



The Arkansas Balance of State Continuum of Care – AR 503 Request for Proposal (RFP)

Collaborative Applicant

DATE: July 15, 2024

TO: Interested organizations/agencies

FROM: Arkansas Balance of State Continuum of Care

SUBJECT: Collaborative Applicant RFP w/ attached Scope of Work & MOU

Introduction

The McKinney-Vento Homeless Assistance Act as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, enacted into law on May 20, 2009, consolidated three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program—the [Continuum of Care \(CoC\) Program](#).

The HEARTH Act also codifies into law the Continuum of Care planning process, a longstanding part of HUD’s application process to assist homeless persons by providing greater coordination in responding to their needs. The HEARTH Act directs HUD to promulgate regulations for these new programs and processes. The regulatory implementation of the CoC Program is achieved through the [CoC Program interim rule](#).

The [CoC](#) is designed to address the critical problem of homelessness through a coordinated community-based process of identifying needs and building a homeless response system of housing and services to address those needs. The Arkansas Balance of State Continuum of Care (ARBOS CoC) Governance Board (Board) designates a Collaborative Applicant to manage certain required HUD processes on its behalf, to ensure the maximum amount of funds are received by the CoC and that the CoC is in compliance with all applicable HUD rules and regulations. Continuum of Care Collaborative Applicant is the entity designated by the Continuum of Care to coordinate the CoC’s annual application for HUD Continuum of Care program funding. The Collaborative Applicant will take on the following responsibilities of the Continuum including, but not limited to: Coordinating and submitting the annual Notice of Funding Opportunity (NOFO) application to HUD for CoC Program funds; supporting the CoC Board in coordinating and facilitating the Continuum of Care with state and City agencies, Emergency Solutions Grant recipients and sub-recipients, health partners, schools, etc. along with Continuum of Care Board, and Continuum of Care committees; coordinate the Point-in-Time Count; coordinate and help facilitate strategic planning for the Continuum of Care; monitor CoC- funded projects performances; facilitate reporting requirements and partner with any Support Agency that is identified by the CoC. The Collaborative Applicant serves as the CoC staff and performs all tasks at the direction of the Board. The Collaborative Applicant must be the Recipient of the CoC’s CoC Program Planning Grant which funds some or all of the activities noted above.



Request for Proposals

The Arkansas Balance of State Continuum of Care AR-503 Board is soliciting proposals for the role of ARBOS CoC Collaborative Applicant for October 2024 – December 2026, contingent upon successful annual evaluation. The ARBOS CoC Executive Board, directly or via a subcommittee as appropriate under the CoC Governance Charter, will receive the applications, review, and provide recommendation to the full ARBOS CoC Membership for review and final approval.

Eligibility

1. Applicants must be an active 501(c) (3) and provide the agency's determination letter from the IRS, or a governmental entity with the capacity to handle the scope of work (See Attachment I).
2. Certification that the Applicant has not been debarred or suspended from receiving federal contracts or grants; and, that there are no outstanding civil judgements against the agency, federal or state.
3. Applicants must demonstrate the ability to coordinate with the entire CoC geography which consists of the boundaries of the 46 counties with the Arkansas Balance of State Continuum of Care.
4. Applicants must include the agency's most recent IRS 990 and the most current completed fiscal year single audit or independent audit reports or local government financial report equivalent (CAFR, ACFR).
5. Applicants receiving CoC funds, either directly or as a sub-recipient, are eligible to apply as the Collaborative Applicant. Because of the inherent conflict of interest, interested applicants who also have other CoC Program funds will have an additional section of questions to answer that pertains to avoidance of conflicts of interest.

Proposal Requirement

Applicants are required to follow the sections below in submitting the narrative portion of the application. Applicants must address all items under each section. The project award period will be July 1, 2023, to December 31, 2026.

Agency Capacity (2 pages maximum) In narrative or chart form, describe the applicant's capacity to administer the requirements of the ARBOS CoC Collaborative Applicant, with particular focus on capacity to ensure timely and accurate submission of the annual CoC Program funding application. This section is intended to allow the applicant- individual or agency the opportunity to describe their individual or agency, personnel experience, and history with grant administration, CoC activities, and community engagement practices.

1. Ability to carry out the key duties associated with preparing and submitting the annual or semi-annual funding application for CoC Program funds to HUD;
2. Ability to provide staffing and organizational support to a diverse group of community stakeholders in a wide geographic area;
3. Experience with state and federal grant management and reporting; Please list which state and federal



grants the agency has received and managed in the past 3 years;

4. Experience, knowledge and participation with Continua of Care and HUD programs;
5. Experience with program monitoring and evaluation for highly regulated grants such as HUD CoC and ESG funding;
6. Experience, knowledge and participation in conducting Point in Time Count (PITC) required by HUD in a large geographic area;
7. Experience, knowledge and participation in Continuum of Care governance; and,
8. Ability to organize large groups of volunteers to conduct community - wide outreach.
9. Ability to obtain sufficient funding for ARBOS CoC's planning grant match and any other additional specific funds as needed.
10. Provide a brief description of the key personnel with oversight of the ARBOS CoC Planning Grant and their experience with grant management.
11. If you are not chosen as the Collaborative Applicant (but are currently the Collaborative Applicant), please describe how you will help with the transition process to a new agency.

Agency Narrative (2 pages maximum). Provide a narrative explaining your agency's internal financial controls and how you ensure that funds are spent on eligible costs and avoid OMB definitions of fraud, waste and abuse. Applicants must include the source and amount of the required 25% match as is required for the grant. This is to ensure that applicants have the fiscal capacity to support the duties and responsibilities of the CoC Collaborative Applicant and can provide the 25% match, cash or in-kind, required for the CoC Planning Grant. The FY 2023 CoC Planning Grant is approximately \$218,529.00

*****Supplanting.** In the Agency Narrative section, describe how the funds provided for expenditures on this contract and match will not be supplanting other funds.

Project Narrative (4 pages maximum) Provide a concise narrative that clearly describes how the applicant plans to support each of the major priorities listed in ARBOS CoC Collaborative Applicant Scope of Work (See Attachment 1). Applicants are required to follow the Scope of Work with the narrative. This section is intended to allow the applicant the opportunity to describe how the duties of the Collaborative Applicant will be provided.

Vision & Growth. (4 pages maximum) Provide in narrative form, how the applicant envisions the growth of the ARBOS CoC over the duration of this contract by answering the questions listed:

1. How will the applicant ensure timely and accurate submission of the annual or semi-annual HUD CoC Program Funding application?
2. How will the applicant support the stakeholders who are a part of the ARBOS CoC?
3. What is the plan to expand the ARBOS CoC participation in Coordinated Entry, Regional Meetings, and Committee work?
4. How would the applicant support the CoC's priority to end chronic and veteran homelessness in 5 years and where does the applicant see the ARBOS CoC in five years?
5. Explain how the applicant envisions working with the CoC Board, CoC Membership, HMIS Lead Agency,



CES Lead Agency and ESG fiduciary.

6. Describe the year-round approach the applicant would implement to be ready for the annual NOFO competition.
7. What is the applicant's plan to apply and secure additional funds for the ARBOS CoC?
8. How and with whom would you collaborate to determine how the CoC Planning Grant is spent?
9. How and with whom would you collaborate to determine priorities and focus areas for Collaborative Applicant staff?

CoC Funded Agencies or Sub-recipients. (4 pages maximum). If the applicant agency does not receive CoC funds, either directly or as a sub-recipient, and does not intend to apply for CoC funds (other than the CoC Planning Grant) during the duration of their role as CA, please state so in this narrative section and **do not** answer the questions below. If the applicant agency is a CoC funded agency or sub-recipient or plans to apply for CoC funds during their duration in the role of CA, please answer each of these questions, in narrative form:

1. What is the applicant plan for conducting Performance Reviews and Technical Assistance for their own CoC funded grant?
2. How will the applicant handle a Grievance assessed regarding their agency's performance as the CA or as a CoC project provider?
3. How will the applicant ensure that board, committee, and regional work is prioritized over personal agency gain during the development and implementation of policies, procedures, and evaluations of the CoC and/or its projects?

Additional Attachments:

1. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions.**
2. **IRS letter.** Provide a copy of the agency 501(C)3 status if the applicant is not a government entity.
3. **IRS Form 990 and Audit Reports.** Provide the most recent IRS Form 990 report and most current completed fiscal year Single Audit report.
4. **Mission Statement.** Provide a copy of the applicant agency's mission statement.
5. **Organizational Chart and Proposed Organizational Chart.** Provide a current organizational chart for the applicant agency and a proposed organizational chart. If the position is to be shared with an existing position within your organization, please denote the anticipated percentage to time spend on ARBOS COC related business, as well as, the percentage of budget used from the planning grant for the shared individual time (i.e. 40% ARBOS time 60 % your organization time; 50% ARBOS planning grant \$ and 50% organization dollars for their salary).
6. **Optional Additional Attachments.** Applicants may provide up to 5 pages of optional attachments such as letters of support, letters of collaboration or letters of reference.

Any questions regarding this RFP should be emailed to William Tollett at william.tollett@houseofhopeharrison.org



Proposals need to maintain page limits for each section and narrative with a 12-point, Calibri font at single space and 1-inch margins.

Completed proposals must be submitted by email to William.tollett@houseofhopeharrison.org by 4:00 p.m. Central Time on August 13, 2024. Incomplete, late, and/or paper submissions will not be considered.

Proposals should be submitted in one e-mail with the following subject lines:

Email One: RFP Application, *Agency Name*

Your email should be one file that contains all the Narratives required in the RFP. Please put the Narratives in this order: Agency Capacity, Agency Narrative, Project Narrative, Vision & Growth, and CoC Funded Agencies or Sub-Recipients. Your email should also include one file that contains all the Attachments required in the RFP. Please put the Attachments in the same order listed in the RFP: Certification of Debarment, IRS Letter, IRS 990 and Audit, Mission Statement, Organizational Charts, Job Descriptions and Other Attachments.

***Please note that the email will need to be sent and received prior to 4:00 pm Central Time on August 13, 2024. Applicants will receive an email confirmation from the designated ARBOS COC RFP facilitator when the email is received. If no confirmation is received, the applicant should contact William Tollett prior to the August 13, 2024, 4:00 pm deadline to verify receipt of proposal email.

CoC CA RFP Dates to Remember:

RFP Release Date	July 15, 2024
Proposals Due	August 13, 2024, by 4:00 p.m. (CT)
Review of Proposals	August 14-28, 2024
Board Special Discussion Meeting(s)	August 29, 2024
Board Meeting to Approve	September 12, 2024
Applicant Notification	September 13, 2024
MOU Signature Due	TBD
Transition Period (if needed)	TBD if needed

**The Arkansas Balance of State Continuum of Care – AR 503
Attachment 1: Scope of Work**



Collaborative Applicant

Following the direction of the CoC Board, the Collaborative Applicant provide adequate staff to accomplish the following tasks:

- A. Consolidated Application: Design, operate and follow a collaborative process for developing and submitting a Continuum of Care ("CoC") Consolidated Application to HUD.**
1. Complete CoC registration.
 2. Coordinate, facilitate, and update the grant inventory worksheet of all projects eligible for renewal funding according to the process defined by HUD.
 3. Create CoC Notice of Funding Opportunity ("NOFO") timeline.
 4. Provide notice of funding timelines and priorities established by the CoC NOFO and ARBOS CoC through email and website postings.
 5. Interpret the HUD CoC NOFO and make recommendations to the ARBOS CoC, ARBOS CoC Board, and/or ARBOS CoC committees as appropriate.
 6. Collaborate with the ARBOS CoC Board and committees to ensure involvement from ARBOS CoC members and entities.
 7. Recruit community partners to assist with completion of the CoC Consolidated Application for the ARBOS CoC.
 8. Gather all necessary information to write and submit all parts of the annual ARBOS CoC Consolidated Application to HUD.
 9. Work with the ARBOS CoC Homeless Management Information System ("HMIS") lead agency to gather data for the ARBOS CoC Consolidated Application.
 10. Solicit CoC project applications.
 11. Coordinate, review, and provide technical support for all ARBOS CoC project applications.
 12. Provide training for new and renewal applicants.
 13. Coordinate and provide logistical support for the Ranking and Review committee charged with ranking of project proposals.
 14. Help CoC Board committees update scoring sheets to be used in evaluating proposals under the CoC NOFO.
 15. Provide training to the members of the Ranking and Review committee.
 16. Compile priority listing as directed by the Ranking and Review committee.
 17. Draft and submit the CoC Consolidated Application to the ARBOS CoC for feedback and approval.
 18. Submit the approved ARBOS CoC Consolidated Application to HUD in advance of the deadline.
 19. Review CoC score debriefing published by HUD and make program and policy recommendations to the ARBOS CoC based on the debriefing results.
- B. Planning Grant: Write, submit and report on the CoC Planning Project application, as defined by the CoC Program NOFO.**
1. Identify eligible expenses.



2. Ensure compliance with proper spending, record keeping, and reporting.
3. Consider innovative ways to support CoC activities with Planning Project funds.
4. Accept CoC Planning Project funds on behalf of CoC.
5. Provide and track match funding for the CoC Planning Project.
6. Write narrative and provide data for CoC Planning Project submission.

C. System Gap Analysis: Produce a system gaps analysis of the ARBOS CoC at least annually.

1. Carry out a competitive process for any portion of the gaps analysis that is to be subcontracted. i.e., identify a subcontractor and monitor the work to be performed for any portion of the project that is to be subcontracted.
2. Identify eligible expenses.
3. Ensure compliance with proper spending, record keeping, and reporting.
4. Consider innovative ways to support CoC activities with Planning Project funds.

D. Strategic Planning:

1. Assist the ARBOS CoC with identifying community priorities.
2. Identify and support best and emerging practices and innovations.
3. Support the CoC in creating and monitoring project level performance criteria.
4. Lead CoC planning, outreach, strategic planning and HUD funding application processes.

E. Technical Support: Provide technical support and assistance to the ARBOS CoC Board and to ARBOS CoC grantees, committees, and workgroups.

1. Assist the ARBOS CoC Board in applying for other funding or technical assistance opportunities related to developing a housing and homeless response/service systems within the ARBOS CoC geographic area, based on capacity.
2. Assist ARBOS CoC grantees in applying for technical assistance opportunities related to the operation of their ARBOS CoC grant.
3. Coordinate, staff and participate on committees and workgroups.
4. Maintain and make publicly available on the CoC website the ARBOS CoC Written Standards Policies and Procedures, CES Policies and Procedures, HMIS Policies and Procedures. Support relevant committee, board, and provider understanding of implementation and operational requirements of all CoC policies.
5. Provide data, information, and best practices to support the work of committees and workgroups as appropriate and available.
6. Support CoC Compliance with all state and federal requirements and notices.
7. Conduct technical assistance/monitoring site visits in concert with the Ranking and Review committee with CoC grant recipients related to CoC policies and procedures and project performance.
8. Represent the ARBOS CoC when seeking technical assistance from HUD through avenues such as the HUD AAQ or inquiries with the HUD regional office.



9. Assist with coordination of ARBOS CoC trainings and other educational opportunities.
 - a. Issue request for proposals upon request of ARBOS CoC Board.
 - b. Solicit and coordinate training providers based on needs identified by ARBOS CoC Board and annual gaps analysis.
10. Facilitate requests for letters of support, letters of participation, and memoranda of understanding from the ARBOS CoC.
 - a. Receive and respond to emails requesting letters of support, letters of participation, and memoranda of understanding.
 - b. Verify requests comply with the ARBOS CoC Letters of Support, Letters of Participation, and Memoranda of Understanding Requests policies (as applicable) and request additional documentation, if necessary.
 - c. Forward requests for letters of support and memoranda of understanding to the Executive Committee (as defined in the Charter) of the ARBOS CoC for review and approval by the ARBOS CoC.
 - d. Review requests for letters of participation and make approval recommendations to the Executive Committee of the ARBOS CoC.
 - e. Sign letters of support, letters of participation, and memoranda of understanding approved by the ARBOS CoC and/or Executive Committee.
 - f. Return signed letters of support, letters of participation, and memoranda of understanding to the requesting organizations.
11. Network with other CoCs and subject matter experts for best practices.

F. Point-in-Time Count: Coordinate the Annual unsheltered Point-in-Time ("PIT") Count.

1. Solicit, track, and coordinate with HMIS lead and county leaders to conduct the PIT Count in their county or counties which includes:
 - a. Recruiting and training volunteers;
 - b. Coordinating with community resources to find known locations of homelessness;
 - c. Planning the geographic areas in which volunteers will count; and
 - d. Ensuring timely submission of PIT Count surveys.
2. Participate in the PIT Count subcommittee.
3. Revise unsheltered PIT Count materials not including the online survey.
4. Distribute PIT Count materials and information through the ARBOS CoC website and email list.
5. Ensure the PIT Count covers the entirety of the CoC's geographic area.
6. Coordinate with county leads to facilitate unsheltered count training.
7. Coordinate with HMIS Lead for sheltered count training.
8. Coordinate with county leads to monitor data entry of paper
9. Produce and distribute PIT Count Report.
10. Submit PIT Count data through HUD homeless data exchange website.

G. Logistical Support: Provide logistical support for meetings of the ARBOS CoC.



1. Provide logistical support for all ARBOS CoC meetings – including membership, board and committees.
 2. Publish an annual calendar of CoC meetings.
 3. Announce the date, time, and location of board and membership meeting at least 30 days in advance.
 - a. Publish the meeting agenda at least 72 hours before the meeting.
 - b. Reserve meeting location or Zoom/virtual platform.
 4. Reserve and set-up conference call line, if requested.
 5. Schedule and set-up webinar/video conferencing capabilities, if requested and available.
 6. Lead coordination and set-up of audio-visual equipment and/or information technology.
 7. Assist with distributing meeting materials and notice by email or other methods.
 8. Coordinate scheduling of speaker(s), trainer(s), or other presenter(s).
 9. Prior to regularly scheduled elections and based on the schedule set forth by the ARBOS CoC Board, solicit nominations for "at-large" board representatives on behalf of the ARBOS CoC Board.
 10. Board meetings.
 11. Reserve and set-up conference call/Zoom line.
 12. Reserve meeting location or virtual platform.
 13. Schedule and set-up webinar/video conferencing capabilities, if requested and available.
 14. Lead coordination and set-up of audio-visual equipment and/or information technology.
 15. Committee/workgroup meetings.
 16. Provide all tasks necessary and requested by the committee/workgroup chair.
- H. **Communications: Establish and maintain all communications systems as defined by the ARBOS CoC Board, including, but not limited to, Basecamp, the website and email distribution lists for the ARBOS CoC.**
- I. **Consultation: Consult with CoC, ESG and other homelessness grant recipients in the implementation of a housing and service system within the ARBOS CoC geographic area.**
- J. **Reporting: Submit a written report of the Collaborative Applicant activities in advance of ARBOS CoC Board meetings or as reasonably requested by the ARBOS CoC Board.**
- K. **Expenses: Submit a quarterly (or more often as requested) report of CoC spend down and Planning Grant expenses, with match, in advance of ARBOS CoC Board meetings.**
- L. **Consolidated Plan: Provide information to complete Consolidated Plans within CoC geographic area.**
1. Collect and provide data for Consolidated Plan and Annual Action Plans.
 2. Update Annual Action Plans.
 3. Conduct public hearings.



**The Arkansas Balance of State Continuum of Care – AR 503
Memorandum of Understanding (MOU)**

Collaborative Applicant



Between
The Continuum of Care – Arkansas Balance of State Continuum of Care – AR-503
And the

BACKGROUND

Arkansas Balance of State Continuum of Care (the “**ARBOS CoC**”) is a membership-based nonprofit corporation under the laws of the State of Arkansas comprised of a variety of stakeholders from service providers, government entities, research institutions, persons with lived experience, etc., who are committed to preventing and ending homelessness through the design and implementation of plans, which are consistent with local, state, and federal policies. In the spirit of collaboration, the **ARBOS CoC** and _____ (**Collaborative Applicant**), the ARBOS CoC designated Collaborative Applicant, have agreed to enter this Memorandum of Understanding (“MOU”) to document each party’s duties and responsibilities and to ensure that the same are successfully executed.

The **ARBOS CoC** and the **Collaborative Applicant** (collectively, “**The Parties**”) will work together to help the achieve ARBOS CoC strategic goals. The **Collaborative Applicant** will provide the administrative support mutually agreed upon by the parties as required to carry out the work of HUD requirements, RFPs, applications, strategies, various committees, workgroups, and like bodies defined in the ARBOS CoC Governance Charter or requested by the ARBOS CoC Board of Directors (**The Board**).

The parties commit to timely responses, transparency, open communication, and collaborative work strategies, in the completion of tasks necessary to ensure efficient operations of the **ARBOS CoC** and the **Collaborative Applicant**.

PURPOSE

This Memorandum of Understanding (MOU) is entered into by **ARBOS CoC** and the selected Collaborative Applicant for the ARBOS CoC, namely – _____. The purpose of this MOU is to set forth expectations and define responsibilities of **The Parties** as pertaining to the MOU.

KEY STAKEHOLDERS & TERMINOLOGY

1. **Department of Housing and Urban Development (HUD)**. HUD is the federal government agency that implements and regulates the Continuum of Care program under the terms of 24 CFR Part 578 (Interim Rule).
2. **Continuum of Care – St. Louis (ARBOS CoC)**. The ARBOS CoC is a membership-based organization (Public Benefit with Members) comprised of a variety of stakeholders committed to preventing and ending homelessness through the design and implementation of plans, which are consistent with



local, state, and federal policies.

3. **Collaborative Applicant (CA).** The CA is an eligible applicant designated by the ARBOS CoC to:
 - o Collect and submit all the required CoC application information for all projects selected for ARBOS CoC funding; and
 - o Apply for planning funds on behalf of the ARBOS CoC.
 - o All other duties and tasks assigned in the Attachment 1: Scope of Work and by the ARBOS CoC Board.
4. **HUD Planning Grant (Planning Grant).** The Planning Grant is developed by the CA & ARBOS CoC to provide funding for carrying out CoC-related activities.
5. **Governance and Membership Committee (G&M Committee).** Committee appointed by the charter to monitor and enforce the governance charter and membership rules. This committee is responsible for holding elections, reviewing, and approving ARBOS CoC membership applications, doing research on governance concerns and preparing updates to the Operating Charter for Board & membership votes.
6. **ARBOS CoC Board (The Board).** The Board is the governance body of the CoC under the terms of its governance Charter. The Board has been elected by The Membership to organize, facilitate, and enact routine activities of the ARBOS CoC, sign MOU's and contracts on behalf of the ARBOS CoC, and collaborate with key stakeholders to ensure the ARBOS CoC is meeting their goals and requirements. The Board may delegate specific responsibilities to its Executive Committee, the G&M Committee, or other committees and workgroups, including, but not limited to, the Collaborative Applicant, as outlined in this MOU.
7. **Interested Person:** Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
8. **Financial Interest:** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - o An ownership or investment interest in any entity with which the ARBOS CoC has a transaction or arrangement,
 - o A compensation arrangement with the ARBOS CoC or with any entity or individual with which the Organization has a transaction or arrangement, or
 - o A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the ARBOS CoC is negotiating a transaction or arrangements.
 - o Compensation includes direct and indirect remuneration as well as gifts or favors that are not substantial. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.



ROLES & RESPONSIBILITIES

ARBOS CoC Board:

1. **Oversight:** Provide overall decision-making, direction, goals and scope of work for the **CA** in **ARBOS CoC** -related issues.
2. **Meetings:** Facilitate full membership and Board meetings with assistance of the **CA**.
3. **Governance:** Facilitate a charter review annually, or as in ordinance with the charter.
4. **Partnership Evaluation:** Facilitated annual, or as dictated by the charter, evaluation of the CA, Coordinated Entry Management Entity, Homeless Management Information System (HMIS) Lead and HMIS software, as those terms are defined by HUD regulations; deciding whether to RFP each provider annually with through delegation to the associated committee.
5. **Protection:** Securing proper insurance and protections for the **ARBOS CoC** at a reasonable level, including but not limited to, Directors & Officers and Errors & Omissions.

CA:

1. **Scope of Work:** Ensure that all the responsibilities, tasks and projects outlined in the Attachment 1: Scope of Work in the official RFP for the Collaborative Applicant completed to the satisfaction of the ARBOS CoC and its Board.

TERM

1. This MOU shall commence when this document is fully executed and shall continue until December 31, 2026 or unless this MOU is terminated sooner as permitted under this MOU.
2. Either party may terminate this MOU for any reason by giving a 90 day prior written notice or immediately if gross conduct is present.
3. Upon termination for any reason, both parties 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 relevant parties. If termination is for any reason other than default in obligations hereunder or gross misconduct, this transition will also include a formal training period, term of which will be negotiated by the parties involved, to facilitate the successful transfer of information with the minimal disruption to the **ARBOS CoC**.

MODIFICATIONS AND OTHER PROVISIONS

1. **Modifications:** Either party may request modifications to this MOU. Any changes, modifications, revisions, or amendments (other than changes to the Exhibits as noted below) to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when fully executed.
2. **Modifications to Exhibits:** If the **ARBOS CoC** Board and the **CA** Leadership/Board agree, modifications



to Exhibits do not require a formal revision to the MOU. Changes to the revised Exhibits will be documented in the minutes of **The Board** as well as distributed to the **ARBOS CoC** along with the effective dates of such changes.

3. **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.
4. **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
5. **Liability:** No officer, member, official, or agent of **The Parties** shall be personally liable in connection with this MOU.

CONFLICT OF INTEREST

This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

The CA:

- Will not accept work, enter into a contract, or accept any obligation that constitutes a direct or in-direct financial conflict with the **CA's** obligations, or the scope of services rendered for the **ARBOS CoC**, under this MOU.
- The **CA** and its staff, leadership and Board warrants that, to the best of its knowledge, there is no other contract or duty on the **CA's** part, which conflicts with or is inconsistent with this MOU.
- If any such actual or potential conflict of interest exists or arises under this MOU, the **CA** shall immediately inform **The Board** in writing of such conflict.
- Any member of the **CA** with an actual or potential conflict of interest must refrain from any decision-making votes pertaining to this MOU or work with **ARBOS CoC**. If, in the reasonable judgment of the **ARBOS CoC**, such conflict poses a material conflict to and with the performance of the **CA's** obligations under this MOU, then the **ARBOS CoC** may terminate the MOU immediately upon written notice to **CA**; such termination of the MOU shall be effective upon the receipt of such notice by the **CA**. The **CA** agrees to indemnify the **ARBOS CoC** from any and all loss or liability incurred by reason of the alleged breach by the **CA** of this Conflict-of-Interest provision and of any services agreement with any third party.

CONFIDENTIALITY

The 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 participant records or information, including volunteers. The parties shall not use or disclose any information about a participant provided under this agreement for any purpose connected with **the parties'** contract responsibilities, except with the written consent of such participant, participant's parent or guardian, or participant's attorney, as applicable under the circumstances.



EQUAL OPPORTUNITY

The Parties mutually agree to be bound by, and abide by, all applicable anti-discrimination statutes, regulations, policies, and procedures as may be applicable under any federal or state contracts, statutes, or regulations, or otherwise as presently or hereinafter adopted. This is to include, but not limited to, the HUD Equal Access Rule ensuring non-discrimination for unmarried and/or non-traditional families, persons who identify as LGBTQ and transgender, or gender non-conforming clients.

TERMS OF AGREEMENT

This MOU shall be

- Effective upon adoption by each signatory agency and entity;
- Reviewed and revised as needed to further implementation of strategic and long-term goals of the **ARBOS CoC**.
- Expanded, modified, or amended, as needed, at any time by the consent of both agencies; and
- In effect until terminated according to terms of this MOU.

NOTICE

For any notice required hereunder, notice shall be sent via overnight or express or registered mail (return receipt requested).

If to CA: _____

If to ARBOS CoC: _____

DISPUTES

In the event of a dispute between the Parties hereto, prior to filing suit, the parties agree to engage in not less than six (6) hours of mediation to attempt to resolve the conflict, costs to be borne equally by the parties. In the event of litigation, the laws of the State of Missouri shall apply without regard for its rules regarding conflicts of laws, and venue shall be proper in the City of St. Louis or Federal District Court for the Eastern District of Missouri.

SIGNATURES



Submittal and Approval:

Collaborative Applicant Leader / Board Chair Signature:	
Printed Name & Title:	
Date submitted:	
ARBOS CoC Board Chair Signature:	
Printed Name & Title:	
Date approved:	

