

**Memorandum of Understanding (MOU) between Agencies Participating in Coordinated Entry in
Brazoria County, the local Coordinated Entry Planning Entity
for Brazoria County, and Texas Homeless Network**

This Memorandum of Understanding is entered into as of October (month)
2 (day), 2024 (year).

I. BACKGROUND

Coordinated Entry (CE) is a process that facilitates access to all homeless designated resources, identifying and assessing the needs of persons experiencing a housing crisis, and referring clients to the most appropriate service strategy or housing intervention. The Texas Balance of State Continuum of Care's (TX BoS CoC) framework for Coordinated Entry enables communities in the TX BoS CoC to more consistently and accurately document housing and service needs and ensure limited resources are allocated to achieve the most effective results. While THN has established a statewide strategy for Coordinated Entry, that strategy also requires that each Coordinated Entry Planning Entity design and implement specific parts of the Coordinated Entry process that reflect local community resources, client need, provider capacity, and unique geography characteristics to that coverage area.

Texas Homeless Network (THN) is the lead entity for the Texas Balance of State Continuum of Care (TX BoS CoC). The Coordinated Entry Planning Entity (CEPE) is the local body responsible for implementing Coordinated Entry in a community. Because Coordinated Entry is an important part of each community's Housing Crisis Response System, CEPE members must also participate in their Local Homeless Coalition (LHC).

The parties signing this MOU agree to implement the local Coordinated Entry process as guided by the Texas Balance of State Continuum of Care (TX BoS CoC) and the Local Coordinated Entry Planning Entity (CEPE) for the purposes of making homelessness rare, brief, and nonrecurring in the geographic coverage area outlined in the Coordinated Entry Region's CE Policies & Procedures.

II. GUIDING PRINCIPLES OF THE TEXAS BALANCE OF STATE COORDINATED ENTRY PROCESS

The following guiding principles are in alignment with the TX BoS CoC CE Written Standards and were adopted by the TX BoS CoC Board. This MOU ensures that the local Coordinated Entry Planning Entity (CEPE) in Brazoria County also agrees to adopt these guiding principles regarding all Coordinated Entry related activities and processes. While the TX BoS CoC cannot require agencies to adopt these principles for all activities, it is recommended as a widely recognized best practice. These guiding principles are based in the Coordinated Entry Policy Brief published by the U.S. Department of Housing and Urban Development.

Person-Centered Care - Every person should be treated with dignity and respect, which means providers should draw on people's expertise and strengths. Households should be made aware of all their options and offered a choice. Staff must help people in crisis regain a sense of control while focusing on the person's goals, choices, and preferences. This requires unwavering respect for their strengths and reinforcement of progress which are essential for empowerment.

Crisis Resolution - Homelessness is a housing crisis. Regaining housing resolves that particular crisis. Responses must include rapid assessment and triaging; focus on personal safety as the first

priority; deescalation of the person's emotional reaction; identifying action steps the individual can successfully achieve; and returning the person to control over their own problem solving.

Trauma-Informed Care - There is a high prevalence of trauma in the lives of people experiencing a housing crisis. Trauma can influence the mental, emotional, and physical well-being of individuals seeking services. Every provider should provide services in a manner that is welcoming and appropriate to the needs of those affected by trauma, i.e., with sensitivity to their lived experiences. This requires high levels of transparency and flexibility.

Housing First - Housing First prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions such as sobriety or a minimum income threshold. In order to be effective, the Coordinated Entry process must be Housing First-oriented, such that people are housed quickly without preconditions or service participation requirements.

Low Barrier - Since all people are considered housing ready, projects allow households to enroll regardless of their income, current or past substance use, or criminal records – with the exceptions of restrictions imposed by federal, state, or local law or ordinance, e.g., restrictions on serving people who are listed on sex offenders' registries and history of domestic violence.

Collaboration - Responsibility to a large coverage area means collaboration must be at the core of our system. Open communication and a steadfastness to effort and overall consistency from various stakeholders and partners, including but not limited to the CoC collaborative applicant, all funded and non-funded mainstream service agencies (shelters, clinics, housing programs, food pantries, etc.), committees, and boards, will foster collaboration.

Data-Informed Decision-Making - Performance and data are two of the many tools communities will use to inform decisions in order to enhance the overall system. This includes inputting data accurately into the Homeless Management Information System (HMIS) in a timely manner and using HMIS to understand the housing crisis response system's strengths and weaknesses. Decisions and modifications can then be made based on accurate and timely data towards enhancing the overall system, including reducing waitlists, getting households stably housed faster, and reducing returns into the housing crisis response system.

III. RESPONSIBILITIES OF AGENCIES PARTICIPATING IN THE LOCAL COORDINATED ENTRY PROCESS

Agencies participating in the local Coordinated Entry process as Entry Points will:

1. Treat all consumers with dignity, respect, and kindness.
2. Participate in all coordinated entry planning and case conferencing meetings led by the CEPE.
3. Follow the HMIS or Victim Service Provider (VSP) comparable database Data Standards for Coordinated Entry including using the coordinated referral process established in the community.
4. Enter information into HMIS or VSP comparable database in real-time or within three business days.
5. Commit to having at least one staff member trained as a Coordinated Entry assessor and agree to attend and participate in trainings provided by the CEPE and the TX BoS CoC.
6. Agree to follow locally established grievance and assessment review request procedures.
7. Agree to follow all guidance laid out in the local CE Policies & Procedures and the TX BoS CoC CE Written Standards.
8. Participate in evaluation efforts intended to evaluate service efficiency and effectiveness.

9. Honor Coordinated Entry hours of operation as advertised.
10. Ensure that all households meeting the eligibility criteria for Coordinated Entry have prompt access to the Coordinated Entry process as it is outlined in the TX BoS CoC CE Written Standards and in the local CE Policies & Procedures.
11. Adhere to the Coordinated Entry referral process as outlined in the TX BoS CoC CE Written Standards.
12. Agree to use the standardized assessment tool and processes as outlined in the TX BoS CoC CE Written Standards.
13. If an organization is a Victim Service Provider, the organization will follow the HMIS workaround policy in the TX BoS CoC CE Written Standards.

Agencies participating in the local Coordinated Entry process as Receiving Agencies will:

1. Treat all consumers with dignity, respect, and kindness.
2. Participate in all coordinated entry planning and case conferencing meetings led by the CEPE.
3. Follow the HMIS or Victim Service Provider (VSP) comparable database CE Data Standards for Coordinated Entry including using the coordinated referral process established in the community.
4. Enter information into HMIS or VSP comparable database in real-time or within three business days.
5. Commit to having staff trained on Coordinated Entry and agree to attend and participate in trainings provided by the CEPE and the TX BoS CoC.
6. Agree to follow locally established grievance and assessment review request procedures.
7. Agree to follow all guidance laid out in the local CE Policies & Procedures and the TX BoS CoC CE Written Standards.
8. Participate in evaluation efforts intended to evaluate service efficiency and effectiveness.
9. Agree to accept referrals from the Coordinated Entry process as a resource becomes available and follow the process outlined in the local CE Policies & Procedures and TX BoS CoC CE Written Standards.
10. Provide all program eligibility criteria to the established CEPE and update the CEPE on any changes to the agency's program information, intake process, or eligibility criteria.

IV. RESPONSIBILITIES OF COORDINATED ENTRY PLANNING ENTITY

United Way of Brazoria County will:

1. Serve as support for the local Coordinated Entry process and coordinate participating organizations and agencies.
2. Participate in the TX BoS CoC Coordinated Entry planning and management activities as established by CoC leadership.
3. Ensure that their community's CE Policies & Procedures adhere to the requirements in the TX BoS CoC CE Written Standards and do not supersede the TX BoS CoC CE Written Standards.
4. Develop CE Policies & Procedures from the TX BoS CoC template, which must be submitted to the Systems Change Team when complete and upon each update.
5. Market the local Coordinated Entry process.
6. Develop and have a system in place to maintain the Eligibility Matrix.

7. Address grievances according to the local CE Policies & Procedures as they arise in their coverage area for Coordinated Entry.
8. Work with the Systems Change Team to conduct performance and progress evaluation of the local Coordinated Entry process as needed and recommend adjustments as necessary.

V. RESPONSIBILITIES OF THE TEXAS BALANCE OF STATE CONTINUUM OF CARE (TX BoS CoC)

Texas Homeless Network, as the lead agency for the TX BoS CoC, will:

1. Be responsible for developing, updating, and distributing the standards for Coordinated Entry.
2. Support communities in the TX BoS CoC as they implement Coordinated Entry.
3. Update the TX BoS CoC CE Written Standards.
4. Review local materials developed by CEPE to ensure they are aligned with HUD and the TX BoS CoC standards for Coordinated Entry.
5. Provide, at least annually, a training to all staff dedicated to the local Coordinated Entry process.
6. Attend Coordinated Entry process planning meetings virtually or in person, upon request and as available.
7. Provide guidance and feedback to CEPE.
8. Oversee the client or staff appeals of grievances or policies as related to the Coordinated Entry process.
9. Execute a Memorandum of Understanding between the TX BoS CoC and the CEPE.
10. Work with the HMIS vendor to maintain the CoC's implementation of HMIS.
11. Work with external partners to ensure that TX BoS CoC staff are apprised of best practices related to serving survivors and other subpopulations through the housing crisis response system.
12. Provide HMIS access to Coordinated Entry staff in each CEPE coverage area upon completion of required training.
13. Evaluate the performance and progress of the local implementations of the Coordinated Entry processes semi-annually in accordance with the TX BoS CoC CE Written Standards and recommend or require adjustments as necessary.
14. Conduct an in-depth evaluation of the statewide implementation of Coordinated Entry annually in accordance with the TX BoS CoC CE Written Standards and make adjustments as necessary.

VI. CONFIDENTIALITY

All parties agree that they shall be bound by and shall abide by all applicable Federal or State statutes or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this agreement for any purpose connected with the parties' contract responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian.

VII. EQUAL ACCESS AND OPPORTUNITY

The Anti-Discrimination and Equal Access Policy was adopted by the TX BoS CoC Board on November 8,

cooperate in the defense of said claim and to encourage the insurers to do likewise.

By signing below you are indicating that your agency agrees to the criteria listed above

Participating Agency Authorized Representative (Executive Director)

Name: [Signature] Date: 10/1/24

Agency: TRUE TO LIFE MINISTRIES, SHANE NEWBY

☒ Entry Point ☐ Receiving Agency ☐ Both

Participating Agency Authorized Representative (Executive Director)

Name: [Signature] Date: 10/2/24

Agency: United Way of Brazoria County

☐ Entry Point ☐ Receiving Agency ☒ Both

Participating Agency Authorized Representative (Executive Director)

Name: [Signature] Date: 10/3/24

Agency: Women's Center of Brazoria County

☐ Entry Point ☐ Receiving Agency ☐ Both

Participating Agency Authorized Representative (Executive Director)

Name: _____ Date: _____

Agency: _____

☐ Entry Point ☐ Receiving Agency ☐ Both

Participating Agency Authorized Representative (Executive Director) Name:

_____ Date: _____

Agency: _____

☐ Entry Point ☐ Receiving Agency ☐ Both

Participating Agency Authorized Representative (Executive Director) Name:

_____ Date: _____

Agency: _____

☐ Entry Point ☐ Receiving Agency ☐ Both

Participating Agency Authorized Representative (Executive Director) Name:

_____ Date: _____

Agency: _____

☐ Entry Point ☐ Receiving Agency ☐ Both

2017. The TX BoS CoC, represented by the CoC Board and Texas Homeless Network as the CoC Lead Agency, and the agencies receiving U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program and Emergency Solutions Grant (ESG) funding are required to comply with all requirements regarding the HUD Equal Access Rule and all other all federal, state and local non-discrimination and privacy laws.

It is recommended that projects that do not receive funding from any federal source follow this policy to further the CoC's goals of transparency, equal access to quality projects, and service standardization. Following this policy will ensure that the project is using best practices.

VIII. TERMS OF AGREEMENT

This MOU shall be effective upon adoption by each signatory agency and entity. Annually, this MOU will be reviewed and updated to incorporate any necessary changes and clarification of roles and responsibilities. This MOU will automatically renew each year and will continue to be in effect until one or more parties terminates their participation.

Termination.

1. Any party may terminate this MOU by providing all other parties with a written notice that includes the effective end date of the terminating party's participation.
2. THN reserves the right to amend the Agreement with a 30-day notice sent to all Partner Agencies.
3. If either party believes the other to be in default of any one or more of the terms of this Agreement, that party will notify the other in writing of such default. The other party shall then have ninety (90) days in which to cure such default. If such default is cured within such period, this Agreement will continue in effect. If such default is not cured within such period, the non-defaulting party shall have the right to declare the Agreement to be immediately terminated.

Severability. If any provision of this Agreement is judged invalid by any court, the remaining provisions shall remain in full force and effect and be interpreted, performed and enforced as if the invalid provisions were not part of this Agreement.

Amendments. This Memorandum of Understanding may be amended only in writing signed by applicable parties. The parties agree to make a good faith effort to agree on any amendments as may be necessary to achieve the goals and commitments set forth herein.

Notices. All notices provided herein shall be in writing and served upon the parties at the current mailing address or email address for each party.

Non-exclusive. All parties agree that this Memorandum of Understanding is non-exclusive in that each party shall have the right to provide services to other entities and receive services from other entities independent of the Coordinated Entry process.

Indemnification and Hold Harmless. Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to be caused by that party, its employees, or representatives in the performance of omission of any act or responsibility of that party under this Agreement. In the event that a claim is made against multiple parties, it is the intent of all parties to

Participating Agency Authorized Representative (Executive Director) Name:

Date: _____

Agency: _____

Entry Point Receiving Agency Both

Participating Agency Authorized Representative (Executive Director) Name:

Date: _____

Agency: _____

Entry Point Receiving Agency Both

Participating Agency Authorized Representative (Executive Director) Name:

Date: _____

Agency: _____

Entry Point Receiving Agency Both

Coordinated Entry Planning Entity Authorized Representative

Name: _____ Date: 10/3/2024

Agency: United Way of Brazoria County

Title: Community Outreach Director

TX Balance of State CoC Representative

Name: _____ Date: _____

Agency: _____

Title: _____