



MEMORANDUM OF UNDERSTANDING (MOU)

Between

Augusta-Richmond County Continuum of Care / Homeless Task Force (GA-504)

and

**United Way of the CSRA, Inc.
(Serving as Collaborative Applicant)**

Effective Date: 2/18/2024

Term: One (1) year with automatic annual renewal for up to five (5) additional one-year terms, unless terminated earlier per Section XI.

This Memorandum of Understanding ("MOU") is entered into by and between the Augusta-Richmond County Continuum of Care / Homeless Task Force (GA-504) (the "CoC" or "HTF") and United Way of the CSRA, Inc. (the "Collaborative Applicant" or "CA"). The parties enter into this MOU to document duties, responsibilities, performance expectations, reporting requirements, and oversight mechanisms associated with the CA role in support of the CoC's responsibilities under the HUD Continuum of Care Program.

I. PURPOSE

The purpose of this MOU is to (a) formalize the relationship between the CoC/HTF and the CA; (b) ensure compliance with HUD requirements; (c) establish clear expectations for preparation and submission of the annual HUD CoC Program Consolidated Application and related planning activities; (d) define performance monitoring and reporting requirements for the CA; and (e) provide procedures for correction of performance deficiencies and orderly transition if the CA is replaced.

II. AUTHORITY, GOVERNING DOCUMENTS, AND ORDER OF PRECEDENCE

This MOU is executed pursuant to the HUD Continuum of Care Program Interim Rule (24 CFR Part 578), applicable HUD Notices of Funding Opportunity (NOFOs), and the Augusta-Richmond County Continuum of Care (GA-504) Governance Charter (the "Charter"), including but not limited to Charter Sections 1 (Charter Overview & Purpose), 2 (Membership & Voting Procedures), 3 (Committees & Roles), 4 (Operations & Meetings), and 5 (Compliance & Performance Monitoring).



In the event of any conflict between this MOU and the Charter, the Charter shall have authority. This MOU does not supersede HUD requirements, federal regulations, or applicable law.

III. DEFINITIONS AND KEY STAKEHOLDERS

For purposes of this MOU:

- "CoC/HTF" means the Augusta-Richmond County Continuum of Care / Homeless Task Force (GA-504), including its General Membership, Executive Board, and committees as established in the Charter.
- "General Membership" means CoC/HTF members in good standing as defined in Charter Section 2.
- "Executive Board" means the CoC/HTF Executive Board as defined in Charter Section 3.1.
- "Governance Committee" means the standing committee responsible for charter updates, SOP maintenance, ethics, conflict of interest processes, and review of applications and priorities as defined in Charter Section 3.3.
- "Project Monitoring & Planning Governance Committee" refers to the committee functions described in Charter Section 5.2 regarding monitoring, reporting, and corrective actions for funded projects.
- "Compliance Officer" means the CoC/HTF officer role defined in Charter Section 3.2 (formerly Treasurer).
- "Collaborative Applicant (CA)" means United Way of the CSRA, Inc., designated by the CoC/HTF to perform the Collaborative Applicant responsibilities described in the Charter and HUD regulations.
- "HMIS Lead" is the Georgia Department of Community Affairs (DCA). HMIS roles are governed by a separate MOU and are not established by this document.

IV. SCOPE OF WORK AND RESPONSIBILITIES

1. Responsibilities of the CoC/HTF

Consistent with Charter Sections 2 and 3, the CoC/HTF retains all decision-making authority and agrees to:



- 1.1. Maintain governance and policies consistent with HUD requirements and the Charter;
- 1.2. Establish funding priorities, adopt ranking criteria, and approve final project rankings and funding recommendations for the annual HUD CoC Program competition;
- 1.3. Convene the General Membership and conduct votes as required under Charter Section 2;
- 1.4. Oversee system performance, coordinated entry policy development, and compliance expectations through the Executive Board and committees;
- 1.5. Ensure transparency, public participation, and conflict-of-interest management (Charter Sections 4.2 and 5.3);
- 1.6. Designate, evaluate, and (if necessary) replace the CA through processes consistent with the Charter and HUD requirements.
- 1.7. Participate in all committee meetings to help ensure quality work, and coordination across disciplines.
- 1.8. Responses to written communications from the Collaborative Applicant should come within 2 business days, unless extenuating circumstances are present

2. Responsibilities of the Collaborative Applicant

Pursuant to Charter Section 4.6 and HUD requirements, the CA agrees to:

2.1. General Practices

- 2.1.1. Execute tasks that are agreed upon by Board and CA in line with the mission of the HTF
- 2.1.2. Responses to written communications from the Executive Board should come within 2 business days, unless extenuating circumstances are present

2.2. CoC Application & Competition Administration

- 2.2.1. Plan the annual NOFO cycle, publish deadlines, and provide guidance and communication to project applicants;
- 2.2.2. Collect and validate required application components (project applications, attachments, narratives, budgets, match documentation as applicable);
- 2.2.3. Coordinate local review processes in accordance with CoC-approved ranking criteria;
- 2.2.4. Submit the CoC Consolidated Application and supporting materials in HUD's designated system(s) by required deadlines;
- 2.2.5. Maintain a complete application file for record retention and audit purposes.



- 2.2.6. Participate in all committee meetings to help ensure quality work, and coordination across disciplines.
- 2.2.7. Build relationships, recruit, and assist new potential applicants to apply for NOFO and/or HUD-required activities (eg Coordinated Entry) in collaboration with the Community Engagement Committee

2.3. Governance and Meeting Support (Charter Sections 3–4)

- 2.3.1. Provide administrative support for General Membership, Executive Board, and committee meetings, including scheduling, agendas, minutes, voting records, and membership rosters;
- 2.3.2. Ensure meeting notices and minutes are posted publicly in accordance with Charter Section 4.2 and 4.4;
- 2.3.3. Support elections and annual governance updates consistent with Charter Sections 3.2 and 4.1.

2.4. Planning, System Performance & Data Coordination

- 2.4.1. Coordinate the CoC annual planning cycle, including system performance measures, gaps analysis, and prioritization discussions;
- 2.4.2. Coordinate (but not perform HMIS Lead duties) with DCA as HMIS Lead to obtain system-level data needed for planning and performance reporting. This Agreement shall not alter or supersede HMIS governance roles established in the Governance Charter."
- 2.4.3. Support Point-in-Time (PIT) planning and submission coordination as applicable;
- 2.4.4. Support coordinated entry policy review and updates led by the CoC/HTF (Charter Section 4.9)

2.5. Compliance and Monitoring Support

- 2.5.1. Provide quarterly reports and budget reviews to the Compliance Officer for all funded activities to ensure transparency (Charter Section 3.2). These will be housed on the CoC website;
- 2.5.2. Create, update and get approval from Executive Board for tools and processes for project monitoring and performance review processes, including collection of APR/system performance information needed for local evaluation (Charter Section 5).
- 2.5.3. Monitor and evaluate CE lead. In the event that CE does not exist, work with CoC board to establish procedures to ensure CE tasks are completed.

2.6. Communications



- 2.6.1. Support transparent communications with members and the public regarding application processes, priorities, and decisions, consistent with Charter Section 4.4;
- 2.6.2. Maintain or support a central CoC/HTF repository/website page for public postings, as directed by the CoC/HTF.
- 2.6.3. Support the Community Engagement Committee in the annual invitation to new CoC members
- 2.6.4. The CA shall have authority to speak on behalf of the CoC to all partners and applicants.

V. PLANNING GRANT ADMINISTRATION

The HUD CoC Planning Grant shall be awarded to and administered by United Way of the CSRA, Inc. as the CA, as fiscal agent on behalf of the CoC/HTF. Planning Grant funds shall be used solely for eligible CoC planning costs and managed in accordance with HUD requirements including match requirement as specified in, 2 CFR Part 200 and [24 CFR 578.73](#), and applicable policies.

If the CoC/HTF designates a new CA, the outgoing CA shall cooperate in an orderly transition of Planning Grant responsibilities, including timely (within a week) transfer of e-SNAPS, SAGE, HDX access, records, documentation, and any unexpended funds, consistent with HUD closeout/continuation requirements and any applicable agreements. Knowledge transfer or a training period of 2-3 months should prepare any successor for a transition within 3 months.

VI. PERFORMANCE EXPECTATIONS, REPORTING, AND OVERSIGHT

1. Performance Standards for the CA

- 1.1. The CA's performance shall be evaluated based on the following minimum standards:
- 1.2. Timely, accurate, and complete submission of the annual CoC Consolidated Application;
- 1.3. Documented adherence to CoC-approved ranking criteria and voting outcomes (no unilateral changes);
- 1.4. Compliance with meeting, public notice, minutes, and record retention requirements;
- 1.5. Transparent communications and timely technical assistance to applicants and members;



- 1.6. Timely production of required reports to the Executive Board and committees;
- 1.7. Maintenance of organized records sufficient for HUD monitoring, audit, and public transparency;
- 1.8. Demonstrated coordination with HMIS Lead for system-level data needs without assuming HMIS Lead duties.

2. Required Reports and Timelines

The CA shall provide the following reports at minimum (more frequent reporting may be requested by the Executive Board):

- 2.1. **Executive Board Updates:** Verbal or written updates at each Executive Board meeting regarding status of application cycle activities, planning grant activities, compliance issues, and risks.
- 2.2. **Quarterly Reporting:** Written quarterly summary reports to the Executive Board aligned with the quarterly reporting cadence described in Charter Section 5.2 (February, May, August, and November), addressing funded project outcomes, compliance observations, and progress on CoC priorities.
- 2.3. **Annual CA Performance Report:** A written annual report to the Executive Board and General Membership that includes accomplishments, challenges, adherence to deliverables, and recommendations for improvements to CoC processes and the annual NOFO cycle.
- 2.4. **Planning Grant Reporting:** Budget-to-actual and activity progress reporting at least quarterly to the Executive Board and as otherwise required by HUD or the CoC/HTF.
- 2.5. **Public Transparency:** Reports and/or summaries designated by the CoC/HTF for public posting shall be posted within a reasonable timeframe consistent with Charter Section 4.4.

3. Oversight, Corrective Action, and Performance Review

- 3.1. Oversight of CA performance shall be conducted by the Executive Board with support from the Governance Committee and the Compliance Officer (Charter Sections 3.1, 3.3, and 3.2).
- 3.2. **Notice of Deficiency:** If performance concerns arise, the Executive Board (or its designee) shall provide written notice describing the deficiency, supporting facts, and expected corrective action.
- 3.3. **Corrective Action Plan (CAP):** The CA shall respond in writing within ten (10) business days (or a timeframe specified by the Executive Board) with a proposed CAP, timeline, and responsible parties.
- 3.4. **Follow-Up:** The Executive Board shall review progress on the CAP at subsequent meetings until resolved.



- 3.5. Formal Annual Review: The Executive Board shall conduct an annual performance review of the CA, considering the standards in Section VI.1 and adherence to reporting requirements in Section VI.2, and shall document the outcome in meeting minutes.
- 3.6. Escalation: Persistent failure to meet standards may result in initiation of a process to replace the CA consistent with the Charter and HUD requirements.

VII. RECORDS, DOCUMENTATION, AND PUBLIC ACCESS

The CA shall maintain CoC/HTF records consistent with Charter Section 4.4 and HUD record retention requirements, including but not limited to agendas, minutes, voting records, application files, monitoring documentation, and Planning Grant records. Records shall be retained for the minimum period required by HUD and applicable law, or longer if required by an active audit, monitoring, or litigation hold.

The CA shall support public access to CoC/HTF governance records and postings as required by Charter Section 4.2 and 4.4, subject to confidentiality restrictions.

VIII. CONFLICT OF INTEREST AND ETHICS

Both parties shall comply with HUD and federal conflict-of-interest requirements and the CoC/HTF conflict-of-interest processes in Charter Section 5.3. The CA shall ensure that staff and representatives supporting CoC functions follow disclosure and recusal procedures when conflicts exist.

IX. CONFIDENTIALITY AND DATA SECURITY

The parties agree to protect confidential and sensitive information, including client-level data, in accordance with applicable federal and state laws and HUD requirements. This MOU does not authorize the CA to access or disclose HMIS client-level data outside of authorized roles and agreements.

X. NON-DISCRIMINATION

The parties shall carry out responsibilities under this MOU in compliance with all applicable federal civil rights and nondiscrimination requirements.



XI. TERM, RENEWAL, AND TERMINATION

This MOU is effective for one (1) year from execution and shall automatically renew annually for up to five (5) additional one-year terms unless terminated as provided herein.

Either party may terminate this MOU with ninety (90) days written notice, provided that termination does not conflict with HUD grant obligations. The parties will cooperate to ensure continuity of required functions during any transition period.

XII. AMENDMENTS

This MOU may be amended only by written agreement of both parties following approval by formal action of the CoC/HTF in accordance with the Charter. Amendments shall be documented and retained with official CoC records as a part of the annual performance review, and maybe initiated by CA or COC board.

XIII. DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve disputes through informal discussion between the CoC Executive Board leadership and CA leadership. If unresolved, disputes may be referred to the Governance Committee by the chairman for recommendation, and then to the Executive Board for final action consistent with the Charter.

XIV. ADOPTION AND SIGNATURES

This Memorandum of Understanding is approved by formal action of the Augusta-Richmond County Continuum of Care / Homeless Task Force (GA-504) Executive Board in accordance with the CoC Governance Charter.

AUGUSTA-RICHMOND COUNTY CONTINUUM OF CARE / HOMELESS TASK FORCE (GA-504)

By: _____

Name: _____

Title: Chair, CoC Executive Board

Date: _____

Lake Niday
2/19/2020



UNITED WAY OF THE CSRA, INC. (Collaborative Applicant)

By: Brittany Burnett

Name: Brittany Burnett

Title: President & CEO

Date: 3/17/2026

APPENDIX A – Annual Deliverables & Reporting Calendar (Recommended)

This appendix provides a recommended annual calendar. The Executive Board may adjust dates to align with HUD NOFO release schedules and local needs.

- Q1 (Jan–Mar): CoC priorities review; governance updates; Planning Grant workplan/budget approval; PIT coordination support (as applicable).
- Feb Executive Board: Quarterly performance summary (Charter §5.2 cadence).
- Q2 (Apr–Jun): NOFO readiness; applicant TA plan; draft ranking criteria review; policy updates.
- May Executive Board: Quarterly performance summary; Planning Grant budget-to-actual.
- Q3 (Jul–Sep): HUD NOFO cycle (when released); local review and ranking; application assembly and submission; public posting of key decisions.
- Aug Executive Board: Quarterly performance summary; NOFO status/risk log.
- Q4 (Oct–Dec): Post-NOFO debrief; annual CA performance report; corrective actions and process improvements; annual workplan adoption.
- Nov Executive Board: Quarterly performance summary; annual performance review initiation.



APPENDIX B – Quarterly CA Report Template (Recommended)

At minimum, quarterly reports should include: (1) key activities completed; (2) upcoming milestones; (3) risks/issues and mitigation; (4) application cycle status (when applicable); (5) Planning Grant budget-to-actual and activities; (6) compliance items; (7) requests for Executive Board action.