event of material breach, either party may terminate this MOA upon written notice to the other party if the other Party materially breaches any term or condition of this MOA and fails to cure such breach within ninety (90) days from the terminating party’s provision of written notice.
- e. All amendments, additions, deletions, or modifications to this MOA must be mutually agreed upon in writing by the parties. Additionally, such amendments, additions, deletions or modifications are subject to review and approval of the GA HMIS Steering Committee.

### Specific Responsibilities of the Parties

#### 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;

## GA HMIS MOA

- 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
  - Enter into a separate agreement with the HMIS Lead that outlines the CoC Administrator's duties and responsibilities including the scope of access rights and role in addressing request for assistance from users, and provides consequences for non-compliance, as defined in the CoC Agreement.
- 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;

**GA HMIS MOA**

- 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.

**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, bug fixes, 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 needs 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.

## General Understandings, provisions

All parties to this MOA, as members of the GA HMIS Collaborative, agree to the general governance provisions set forth by the GA HMIS Steering Committee, as defined by said Committee's By-Laws (Exhibit B).

### a. Governance

The GA HMIS Collaborative is governed by the GA HMIS Steering Committee, which will provide oversight and accountability for all GA HMIS Implementation responsibilities in support of the HMIS Lead. The CoC's responsibilities for GA HMIS Implementation oversight and governance are carried out by the GA HMIS Steering Committee, which serves as the implementation and planning body of the GA HMIS Collaborative.

### b. HMIS Lead Agency Designation

DCA, on behalf of GHFA, is designated as the HMIS Lead for the GA HMIS Collaborative. The HMIS Lead is responsible for ensuring that the HMIS software is administered according to the regulations and notices promulgated pursuant to the HEARTH Act and other similar, subsequent and applicable federal, state, and local laws and ordinances. The HMIS Lead manages the HMIS operations on behalf of GA HMIS Collaborative's CoCs and provides HMIS project administration functions including staffing, budget and grant requirements management, as well as providing additional mutually agreed services.

## GA HMIS MOA

**c. Software Designation**

The GA HMIS Collaborative designates Eccovia Solutions' Client Track to serve as the sole HMIS software application and agrees to use the product as configured for the GA HMIS Implementation.

**e. Compliance and Funding**

Notwithstanding anything to the contrary herein, funding for the GA HMIS software and operations, including without limitation, the software product fee and any other reasonable out-of-pocket expenses incurred by the HMIS Lead in relation to this MOA, shall be the responsibility of the CoCs, and provided by the CoCs. Funding for the software licensure and the operation and administration of the GA HMIS Implementation shall come from the CoCs comprising the GA HMIS Collaborative and represented on the GA HMIS Steering Committee. The funding obligations, delineated to each CoC through Cost Distribution Plan shall be derived from a HUD funded CoC HMIS dedicated grant, or other funding identified by the CoC in agreement with the HMIS Lead. CoCs shall have the discretion to require participating agencies to pay user fees for the GA HMIS software and reporting licenses assigned to their agency. In the event there is a shortfall in funding for the software or operation of the GA HMIS Implementation, the GA HMIS Steering Committee shall be charged with supporting the HMIS Lead in pursuing additional revenue streams to support the GA HMIS Implementation.

For CoCs that possess a HUD funded CoC HMIS dedicated grant, there is a responsibility implied to that CoC to be openly required to use an agreed upon amount of the grant, as specified in the attached Exhibit A, to assist in the GA HMIS Implementation.

**f. Compliance with Homeless Management Information System Standards**

The HMIS Lead shall operate, and shall require that Eccovia Solutions operate, the HMIS in compliance with HUD HMIS Data and Technical Standards and any other laws and/or regulations applicable to the operation of the HMIS. The parties anticipate that HUD will release revised HMIS Standards periodically. The parties agree to make changes to this MOA, the CoC's Governance Charter, the GA HMIS Standard Operating Procedures, and other HMIS operational documents, as necessary, to comply with the revised standards within the HUD-specified timeframe for such changes.

Further, CoCs and partner agencies agree to collect and enter data in a compliant manner.

**g. Data Ownership**

Agency-level client-level information entered into HMIS (and any changes to such information) is the responsibility of the participating agency that is entering the data. However, the HMIS Lead and participating agencies are jointly responsible for ensuring that HMIS data processing capabilities, including the collection, maintenance, use, disclosure, transmission, and destruction of data, comply with the GA HMIS Implementations' privacy, security and confidentiality policies and procedures. Except where prohibited by law, or where the participating agency is able to reasonably demonstrate a pressing need to the HMIS Lead and the GA HMIS Steering Committee for complete control over its own data, the HMIS Lead owns all data entered into the HMIS and has the final authority to approve or disapprove the use of the data that is contained in the HMIS.

**h. Data Responsibility**

It is understood that all parties subject to this MOA as part of the GA HMIS Implementation will receive client information that may be subject to the privacy and security protections and requirements of HUD HMIS Standards, HIPAA Privacy Rule, other law, and local HMIS privacy and security policies and

GA HMIS MOA

procedures. All parties agree that protected client information will be used only for purposes permitted by agreement with the HMIS Lead and as permitted by the applicable laws and standards. Further, all parties agree to make use of all safeguards required by HUD Privacy Standards, HIPAA Privacy Rule, where appropriate, other law, and local HMIS privacy and security policies and procedures in order to prevent any unauthorized disclosure of protected client information.

Acknowledgements

By signing below, we understand that: (could use this section to call out specific, explicit items, or reference items under general understandings)

- The Designated Representatives to the GAHMIS Steering Committee as listed in the By-Laws shall make themselves reasonably available to each other on an ongoing basis in order to ensure successful GA HMIS Implementation to the mutual benefit of the parties.
- Formal communications with HUD regarding GA HMIS Implementation under this MOA shall be made by the HMIS Lead
- Interpretation of HUD requirements and /or HUD rules and agreements shall take precedence over conflicting terms in this MOA.
- No party will discriminate against any employee or applicant for employment or any customer or prospective customer seeking services because of their race, color, sex, creed, national origin, age, religion, veteran status, or disability.
- The parties agree to carry out the responsibilities outlined in this MOA in compliance with all laws, rules, regulations and orders of federal, state and local government.
- Any agent, contractor, employee or designee of either party to this agreement shall in no event be liable to the other party for indirect or consequential loss or damage, loss of profits, business, revenue, and goodwill or anticipated savings suffered by the other party during the term of this Agreement.

Signatures

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Authorized CoC Representative Date

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Authorized DCA Representative Date