

Continuum of Care (CoC) Board of Directors Meeting

Fort Worth/ Arlington/ Tarrant County (TX-601)

September 28, 2020 at 1:30pm
Virtual

I) Call to Order	Victoria Farrar-Myers, Chair
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II) Reports and Discussion	
A) Texas Homeless Network: presentation on state-wide data sharing initiative	Samuels
B) Tarrant County Homeless Coalition (TCHC) (200928-201)	King
(a) Interim Executive Director Report	
(b) End of Year Housing Challenge	
(c) Membership Launch	
C) Standing Committees	
1) CoC Board Executive Committee (200928-202)	Farrar-Myers
2) Allocations Committee (200928-203)	Williams
3) CoC Governance Committee (200928-204)	Broussard
4) HMIS Governance Committee (200928-205)	Montgomery
5) Housing Committee (200928-206)	King
6) Improvement, Coordination, and Training (200928-207)	Browne
D) Community Strategic Plan	King
1) Update on review of committees, subcommittees, and work groups	
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III) Board Action Items	
A) Approval of CoC Board Meeting Minutes from July 27, 2020 (200928-208)	Farrar-Myers
B) Approval for participation in State-wide data sharing initiative (200928-209)	Farrar-Myers
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IV) Request for Future Agenda Items	Farrar-Myers
V) TCHC Executive Director Search Update	
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VI) Public Comment (Remarks will be limited to 3 minutes. Time may be extended at the discretion of the Chair.)	Farrar-Myers
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VII) Adjournment	Farrar-Myers

CoC Board Membership will meet November 23rd @ 1:30pm

The Fort Worth/ Arlington/ Tarrant County Continuum of Care (also known by its HUD designation, "TX-601") serves as the planning and coordinating body for the efforts to prevent and end homelessness in Tarrant and Parker Counties. Meetings may be recorded. General Membership and Continuum of Care (CoC) Board meetings are open to the public. CoC Board Members are selected annually in accordance with the [CoC Charter](#) and after a public call for nominations. The Tarrant County Homeless Coalition (TCHC) serves as the Lead Agency, Collaborative Applicant, and HMIS Administrator for TX-601. More information is available at www.AHomeWithHope.org.

TCHC Report
September 2020

Goal #1: *Effective Response System*- Build an effective and efficient housing crisis system of care

▪ **Priority Populations**

- **People at risk of COVID-19**- Have created a targeted list for people at risk of COVID-19 based on JPS homeless registry data. This group will be prioritized for housing to ensure they do not stay in congregate settings.
- **Veterans**- Have seen an increase in the number of Veterans becoming homeless; Veterans Leadership Taskforce began meeting monthly to ensure progress continues on achieving functional zero.
- **Youth**- The Youth Committee and Youth Advisory Board will be repopulated in the coming months.
- **Chronic**- Hardest to House effort will be starting again this fall. TCHC will facilitate a case review process to determine who is considered to be hardest to house and how to best serve.
- **Families**- Family Committee continues to meet and has focused on how to prevent families from becoming homeless along with supporting those who are currently homeless. The committee will refocus on data, including securing funding to standardize and share data with school districts.

▪ **Targeted Interventions**

- **Economic Mobility**- TCHC is working to revamp the employment referral system, as both employment agencies and CoC case managers report it is not working well.
- **Rapid Exit**- Continues to serve people who are employed and can quickly move out of homelessness.
- **DCSF**- Critical documents reimbursement is now available; all agencies can work with clients to secure documents needed for housing.

▪ **Streamlined Services**

- **Green River**- TCHC is beginning the process to incorporate the medical portal of Green River; we were able to purchase the portal with CARES funding.
- **Dashboards**- Working to make dashboards more meaningful, with more comparative data, as opposed to a specific time period of results.

▪ **Best Practices**

- **Learning Institute**- Based on feedback from participants, staff is making adjustments to Leadership Academy. Classes will be offered to landlords either this fall or in beginning of 2021.

Goal #2: *Data Driven Solutions*- Better understanding of scope and need through data analysis and data sharing

- **Key Data Points**
 - **Community Dashboards-** Program dashboards will be created before the end of the year. ICT, HMIS and Performance Measurement Committees will have a joint meeting in October to determine what should be included on the dashboards.
 - **Coordinated Entry metrics-** The new coordinated entry process begins October 1, with the goal of moving people from housing match to move in, in less than 35 days.
- **Data Sharing**
 - **Internal data sources-** No report.
 - **Integrate data-** Working closely with JPS to use medical data to prioritize people at risk of COVID-19 for housing.
- **Data Quality Management**
 - **Training-** All data training is online; open office hours will be implemented this fall to improve data quality.
 - **Develop Metrics-** Data quality metrics will be included in program dashboards.
 - **Identify secondary sources-** No report.
- **Cross System Analysis**
 - No report.

Goal #3: *Housing Focused-* Ensure adequate housing stock and access for those at risk of or experiencing homelessness

- **Prioritize Policy**
 - **Affordable Housing Strategic Plan-** No report.
 - **Arlington 10-year plan review-** No report.
- **Develop Solutions**
 - **Unit Development-** 119 PSH units are coming onboard at the end of 2020 through the use of City of Fort Worth CRF funds in partnership with Fort Worth Housing Solutions. 48 additional units will be online in early 2021. There are approximately 150 new rapid rehousing subsidies that will be available this fall.
 - **Landlord Engagement-** Currently have 75 landlord partnerships. 683 units available in Padmission, most are 2 and 3 bedrooms. Currently have 9 efficiencies, 185 one bedroom, 360 two bedroom, 129 three bedroom and 123 all bills paid available.

Goal #4: *Engaged Community-* Increase knowledge and community response around the issue of homelessness

- **Leader Engagement**
 - **Leadership Council Meeting-** Next meeting is being scheduled in October.
 - **Leadership Report-** Next Leadership Report will be published in October.
- **Grassroots Outreach**
 - **Speakers bureau-** On hold due to COVID
 - **Workshops/Events-** On hold due to COVID; working on virtual solutions

- **Mobilize Community**

- **Community Education Campaign-** Continuing with social media and other efforts; determining what this should look like moving forward. United Way has partnered with TCHC to provide a VISTA to work on affordable housing and community education.
- **Membership-** Membership will launch to agencies in October.

Goal #5: *Committed Resources-* Maximize resources by strengthening commitment to support community members at risk of or experiencing homelessness

- **Performance Driven**

- **Utilization analysis-** No report
- **Priority population metrics-** Engaged with Built For Zero to advance work on Veteran homelessness and other targeted populations.
- **Community dashboards-** See above regarding dashboards.

- **Continuous Quality Improvement**

- **Program Monitoring plans-** TCHC will be moving to an account representative model to ensure programs have enhanced grants management support. All CoC grants were monitored in September.

- **Expand Opportunities**

- **Funding-** TCHC received information about the second round of State ESG. TDHCA is proposing to restrict funding to prevention and rapid rehousing. The Homeless Coalition and CoC Executive Committee are working to advocate against this, as our system needs flexibility in this funding to meet system gaps.

September 2020 Executive Committee Report

Schedule

As needed

<i>Last</i>	<i>Next</i>
September 22, 2020 Virtual	TBD Virtual

Report

The Executive Committee met in August and September.

The state-wide data sharing approval process was discussed and determined.

The Executive Committee has had extensive discussion on future CoC Board officers, including transition plans. All Officers are transitioning out of their positions this year, after serving two 1-year terms. The CoC Board should make adjustments to officer terms to ensure all officers do not transition out of their positions at the same time. The Governance Committee will address possible solutions going forward.

The second round of State ESG is set to be released this fall. TDHCA is planning to direct how funding is spend, restricting funds to prevention and rapid rehousing. The Executive Committee agreed this does not meet our CoC's needs and we should work to advocate for flexibility in use of funding.

A review of CoC standing committees continues. Input was given on potential ICT structure and members. Additionally, it was confirmed that Governance would decouple from community education and engagement.

Key Takeaways

The CoC Board needs to establish a Vice Chair- Chair- Past Chair structure. This would help avoid all officers transitioning at one time.

Our community will advocate for flexibility with State ESG funds.

Recommendations to CoC Board

No action needed by the CoC Board at this time.

September 2020 Allocations Committee Report

Schedule

1st Thursday at 3:00 PM

<i>Last</i>	<i>Next</i>
July 6, 2020 Virtual	October 1, 2020 Virtual

Report

The Allocations Committee met on June 9, 2020 and July 6, 2020.

The August and September meetings were cancelled due to the working on the revamping of the committee and the competition workload the committee completed in June and July. The committee is meeting on as needed basis, as federal funding is awarded and additional local competitions are conducted.

Key Takeaways

Going forward, the Allocations Committee will broaden its focus to fully meet Strategic Plan Goal 5. The Allocations Committee will evaluate system needs, align community resources to prevent and respond to homelessness, and evaluate the community's performance in preventing and responding to homelessness. The Allocations Committee will have two work groups:

1. Performance Workgroup: Develops NOFA score card and ranking policy recommendations.
2. Ranking Workgroup: Ranks score card for annual NOFA competition and as needed for other local or state competitions.

See attached structure for more information.

Recommendations to CoC Board

None at this time.

September 2020 Governance Committee Report

Schedule

1st Thursday at 8:30AM

<i>Last</i>	<i>Next</i>
September 3, 2020 Virtual	October 1, 2020 Virtual

Report

Governance Committee responsibilities are being decoupled from Community Education/Engagement activities (Strategic Goal 4- Engaged Community). A new Community Relations workgroup has been formed and will have ownership of this effort.

CoC Board nominations were discussed, along with an intentional discussion around board diversity. Comparisons are below.

Current Demographic Data:

Board: 88% White 12% African American; 52% women, 48% men

Homeless population: 49% White 49% African American 2% Asian, Hawaiian, Native American
39% Women 61% Men

Slate of officers and new Board members was discussed. Governance committee will vote on a slate to present to CoC Board at November meeting.

Key Takeaways

The CoC Board should be intentional about efforts to ensure board composition reflects the demographics of people experiencing homelessness.

Recommendations to CoC Board

No action needed by the CoC Board at this time.

September 2020 HMIS Governance Committee Report

Schedule

3rd Tuesday of every Month @11am

<i>Last</i>	<i>Next</i>
September 15, 2020 12noon, virtual	October 20, 2020 12noon, virtual

Report

HMIS data quality dashboards are planned for later this fall. These dashboards will show data quality metrics for all programs. In September, King County (Seattle) dashboards were reviewed. See attached for example.

Texas Homeless Data Sharing Network agreement was discussed and was recommended to be sent to the full board for approval.

The HMIS structure and committee members were review. The committee is moving to meeting every other month, on the off months from Board meetings. Additionally, the committee will be adding other systems data professionals as members.

Key Takeaways

Dashboards will be available later this fall.

Committee recommends entering into the Texas Homeless Data Sharing Network.

HMIS Committee will begin meeting every other month on the even months.

Recommendations to CoC Board

The HMIS Committee recommends that TX-601 enter into the Texas Homeless Data Sharing Network.

September 2020 Housing Committee Report

Schedule

2nd Thursday at 8:30am

<i>Last</i>	<i>Next</i>
September 10, 2020 virtual	October 8, 2020 virtual

Report

The Housing Committee is working to find a new committee chair, as Andy Miller is no longer with the Morris Foundation and will no longer be serving on the board.

The Committee is working on looking at how to accomplish both long and short-term goals; not changing priorities, just how we go about accomplishing them.

Committee received updates on local housing development for people exiting homelessness. A report was given on CARES funding, including how many additional people could be served with this funding; Casa de Esperanza, the motel to PSH conversion, creating 119 new units of PSH; and Quail Trail, being developed by New Leaf, 48 new PSH units coming online late 2020 or early 2021.

Landlord Engagement update: currently have 75 landlord partnerships. 683 units available in Padmission, most are 2 and 3 bedrooms. Currently have 9 efficiencies, 185 one bedroom, 360 two bedroom, 129 three bedroom and 123 all bills paid available.

Key Takeaways

Housing Committee in need of new chair. Committee members have discussed and made suggestions.

Next meeting will focus on dividing work into long- and short-term strategies to better measure success of committee work.

Recommendations to CoC Board

None at this time.

September 2020 Improvement, Coordination & Training Committee Report

Schedule

3rd Monday at noon

<i>Last</i>	<i>Next</i>
September 21, 2020 Virtual	October 19, 2020 Virtual

Report

Improvement, Coordination & Training Committee met in August and September.

New Coordinated Entry Implementation: ICT has been working to redesign the Coordinated Entry process. This process was initially implemented in 2016 and needs to be revised. The goal is to reduce the amount of time it takes for someone to get housed from 54 days to less than 35 days. The revision of this process will remove barriers and make the system more client-centric. Some of these changes are possible because of the increased CARES funding.

End of Year Challenge: The CoC will embark on the *Housing 500 Challenge* starting October 1. This effort will be similar to previous 100-Day Challenges, with the focus on moving as many people as possible out of congregate settings. The goal is to house 50 people per week through diversion, rapid exit, rapid rehousing and permanent supportive housing. With the number of new units coming online this fall, this goal should be attainable for our community.

An overview of racial equity data was presented as a first step to begin taking action on racial disparities in our system outcomes. For example, African American men have a much higher rate of returns to homelessness than white men.

Example program and community dashboards were presented to the committee for consideration. Dashboards will show program performance, utilization and will give the community a view of a monthly point-in-time count. The ICT Committee, Performance Review Committee and HMIS Committees will have a joint meeting in October to discuss and determine what should be displayed for programs.

Key Takeaways

The new Coordinated Entry process starts October 1.

Housing 500 Challenge starts October 1.

Dashboards will be created for programs before the end of the year (see attached example).

Recommendations to CoC Board

No action needed by the CoC Board at this time.

Continuum of Care (CoC) Board of Directors Meeting Minutes

Fort Worth/ Arlington/ Tarrant County (TX-601)

July 27, 2020 at 1:30pm
Virtual

Board Members Present: (21) Dr. Victoria Farrar-Myers, Judge Carr, Patricia Ward, Pat Jacob, Eddie Broussard, Steve Montgomery, Kathryn Rotter, Leah King, Cassandra Walker, Bill Coppola, Whitnee Boyd, Beckie Wach, Deirdre Browne, Andy Miller, Artie Williams, Matt Canedy, Jason Hall, James Tapscott, Tara Perez, and Lt. Amy Ladd

I) **Call to Order:**
1:34pm

Victoria Farrar-Myers, Chair

II) **Reports and Discussion**

A) Tarrant County Homeless Coalition (TCHC)

King

(a) Interim Executive Director Report
(Report included in Board packet)

- People at risk of COVID-19 will be our priority for housing. JPS uses a scale to rank their risk.
- TCHC is fully staffed; hired an Information Service Specialist. All training is online; open office hours will be implemented in August to improve data quality.
- Community Education Campaign- Continuing with social media and other efforts; determining what this should look like moving forward. Use COVID as a jumping off point to stop street feeding and distribution of other items.
- Membership- This will be the normal HMIS fee; this is already a required fee to be paid annually. Any agency that pays an HMIS fee will be eligible to be a member and receive services. There is not an individual membership option currently; wanting to extend offer to agencies first. Any feedback on this is welcome.
- Priority population metrics- Engaged with Built for Zero to advance work on Veteran homelessness and other targeted populations. The leadership group created a scorecard and will be meeting with them every other week. Leadership Task Force will be meeting monthly again.
- Program Monitoring plans- TCHC will be moving to an account representative model. This will allow for enhanced grant management support. Monitoring will resume remotely in September.
- Funding- NOFA is not out yet.

(b) System Funding Overview

(c) New Publications

(d) Padmission Demo- by Kimberly Doty from TCHC

- Case managers will receive a brief training on the system.

B) Standing Committees

- 1) CoC Board Executive Committee – no report

Continuum of Care (CoC) Board of Directors Meeting Minutes

Fort Worth/ Arlington/ Tarrant County (TX-601)

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|---|------------------|
| <p>2) CoC Governance Committee
 (Report included in Board packet)
 -CoC Board nominations should be sent to Eddie, Lauren and Victoria.
 -Those with time left may be asked to stay on, they will be reached out to.
 -Discussed schedule, report, and actions items. No recommendations for the board.</p> | Broussard |
| <p>3) HMIS Governance Committee
 (Report included in Board packet)
 -Committee was asked to review the HMIS security agreement, will review next month, and submit to the full board for approval.
 - Coordinated Entry HMIS 2020 has been pushed back by HUD to the end of August.
 - Discussed schedule and report. No recommendations for the board.
 -</p> | Montgomery |
| <p>4) Allocations Committee
 (Report included in the Board packet)
 -Lauren heard from the state that there are no contracts in place yet. They are planning for the end of August.
 -Told guarantees that they can make charges back to March 31st.
 -Expect to get a second Allocation from the state, 2-3 million for the CoC and 66 million for the state.
 -Discussed schedule, report and action items.
 -Recommendations, none currently. Recommendations were completed by email due to expedited timeline of CARES funding.</p> | Williams |
| <p>5) Improvement, Coordination, and Training/Housing-Committee
 (Report included in Board packet)
 - The Coordinated Entry redesign was completed and approved by the committee.
 -Discussed schedule, report and action items.
 - Recommendation to CoC Board- The Housing and ICT Committee recommend the CoC Board of Directors approve the revised Rapid Rehousing policy as presented.</p> | Browne
Miller |
| <p>C) Community Strategic Plan</p> <p>1) CoC Committee Review (200727—198)</p> <ul style="list-style-type: none"> - Are the right people on the committee? - Look at goals and what needs to be done. | King |

III) Board Action Items

- | | |
|--|--------------|
| <p>A) Approval of CoC Board Meeting Minutes from May 18,2020
 V. Farrar-Myers moved to approve May Minutes.
 1. E. Broussard
 2. J. Tapscott
 3. All Approved.</p> | Farrar-Myers |
| <p>B) Approval of CoC Rapid Rehousing Policy
 V. Farrar-Myers moved to approve Rapid Rehousing Policy.
 No need for a second.</p> | Farrar-Myers |

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IV) **Request for Future Agenda Items** Farrar-Myers
No Request Farrar-Myers

V) **TCHC Executive Director Search Update** Matt Canedy
- To be named by early fall.

VI) **Public Comment** (Remarks will be limited to 3 minutes. Time may be extended at the discretion of the Chair.) Farrar-Myers
No Comment

VII) **Adjournment** Farrar-Myers
2:37p

CoC Board Membership will meet September 28th @ 1:30pm at Virtual

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More information is available at www.AHomeWithHope.org.

DATA USE AGREEMENT

This Data Use Agreement (the “Agreement”), effective as of the ___ day of _____, 2020, is by and between the Texas Homeless Network (hereinafter referred to as “THN”) which is advised by Texas Homeless Data Sharing Network Board (hereinafter referred to as “THDSN BOARD”) and [Formal Legal Name of the CoC] (hereinafter referred to as the “CoC”) (collectively, the “Parties”; each, a “Party”).

1. Purpose

THDSN BOARD, through the Texas Homeless Network (THN), will create a statewide data system or warehouse (the “Texas Homeless Data Sharing Network” or “THDSN”) to collect local data from Texas Continuums of Care through the Homeless Management Information System (“HMIS”). CoC agrees to share the HMIS data (the “Data”) with THN in order to consolidate the Data in one database enabling THN to: (a) perform research and analytics on the Data; (b) support policy initiatives with respect to homelessness in Texas; (c) gain insights into the characteristics of people experiencing homelessness, identify patterns of service use, and identify gaps in services; (d) connect to other state and local-level data to understand the connection of various Texas systems of care to homelessness for strategic development and service/housing targeting; and (e) provide CoC with access to research findings and/or data analysis (the “Purpose”).

In order to accomplish the Purpose, by executing this Agreement, CoC agrees to provide THN with client-level HMIS records which include: (1) personally identifiable information from client records for matching and de-duplicating individuals across the State of Texas and linkage to other administrative records from Texas; and (2) service encounter elements from those same client records for the purpose of research, evaluation, and program improvement.

2. Data Sharing

2.1 CoC is authorized to share data under this Agreement pursuant to the 2004 Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice, Section 4, HMIS Privacy and Security Standards issued by the U.S. Department of Housing and Urban Development (HUD); and the Coordinated Entry Management and Data Guide.¹

2.2 CoCs and their HMIS lead agencies will provide the Data in a format that matches HUD-required data standards in the current specification (as such standards and guidance evolve during the term of this Agreement) for all universal data elements, program-specific data elements, and project descriptor data elements for all non-domestic violence clients. Clients that include program-specific data indicating involvement in Domestic Violence programs as indicated by the element “4.11 Domestic Violence” will be excluded from the shared data set. The Parties agree that additional data elements may be added or redacted to comply with federal and/or state reporting requirements. THN will extract the Data from the CoC through a secure connection. The Parties will mutually agree as

¹<https://www.google.com/url?q=https://files.hudexchange.info/resources/documents/2004HUDDataandTechnicalStandards.pdf&sa=D&ust=1593010194519000&usg=AFQjCNHTeoyBdDqrkzyQAeIvfRDtO5V3Fw>

to the frequency of transferring the Data from the CoC to THN, with such transfers occurring no less than quarterly during any calendar year.

2.3 If any consent or other authorization is necessary under applicable law for the disclosure of sensitive personal information to THN under this Agreement, it is the sole responsibility of CoC to ensure that such sensitive personal information is not included in the Data unless the required consent or other authorization has been obtained. THN explicitly disclaims any responsibility or liability related to or arising from CoC's failure to procure the required consent or the transmission of any data or personal information to THN without having procured such required consent. CoC explicitly acknowledges, understands, and agrees that it shall be fully liable with regard to such failure to procure any required consent or the unlawful transmission of any data or personal information without having procured such consent, and further agrees to fully indemnify, hold harmless, and release THN from any such liability, as further contemplated and described within this Agreement.

3. Use of Data

3.1 THN agrees to utilize the Data solely for the purposes outlined in this Agreement, including the Purpose set forth above. Any other use of the Data must be approved in advance by CoC in a written amendment to this Agreement that is signed by both Parties.

3.2 THN will use Data in order to match and de-duplicate individuals (i.e., in order to link records from one data source to another and to eliminate duplicate copies of repeating data about specific individuals). THN will use PII for the matching and de-duplication processes. In accordance with applicable privacy laws, the data may also be de-identified, so that it no longer includes personal identifying information. The de-identified Data will be used to fulfill the majority of the Purposes pursuant to this Agreement. To the extent permissible under applicable privacy laws, CoC grants THN the right to de-identify the Data. Data will be de-identified in accordance with applicable law. THN will adhere to data de-identification protocols similar to, but no less stringent than, the Texas Health and Human Services regulations as described in Texas HHSC's Primary Health Care Services Program Policy Manual section 3100 Client Records Management². THN will own any derivative works created using de-identified Data.

3.3 THN will link or integrate the Data with data from other organizations, including but not limited to other Continuums of Care, in order to conduct research and data analysis which may result in reports, insights, trends, and other work products. THN will solely and exclusively own the results of its research and data analysis, including, without limitation, reports and all other work products. At THDSN BOARD's sole and absolute discretion, THDSN BOARD may provide CoC certain reports and analyses developed or otherwise created by THN.

4. Data Provider Obligations

4.1 CoC acknowledges and agrees that THN may use, disclose, process, transfer, and store the Data in order for THN to fulfill the Purpose and as otherwise authorized under this Agreement. CoC shall ensure that it is authorized to transfer or disclose the Data to THN in order that THN may lawfully use, disclose, process, and transfer the Data in accordance with this Agreement. CoC shall

² <https://hhs.texas.gov/book/export/html/266901>

ensure that it is authorized and has the right to transfer and disclose the Data to THN in accordance with this Agreement. CoC shall ensure that allowable uses and disclosures under their privacy requirements and notice practices will allow THN to use the Data for research and analytics in furtherance of the Purpose, including the right to disclose to third-parties for analytics, research, and collaboration but only at the approval of the THDSN Board. CoC hereby grants THN a worldwide, non-exclusive, irrevocable license to use, disclose, and create derivative works of the Data, as permitted by applicable law and regulation, including the right to sublicense. Further, specifically excluding THN's development or creation of other reports, data, or analyses, all of which shall be the sole exclusively proprietary property of THN, all Data transmitted to THN by CoC shall be destroyed by THN within three (3) years from the date said other reports, data, or analyses are developed and/or otherwise created by THN, with such destruction to be confirmed in writing executed and delivered to CoC by THN. THN shall not disclose or redisclose any portion of the Data at any time upon receipt of same from CoC, but THN shall have no such restriction related to the disclosure or redisclosure of THN's proprietary reports or analyses, contemplated and described immediately above.

4.2 CoC shall have responsibility for the accuracy and quality of the Data and for ensuring that it has all necessary rights to submit such Data to THN for use as set forth herein.

4.3 CoC agrees to comply with all applicable federal and state privacy and security laws.

5. Data Recipient Obligations

5.1 As a condition of receiving the Data for carrying out the Purpose set forth above and as authorized under this Agreement, THN agrees to comply with applicable federal and state privacy and security laws, including, but not limited to, the Texas Public Information Act³. In addition, THN agrees to comply with relevant state and federal standards addressing the gathering, use, and protection of personal data and information, including the 2004 HMIS Data and Technical Standards Final Notice issued by HUD and the Texas Public Information Act.

5.2 THN further agrees not to use, disclose, process, or transfer the Data except to fulfill the purposes of this Agreement as described in Sections 1 and 3 above and as authorized under this Agreement.

5.3 THN agrees to use appropriate and reasonable safeguards designed to prevent the use or disclosure of the Data that are no less stringent in nature than those safeguards currently utilized by THN to protect THN's own confidential and proprietary information. THN, at the direction and guidance of the THDSN BOARD, shall take appropriate technical and organizational measures against unauthorized or unlawful processing of all Data or its accidental loss, destruction, or damage within what is permitted by law of the same level of security and stringency of the measures currently utilized by THN to protect and safeguard THN's own confidential and proprietary information.

³ https://www.google.com/url?q=https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/open-government/publicinfo_hb.pdf&sa=D&ust=1593010194481000&usg=AFQjCNFIEZOI2u2DA5bFlwivO9CdopHhLA

5.4 THN agrees that its internal disclosure of the Data will only allow for relevant and necessary access in compliance with Texas Business and Commerce Code; Sec. 521.051. UNAUTHORIZED USE OR POSSESSION OF PERSONAL IDENTIFYING INFORMATION⁴.

5.5 THN agrees to comply with Texas Business and Commerce Code; Sec. 521.052. BUSINESS DUTY TO PROTECT SENSITIVE PERSONAL INFORMATION⁵ if and when THN provides by contract for the operation or maintenance of Data which THN has received pursuant to this Agreement.

5.6 THN will comply with applicable law, including but not limited to Texas Business and Commerce Code, Sec. 521.053. NOTIFICATION REQUIRED FOLLOWING BREACH OF SECURITY OF COMPUTERIZED DATA⁶, related to a breach of the security of the Data.

5.7 THN does not obtain any right, title, or interest in any of the Data provided by CoC other than that authorized or allowed by this Agreement.

6. Confidentiality

6.1 "Confidential Information" means all information disclosed by a Party to the other Party, whether orally or in writing, that is designated as confidential, that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, or that meets the definition of "personal identifying information" as defined in Texas Business and Commerce Code, Section 521.002⁷. All data contained in CoC datasets, paper case files, and information provided verbally, is Confidential Information. Confidential Information does not include information, technical data, or work product which (a) was in the public domain at the time it was disclosed or enters the public domain through no fault of the receiver; (b) can be shown by written documentation to have been known to the receiver, without restriction, at the time of disclosure; (c) was independently developed by the receiver without any use of the discloser's Confidential Information; or (d) becomes known to the receiver, without restriction, from a source other than the discloser without breach of any confidentiality agreement and otherwise not in violation of the discloser's rights, obligations or agreements.

6.2 THN and CoC each agree to use and disclose the Confidential Information disclosed to it by the other Party only to perform its obligations and exercise its rights under this Agreement, which includes, without limitation, use in accordance with Sections 1 and 3, and as authorized and granted under this Agreement. Each Party will treat the Confidential Information of the other Party: (i) in a manner compliant with applicable state and federal laws and regulations; and (ii) in a confidential manner with the same degree of care as such Party treats its own confidential or proprietary information of like importance, which will be no less than a reasonable degree of care. Except as set forth in this Agreement, each Party will disclose the Confidential Information of the other Party only to such of its employees, agents, contractors, or consultants who are required to have the information

⁴ <https://statutes.capitol.texas.gov/Docs/BC/htm/BC.521.htm#521.051>

⁵ <https://statutes.capitol.texas.gov/Docs/BC/htm/BC.521.htm#521.052>

⁶ <https://statutes.capitol.texas.gov/Docs/BC/htm/BC.521.htm#521.053>

⁷ <https://statutes.capitol.texas.gov/Docs/BC/htm/BC.521.htm#521.002>

in connection with this Agreement and who are bound by confidentiality obligations at least as restrictive as those contained in this Section 6.

6.3 Notwithstanding anything in the foregoing to the contrary, THN may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method, provided that THN promptly notifies, to the extent practicable, CoC in writing of such demand for disclosure so that CoC, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to THN (not targeted at CoC), THN may promptly comply with such request provided THN agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, CoC with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if CoC is unable to obtain or does not seek a protective order and THN is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

6.4 The Parties shall immediately notify one another upon the discovery of any unauthorized use or disclosure of Confidential Information by either Party, or either Party's agents or representatives, or any other breach of this Agreement by either Party, or either Party's agents or representatives, and will cooperate with efforts by either Party to help the non-disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

6.5 The Parties understand that either Party will suffer irreparable harm in the event that either Party, its agents, or representatives breaches any of the obligations set out in this Agreement and that monetary damages will be inadequate to compensate the non-disclosing Party for said breach. Accordingly, the Parties agree that in the event of a breach or threatened breach by either Party, its agents, or representatives for any part of this Agreement, the non-disclosing Party, in addition to any other rights or remedies available, shall be entitled to temporary restraining orders, temporary injunctions, and permanent injunctions in order to prevent or to restrain any such breach. The Parties agree that if either Party, its agents, or representatives, violates any of the covenants or provisions herein, the non-disclosing Party shall be entitled to a claim for damages and reasonable attorney's fees arising from said violation(s); its remedy shall be in addition to any injunctive relief, liquidate damages, or other remedies to which the non-disclosing Party may be entitled to pursue.

7. Information Security

THN shall store the information so that it is secure from unauthorized access. THN shall maintain appropriate and reasonable administrative, physical, and technical safeguards designed to prevent unauthorized access, use, or disclosure of the Data. The Data must be encrypted when in transit using FIPS 140-2 approved encryption technology.

8. Term and Termination

8.1. This Agreement shall be effective as of the date first set forth above and shall continue for five (5) years unless terminated with or without cause as set forth below. This Agreement will automatically renew for subsequent five (5) year terms unless a Party provides the other Party with a written notice of termination at least sixty (60) days prior to the expiration of the then-current term.

8.2. If either Party breaches any provision in this Agreement and such breach remains uncured after thirty (30) days written notice to the breaching Party, the non-breaching Party may terminate this Agreement on a date specified by such Party.

8.3. Either Party may terminate this Agreement for convenience on thirty (30) days written notice to the other Party. If the CoC terminates this Agreement, the CoC may not request the removal of Data already submitted to THN and the Data will not be returned.

8.4. After the termination of this Agreement, THN agrees to maintain the confidentiality of the Data as set forth in this Agreement.

9. Mutual Defense and Indemnification

Each Party (as "Indemnitor") shall indemnify, hold harmless, and defend the other Party (as "Indemnitee"), as well as the Indemnitee's appointees, officers, directors, employees, agents, affiliates, successors, and permitted assigns, from and against any and all liability, claims, damages, losses, and expenses, including but not limited to attorney's fees and costs (with attorneys of the Indemnitee's choosing, at its sole and absolute discretion), caused by, arising out of, in connection with, or resulting from the Indemnitor's performance under this Agreement, where any such liability, claim, damage, loss, or expense is caused by and arises, in whole or in part, from any negligent or non-negligent act or omission of the Indemnitor or any of the Indemnitor's appointees, employees, agents, subcontractors, or others.

10. Dispute Resolution

In any dispute over or in any way related to the provisions of this Agreement, and in all other disputes among the Parties (the "Disputing Parties") (including issues of enforceability, termination, and arbitrability), the dispute shall:

- (a) Be professionally, promptly, and under commercially reasonable circumstances presented and negotiated in good faith between the Disputing Parties;
- (b) In the event that negotiation fails or upon the expiration of one (1) month of the event(s) giving rise to the dispute, whichever is sooner, the dispute shall then be submitted to non-binding mediation. The Disputing Party shall apply to the American Arbitration Association for a mediator, with the mediation to take place in Houston, Harris County, Texas.
- (c) In the event mediation fails to resolve all of the issues between or among the Disputing Parties, or if mediation is not held within two (2) months of the event(s) giving rise to the dispute, then the matter or any remaining matters shall be submitted to final, non-appealable, binding arbitration. The arbitration shall be held by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Houston, Harris County, Texas. The arbitration will be conducted in English. The arbitrator may issue any preliminary, injunctive, and/or equitable relief. Nothing in this Section will serve to restrict the ability to apply for emergency relief. Any Party may, after failure of the negotiation and mediation procedures above, commence arbitration of the dispute by sending a written request for arbitration to all other Disputing Parties. The request shall state the nature of the dispute to be resolved by arbitration, and arbitration shall be commenced as soon as practical after such Parties receive a copy of the written request. The Parties may not bring suit regarding

any disputes, controversies, or claims subject to this Section of this Agreement in any venue other than an arbitration pursuant to this Section of this Agreement, except in order to enforce this Section or enforce an arbitral award made pursuant to this Section. In the event that a Party attempts to bring an action in violation of this Section, the Parties agree that the other Party will be entitled to the arbitrator or judge entering an injunction to enjoin such unauthorized action. All Parties shall initially share the cost of arbitration, but the prevailing Party or Parties shall be awarded attorney's fees, costs, and other expenses of arbitration. All arbitration decisions shall be final, binding, and conclusive on all the Parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so. The Parties agree that the arbitral award shall be recognized by any applicable courts pursuant to all applicable statutes, conventions, and treaties. The Parties agree that this Agreement concerns interstate commerce for purposes of the Federal Arbitration Act and the Federal Arbitration Act shall apply.

11. Contact Persons

11.1. To facilitate successful administration of this Agreement and for purposes of the initiation of this Agreement, the representatives designated as "CoC Representative" and "THN Representative" will act as the contact persons for each Party. The representatives are identified on Attachment A, attached hereto. Moreover, the THN Representative designated as "Custodian for Data Recipient" on Attachment A will be responsible for observing the security and privacy arrangements specified in this Agreement. The person designated as the "CoC Data Provider" on Attachment A will be the point-of-contact for purposes of providing data to THN.

11.2. Either Party may change its Representative by notifying the other Party in writing of such change within five (5) business days. Any such change will become effective upon the receipt of such notice by the other Party to this Agreement and completion of the required training module assigned to

12. Miscellaneous.

12.1. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to THN:

Attn: Eric Samuels, President/CEO of Texas Homeless Network

If to CoC:

Attn: _____

12.2. Modifications. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each of the Parties hereto.

12.3. Governing Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.

12.4. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

12.5. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

12.6. Severability. The provisions of this Agreement shall be severable and, if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.

12.7. No Third-Party Beneficiary. Nothing in this Agreement is intended to confer on any person other than the Parties to this Agreement or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a Party to this Agreement nor imposing any obligations on either Party hereto to persons not a Party to this Agreement.

12.8. Entire Agreement. This Agreement, together with all attachments, exhibits, schedules, riders, and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the exhibits, schedules, or riders, the provisions of this Agreement shall control.

12.9 No Binding Agreement for Other Transactions. The Parties agree that neither Party will be under any legal obligation of any kind whatsoever with respect to any other transaction by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the Parties.

12.10 Further Assurances. The Parties agree to execute and deliver additional documents and instruments and to perform all additional acts and things necessary or appropriate to effectuate, carry-

out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated herein.

12.11 Counterparts. This Agreement may be executed simultaneously or in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.12 Separate Counsel. By signing this Agreement, each Party acknowledges that this Agreement is the product of an arms-length transaction between the Parties and should be construed as such. Each Party acknowledges that it has been advised to seek separate counsel and has had adequate opportunity to do so.

[Signature page to follow]

By signing below, each Party agrees and accepts all of the foregoing by signature of its authorized representative:

THN Representative

[Name of CoC]

Signature

Signature

Name

Name

Title

Title

Date

Date

ATTACHMENT A

CONTACT NAMES

CoC Representative	THN Representative
Name:	Name:
Phone Number:	Phone Number:
Email:	Email:

CoC Data Provider	Custodian(s) for THN Representative
Name:	Name:
Phone Number:	Phone Number:
Email:	Email: