

Homeless Management Information System 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 Homeless Management Information System (HMIS) Lead Agency (the "HMIS Lead") 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, operation, and oversight of HMIS within 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

HUD requires each CoC to designate a single HMIS Lead Agency to operate and manage the local HMIS. 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 HMIS.

II. Purpose

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

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.
- **HMIS:** A HUD-mandated database that collects, manages, and reports information on homeless individuals and families.
- **HMIS Lead Agency:** The entity designated by the CoC to administer HMIS in compliance with HUD's standards.
- **CHO (Contributing/Covered Homeless Organization):** Any agency that participates in the HMIS through data entry and/or use.

IV. TEXAS HOMELESS NETWORK ROLES AND RESPONSIBILITIES

In its role, THN agrees to:

1. System Administration

- a. Operate the HMIS software (currently CaseWorthy) on behalf of the CoC
- b. Manage user access, system configuration, and license allocation
- c. Maintain compliance with HUD's HMIS Data and Technical Standards

2. Policy and Compliance

- a. Develop, maintain, and annually update the HMIS Policies and Procedures, Privacy Plan, Security Plan, and Data Quality Plan
- b. Enforce HMIS participation agreements, user agreements, and administrator agreements
- c. Monitor CHOs for compliance and provide guidance on self-audits and technical protocols

3. Training and Support

- a. Conduct HMIS new user training, refresher training, topic-specific training, and data security/ethics training as outlined in the CoC's HMIS Training Policy
- b. Provide technical support via email, phone, and remote access

4. Data Quality and Reporting

- a. Support the production of HUD-mandated reports including:
 - i. Point-in-Time (PIT) Count
 - ii. Housing Inventory Count (HIC)
 - iii. Longitudinal Systems Analysis (LSA)
 - iv. System Performance Measures (SPMs)
 - v. Annual Performance Reports (APRs)
- b. Monitor data completeness, accuracy, and timeliness as outlined in the HMIS Data Quality Plan

5. Governance and Engagement

- a. Participate in CoC governance through regular engagement with the Data Committee and the CoC Board
- b. Convene HMIS user groups as needed and solicit feedback from CHOs and community partners
- c. Collaborate with Victim Service Providers and other THN teams to ensure compliance with VAWA and related protocols

6. Funding and Resource Commitment

- a. THN will manage HMIS-related grants, including HUD CoC Program HMIS 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. Designate THN annually as the HMIS Lead Agency during governance charter review or as otherwise stipulated
2. Approve HMIS policies, procedures, privacy and security plans, and data quality plans in consultation with THN and the Data Committee
3. Monitor HMIS Lead performance through regular reporting and biennial reviews
4. Ensure adequate resources are available to support HMIS operations and system improvements
5. Support efforts to ensure CHO participation and data compliance
6. Promote transparency and accountability for data use and system performance
7. The CoC Board will support identification and advocacy for additional resources needed to maintain and expand HMIS infrastructure

V. 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

VI. COMMENCEMENT

This MOU will commence upon the signature of all parties.

VII. TERM

Except as provided in Section VIII. (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 HMIS Lead or selecting a new HMIS Lead. The extension or renewal of this MOU must be informed by a review of the HMIS Lead and their performance in accomplishing roles and responsibilities as the HMIS Lead.

VIII. TERMINATION

Either party may terminate this MOU for any reason at a date prior to the end of the Term specified in Section VII. 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 HMIS Lead 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 HMIS Lead, 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 VII.

If the MOU is terminated resulting in a new agency being designated as the HMIS Lead, THN will ensure all necessary steps to notify HUD of the change and transition information to the new agency. The HMIS Lead approved by HUD during the CoC Program Registration process must be the same organization that will receive HMIS grant funds. If the HMIS Lead 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 HMIS Leads 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 HMIS Lead 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 HMIS Lead.

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

The HMIS Lead 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 HMIS grant occurring immediately following the date of the notice plus one year.

Upon termination for any reason, the HMIS Lead 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 HMIS Lead.

IX. 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