

Coordinated Entry Entity Memorandum of Understanding

between the

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 Coordinated Entry Entity (the "CEE") responsible for the Coordinated Entry System (the "CES") for the TX BoS CoC, as well as 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 CEE to be responsible for the CES to operate the CES and to support year-round CoC planning of homeless housing and services and homelessness prevention activities. The Board hereby designates THN as its CEE to apply for federal funds on behalf of the CoC. Therefore, THN is the sole eligible applicant for the HUD CoC Program's SSO-CE 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 CEE. In all duties as the CEE, 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.

HUD requires each CoC to designate a single Coordinated Entry Entity to operate and manage the local CES. The TX BoS CoC has designated THN to fulfill this function. This MOU supplements the overarching Collaborative Applicant MOU and focuses specifically on the administration and oversight of the CES.

II. PURPOSE

This MOU designates THN as the CEE for the TX BoS CoC and sets forth the terms, conditions, and expectations of both the Board and the CEE.

III. DEFINITIONS

- **CoC Board:** The primary governing body of the TX BoS CoC, responsible for policy oversight, strategic planning, and HUD compliance on behalf of the CoC.
- **Coordinated Entry System (CES):** The process used to assess, prioritize, and refer people experiencing or at risk of homelessness to housing and services.
- **Coordinated Entry Entity (CEE):** THN, responsible for implementing, overseeing, evaluating, and improving the CES in accordance with HUD and CoC requirements.
- **Coordinated Entry Planning Entities (CEPEs):** Regional bodies responsible for managing local CES implementation, in alignment with CoC-wide policies.

IV. TEXAS HOMELESS NETWORK ROLES AND RESPONSIBILITIES

As the designated Lead Agency and CEE, THN agrees to:

1. System Design and Implementation

- a. Oversee CES design, including access, assessment, prioritization, and referral protocols
- b. Maintain CES policies in alignment with TX BoS CoC Written Standards and HUD guidance
- c. Support and monitor the work of all CEPes

2. Training and Technical Assistance

- a. Provide CES training to participating agencies, CE assessors, and CEPes
- b. Maintain and deliver materials related to CES policies, data entry, and case conferencing

3. Performance and Evaluation

- a. Monitor CES effectiveness using HMIS data and other performance indicators
- b. Maintain the Housing Priority List (HPL) in HMIS
- c. Conduct an annual CES evaluation, with key findings submitted to the CoC Board

4. Grievance and Appeals

- a. Administer CES grievance and appeal process per Written Standards
- b. Ensure that all CES participants and agencies understand and follow the grievance procedures

5. Communication and Stakeholder Coordination

- a. Convene and facilitate meetings of the Coordinated Entry Steering Committee (CESC)
- b. Support regional CEPes with technical assistance and compliance or performance monitoring
- c. Maintain a clear and accessible communication plan for CES activities

6. Non-Discrimination and Accessibility

- a. Ensure CES is accessible to all populations and meets HUD Fair Housing and affirmative marketing standards
- b. Promote trauma-informed, low barrier, and person-centered care at all access points

7. Funding and Resource Commitment

- a. THN will manage CE-related grants, including HUD CoC Program CE grants and other applicable funds.

V. TX BOS COC BOARD ROLES AND RESPONSIBILITIES

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

1. Policy and Governance

- a. Approve and annually review the TX BoS CoC **Coordinated Entry Written Standards**
- b. Approve any changes to CES policies, prioritization standards, or assessment protocols
- c. Ensure CES aligns with CoC-wide goals and HUD requirements

2. Oversight and Accountability

- a. Conduct an annual performance review of THN in its role as CES Management Entity
- b. Evaluate regional CES performance data and system effectiveness

- c. Oversee the **Coordinated Entry Steering Committee (CESC)**, receiving input and approving recommendations
- 3. System Funding and Resources**
 - a. Designate resources to support CES infrastructure and performance improvement
 - b. Promote coordination between the CES, and relevant funding sources and resources
- 4. Stakeholder Engagement**
 - a. Support transparency and stakeholder participation in CES planning and operations
 - b. Foster participation of Local Homeless Coalitions (LHCs) and other stakeholders in regional CES planning

VI. JOINT RESPONSIBILITIES

Together, the CoC Board and THN agree to:

- I. Ensure a unified, accessible and transparent CES across the TX BoS CoC
- II. Engage stakeholders (CEPEs, providers, LHCs, funders, people with lived experience) in CES development
- III. Evaluate CoC and regional-level CES performance and take steps for continuous quality improvement
- IV. Coordinate the use of HMIS and other tools to support CES implementation and monitoring

VII. 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

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

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 CEE 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 CEE, 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 CEE, THN will ensure all necessary steps to notify HUD of the change and transition information to the new agency. The CEE approved by HUD during the CoC Program Registration process must be the same organization that will receive the SSO-CE grant funds. If the CEE 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 CEE 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 CEE 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 CEE.

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

The CEE 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 SSO-CE grant occurring immediately following the date of the notice plus one year.

Upon termination for any reason, the CEE 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 CEE.

X. 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