

**CONTRACT BETWEEN FULTON COUNTY, GEORGIA
AND PATHWAYS COMMUNITY NETWORK, INC.**

THIS CONTRACT entered this _____ day of _____ 2025, is between **FULTON COUNTY**, a political subdivision of the state of Georgia (“Fulton County”), and **PATHWAYS COMMUNITY NETWORK, INC.** a Georgia Nonprofit Corporation (“Pathways”)(each individually a “Party” and collectively referred to as the “Parties”).

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and empowered under the laws of the State of Georgia to enter contracts for services with individuals, organizations, and institutions, for purely charitable reasons to include health, education, or social welfare, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, Pathways is a Domestic Nonprofit Corporation founded in Atlanta, Georgia in 1998 to help communities strengthen responses to poverty and homelessness through increased collaboration and effective use of data and technology; and

WHEREAS, Pathways works with Continua of Care and other community groups to identify, develop and implement best practices that improve client outcomes and ensure compliance with funder requirements; and

WHEREAS, Pathways contracts with the Fulton County Continuum of Care (“CoC”) to provide Homeless Management Information System (“HMIS”) administration including training and data quality management; and

WHEREAS, the Fulton County Department of Community Development supports people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates; and

WHEREAS, on August 21, 2024, pursuant to Agenda Item 24-0529, the Fulton County Board of Commissioners approved a \$2,000,000.00 Youth Homelessness Systems Improvement Grant (“YHSI”) from the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, the HUD YHSI grant to Fulton County will support Fulton County’s efforts to establish and implement a youth homelessness response system; and

WHEREAS, the HUD YHSI grant to Fulton County will focus on systemic change by funding projects that create and build capacity for Youth Action Boards; collect and use data on at-risk youth and youth experiencing homelessness; develop strong leaders within the local community; and improve the coordination, communication, operation, and administration of homeless assistance projects with specific community-based partners to better serve youth, including prevention and diversion strategies; and

WHEREAS, the HUD YHSI grant to Fulton County is designed to make and improve connections, coordination, and information-sharing within and between systems that serve at-risk

youth, including education, child welfare, and juvenile justice; and

WHEREAS, as part of Fulton County's application for the HUD YHSI grant, Fulton County identified specific community-based partners for the funding, including Pathways, to help improve equity in youth homeless response systems and better address the social welfare needs of homeless youth; and

WHEREAS, in its application for the HUD YHSI grant, Fulton County specifically identified Pathways as a community partner that will assist in the development and implementation of custom Application Programming Interface ("API") solutions to automate data communications between HMIS and other Youth Services Provider ("YSP") databases, providing linkages to share resources; and

WHEREAS, Pathways guarantees, by and through this Contract, that it shall expend the funds under this Contract for services provided to individuals in Fulton County that are consistent with its mission and deriving no profit to the organization, and on activities within Fulton County consistent with the Contract provisions outlined in Section 1.0 and Attachment "A," Scope of Work, hereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

1.0 STATEMENT OF WORK

Fulton County shall provide financial assistance in an amount not to exceed **\$100,855.00** to Pathways to help provide operational resources for certain programs and service-related activities as outlined in the Youth Homeless Systems Improvement Grant in Fulton County as further described in Attachment "A", Scope of Work.

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment "A," Scope of Work, shall be as follows: The total amount payable to Pathways per the terms and execution of this Contract is not to exceed One Hundred Thousand Eight Hundred Fifty-Five Dollars (**\$100,855.00**). Such payment shall be made as invoiced by Pathways. Invoices shall include documentation supporting the services performed as outlined in Attachment "A", Scope of Work.

3.0 TERM OF CONTRACT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be thirty (30) months beginning on **October 1, 2024** through **March 31, 2027** unless otherwise terminated first by Fulton County. Pathways shall utilize Fulton County's funding only for services which are included within the scope of Sections 1.0 and 2.0 and Attachment "A", Scope of Work, of this Contract.

4.0 INDEPENDENT CONTRACTOR

The relationship of Pathways to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner

whatsoever, without the other Party's prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Pathways shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Pathways agrees that it is solely responsible for the reporting and payment of income, Social Security and other employment taxes due to the proper taxing authorities with respect to such personnel.

5.0 SUBRECIPIENT REQUIREMENTS

The Parties agree that Fulton County is providing these funds to Pathways, with Pathways having the obligation to comply with all applicable requirements where it is deemed a subrecipient, as subrecipient is defined in 2 CFR § 200.1, Definitions, including any federal reporting requirements that may apply, and 2 CFR § 200.331 (a). In addition, the Parties state that this subaward complies with 2 CFR § 200.332 by providing the information set forth in Attachment "B" of this Contract.

Pathways further acknowledges that it has reviewed the terms and conditions of the Department of Housing and Urban Development (HUD) grant funding for this project and will carry out all program activities and expenditures in accordance with those terms and conditions, in the manner provided by law. Pathways will comply with all applicable federal, state and local laws and regulations governing the receipt or use of the federal funding provided under this Contract, including but not limited to current and future rules and regulations issued by HUD or other federal agencies.

6.0 IMPROPER EXPENDITURES

Any item of expenditure by Pathways under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Pathways, shall become Pathways's liability, to be paid by Pathways from funds other than those provided by Fulton County under this Contract.

7.0 INSURANCE

Pathways shall provide and maintain liability insurance, in accordance with the required amounts set forth in Attachment "B", appended hereto and incorporated by reference, covering its employees, agents or contractors for the term of this Contract. Pathways agrees to obtain, maintain, and furnish to Fulton County a Certificate of Insurance (COI) showing the required coverage during the entire term of this Contract with Fulton County, Georgia added as an "Additional Insured". The cancellation of any policy of insurance required by this Contract shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

8.0 TERMINATION OF CONTRACT

8.1 TERMINATION OF CONTRACT FOR CAUSE

Either Fulton County or Pathways may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the

Contract. Any party seeking to terminate this Contract is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have thirty (30) days after receipt of service of the notice to correct the violation. If performance is not made, the Contract shall, upon expiration of said thirty (30) days from the date notice is delivered, be suspended, or terminated without further notice. Notice of termination shall be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service.

8.2 TERMINATION FOR CONVENIENCE OF FULTON COUNTY

Notwithstanding any other provisions, Fulton County may terminate this Contract for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to Pathways.

9.0 NOTICES

For purposes of this Contract, any notices required to be sent to the Parties shall be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service to the addresses provided below:

To Fulton County:

Fulton County Community Development Department
137 Peachtree Street
Atlanta, Georgia 30303

Copy to:

Office of the County Manager
141 Pryor Street, Suite 10062
Atlanta, Georgia 30303

Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Pathways:

315 W. Ponce de Leon Avenue, Suite 450
Decatur, Georgia 30030

10.0 RECORDS, REPORTS AND AUDITS

Pathways shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by Fulton County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to Fulton County or its representative(s) and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by Fulton County. Records and accounts of Pathways shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules, and regulations.

11.0 INSPECTION OF FILES AND RECORDS

Fulton County shall at all reasonable times have access to the pertinent offices and books and records of Pathways for inspection of the activities performed and expenses incurred under this Contract.

12.0 PUBLICITY

Any favorable publicity given to the services provided in Attachment "A" following the execution of this Contract must identify Fulton County prominently as a sponsoring agency. Specifically, in all publications referencing the services funded under this Contract, Pathways agrees to display and make known that the services were assisted under the auspices of Fulton County.

13.0 ASSIGNMENT OF CONTRACT

Pathways shall not make any purported assignment of this Contract, any part thereof, or the funds, or delegate the duties herewith without prior written consent of Fulton County.

14.0 CONFLICT OF INTEREST

No member, officer, or employee of Fulton County or its designee or agents, no member of the governing body of Fulton County, and no other official of Fulton County who exercises or has exercised any functions or responsibilities with respect to Fulton County-assisted activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities covered by this Contract, may obtain a personal or financial interest or benefit in any contract, subcontract with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

15.0 HOLD HARMLESS/ INDEMNIFICATION

Pathways hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless Fulton County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of Pathways, its agents, employees, officers and directors. Pathways does further hereby agree to release, indemnify, defend, and hold harmless Fulton County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by Pathways agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Contract.

16.0 VARIATIONS OR MODIFICATIONS TO CONTRACT

This Contract constitutes the entire arrangement between Fulton County and Pathways, and there are no further written or oral contracts with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing, approved by the Board of Commissioners, and signed by Fulton County and Pathways duly authorized representatives. Further, in the event of any material change or modification in this Pathways Contract or any contract with any other funding source during the course of this Contract, Pathways shall immediately notify the Director of the Department of Community Development of such change. Nothing herein shall

preclude Pathways from pursuing contracts with Fulton County for subsequent years, with the approval of additional funding by the Board of Commissioners.

17.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY: §576.57(a)

Pathways agrees to comply with non-discrimination requirements under the Civil Rights Acts, Regulations, and Executive Orders as follows:

- a. The requirements of Title VII of the Civil Rights Act of 1968, 42 U.S.C. 3601 et seq., and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations issued at 24 CFR Part 1.
- b. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794).
- c. The requirements under the Non-Discrimination in Employment by Government Contractors and Subcontractors per Executive Order 11246 and the regulations issued under the Order at 41 CFR, Chapter 60.
- d. The Provision of Training, Employment, and Business Opportunities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701.
- e. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these orders, the Pathways shall make efforts to encourage the use of minority and women business enterprises in connection with activities funded under this agreement; and
- f. The requirements that the Pathways make known that use of the facilities and services are available to all persons regardless of age, race, creed, color, religion, sex, national origin, ancestry, marital status, affectional or sexual orientation, or handicap on a nondiscriminatory basis.

18.0 DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS

Pathways agrees to comply with the provisions of 24 CFR Part 4 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

19.0 DRUG-FREE WORKPLACE CERTIFICATION

The signature of the Pathways designee on the agreement certifies that the Subrecipient will comply with the Drug-Free Workplace Act of 1988 by maintaining a workplace that is free from manufacture, distribution, dispensing, possession, or use of controlled substances.

20.0 CHANGES

Fulton County may, from time to time, require changes in the scope of services of Pathways to be performed here under. Such changes, including any decrease or increase in the amount of the Subrecipient's compensation and scope of work, which are mutually agreed upon by and

between Fulton County and the Subrecipient, shall be incorporated in written amendments to this Contract and approved by the Fulton County Board of Commissioners.

21.0 MONITORING AND INSPECTIONS

At any time during the normal business hours, and as often as Fulton County may deem necessary, there shall be made available to Fulton County or to the federal government for examination, all of the Pathways records with respect to all matters covered by this Agreement. Pathways will permit Fulton County and the Federal government to audit, examine, and make excerpts or transcripts. Monitoring will be at minimum, annually.

- The areas for monitoring and oversight include the following:
- Eligible Activities Requirements: Ensure funds are expended as originally planned and for eligible activities. Determine if costs are properly classified and if spending limits on certain activities have been properly adhered to. Ensure that the funded activities are provided at a reasonable cost.
- Financial Regulations: Ensure that financial regulations follow financial management requirements.
- Procurement and Audits: Ensure compliance with such requirements.
- Conflict of Interest, Environmental Compliance, and Other Federal Requirements: Ensure that compliance with these requirements.
- Physical site inspections of the activity locations to observe and ensure compliance.
- Review onsite files.
- Interview with staff.
- Review of job titles and job descriptions for all funded positions, ensuring that the disbursed Youth Homelessness Systems Improvement Grant (YHSI) funds are being utilized while fulfilling all program policy guidelines.
- Monitoring Process: Formal advance notification of the visit; coverage of the areas outlined; and clear conclusions and recommendations provided to the grantee following the visit.

22.0 HATCH ACT

Pathways agrees that no funds provided under this Agreement, nor any personnel employed in the administration of this Agreement, shall be in any way or to any extent engaged in the conduct of the political activities in contravention of Chapter 15 Title V, United States Code.

23.0 COMPLIANCE WITH FEDERAL REGULATIONS

Pathways agrees to comply with all Federal laws and regulations governing the grant of money under which this Agreement is made available as they apply as of the date of this Agreement, and as such laws and regulations may be amended by the federal government or agencies.

24.0 LOBBYING AND DISCLOSURE REQUIREMENTS

Pathways agrees to comply with the disclosure requirements and prohibitions of 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (The Byrd Amendment), and the implementing regulations of 24 CFR Parts 4 and 87.

25.0 GOVERNING LAW

This Contract shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Contract on its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the _____ day of _____, 2025.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

Pathways

Glenwood Ross

Glenwood Ross, Chief Executive Officer

Attest:

William Watson

(Signature)

William Watson
Name (Typed or Printed)

EXECUTIVE DIRECTOR
Title

(Seal)

Fulton County, Georgia

Attest:

Robert L. Pitts, Chair
Board of Commissioners

Tonya Grier,
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

Stanley Wilson, Director
Department of Community Development

Office of the County Attorney

ATTACHMENT “A” SCOPE OF WORK
Pathways Community Network, Inc.

In consideration of the not to exceed amount of ONE HUNDRED THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$100,855.00) allocated to **Pathways Community Network, Inc. (“Pathways”)** as part of the Fulton County Community Development Department’s Youth Homelessness Systems Improvement (YHSI) Grant Budget, **Pathways** agrees to perform the services outlined below and provide the following information:

HMIS Implementation:

Pathways will assist YHSI partners as they implement data collection and reporting via the Fulton County CoC’s Homeless Management Information System (HMIS). Activities will include:

- Providing information about the HMIS implementation and its requirements
- Helping partners navigate the process of joining the HMIS implementation
- Ensuring that the HMIS is configured to collect any data required by the YHSI grant or otherwise desired by YHSI partners
- Conducting ongoing audits to ensure that all required data is being collected correctly
- Providing technical assistance and training to YHSI HMIS users, as requested by partners or YHSI leadership

API Implementation:

Pathways will also assist in the development and implementation of custom Application Programing Interface (API) solutions to automate data communications between HMIS and other YSP databases. The project budget contains funds estimated to cover the cost of a single API implementation.

Timeline:

The proposed program will be implemented over a period of 30 (thirty) months with ongoing monitoring and evaluation to track progress and outcomes. Pathways shall submit invoices to Fulton County reflecting that Pathways has utilized Fulton County’s funding to provide the services outlined above. All invoices submitted to verify eligible expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development, 137 Peachtree Street, SW, 1st Floor, Atlanta, GA 30303.

ATTACHMENT "B"

Required Insurance

ATTACHMENT “C”

Federal Award Identification per 2 CFR § 200.332

- (i) Subrecipient name: Pathways Community Network, Inc.
- (ii) Subrecipient's unique entity identifier: ZZ7DJM8QSK8
- (iii) Federal Award Identification Number (FAIN): GA00YHS122
- (iv) Federal Award Date: June 6, 2024
- (v) Subaward Period of Performance Start and End Date: October 1, 2024 through March 31, 2027
- (vi) Subaward Budget Period Start and End Date: October 1, 2024 through March 31, 2027
- (vii) Amount of Federal Funds Obligated in the subaward: \$100,855.00
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation: \$100,855.00
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$100,855.00
- (x) Scope of Work/Federal award project description: Pathways, Inc. shall utilize the Award Amount to assist YHSI partners as they implement data collection and reporting via the Fulton County CoC’s Homeless Management Information System (HMIS). Activities will include:
 - a. Providing information about the HMIS implementation and its requirements
 - b. Helping partners navigate the process of joining the HMIS implementation
 - c. Ensuring that the HMIS is configured to collect any data required by the YHSI grant or otherwise desired by YHSI partners
 - d. Conducting ongoing audits to ensure that all required data is being collected correctly
 - e. Providing technical assistance and training to YHSI HMIS users, as requested by partners or YHSI leadership
 - f. Pathways will also assist in the development and implementation of custom Application Programming Interface (API) solutions to automate data communications between HMIS and other YSP databases. The project budget contains funds estimated to cover the cost of a single API implementation.
- (xi) Awarding official:
Fulton County, Georgia
Chairman of the Board of Commissioners
141 Pryor Street, SW
Atlanta, GA 30303

- (xii) Assistance Listings title and number: #14.277 – Youth Homelessness Systems Improvement (YHSI) Grant
- (xiii) Identification of whether the Federal award is for research and development: Yes
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with [§ 200.414](#)): The grant has indirect costs.

ATTACHMENT "D"
YOUTH HOMELESSNESS SYSTEM IMPROVEMENT GRANT (YHSI)
BUDGET
Pathways Community Network Institute, Inc.

ATTACHMENT “E”
YOUTH HOMELESSNESS SYSTEM IMPROVEMENT GRANT (YHSI)
CONTRACT PERFORMANCE MEASURES
Pathways Community Network Institute, Inc.