

CONTINUUM OF CARE COLLABORATIVE APPLICANT AND LEAD AGENCY MEMORANDUM OF UNDERSTANDING

between the

TX-607 Texas Balance of State Continuum of Care Board

and

Texas Homeless Network

I. INTRODUCTION

The purpose of this Memorandum of Understanding ("MOU") is to confirm agreements between the Board (the "Board") of the TX-607 Texas Balance of State Continuum of Care (the "TX BoS CoC") and Texas Homeless Network ("THN"). This MOU establishes THN as the Collaborative Applicant and Lead Agency (the "Collaborative Applicant") for the TX BoS CoC, defines general understandings, and defines the roles and specific responsibilities of each party related to key aspects of the governance and operation of the TX BoS CoC.

The TX BoS CoC and its Board are federally recognized, self-governing bodies regulated by the U.S. Department of Housing and Urban Development ("HUD") according to the Continuum of Care program (the "Continuum of Care Program") requirements set forth in 24 CFR Part 578. The TX BoS CoC includes members from nonprofit homeless services and housing providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons, to the extent these groups are represented within the geographic area and are available to participate. The CoC is committed to preventing and ending homelessness through the design and implementation of plans and projects that are consistent with local, state, and federal policies. The CoC Board acts as the main decision-making body of the CoC, and it acts on behalf of the CoC.

The TX BoS CoC and its Board serve the geographic area of the TX BoS CoC, which covers 214 counties in Texas.

The TX BoS CoC, as a collective body, is responsible for:

- Promoting a community-wide commitment to the goal of ending homelessness
- Providing funding for efforts by nonprofit providers, States and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals and families and communities by homelessness
- Promoting access to, and effective use of, mainstream programs by homeless individuals and families
- Optimizing self-sufficiency among individuals and families experiencing homelessness

The Continuum of Care Program is authorized by Part C of Subchapter IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. §§11381-11389). The TX BoS CoC and its Board are not legally

incorporated entities (i.e. not a nonprofit, business, or unit of government). Also, the CoC Board shall develop policies and procedures conforming to the HUD requirements detailed in 24 CFR Part 578.1 to designate a CoC Lead Agency to serve as the Collaborative Applicant to operate the CoC and to support year-round CoC planning of homeless housing and services and homelessness prevention activities. The Board hereby designates THN as its Collaborative Applicant to apply for federal funds on behalf of the CoC. Therefore, THN is the sole eligible applicant for the HUD CoC Program's CoC Planning grant funds. THN shall manage and oversee the activities needed to submit the CoC Consolidated Application on behalf of the CoC during the CoC Program competition and shall coordinate activities that allow the TX BoS CoC to receive the maximum amount of federal funds HUD allows for the CoC's jurisdiction.

THN shall perform the services outlined in this MOU as well as any other service or responsibility conveyed in the CoC Interim Rule, through HUD notice, HUD guidance, or as revised in the TX BoS CoC Governance Charter that relates to the role of the Collaborative Applicant. In all duties as the Collaborative Applicant, THN will work on behalf of and in conjunction with the TX BoS CoC membership, as represented by the CoC Board.

THN and the CoC Board commit to timely responses, open communication, and collaborative working strategies from each other in the accomplishment of tasks necessary to ensure efficient and effective operations of the TX BoS CoC.

II. PURPOSE

This MOU designates THN as the Collaborative Applicant ("CA") for the TX BoS CoC and sets forth the terms, conditions, and expectations of both the Board and the CA.

III. DEFINITIONS

A. CoC

The TX BoS CoC, consisting of the general membership as well as a Board and committees, is a community-based collaborative that ensures a responsive, fair, and just approach to addressing homelessness that strives to achieve housing for all. The general membership elects Board members, and the Board makes decisions and acts on behalf of the CoC.

B. Collaborative Applicant Designation

The Collaborative Applicant manages the application process for CoC Program funding, at the direction of the CoC.

C. Continuum of Care Lead Agency Designation

The CoC Lead Agency provides support to the CoC membership, CoC Board, and all other CoC Committees.

IV. TEXAS HOMELESS NETWORK ROLES AND RESPONSIBILITIES

As the designated Lead Agency and Collaborative Applicant, THN agrees to:

A. Collaborative Applicant

1. THN will conduct all activities necessary to prepare and submit the TX BoS CoC's consolidated application (the "Consolidated Application") for the Continuum of Care

Program Notice of Funding Opportunity (the “NOFO”) released by HUD; therefore, THN shall:

- Register the TX BoS CoC for the Continuum of Care competition in e-SNAPS, and apply for United Funding Agency (UFA) status, if directed to do so by the Board
 - Review, revise, and submit the Grant Inventory Worksheet (GIW)
 - Thoroughly review the annual NOFO and prepare a Continuum of Care Program workplan for completing the Consolidated Application
 - Provide annual training to the CoC Board on the NOFO requirements
 - Develop TX BoS CoC competition policies, including a proposed scoring and ranking strategy, for consideration by the CoC Board
 - Prepare any request for proposal(s) (“RFPs”) for new and renewal projects, in accordance with the competition policies approved by the CoC Board
 - Provide technical assistance to new and renewal project applicants on HUD requirements, Continuum of Care Program policies, and completing the project applications in HUD’s e-SNAPS system
 - Develop and implement a process for scoring project applications, in accordance with the competition policies and RFP approved by the CoC Board
 - Work with the CoC Board to rank project applications, in accordance with the competition policies approved by the CoC Board
 - Develop narrative responses for the CoC Application in consultation with the TX BoS CoC members, Board, committees, and other interested parties
 - Create and distribute all competition communications, including project application scoring and ranking notifications
 - Complete the Consolidated Application in e-SNAPS, including the CoC Application, project Priority Listing, and approved project applications, in order to submit the Consolidated Application to HUD
 - Complete all public input and document posting requirements of the Consolidated Application, as specified in the NOFO
 - Submit a final draft of the annual Consolidated Application to the CoC Board for approval prior to submission to HUD
 - Communicate HUD awards to project applicants and the TX BoS CoC
 - Provide a Continuum of Care Program score debrief and improvement report to the Board
 - Apply for CoC Planning funds, complete planning activities defined in the CoC Planning grants, as approved by HUD, manage fiscal expenditures for the Planning grants, and submit required reports to HUD
 - Provide the required matching funds (cash or in-kind) for the CoC Planning grant
2. THN will provide annual training to the TX BoS CoC Program-funded providers on Grant Program Components/Eligible Costs, Program Administration, and Financial Management if training is not available through the HUD Field Offices in Texas or HUD Exchange/SNAPS Office.

B. Performance Management

1. Develop System and Project Performance Targets based on HUD performance standards identified in HUD guidance, NOFOs, and notices as well as local CoC priorities approved by the CoC Board.

2. Develop TX BoS CoC Written Standards for Service Delivery and submit them to the CoC Board for approval.
3. Conduct Performance Monitoring, Evaluation, and Reporting of TX BoS CoC Program recipients.
4. Coordinate and facilitate collaboration, training, and technical assistance among agencies to ensure successful planning and partnerships in the TX BoS CoC's geographic area.
5. Review CoC Program grantees' fiscal management and drawdowns on a quarterly basis.

C. Annual Reports

THN will provide general oversight and leadership for developing TX BoS CoC reports, including developing an annual workplan for completing reports in collaboration with the HMIS Lead Agency (also THN) and HUD funding recipients and subrecipients.

Activities will include supporting data collection practices, reviewing reports compiled by the HMIS Lead Agency (THN) and providing feedback, improving system and provider data quality, and submitting reports to HUD in accordance with federal requirements. This includes designating THN staff to participate in HUD training opportunities and maintaining technical expertise in administering HUD reporting systems (e.g., SAGE, HDX 1.0 and 2.0). Annual reports to be completed include:

1. Annual Gaps Analysis
2. Point-in Time (PIT) Count
3. Housing Inventory Count (HIC)
4. System Performance Measures (SPMs) Report
5. Annual Homeless Assessment Report (Longitudinal Systems Analysis)
6. Annual Performance Reports (APRs) for CoC Program-funded projects
7. CoC Program score debrief report

D. Operational Support

THN will provide general staffing capacity for the Board and committees to support TX BoS CoC governance and HUD compliance needs. This includes but is not limited to:

1. Work closely with the CoC Board, CoC general membership, and CoC committees and workgroups to effectively coordinate the housing and services system and to carry out the CoC's mission.
2. Provide logistical support for CoC responsibilities as described in the CoC Interim Rule, 24 CFR, Part 587.
3. Provide a monthly report to the Board that includes progress made on activities described in the CoC Program NOFO.
4. Provide a quarterly report to the Board that describes progress made on the annual action plan.
5. Ensure the Board is informed about relevant changes to HUD rules and regulations.
6. Hold meetings of the CoC General Membership at least twice per year.
7. Publish TX BoS CoC General Membership meeting agendas at least one week before the meeting. Meeting agendas will be distributed via the CoC's electronic newsletter and posted online on the TX BoS CoC website for review prior to the meeting.

8. Develop and distribute an invitation for new members to join the CoC at least annually.
9. Develop and maintain the TX BoS CoC website and communications (for example, listserv, newsletters, etc.).
10. Maintain all TX BoS CoC records for a minimum of five years, including but not limited to:
 - Meeting agendas and minutes
 - TX BoS CoC Governance Charter
 - Evidence of the selection of the HMIS
 - Evidence of policy approvals
 - Board conflict of interest policies and disclosures
 - Board election policies and voting records
11. Facilitate TX BoS CoC's participation in the Consolidated Plan process for the geographic area(s) of the TX BoS CoC.
12. Coordinate TX BoS CoC funds with ESG and other federal funds as well as State of Texas and local funding dedicated to homelessness or to benefit the homeless services system.
13. Maintain communication with the HUD Field Offices regarding Continuum of Care Program grantee performance, TX BoS CoC governance, and HUD policy.
14. Provide additional staffing support to TX BoS CoC committee activities, as needed/mutually agreeable to both parties.
15. Create an annual action plan for prioritized strategies, update the CoC and board of progress on goals, and provide an annual outcomes report to the CoC and board.
16. Conduct an annual review of the CoC Governance Charter.
17. Conduct an annual review of the CoC Written Standards for Service Delivery.
18. Conduct an annual Point-in-Time (PIT) Count in alignment with HUD's guidance.
19. Support Local Homeless Coalitions (LHCs) throughout the CoC.
20. Develop partnerships with relevant organizations to participate in the work of the CoC.
21. Administer a process for identifying new projects for CoC Program funding.
22. Apply for grants on behalf of the CoC, with CoC Board approval.
23. Consult with the State of Texas and local ESG recipients on the use of Emergency Solutions Grant (ESG) Program funds and progress toward program goals.
24. Implement an Emergency Transfer Plan for the CoC that meets the requirements under 24 CFR 578.99(j)(8).

E. Additional Duties

The Board may also assign additional functions and responsibilities to THN upon mutual agreement, in writing, of the Board and THN.

V. TX BOS COC BOARD ROLES AND RESPONSIBILITIES

As the governing entity for the TX BoS CoC, the CoC Board agrees to:

- A. Provide overall direction and leadership of the CoC.
- B. Make formal decisions for the CoC, with input from committees, workgroups, and the

CoC general membership, the Collaborative Applicant, and others with expertise in the areas of homelessness and homelessness prevention.

- C. Meet as a board at least every 2 months to conduct business of the CoC.
- D. Create committees and workgroups, as needed.
- E. In consultation with THN as the Collaborative Applicant and the HMIS Lead Agency, develop, follow, and update annually a governance charter, including a code of conduct and recusal process for the Board, its chair(s), and any person acting on behalf of the Board.
- F. Adopt and follow a written process to select a board to act on behalf of the CoC. The process must be reviewed, updated, and approved by the CoC at least once every 5 (five) years.
- G. Ensure that the CoC general membership has the opportunity to vote on and accept the governance charter and board selection process every 5 (five) years.
- H. The CoC Board will review the Collaborative Applicant's performance on-metrics agreed upon in this MOU at least every five (5) years. The CoC Board will approve the designation by a majority vote in order to renew the CA designation. The designation of the CA is valid for a maximum of five (5) years before the designation must be reviewed and renewed by the CoC Board. No requirement for a Request for Proposals (RFP) will be made if no other agencies are interested and this step is unnecessary. In response to negligence or poor performance of the CA, the CoC Board reserves the right to open an RFP process prior to the five-year mark and designate a new CA. In the absence of any eligible provider, the existing agency shall continue to serve as the CA.
- I. Review funding required by THN to perform its obligations under this MOU and assist with identifying and allocating available funds and resources needed by THN to perform the work outlined herein.
- J. Establish funding priorities for the Continuum of Care Program through fair, objective, and transparent processes
- K. Approve the TX BoS CoC's CoC Program Competition Policies, rank projects, and review and approve the Consolidated Application for CoC Program competitions
- L. Approve Coordinated Entry System Policies annually
- M. Approve HMIS Policies and Procedures annually
- N. Approve the Written Standards for Service Delivery Annually, including system and project performance targets appropriate for each population and program type annually
- O. Cultivate Board membership as provided for in the Governance Charter and provide support to foster engagement and participation, including the implementation of an annual plan to nominate and elect Board members
- P. Disclose any conflicts of interest, in accordance with the Conflict-of-Interest Policy, and ensure that any potential or perceived conflicts of interest are addressed in an effective, open, and timely manner
- Q. Conduct a performance review of the Collaborative Applicant, Coordinated Entry and HMIS Lead Agency
- R. Recruit members of the public to join the TX BoS CoC and its committees, and assign Chairs to each committee, as requested, that will work collaboratively with THN staff to develop meeting agendas, workplans, and carry out projects in the committee's purview
- S. Conduct outreach efforts to educate local stakeholders and the general public regarding the role of TX BoS CoC and its Local Homelessness Coalitions

VI. AMENDMENT/NOTICES

- A. Either party may request changes to this MOU. This MOU may be changed, altered, or amended only in writing signed by all parties.
- B. Notices must be in writing and are effective as of the date of receipt at the address set forth below, or such other address as either party may indicate to the other in writing. Notices shall be mailed, emailed, or delivered to:

Collaborative Applicant/CoC Lead

Eric Samuels
Texas Homeless Network
3000 S. IH-35, Suite 100
Austin, TX 78704
(512) 687-5101
eric@thn.org

TX BoS CoC Board Chair

Stephanie Andrade-Rocha
3300 S 14th Street, Suite 213
Abilene, TX 79605
325-338-2166
stephanie.rocha@beyondtrafficking.com

VII. COMMENCEMENT

This MOU will commence upon the signature of all parties.

VIII. TERM

Except as provided in Section IX. (Termination), the term of this MOU shall be from the date of execution through December 31, 2030, unless this MOU is terminated sooner, as permitted under this MOU. While it is anticipated that this MOU will be renewed annually for periods of one year thereafter, the parties will review and revise or affirmatively agree to the terms of this relationship annually. This review is intended to ensure the continued relevance of the terms to the parties and to ensure continued consistency and compliance with HUD regulations.

Prior to the end of the term of this MOU, the CoC Board shall determine a process for retaining the current Collaborative Applicant or selecting a new Collaborative Applicant.

The extension or renewal of this MOU must be informed by a review of the Collaborative Applicant and their performance in accomplishing roles and responsibilities as the Collaborative Applicant.

IX. TERMINATION

Either party may terminate this MOU for any reason at a date prior to the end of the Term specified in Section VIII. by giving ninety (90) days written notice to the other party. Notwithstanding the foregoing, (A) if the funds relied upon to undertake activities described in this MOU are withdrawn or reduced, or if additional conditions are placed on such funding, either party may terminate this MOU by giving ninety (90) days written notice to the other party; and (B) in the event THN no longer serves as the Collaborative Applicant on behalf of the TX BoS CoC, this MOU shall terminate immediately. Other than the immediate termination of this MOU as a result of THN no longer serving as the Collaborative Applicant, a termination shall be effective on the date specified in the notice of termination, or if no such date is given in the notice, upon the expiration of the notice period set forth in this Section VIII.

If the MOU is terminated resulting in a new agency being designated as the Collaborative Applicant, THN will ensure all necessary steps to notify HUD of the change and transition information to the new agency. The CA approved by HUD during the CoC Program Registration process must be the same organization that will receive CoC Planning grant funds. If the CA is changed after the registration process has been closed, THN must notify the local HUD field office in writing and follow any other instructions as outlined by HUD guidance. This includes providing documentation that describes the reason for the CA change, including documentation for the homeless response system's approval of the change (e.g., copy of the meeting minutes that includes a list of those in attendance).

If the board, through its oversight process, determines that the CA has not satisfactorily corrected material performance deficiencies under a written corrective action plan within the specified timelines, the board may terminate this MOU with written notice to the CA.

Should this MOU be terminated before the expiration date for any reason by the CoC Board, the CA will be allowed to fulfill its obligations under its existing CoC Planning grant. The MOU termination date will coincide with the expiration date of the CoC Planning grant occurring immediately following the date of the notice plus one year.

The CA may terminate this MOU for any reason by giving the board one (1) year prior written notice. In this case, the termination date will coincide with the expiration of the Planning grant occurring immediately following the date of the notice plus one year.

Upon termination for any reason, the CA will participate in an expedient and professional transition of knowledge, documents, grants, and all other relevant information (even if not identified by name in this document) to the successor entity. This transition will include a formal training period, which will be determined by available staffing and a term which will be negotiated by the parties involved, to facilitate the successful transfer of information with minimal disruption to the CoC and the CA.

X. MISCELLANEOUS

Entire Agreement

This MOU represents the complete, total and final understanding of the parties, and no other understanding or representations oral or written, regarding the subject matter of this MOU shall be deemed to exist or bind the parties at the time of the execution.

B. No Waiver

The failure to insist in any one or more instances upon a party's strict performance of any of its obligations under this MOU shall be limited to that particular instance and shall not be deemed or construed as a waiver or relinquishment of the right to require and enforce the future performance of such obligations.

D. No Contractual Rights or Obligations

This MOU is not intended to and does not create any contractual rights or obligations with respect to the signatory entities or any other parties.

E. Severability

If any term, covenant, or condition of this MOU is found by a court of competent jurisdiction to be void or unenforceable, then that provision shall be deemed to be deleted and the remaining provisions of this MOU shall be construed without such provision, and shall, nevertheless, remain in full force and effect as long as the essential terms of this MOU remain valid, legal, reasonable, and enforceable.

F. Electronic Signatures/Counterparts

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this MOU and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this MOU as to the parties and may be used in lieu of the original MOU for all purposes.

The parties agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the MOU) adopted by the parties with the intent to sign the MOU.

G. Compliance with Applicable Laws: The parties shall at all times comply with all applicable laws, federal and state, county, municipal statutes, ordinances, and regulations relating to this MOU or which may affect the performance of this MOU.

H. Indemnification: Each party shall be responsible for and indemnify, defend, and hold harmless the other party, from and against any third party claims arising out of or in connection with (a) the negligent acts or omissions of its respective officers, agents, directors, and employees to the extent allowable by law; and (b) its breach or alleged breach of this MOU.

I. Liability: No officer, member, official, or agent of the TX BoS CoC or the CA shall be personally liable in connection with this MOU.

XI. SIGNATURES

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Board of TX-607 Texas Balance of State Continuum of Care

By: Stephanie Andrade-Rocha
Name: Stephanie Andrade-Rocha
Title: Board Chair

03/18/26
Date

By: Audra Rea
Name: Audra Rea
Title: Board Vice Chair

3/19/2026
Date

Texas Homeless Network

By: Eric Samuels
Name: Eric Samuels
Title: President/CEO

3-12-26
Date