

BOARD CHAIR REPORT – JULY 24, 2025

by Martha Sander

COLLABORATIVE APPLICANT UPDATE – GIBSON CENTER

After voting to accept Gibson Center as the Collaborative Applicant for MO-606, it was learned that Gibson Center has a 41% federally negotiated indirect cost rate.

After two meetings with HUD TA, we have learned the following:

Gibson Center can apply the 41% indirect cost rate to the 10% of the planning grant that they would be awarded. The remaining 59% of their funding would be direct cost for eligible activities. So, for example, if the amount is \$40,000, Gibson Center can apply 41% of the \$40k to indirect cost and 59% of the \$40k to direct cost.

Gibson Center can also choose to bill the entire 10% as direct cost.

After speaking with John Gary, CEO of Gibson Center, we will have an answer before the board meeting. John wanted to speak with his board, his CFO, and Scott. Gibson Center needs to ensure their expenses will be properly covered.

ADDED EXECUTIVE COMMITTEE MEMBERS

The Board will vote to seat the two additional executive committee members at the August 2025 meeting. Applications will be sent out for anyone interested in serving in one of those roles.

GIW

I am working on the GIW. There are some changes and I am working with Fortis Consulting LLC to ensure we complete the changes correctly and get the GIW submitted. It is due to HUD by July 29, 2025.

CoC FUNDED AGENCY VOLUNTARY REALLOCATION

Catholic Charities of Southern Missouri has informed me that they will not be renewing their grant agreement for FY25. The current agreement ends September 30, 2025. I am working to find an agency to transfer the grant. This is a CoC RRH grant for families, serving 4 counties: Butler, Howell, Taney, and Stone. HUD Field Office has advised me the new grant recipient will have to serve the same four counties and serve the same population.

NOFO TEAM

I would like to create a NOFO Team for the upcoming NOFO competition, if there is one. My proposal is 4 people: Martha Sander, Reginald Jennings, Ann Gosnell, and David Henrion. The team will have responsibility to ensure the NOFO is completed on time. Duties would be as follows:

- **NOFO Team Lead:** This person will write the NOFO, coordinate other team members, work with the CoC to ensure all metrics are met. This person may also coordinate with CoC funded agencies to finish the application once the competitive part of the CoC process is over (after the Final Priority Listing is approved)
- **Rank and Review Lead:** This person will manage the timelines, CoC applicant grants, rank and review training, oversee rank and review, and answer technical questions from CoC applicants.
- **Media Lead:** This person will manage the website and all required posting.
- **Team Assistant:** This person will help where needed to assist all members of the team. They will help gather documents and information needed to complete the NOFO.

All team members may be working with Fortis Consulting LLC to ensure MO-606 is on track.

STONEY CREEK

Stoney Creek is available for the September 2025 full membership meeting and can accommodate additional rooms for afternoon training. MO-606 will host an evening networking for those that wish to attend. Room rates will be available for \$99.00 per night. The total for conference rooms will be around \$2,550.00.

FORTIS CONSULTING LLC

I am proposing a new contract with Fortis LLC, beginning August 1, 2025. This contract will cover monitoring expenses, upcoming NOFO services, and finish any current NOFO work.



Missouri Balance of State Continuum of Care Appeal Policy

Missouri Balance of State Continuum of Care (MO BoS CoC) strives to create a fair and transparent process for all funding recommendations of the MO BoS CoC Rank and Review Subcommittee. Upon review, some project applications may not be recommended for funding, funding may be reduced or reallocated, an agency is an ineligible applicant, or the proposed activities are ineligible under the Notice of Funding Opportunity (NOFO). To ensure due process and enable MO BoS CoC Rank and Review Subcommittee to address concerns from agencies related to funding recommendations, agencies have an opportunity to appeal decisions based on the following policy.

A. Appeal Criteria

Eligible appeals will be reviewed by the MO BoS CoC Rank and Review Subcommittee, and the Subcommittee may, but is not required to, overturn its original decision on the following factors:

1. Rank and Review Subcommittee mistakenly used false or significantly incomplete information submitted by the applicant to make decisions and additional information presented as part of the appeal addresses the deficiencies in the application that affected the decision. Appeals will not be considered that present information that applicants simply neglected to include in the original application or when applicants submitted an incomplete/inaccurate application, except in extenuating circumstances, as outlined below.
 - a) The deficiencies in the application were due to extenuating circumstances that will not affect long-term viability or performance of the project. For instance, the organization experienced a fire that prevented it from thoroughly completing the application.
 - b) Rank and Review Committee did not follow the local competition process as advertised to the MO BOS CoC or did not follow requirements established by the funding source.
2. A member of the Rank and Review Subcommittee is shown to have a conflict of interest that affected the funding decision; or
3. A member(s) of the Rank and Review Subcommittee discriminated against the applicant due to the applicant's race, ethnicity, religion, national origin, sexual orientation, gender, gender identity, disability, or familial status.
 - a) If an appeal alleges either a conflict of interest (2) or discrimination as described above and the allegation is substantiated, the Rank and Review Committee must conduct a new full review that does not include the member(s) of interest or member(s) who engaged in discriminatory conduct or had a conflict of interest. This full review does



not guarantee the Rank and Review Committee’s original funding decision will be overturned.

B. Appeal Procedure

1. MO BoS CoC project applicants must submit appeals in writing to the moboscoc@gmail.com and the Rank and Review Subcommittee Chair. Appeals must be submitted within two business day following notification of the project’s funding recommendation, reduction or rejection. Failure to follow the appeal procedure will result in denial of the appeal.
2. The MO BoS CoC Rank and Review Subcommittee Chair must confirm receipt of the appeal in one business day, by responding by email to the project applicant and MO BoS CoC Board Chair.
3. The MO BoS CoC Rank and Review Subcommittee Chair will convene the Rank and Review Subcommittee to review appeals pursuant to the CoC NOFO timeline.
4. MO BoS CoC project applicants unsatisfied by the response of the MO BoS CoC Rank and Review Subcommittee Chair may appeal the resolution to the MO BoS CoC Board by emailing their decision to appeal, the rationale for the appeal, and all supporting documentation to the MO BoS CoC Board Chair at moboscoc@gmail.com within 24-hours in one business day following the response from the MO BoS CoC Rank and Review Subcommittee Chair. Appeals to the MO BoS CoC Board will not be accepted if the basis of the appeal is different from the Project Applicant’s original appeal submitted to the Rank and Review Subcommittee.
5. The MO BoS CoC Board must respond to the appeal pursuant to the local competition deadlines. Written responses to applicants from the MO BoS CoC Board are considered the official and final response of the MO BoS CoC.

C. Housing and Urban Development (HUD) Continuum of Care Competition Appeals

The provision at 24 CFR part 578 set forth the following types of appeals:

1. Applicants whose project was rejected and the applicant believes it was denied the opportunity to participate in the local CoC competition process in a reasonable manner, may appeal the MO 606 CoC’s final decision directly to HUD as a ‘Solo Applicant,’ as detailed in the Notice of Funding Opportunity (NOFO). (24 CFR part 578)
2. Eligible applicants, including project applicants and Collaborative Applicants, that submitted an application to HUD in response to the NOFO, that were either not awarded funds by HUD, or that requested more funds than HUD awarded, may appeal to HUD as detailed in the NOFO.



Rank and Review Subcommittee Process Flow

The purpose of this document is to create a process flow for the HUD CoC program competition, Missouri Balance of State CoC (MO BoS CoC) will utilize this process in order to ensure objective scoring of MO BoS CoC projects.

The Rank and Review Subcommittee is a subcommittee of the Grants Committee and consists of members appointed by the MO Balance of State Board. The responsibilities of the Rank and Review Subcommittee are to: review Project Applications for new and renewal projects and rank Project Applications according to MO BoS CoC policies. The responsibilities of the Rank and Review Subcommittee Chair are to: attend and facilitate the Rank and Review Subcommittee meeting(s), provide updates at the MO BoS CoC Board and provide feedback to applicants after ranking and submission, as requested.

Applicants, currently funded agencies/entities, and members of the MO BoS CoC have an obligation to conduct CoC business within the guidelines that prohibit actual, perceived, or potential conflicts of interest and must serve in a manner as to avoid personal gain resulting from the performance of CoC duties. Consistent with the MO BoS Conflict of Interest and Code of Conduct policy, members or agencies with a conflict of interest may not hold a seat on the Rank and Review Subcommittee. The CoC Conflict of Interest and Code of Conduct policy will be reviewed by the Rank and Review Subcommittee and members are required to sign a MO BoS disclosure form at least annually.

The timeline for the Rank and Review Subcommittee changes each year depending on when HUD releases the Notice of Funding Opportunity (NOFO) for the Continuum of Care Competition. The Continuum of Care (CoC) usually has approximately 60 days to complete the entire CoC application process. The Rank and Review Subcommittee may meet prior to the competition to complete the necessary work of the Subcommittee including application scorecard development, policy review, and competition process training.

Each competition year, a NOFO Team is assembled by the CoC Grant's Committee comprised of CoC members. The NOFO Team is charged with the coordination and submission of the CoC Consolidated Application (CA) and may delegate any activities to additional subcommittees or workgroups as needed to complete the CA on behalf of the MO BoS CoC.

Agencies who choose not to renew a CoC grant in the MO BoS CoC may serve on the Rank and Review Subcommittee. A Notice of Intent not to renew from a CoC funded agency must be submitted no later than the MO BOS CoC Letter of Interest process OR June 1st of a competition year.

HUD usually makes CoC funding announcements in the 1st quarter of the year following the close of the application period.

Information regarding the local competition policies and process will be posted on MO BoS CoC website: <https://moboscoc.org/funding-opportunities/>



Process Flow

- NOFO Team reviews the Letter of Intent (LOI) of MO BoS CoC and makes any changes needed to the LOI based upon the last CoC NOFO Competition and changes in the CoC NOFO. NOFO Team sends to the Board for review.
- NOFO Team posts the LOI announcement on the MO BoS CoC website and sends an email regarding the LOI to all BoS CoC Member agencies.
- NOFO Team reviews all LOI materials submitted by applicant agencies and verifies all information in each LOI. NOFO Team sends confirmation/verification email for each LOI submission. NOFO Team compiles a report on all LOIs received/verified and a funding summary.
- NOFO Team sends LOI report to MO BoS CoC Board. The Board may direct the NOFO Team to solicit for specific areas of need and/or project type that were not covered in the LOIs submitted.
- HUD Releases NOFO for Continuum of Care Competition.
- NOFO Team reviews the CoC NOFO and CoC local application tools.
- NOFO Team will recommend any proposed changes necessary to the local application review process, policies, and scoring tools noting any changes that are required due to information in the CoC NOFO. The NOFO Team will ensure the local competition process will align with CoC requirements and HUD priorities as set forth in the CoC NOFO. The NOFO Team submits any proposed changes to the Board for approval.
- NOFO Team creates a proposed timeline in accordance with HUD due dates in the NOFO for the Continuum of Care Competition. NOFO Team coordinates times and locations for application review and application scoring with Rank and Review Subcommittee Chair. NOFO Team sends the NOFO local competition timeline to MO BoS CoC Board for review and approval.
- NOFO Team creates BoS CoC NOFO local competition notice which includes at minimum, the funds available, agency application technical assistance date, application submission instructions, due dates, the CoC's scorecard, applicable policies, and agency requirements. NOFO Team requests MO BoS CoC Board approval to post the local competition notice.
- The Rank and Review Subcommittee Chair informs the Rank and Review Subcommittee of the date(s), location, and time to review and score applications.
- NOFO Team receives applications from interested agencies via e-snaps and any additional local application materials required via email.
- NOFO Team prepares copies of all applications received for the Rank and Review Subcommittee.
- NOFO Team requests compliance, performance, and data quality information from HMIS Lead Agency for all project applicants.
- NOFO Team verifies data submitted in local application packages for each new and renewal application and notes any discrepancies for the Rank and Review Subcommittee.
- NOFO Team prepares a summary of funds available for new projects and bonus projects based on the estimated Annual Renewal Demand (ARD)/Annual Renewal



Amount (ARA) information provided by HUD and voluntary reallocation notices for the Rank and Review Subcommittee.

- NOFO Team prepares additional spreadsheets/information as needed for scoring and the ranking process, including GIW comparison to project application budget.
- NOFO Team attends Rank and Review meetings to be available to answer objective questions and prepare the room for the Rank and Review Subcommittee.
- NOFO Team provides Rank and Review Subcommittee with application packages, including the application, local application scoring tool sheets and a budget summary of all available funds.
- Rank and Review Subcommittee Chair provides instructions to reviewers and facilitates the application review process.
- NOFO Team collects reviewer scoring sheets and records project application scores into a spreadsheet for the reviewers.
- NOFO Team follows up with any agencies as requested by the Rank and Review Subcommittee for further information or clarification on a project application submission.
- After all applications have been reviewed, the Rank and Review Subcommittee Chair facilitates ranking decision discussion for renewal, new, and bonus projects based on MO BoS CoC policies and HUD priorities in the NOFO.
- The Rank and Review Subcommittee has the discretion to recommend more or less of the requested application funding amount, based on MO BoS CoC policies and availability of funding.
- NOFO Team makes any contacts requested by the Rank and Review Subcommittee to agencies who must change budgets or other application elements to be included in the CoC's Priority Listing and Consolidated Application to HUD; information is reported to the Rank and Review Subcommittee for confirmation.
- After scores for all applications are finalized and submitted from the Rank and Review Subcommittee members, the application scores are calculated and displayed for the Rank and Review Subcommittee to see all project application scores together.
- Rank and Review Subcommittee makes funding recommendations by coming to consensus and voting; NOFO Team records the funding recommendations of the Subcommittee.
- NOFO Team keeps an electronic record of funding decisions and score sheets.
- NOFO Team uploads the electronic records of funding decisions and score sheets in to a shared location identified by CoC Board.
- NOFO Team releases the project applications submitted in e-snaps that need changes/edits back to the agencies with a new e-snaps submission deadline.
- NOFO Team enters the rankings of all projects in the Priority Listing in e-snaps. NOFO Team prepares the Ranking and Review document, per NOFO requirements, to attach to the Consolidated Application and submits for review and approval to the Board and then posts to CoC website.



- NOFO Team sends conditional funding acceptance, reduction, or rejection letters to all agencies who applied for CoC funds with a deadline to appeal; requests must be made in writing to the moboscoc@gmail.com and the Rank and Review Subcommittee Chair. Applicant agencies must follow the Appeals policy, notice requirements, and adhere to the local competition deadlines.
- The approved Priority Listing and CA are posted to the MO BoS website by the NOFO Team following the CoC NOFO requirements and local timeline, prior to submission to HUD.
- Following the close of the CoC NOFO competition and the local/HUD appeals process, an applicant agency may request feedback from the Rank and Review Subcommittee on the agency's submitted application package(s) to the moboscoc@gmail.com. The NOFO Team will post to the MO BoS CoC website NOFO page the feedback deadline. NOFO Team works with the Rank and Review Subcommittee Chair on any feedback requests using the project scoring sheets on file and sends the feedback overview to the Rank and Review Subcommittee Chair, which is then sent to the agency by the Chair.
- After HUD has made funding decisions for renewal and new projects, the NOFO Team sends an email notice to the CoC agencies of final funding decisions made by HUD.
- Any change in the activities listed in this process must be approved by the Mo BoS CoC Board.

Missouri Balance of State Continuum of Care



Ranking and Prioritization Policy

Missouri Balance of State Continuum of Care



Ranking and Prioritization Policy

The Department of Housing and Urban Development (HUD) requires Continua of Care to rank all projects being recommended for funding into two tiers as part of the Consolidated Application's Priority Listing. Tier 1 is defined by HUD in the Notice of Funding Opportunity (NOFO) as a percent of a Continuum of Care's (CoC) Annual Renewal Demand (ARD) approved by HUD. Tier 1 projects traditionally maintain existing funding in the NOFO competition provided the CoC's Consolidated Application is properly submitted and meets the minimum threshold score established by HUD. The amount of funding available in Tier 2 is the difference between Tier 1 and the CoC's ARD plus any amount available for all bonus projects. Tier 2 projects must compete nationally for funding and are therefore at risk of not being awarded by HUD in the competition.

Project applications must meet any threshold criteria or other requirements established in the CoC Program Competition Notice of Funding Availability or by the MO BoS CoC to be ranked on the Priority Listing. For the local competition, there will be no distinction between New and Expansion project. All projects that are not renewals will be classified, ranked, and scored as New Projects.

Prioritization Structure

Unless otherwise prohibited by statute, regulation, or CoC Program Competition Notice of Funding Availability, the Missouri Balance of State Continuum of Care (MO BoS CoC) may establish a prioritization structure for CoC project applications. The prioritization structure may identify project types, participant subpopulations, geographic areas, or other criteria that the MO BoS CoC chooses to prioritize during the CoC Program Competition.

If the MO BoS CoC elects prioritization, the structure must be based on factors established by Department of Housing and Urban Development notice or guidance or identified through data from the MO BoS CoC homeless management information system or comparable database, Point in Time Count, Housing Inventory Chart, gaps analysis, or another reliable source relevant to the MO BoS CoC's geographic area.

Project applications serving priorities listed in the prioritization structure will be ranked above project applications within their project type regardless of score. Project applications serving the same priorities may be ranked against each other by score.

The prioritization structure must be approved by the MO BoS CoC Board of Directors and published by the MO BoS CoC at least 30 days prior to the MO BoS CoC project application deadline.

Project Ranking on Priority Listing

Tier 1: Project Ranking

Renewal projects will be ranked in Tier 1 on the Priority Listing according to their overall project score. Core Infrastructure Projects (HMIS) and projects exempt from scoring (i.e. first year Renewals) will be ranked in the middle of Tier 1.

Tier 2: Project Ranking

Renewal projects will be ranked in Tier 2 on the Priority Listing according to their overall project score. If applicable, New and Expansion Projects created from reallocated funding may be ranked higher than Renewals in Tier 2. The CoC Rank and Review Subcommittee may consider the project's positive impact on the community, whether the Renewal project had funding recaptured, and the funding percentage of the Annual Renewal Demand (ARD) left in Tier 2 that is available to the CoC. Because CoC Bonus Project and DV Bonus Project applications compete nationally for funding, they will be ranked according to scores chronologically, below Renewal and Reallocated projects. If a Bonus Project is ranked higher than a Renewal or Reallocation project the community risks losing part of the ARD while also not guaranteeing that Bonus funds will be awarded. In order to maximize the potential funding award for the community, Bonus Projects may be ranked below renewal and reallocation projects.

Tier 1: Tie Breakers

In the event that projects earn the same score based on the MO 606 scoring tool, resulting in the same rank/placement on the Priority Listing, the following performance and priority components from the scoring tool will apply to break the tie:

- #1: Bed utilization
- #2: Cost effectiveness (rental assistance/cost per household/admin or SSO heavy, e.g.).
- #3: The project emphasizes HUD and/or local priorities as outlined in the NOFO and the CoC's scorecard.
- #4: CoC Rank and Review Subcommittee identifies a project as a priority if the applicant's proposed project is the only CoC housing program identified in the MO 606 Region.

Tier 2: Tie Breakers

In the event that projects earn the same score based on the MO 606 scoring tool, resulting in the same rank/placement on the Priority Listing, the following performance and priority components from the scoring tool will apply to break the tie:

- #1: (Renewal only) Bed utilization.
- #1: (New Only) The project emphasizes HUD and/or local priorities as outlined in the NOFO and the CoC's scorecard.
- #2: Cost effectiveness (rental assistance/cost per household/admin or Supportive Services percentage is high based on project outcomes, e.g.).
- #3: CoC Rank and Review Subcommittee identifies a project as a priority if the applicant's proposed project is the only CoC housing program identified in the MO 606 Region.

Missouri Balance of State Continuum of Care Independent Contractor Agreement

This Agreement is made between Missouri Balance of State Continuum of Care (MO BoS CoC) ("Client"), with a principal place of business in Missouri and Fortis Consulting LLC ("Contractor") with a principal place of business in North Carolina and CPSEMO (Collaborative Applicant on record) with a principal place of business in Cape Girardeau, Missouri.

1. Services to Be Performed

Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

2. Payment

In consideration for the services to be performed by Contractor, CPSEMO agrees to pay Contractor at the following rates: \$150.00 per hour per consultant for work performed in the Scope of Work/Proposal, attached as Exhibit A. Contractor shall invoice CPSEMO, the Collaborative Applicant on record for MO BoS CoC, for payment. Invoices may be submitted as often as needed by the Contractor. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

Additionally, this contract will reimburse each contractor for the following expenses associated with on-site program monitoring of CoC funded grantees:

- Travel time to and from Missouri,
- Mode of transportation to and from Missouri,
- Daily hotel per diem of \$150,
- Daily meal per diem of \$68, and
- Cost of rental vehicle.

*****CPSEMO is the Collaborative Applicant of record for the MO BoS CoC Planning Grant. CPSEMO is engaged in a MOA with MO BoS CoC to act as the fiscal agent for disbursing these funds. CPSEMO has no other responsibility in this agreement.**

3. Expenses

Except as stated in section (2) of this Agreement, Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; office equipment or supplies, road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's or CPSEMO employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

[Check all that apply]

Contractor has the right to perform services for others during the term of this Agreement.

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client or CPSEMO shall not hire, supervise, or pay any assistants to help Contractor.

Neither Contractor nor Contractor's employees or contract personnel shall be required by Client or CPSEMO to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. State and Federal Taxes

Client or CPSEMO will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client or CPSEMO with proof that such payments have been made.

8. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client or CPSEMO.

9. Unemployment Compensation

Client or CPSEMO shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation

Client or CPSEMO shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client or CPSEMO with a certificate of workers' compensation insurance before the employees begin the work.

11. Insurance

Client or CPSEMO shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

[X] Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles -- in the minimum amount of \$100,000 combined single limit per occurrence for bodily injury and property damage.

12. Indemnification

Contractor shall indemnify and hold Client and CPSEMO harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

This agreement will become effective on August 1, 2025 and will terminate on the earlier of:

- the date Contractor completes the services required by this Agreement
- or December 31, 2025.

14. Terminating the Agreement

Either Client or Contractor may terminate this Agreement with 7 days' notice for any reason.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only by a writing signed by all parties.

17. Resolving Disputes

If a dispute arises under this Agreement, all parties shall try to resolve the disagreement. If the disagreement cannot be settled, the contract will be terminated immediately.

18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client, and

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business. Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

19. Proprietary Information.

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

20. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's or CPSEMO's behalf.

21. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's and CPSEMO's prior written approval.

22. Oversight of Contract

Contractor will communicate with the Board Chair of MO BoS CoC concerning all duties explicitly detailed in Exhibit A. This agreement will be governed by Missouri law.

Signatures

Client: Missouri Balance of State Continuum of Care

Martha Sander, Board Chair

Signature

Date

Contractor: Rebecca Pfeiffer, Fortis Consulting, LLC, Contractor

Signature

Date

Taxpayer ID Number

Collaborative Applicant:

Dr. Melissa Stickel, Executive Director

Signature

Date

New Scope of Work:

Work in collaboration with Missouri Balance of State Continuum of Care (MO 606) on the following activities:

- Develop detailed and annual calendars for CoC Lead/Collaborative Applicant and CoC responsibilities in conjunction with CoC Board/leadership.
- Funding Applications and CoC Requirements
 - Review of 2024 Continuum of Care Consolidated Application and Priority Listing.
 - Align current and prospective strategies with funding applications requirements and best practices.
 - Review and/or assist with development of policies for local competition period (Reallocation, Review and Ranking Process, e.g.).
 - Provide Technical Assistance/examples for CoC competition New/Renewal scorecards.
 - Review/evaluate competition report, current system/strategies to improve data quality, outcomes, and project performance.
 - **Assist with FY25 NOFO which may include advising, reviewing, editing, writing, and consulting as needed by MO-606 NOFO Team.**
- CoC Lead/Collaborate Applicant Responsibilities
 - Develop in coordination CoC Board/leadership a CoC project monitoring tool.
 - Develop in coordination CoC Board/leadership a Housing First monitoring process and Assessment tool.
 - Assist with the development of a project/program risk assessment tool.
 - **Complete Housing First Assessments and advise MO-606 on processes and procedures for providing technical assistance to CoC funded agencies.**
 - **Complete risk analysis tool and advise MO-606 on processes and procedures for low, medium, and high-risk grantees.**
 - **Provide on-site program monitoring for grantees deemed to be high risk in the risk analysis.**
 - **Provide technical assistance to CoC funded agencies, as requested by MO-606, on their grants.**
 - **Provide technical assistance and guidance to MO-606 board on matters of governance, HUD regulations, CoC functionality, and membership improvement strategies.**
 - **Provide guidance and technical assistance to the new collaborative applicant, if needed and directed by MO-606 board.**
 - **Assist MO-606 with understanding spending reports and quarterly monitoring of CoC funded agency budgets.**
 - **Review the Gaps Analysis and assist MO-606 with determining need and next steps for issues prioritized in the report.**
- Coordinated Entry (CE)
 - Assist with evaluation of current assessment/process including tool, access points, and prioritization.
- Participate in ongoing Technical Assistance meetings and/or as needed with MO 606 staff.

- Participate in additional meetings with MO 606 staff as needed.
- **Assist MO-606 with any requests for technical or contractual duties having connection to successful operation of a CoC**