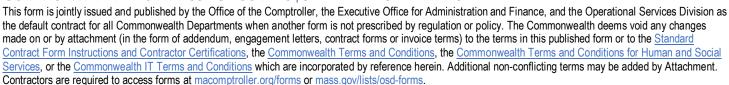
#### COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM





CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION		
Contractor Legal Name		Department	MMARS Code	
Making Opportunity Count		Exec. Office of Housing & Livable Co	mmunities OCD	
d/b/a		Contract Manager Name		
N/A		Donna Nadeau		
Legal Address		Business Mailing Address		
As entered on Form W-9 or Form W-4		100 Cambridge St. Suite 300	Boston MA 02114	
601 River St, Fitchburg, MA 01420-2975		100 Cambridge St. Suite 300 Boston, MA 02114		
Contract Manager Name		Billing Address If Different		
Jeffrey Handler		Same		
Phone	Fax	Phone	Fax	
978-785-5355	978-334-0735	617-573-1376	617-573-1579	
Email		Email		
jhandler@mocinc.org		donna.nadeau@mass.gov		
Vendor Code		MMARS Doc ID(s)		
vc 6000160184		OCD8400HS32SHELTR01B		
Vendor Code Address ID				
e.g. "AD001". AD 001		RFR/Procurement or Other ID Number		
e.g. AD001.				
Note: The Address ID must be set up for Electronic Fu	ınds Transfer (EFT) payments.			
NEW CONTRACT		CONTRACT A	MENDMENT	
Procurement or Exception Type (Check one option	only)	Current Contract End Date	Amendment Amount	
Chatanaida Cantus at		PRIOR to Amendment	Or Enter "No Change"	
Statewide Contract (OSD or an OSD-designated department.)		6/30/2025	No Change	
(OOD of all OOD doolghated dopartitions.)		Amendment Type		
Collective Purchase		Check one option only. Attach details of amendm	ent changes.	
(Attach OSD approval, scope, and budget.)		Amendment to Date, Scope, or Budget		
Department Procurement - Includes all Grants	815 CMR 2 00	(Attach updated scope and budget.)		
(Attach Solicitation Notice or RFR, and Respons				
documentation.)		Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.)		
Emergency Contract		(Attach justification for interim contract and	updated 3cope/budget.)	
(Attach justification for emergency, scope, and b	udget.)	Contract Employee		
tracer, Jacanication for entergency, ecope, and budget.		(Attach any updates to scope or budget.)		
Contract Employee		Other Procurement Exception		
(Attach Employee Status Form, scope, and budget.)		(Attach authorizing language/justification an	d updated scope/budget.)	
Interim Contract with new Contractor				
(Attach justification for Interim Contract and update	ated scope/budget.)			
Other Procurement Exception				
(Attach authorizing language, legislation with spe	ecific exemption or earmark, and exception			
justification, scope, and budget.)	, , , , , , , , , , , , , , , , , , , ,			
TERMS AND CONDITIONS				
The Standard Contract Form Instructions and Con Check ONE option:	tractor Certifications and the following doc	ument are incorporated by reference into this Co	ontract and are legally binding.	
Commonwealth Terms and Conditions	Commonwealth Terms and Conditions	for Human and Social Services Co	ommonwealth IT Terms and Conditions	
	<u> </u>			
COMPENSATION				
Check ONE option.  The Department certifies that payments for authority.	ized performance accepted in accordance	with the terms of this Contract will be supported	in the state accounting system by	
sufficient appropriations or other non-appropriate			in the state accounting system by	
Rate Contract (No Maximum Obligation) (Atta	ach details of all rates, units, calculations, cond	litions or terms and any changes if rates or terms ar	e being amended.)	
Maximum Obligation Contract. Total maximum	n obligation for total duration of this contract (o	r new total if contract is being amended): Per Ra	ate Agreement	

MMARS Doc ID(s) OCI	D8400HS32FAI	MILY04B						
PROMPT PAYME	NT DISCOUNTS	(PPD)						
Commonwealth payments	are issued through Ele	ctronic Funds Trar	nsfer (EFT) 45 days from inv	oice receipt.	See P	rompt Pay Discounts Policy.		
Contractors requesting	accelerated payments	must identify a P	PPD as follows:					
Payment issued within:	20 days	% PPD. % PPD. % PPD. % PPD.						
If PPD percentages are I	eft blank, identify reas	son:						
Statutory/lega	I Read	y Payments ( <u>M.G</u>	i.L. c. 29, § 23A)	Agree	to sta	ndard 45-day cycle	Only initial p	payment
			RMANCE or REASC					
Enter the Contract title, Attach all supporting docu			escription of the scope of	performanc	e or w	hat is being amended for a Co	ntract Amendme	nt.
SUPPLIER DIVER	SITY PROGRAM	1 (SDP) PLAN	V					
Does the Supplier Divers		. (001)	-					
YES If YES	S, the Contractor's annu	al SDP commitme	nt for this Contract is \$34	0,788.22	2			
NO IF NO	, and the department is	an Executive Depa	artment, enter the appropria	te exemption	:			
ANTICIPATED ST	ART DATE (Com	plete ONE or	ption only.)					
The Department and Cont	tractor certify for this Co	ntract, or Contract	Amendment, that Contract of	bligations:				
1. may be incur	rred as of the Effective D	Date (latest signatu	re date below) and no obliga	ations have be	een ind	curred prior to the Effective Date		
2. may be incu	rred as of	, <b>20</b> , a d	ate LATER than the Effective	ve Date belov	v and r	no obligations have been incurre	d <b>prior</b> to the Effe	ective Date.
3. were incurre are authorized t	d as of 7/1 to be made either as set	, <b>20</b> 25 , a date	e <b>PRIOR</b> to the Effective Da or as authorized reimburser	te below, and	d the pa	arties agree that payments for a that the details and circumstand th from further claims related to	ny obligations incues of all obligation	urred prior to the Effective Date
CONTRACT END	DATE							
	performance expectation	ons and obligations		n for the purp	ose of	curred after this date unless the resolving any claim or dispute, ose between amendments.		
an authorized signatory of accessed and reviewed al Contractor Certifications u performance of this Contra Commonwealth Terms and Contractor's Response (ex	other representations b f the Contractor, the Dep Il documents incorporate inder the pains and pen act and doing business d Conditions, this Stand xcluding any language s and the Contractor's Re	partment, or a later ed by reference as alties of perjury, ar in Massachusetts ard Contract Form tricken by a Depar esponse only if ma	r Contract or Amendment SI electronically published and nd further agrees to provide are attached or incorporated , the Standard Contract For tment as unacceptable), and	tart Date spect d the Contract any required d by reference m Instructions d additional n	cified a ctor ma docun e herei s and ( egotiat	n according to the following hier Contractor Certifications, the Rec ed terms, provided that addition	provals. The Con der the Standard ( rt compliance, and archy of documen juest for Response al negotiated terms	tractor certifies that they have Contract Form Instructions and d agrees that all terms governing t precedence, the applicable e (RFR) or other solicitation, the
AUTHORIZING SI			ACTOR			NG SIGNATURE FOR THE DE		
Signature and date must be Signature	oe captured at time of si	gnature.	Date 08/19/202	Signa		Colombra	or organication	Date 08/19/2025
Print Name Kevin F	Reed	Print Title Exe	ecutive Director		Name	Chris Thompson (Aug 19, 2025 13:12:23  Chris Thompson	Print Title	Undersecretary - DHS



# Commonwealth of Massachusetts EXECUTIVE OFFICE OF HOUSING & LIVABLE COMMUNITIES

Maura T. Healey, Governor ◆ Kimberley Driscoll, Lieutenant Governor ◆ Edward M. Augustus Jr., Secretary

# Settlement and Release Attachment to the Agreement between Executive Office of Housing & Livable Communities (EOHLC) and Making Opportunity Count, Inc. OCD8400HS32SHELTR01B

The Executive Office of Housing & Livable Communities (EOHLC) acknowledges that it authorized performance by the vendor prior to the Effective Start Date of this agreement.

EOHLC was unable to have signed agreements in place before the Effective Start Date due to the complex nature of the program and extended negotiations with the vendor regarding the services to be rendered.

The Effective Start Date for this agreement is:  $\frac{7/1/25}{}$ .

All services rendered between the Effective Start Date and the latest signature date on the agreement will be included in this agreement as part of this Settlement and Release.

The estimated Cost of the performance between the Effective Start Date of this agreement and the latest signature date on the agreement is \$1,493,161.00.

All funding paid to the vendor for services rendered between the Effective Start Date and the latest signed date on this agreement shall be considered a final settlement and release of these obligations which are incorporated herein and upon payment of these obligations the contractor forever releases the Commonwealth from any further claims related to these obligations.

EXECUTIVE
OFFICE OF
HOUSING AND
LIVEABLE
COMMUNITIES

EA FAMILY
BRIDGE SHELTER
SCOPE OF
SERVICE
FY26

# EA Family Shelter Scope of Service, FY 26 As of June 2026, Table of Contents

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# I. Definitions

**ADA** | The Americans with Disabilities Act (ADA) is a federal civil rights law that prohibits discrimination based on disability in employment, state and local government, public accommodations, commercial facilities, transportation, and telecommunications.

**Bridge Shelter Track** | One of two pathways within the Emergency Assistance (EA) Family Shelter program focused on providing shelter to families with higher relative risk and need. On the Bridge Shelter Track, families will receive support to work on finding stable, permanent housing quickly, including assistance applying for HomeBASE. Families will be connected to help with getting work authorization, finding job placements and/or classes, and using stabilization services, such as HomeBASE.

**Case Notes** | Records documenting case management efforts and meetings by Contractors' staff in the ETO/ASIST database system.

Clinical and Safety Risk Assessment | EOHLC prioritizes families for placement in EA Family Shelter based on an evaluation of the Participant's risks and needs (the Clinical and Safety Risk Assessment). To learn more, read the EA Guidance on Contact List and Prioritization Procedures.

**Continuums of Care Programs (CoC(s))** | A Continuum of Care (CoC) is a regional or local planning body that coordinates housing and services funding for homeless families and individuals. More information on CoCs can be found here: https://www.mass.gov/info-details/continuum-of-care-programs-coc

**CORI** | Criminal Offender Record Information. The Department of Criminal Justice Information Services (DCJIS) is the state agency that maintains Criminal Offender Record Information (CORI). A CORI reports someone's criminal background in Massachusetts.

**Emergency Assistance (EA) Family Shelter Program** | A program administered by the Division of Housing Stabilization at EOHLC contracted to provide safe, temporary, emergency shelter to families.

**EA Family Shelter Tracks** | Different pathways within the EA Family Shelter Program, including Bridge Shelter Track and Rapid Shelter Track, that a family will follow based on their assessed priority level.

**ETO and ETO/ASIST**| Efforts to Outcomes Software. A system used by Contractors provided by EOHLC for tracking rehousing efforts and documenting case management activities.

**Fair Housing Act** | A federal law that prohibits discrimination in housing based on race, color, national origin, religion, sex, familial status, or disability.

**HomeBASE** | A program that provides moving and rental assistance to families diverted from EA Family Shelter, or after they exit the EA Family Shelter Program into stable housing.

**Housing Help Hub (HHH)** | A system where EA Family Shelter applications are processed. Within Housing Help Hub, Participants can self-serve and apply for EA Family Shelter, partnering agencies conduct assessments, and HLC determines a family's eligibility. EA Participants can also submit appeals through HHH on denials or terminations.

**Incident** | Serious misconduct, threats to health and/or safety, threatening behaviors, or actual harm involving or affecting the EA Family Shelter Program or its Participants. Incidents may involve perpetrators that are EA family members, program staff, external community members or anyone else. Incidents are beyond de minimis activities <sup>10</sup> and are exclusionary of actions determined to have good cause.

**Incident Reporting** | The process of documenting and reporting to EOHLC Incident that occurs onsite at a shelter location and/or Incident that affect Participants in the EA Family Shelter Program.

**InspectCheck** | A software the EOHLC Inspections Team uses to track inspection schedules, results, and required follow-up.

**Length of Stay** | The duration of time in which the Participant and their family are legally permitted to be in shelter.

**Noncompliance Request** | An ETO form the Contractor submits to the EOHLC Noncompliance Team to document a Uniform Shelter Rule violation. This may include infractions that necessitate an immediate Noncompliance Request as well as repeated instances of infractions that are in the Written Warning category.

**Participant/Family/Household** | Any person who has been found eligible for EA Family Shelter and is actively residing in a shelter unit. The EA Family Shelter is a family-based program, groups of co-located Participants may be referred to as families or households.

**Provider Portal** | A website for the Contractor where key program documents, training, and other information are stored in one central place. The portal can be found at: <a href="https://www.mass.gov/info-details/emergency-assistance-provider-portal">https://www.mass.gov/info-details/emergency-assistance-provider-portal</a>.

**Reasonable Accommodation Requests** | ADA-related requests made by Participants requiring additional or unique support needs.

**Rehousing Assessment** | A comprehensive 60-day assessment that supports goal setting with the family and further progress towards exiting shelter into safe, alternative, permanent housing. Rehousing Assessments must be completed to identify a family's strengths, history, and resources needed to support the family's rehousing efforts and to develop an effective Rehousing Plan.

**Rehousing Goals** | Targets set by EOHLC for the Contractor to support each family's activities that produce an exit from shelter into more stable long-term housing.

**Rehousing Plan** | A plan documented in ETO that outlines the steps and goals for rehousing a family within the first 5 business days of entry into shelter. Rehousing Plans are brief, monthly forms that facilitate the monthly meeting families have with Housing Search Staff.

**Rehousing Tools** | Tools used to support the rehousing efforts of families in EA Family Shelter.

**Self-Sufficiency Activities** | Endeavors meant to prepare the Participant for future success and housing stabilization. These activities could be removing barriers that might impede housing abilities, such as clearing a warrant, or activities to support stabilization in the future, such as taking language classes, looking for a job, or looking for apartment units that meet their criteria.

**Shelter Capacity** | The number of rooms/units available in EA Family Shelter, which may be adjusted as needed by EOHLC.

**Shelter Program Expectations** | Standards that all shelter units within the Contractor's portfolio must meet to remain open and available to EA families.

**Shelter Types** | Different types of shelters within the EA Family Shelter program, which may include congregate, co-shelter, scattered site, or hotels.

**SORI** | In Massachusetts, SORI stands for Sex Offender Registry Information. It is a record of individuals convicted of sex offenses in the state, and it's maintained by the <u>Sex Offender Registry Board (SORB)</u>. This registry is used to classify sex offenders based on their risk to reoffend and the degree of danger they pose to the public.

**Stabilization Service Plan** | A collaboratively developed plan for ongoing supportive services for families following their stay in shelter.

**Strategic Rehousing Initiative (SRI)** | An initiative aimed at providing flexible funds to facilitate positive exits into more stable housing for Participants.

**Subcontractor** | Provider of a specific skill or service within a larger project, effectively outsourcing various components within this Scope of Service (i.e., subcontracting to another agency for housing search, case management, or stabilization work).

**Transfer** | The movement of a Participant from one shelter site to another. An external transfer is where the departing and arriving site are operated by two different Contractors. The movement of a Participant from one shelter site to another where both sites are operated by the same Contractor is called an internal transfer.

**Uniform Shelter Rules (USRs)** | Rules (signed upon entry into shelter by families) that govern the conduct and behavior of families in shelter, ensuring safety, and compliance. The USRs can be found here: <a href="https://www.mass.gov/info-details/bridge-shelter-track-rules-emergency-assistance-ea-family-shelter">https://www.mass.gov/info-details/bridge-shelter-track-rules-emergency-assistance-ea-family-shelter</a>

**Vendor** | A supplier of goods or services, such as an extermination company, one-time plumbing service or ride-share company

**Written Warning** | An ETO form the Contractor submits to the EOHLC Noncompliance Team to document an infraction of a USR rule that falls into the Written Warning category. This action also requires the Contractor to give that notice in writing to the Participant.

# II. Introduction

Emergency shelters are contracted to provide safe, temporary, emergency shelter to families referred by the Executive Office of Housing and Livable Communities (EOHLC or Executive Office) under the Emergency Assistance (EA) Family Shelter program in a fair, just and equitable manner and regardless of race, color, ethnicity, religious creed, national origin, disability, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), political beliefs, veteran status, family composition, marital status, ancestry, age, sex, gender identity or genetic information of family members, or any other basis prohibited by state or federal law, without exception. This Scope of Service defines the roles and responsibilities of the Contractor and EOHLC in the provision of operating temporary EA Family Shelter units must be provided and maintained in accordance with EOHLC regulations and policies, as outlined in this Scope of Service, the contract, Scope of Services, and all applicable local, state, and federal laws and regulations, including but not limited to the Fair Housing Act and Americans with Disabilities Act.

The scope of this document is to provide expectations, guidance, and instruction for Contractors of the EA Family Shelter program servicing the "Bridge Shelter Track." The Scope of Service is not inclusive of intake, eligibility, placement, and transfer criteria. It also excludes the administration of HomeBASE, Strategic Rehousing Initiative (SRI), Enhanced Diversion (ED), and "Rapid Shelter Track," which are covered in separate administrative plans and/or scopes of service.

In addition, the Contractor may find all updated and relevant materials for service delivery of the EA Family Shelter program on the EA Provider Portal and are encouraged to reference the site frequently: <a href="https://www.mass.gov/info-details/emergency-assistance-provider-portal">https://www.mass.gov/info-details/emergency-assistance-provider-portal</a>.

Any deviations from expectations set forth thereafter can lead to a documented corrective action plan from EOHLC.

# III. EA Family Shelter Program Inspections, Shelter Types, Capacity and Staffing Structure

# A. EA Family Shelter Tracks

Once determined eligible for EA, families will be placed into one of the following:

- 1) Bridge Shelter Track; or
- 2) Rapid Shelter Track.

<sup>&</sup>lt;sup>1</sup> See Section III A for more information on the "tracks."

Track determinations will be made by EOHLC as part of the intake and eligibility process based on a risk prioritization framework, which comprises priority scores based on a set of vulnerabilities based on a set of vulnerabilities as determined through a Clinical and Safety Risk Assessment. Should a Participant's situation change, such as a pregnancy becoming higher risk, they can request to be re-evaluated for track placement at any time. Contractors shall notify EOHLC should an EA Participant indicate as such.

#### Rapid Shelter Track

Families with lower relative risk and need will have access to the Rapid Shelter Track and will be placed at a Rapid Track Shelter (also known as a Temporary Respite Center or "TRC") for up to 30 business days. Contractors that are associated with Rapid Shelter, whether exclusively so or in conjunction with Bridge Shelter, should refer to the Rapid Shelter Scope of Service for rules, regulations, and expectations on administering Rapid Shelter programs.

#### Bridge Shelter Track

Families with higher relative risk and need will be directed to the Bridge Shelter Track model, which focuses on placement with a service provider best suited to serve their unique needs. Bridge Shelter Track units are in congregate, scattered sites, or co-shelter sites managed by Contractors.

If there is no Bridge Shelter Track unit immediately available, families with higher relative risk scores will continue to be eligible to temporarily stay at one of the Clinical and Safety Risk Assessment sites while they await placement. This document hereafter pertains only to operations regarding Bridge Shelter Track Contractors.

# B. EA Family Shelter Types

Contractors may offer one or more of the following three shelter types within their contracted portfolio of shelter capacity:

Туре	Definition
Congregate	Multiple EA families who occupy private rooms for sleeping but share common areas (bathrooms, kitchens, living rooms, etc.) within one building. Case management and rehousing supportive services are delivered in-person on-site, and direct care staff are available on-site 24/7 to meet basic needs and manage overall operations with varying staffing patterns.
Co-Shelter	Two distinct, unrelated EA families who occupy private rooms for sleeping (or units) but share common areas (bathroom, kitchen, living room, etc.) within one apartment that is located within the community served by the Contractor. Case management and rehousing supportive services are delivered either in person on-site within the Contractor's community, or to a central office location that is accessible by public transit or to which the Contractor can provide transportation for EA families.
Scattered Site	One EA family who occupies one full apartment (bedroom(s), private bathroom, kitchen, living room, etc.) that is located within the community served by the Contractor. Case management and rehousing supportive services are delivered either in-person on-site within the Contractor's community, or at a central office location. Scattered site apartments may be all located within one building or adjacent buildings, otherwise referred to as "consolidated scattered sites."

In some emergency circumstances, Contractors may be asked by EOHLC to procure temporary hotel units for additional EA Family Shelter capacity. Hotels are defined as a room or block of rooms secured within a hotel/motel site, with service delivery provided with varying staffing levels depending on the number of rooms and families sheltered. Case management and rehousing supportive services are delivered in person on-site with varied staffing patterns. Direct care staff are available on-site 24/7 to meet basic needs and manage overall operations in hotels with 50 or more families sheltered.

The Contractor shall ensure that all shelter units are in full compliance with all applicable federal, state and local laws, regulations and codes. This includes, but is not limited to: Local building, fire, and sanitary codes; All applicable occupancy certifications as required under 780 CMR Chapter 3, (Use and Occupancy classification); and the Massachusetts State Sanitary Code105 CMR 410. The contractor is responsible for obtaining and maintaining all necessary permits, inspections, and certifications to ensure continued compliance. EOHLC reserves the right to conduct random audits to ensure continued compliance.

# C. Shelter Capacity

EOHLC may requisition an increase or decrease in shelter capacity or an adjustment to the type of shelter within the Contractor's portfolio as shelter demand fluctuates based on the presenting needs of the EA Family Shelter System and current appropriations. EOHLC will work in collaboration with the Contractor when such adjustments are necessary and will make reasonable efforts to ensure a transition that limits disruption to continuity of services and staffing.

Demand for shelter capacity fluctuates and, as such, EOHLC will periodically review shelter capacity and adjust contracted capacity as needed. Should EOHLC determine that immediate shelter expansion is required, the Contractor may be contacted and asked to establish additional rooms/units within a mutually agreed upon timeframe. Should EOHLC determine that a reduction in capacity is required, the Contractor will be contacted to downward amend contracted capacity and associated costs. Every reasonable effort will be made to anticipate and communicate such changes to the Contractor in a timely manner.

In the event of an emergency in which the number of EA eligible families exceeds contracted capacity, EOHLC may ask the Contractor to secure alternate temporary shelter as services pending referral of the family in a contracted shelter or sustainable housing. The specific services to be provided and the rate for such services will be negotiated with interested Contractors on an as-needed basis.

The Contractor must submit a plan to EOHLC for review and approval prior to converting any portion of its EA shelter portfolio to community rooms/units or other uses. Such units must be supported with funds raised from sources other than EOHLC, should a reduction in need occur. Rooms that are converted by the Contractor to serve other purposes will be removed from the contracted portfolio and corresponding downward amendments will be made to the contract. Such converted rooms must be reported to the Contractor's assigned Contract Manager and the EOHLC Placement team within one business day.

# D. Staffing Expectations

EOHLC recommends a staffing ratio of 1 case manager to every 30 families, 1 stabilization case manager to every 30 families, and 1 housing-search staff person to every 15 families. However, EOHLC leaves final staffing patterns to the discretion of the Contractor, with the following exceptions, which are required:

- Congregate sites (as defined above) must have 24/7 on-site staffing.
- Hotel sites (as defined above and if specifically requested, and approved, by EOHLC) with 50 or more families sheltered in a single location must have on-site staffing 24/7.
- Every EA family must have a designated housing search staff person and case manager, who may be the same person if service delivery meets the expectations of this contract.
- Every EA family, regardless of shelter type (congregate, co-shelter, scattered site), must have access to 24/7 on-call staff contact information for emergencies and needs that arise outside of regular business hours.
- The Contractor must ensure a staffing pattern that is sufficient to ensure that families are sheltered in safe conditions, have basic needs met, and meet the rehousing outcome expectations.
- The Contractor must provide their staffing plan to the designated EOHLC Contract Manager, with staff contacts and clearly defined roles.

• The Contractor must have a plan in place for timely maintenance of units and appropriate staff to make said repairs (whether full or part-time).

Budgets calling for staffing plans that deviate from the above recommended staffing ratios should be clearly explained and substantiated to EOHLC in advance, including specifically how the Contractor expects it will meet the performance measures set forth in the contracted scope of service and this Scope of Service with a different staffing plan. Approval of proposals to deviate from the above recommended staffing ratios are at the discretion of EOHLC and must be approved by EOHLC in advance of any changes. EOHLC may enforce staffing ratio adjustments if it determines that the health and safety needs of EA families are unmet, or service delivery activities are not meeting expectations. In all cases, housing search staff must represent the largest staffing category other than direct care workers in a congregate shelter.

EOHLC recognizes that engagement with rehousing, case management, and stabilization activities may be challenging for some EA Family Shelter Participants with complex service needs and is available for case consultations and support with inter-agency collaboration and navigation. The Contractor is encouraged to contact its regional team structure for support and guidance.<sup>2</sup>

Additionally, any person who cares for a child (whether in a paid or volunteer capacity) in any public or private facility, home or program funded or licensed by the Commonwealth providing childcare or residential services is a mandated reporter of child abuse or neglect. For more information about the role of the Contractor's staff as a mandated reporters, please see: <u>Report child abuse or neglect as a mandated reporter | Mass.gov.</u>

# D1. Program Personnel and Staffing Plans:

The Contractor shall ensure the minimum standards for onsite/on-call staffing are met and must notify the designated EOHLC Contract Manager if the Contractor's program director, or their equivalent, will be away for one week or more with the name and contact information of the person who will be acting in their place.

#### Staffing plans must:

- Ensure intake staff are scheduled to work from Monday through Friday, 8:00 a.m. to 6:00 p.m. (excluding State-observed holidays).
- Designate staff to provide the EOHLC Centralized Placement Unit with a daily census report and/or update the Room/Unit Bed Register in ETO/ASIST.
- Designate one staff person to oversee the Contractor's EA data in ETO/ASIST including managing the data quality.
- Ensure that at least one staff person who is certified in first aid and CPR is always on duty (the Contractor should strive to certify all staff in basic first aid and CPR, including child and infant CPR).
- Depending on program size, ensure that at least one staff person who is trained in working with survivors of domestic violence/sexual assault is available during normal business hours and for emergency purposes on-call after hours.
- Ensure that appropriately qualified staff are available to support families under the terms of this scope during non-traditional business hours (after 6:00 p.m. and during weekends).
- Establish Human Resources policies and procedures governing employee code of conduct, subject to EOHLC approval.

<sup>&</sup>lt;sup>2</sup> For up-to-date information on the roles and responsibilities of all EOHLC staff, the Contractor should consult the EOHLC EA Family Shelter Directory linked on the provider portal: <a href="https://www.mass.gov/info-details/emergency-assistance-provider-portal">https://www.mass.gov/info-details/emergency-assistance-provider-portal</a>.

- Reflect the linguistic, ethnic, racial, and cultural diversity of the families served by the EA Family Shelter program.
- Include overnight and/or on-call staff schedules.
- Ensure staff are identified to promptly address facility and maintenance issues, whether that be Contractor staff or subcontracted staff.
- Include other staff positions proposed to be funded by EOHLC, and other staff positions critical to the program that are not to be funded under this contract, if applicable.

The Contractor must perform CORI and SORI checks on all staff, including subcontracted staff,<sup>3</sup> prior to hiring, and periodically after hiring, in accordance with 101 CMR 15.00; 110 CMR 18.00 & 803 CMR 2.00. The Contractor must adhere to any EOHLC policies regarding background checks, disqualification and/or EOHLC approval requirements with respect to persons convicted of or having an open or pending charge against them for, criminal offenses and/or persons subject to lifetime registration as a Level II or III sex offender. For any volunteer or subcontracted staff, CORI and SORI checks must be run by the Contractor, or the Contractor must have confirmation in writing that these checks were run by a coordinating volunteer agency or subcontractor. The Contractor is responsible for maintaining record of all CORI and SORI checks completed on all staff, including subcontracted, part-time, or ad hoc staff. EOHLC may request such records at any time. For additional information on subcontractors, refer to Section VI E.

Shelters must have the list below of designated staff persons.<sup>3</sup> Depending on program size and structure, programs may select more than one staff person to fulfill each role, and one person may fulfill more than one role designation. The designee(s) must be knowledgeable in the issue area and serve as a point person(s) for EOHLC for their designated role. Further information on each of these roles is provided in the following sections.

- Case Manager
- Infectious Disease Coordinator<sup>4</sup>
- Shelter ADA Coordinator<sup>4</sup>
- Shelter Compliance Coordinator<sup>4</sup>
- Domestic Violence, Sexual Assault, Human Trafficking Coordinator<sup>4</sup>
- Guest Rights/Grievance Officer<sup>4</sup>
- Housing Search Staff
- Stabilization Case Managers
- Data Key Contact<sup>4</sup>
  - For more information on the Data Key Contact role, see the "Efforts to Outcomes (ETO) Software Participation Agreement between Contracted Provider and Executive Office of Housing and Livable Communities"
- Optional: System Navigator

The Contractor must immediately report any changes of designees or updates to contact information to their regional team.

Additionally, each shelter must designate a backup to the Shelter ADA Coordinator when the Shelter ADA Coordinator is unavailable to execute their duties, including when a family is asserting that emergency circumstances exist in relation to a reasonable accommodation request.

<sup>&</sup>lt;sup>3</sup> This language pertains to staff and Subcontractors, not Vendors.

<sup>&</sup>lt;sup>4</sup> For these roles, the Contractor must inform HLC within 5 business days of changes in staffing or responsibility reassignments. The Contractor should submit these changes to their assigned Provider Support Coordinator. Assignments can be found in the EOHLC EA Family Shelter Directory on the Provider Portal.

It is the responsibility of the Contractor to ensure that the persons in these roles complete all relevant training provided by EOHLC – including training for new hires or in cases of responsibility reassignments. EOHLC will share a full curriculum of mandatory staff training to be found on the Provider Portal.

A written Code of Conduct governing the behavior of staff must include the following:

- Dignified and respectful treatment of families by staff, and treatment of other staff.
- Zero tolerance for illegal and unacceptable activities including without limitation substance use, child abuse, sexual harassment and abuse, and possession of weapons.
- Procedures for documentation, data gathering, and reporting, including respect for the privacy and confidentiality of families and staff consistent with this Contract.
- Maintenance of professional boundaries and ethical conduct at all times.
- Commitment to cultural competence and non-discriminatory practices in all interactions, with services delivered equitably regardless of race, ethnicity, religion, gender identity, sexual orientation, disability, immigration status, or other categories covered by either MA or federal law.
- Adherence to trauma-informed and person-centered approaches that recognize individual lived experiences and promote client autonomy and dignity.
- Protection of confidential and sensitive information through secure data handling, with immediate reporting of any breaches in confidentiality or data security.
- Compliance with all mandated reporting laws regarding suspected abuse, neglect, or exploitation of children or vulnerable adults.
- Promotion of workplace safety and wellness, including responsibility to report unsafe conditions and maintain a clean, hazard-free environment.
- Responsible and ethical use of technology and social media, including the prohibition of sharing confidential or inappropriate content related to clients or the organization.
- Maintenance of a substance-free workplace, including prohibition of being under the influence of alcohol or drugs while on duty or on program premises.
- Prohibition of retaliation against individuals who report discrimination, harassment, or misconduct in good faith.

# D2. Executive Staffing Expectations:

Below please find specific information on the roles and responsibilities of executive staff.

Executive staff are expected to hold ultimate accountability for performance metrics under contract, including but not limited to meeting rehousing performance measures, inspection standards, and ETO data entry completeness.

Executive leadership staff must provide strategic and operational guidance to staff to reduce the length of shelter stay and future homelessness for Participants. Executive leadership staff are encouraged to seek opportunities for additional funding, as complementary to EOHLC funding, to support current and additional services that meet the mission of the program.

In coordination with System Navigators, if applicable, executive leadership staff should facilitate connections to regional Continuums of Care (CoCs) and other community resources such as healthcare services, career services, and state agencies, which may include, but are not limited to, the Department of Mental Health, the Department of Early Education and Care, the Department of Elementary and Secondary Education, the Bureau of Substance Addiction Services, the Department of Public Health, the Department of Developmental Services, the Office of Refugees and Immigrants, and the Massachusetts Rehabilitation Commission.

EOHLC strongly encourages the Contractor to hire and retain a diverse workforce which reflects the communities they are serving. This includes staff working directly with families, as well as executive

leadership, and the Board of Directors. The Contractor should also seek to include representation on its staff and in its board leadership of individuals from families who have experienced and/or overcome homelessness.

## D3. Housing Search Staffing Expectations:

Below please find specific information on the roles and responsibilities of the Housing Search position, as referenced above in Section III D1 above:

To support EOHLC's vision that homelessness is rare, brief, and non-recurring, EOHLC expects the Contractor to deliver a service that is robust in rapid rehousing efforts. EOHLC will facilitate training and workshops focused on best practices for supporting a housing search and placement in both market rate (with or without HomeBASE) and subsidized housing units (i.e., public housing, Section 8, MRVP).

Rehousing efforts are tracked in the Efforts to Outcomes Software's customized EOHLC system (ETO). EOHLC's implementation of ETO is also known as ASIST, "All Service Integrated System Tracker" (ASIST).

There are two key rehousing documents:

- 1) Rehousing Assessments; and
- 2) Rehousing Plans.

Within 5 business days of entry into shelter, the Contractor must ensure that <u>each household completes both</u> a Rehousing Assessment and Rehousing Plan and documents them both in ETO.

Each family will have a Rehousing Assessment and a Rehousing Plan; however, each household member aged 18 or older, absent an approved reasonable accommodation or good cause justification, must engage in self-sufficiency activities<sup>7</sup> for 30 hours per week. If any household member aged 18 or older fails to engage in activities towards self-sufficiency<sup>7</sup>, the head of household may choose to remove that member from the EA Family Shelter benefit if determined to be in the best interest of the household's overall compliance with the EA Family Shelter program and Rehousing Plan.

#### Rehousing Assessments

Rehousing Assessments are comprehensive evaluations that support goal setting with the family, data collection for EOHLC, and further support a family's exit out of shelter into safe, stable housing. The Contractor must ensure that each family's Rehousing Assessment is completed and updated in ETO/ASIST every 60 days. The Rehousing Assessment is a critical tool for the contractor to understand a family's strengths, history, and needs and for EOHLC to gather critical rehousing data for families in EA family shelter.

#### Rehousing Plans

Rehousing Plans are monthly forms that help to facilitate the monthly meeting families have with the Contractor's Housing Search Staff. The Contractor must ensure that each family's Rehousing Plan is completed and updated in ETO/ASIST every 30 days.

For both Rehousing Assessments and Rehousing Plans, holidays will be excluded from the timeline to provide Contractors with additional days for completion. During the initial Rehousing Plan meeting, the Contractor must ensure that each family is aware of the <u>Length of Stay</u> policy and the importance of prioritizing housing search.

#### Rehousing Activities

Specific rehousing activities include, but are not limited to:

• Identify a family's strengths and assets – such as relationships, skills, and personal history, using those strengths to chart a path toward housing.

- Communicate with families and case managers to understand the family's housing priorities including, but not limited to, unit location, size, and rent, as well as other information that may be helpful to establish a positive tenancy.
- Work with staff to develop and update rehousing assessments and rehousing plans on a regular basis, taking appropriate steps when families do not comply with the plans.
- Communicate with the case manager to coordinate appropriate referrals identified in the Rehousing Assessment and Rehousing Plan.
- Identify both market rate and subsidized housing units, including units listed on the <u>Housing Navigator</u> website, and bring families to visit units both in the community where they are sheltered and other communities.
- Help families apply for short- and long-term subsidies (such as HomeBASE, Section 8, and Permanent Supportive Housing) and explore alternative housing models, such as co-housing (shared apartments).
- Create a model to recruit and maintain strong relationships with property owners including, but not limited to, educating potential landlords about anti-discrimination laws relative to rental assistance and voucher programs, family composition, disabilities, and civil rights.
- Coordinate with case managers to review lease provisions, rights, and expectations with families.
- Develop and implement strategies for families to present themselves successfully to potential property owners.
- Provide transportation, including accessible options and support, as necessary, to view apartments, negotiate with real estate agents and/or landlords, and appeal denial of housing based on mitigating circumstances.
- Complete the Rehousing AETO requirements as outlined in Section V B.

#### Rehousing Tools

#### HomeBASE

HomeBASE is a rapid rehousing program designed to provide an alternative response to shelter through flexible financial assistance for housing stability. In order to be eligible for HomeBASE, Participants must be eligible for EA Family Shelter. Each referred family must be made aware of the availability of the HomeBASE benefit, as well as the program rules and regulations. The Contractor must support each family to creatively strategize rehousing options that include utilization of HomeBASE. If a family is interested in and able to utilize HomeBASE, the Contractor must complete the HomeBASE benefit determination, prepare all necessary forms for the HomeBASE administering agencies, and provide stabilization for the period of stabilization, as defined in the HomeBASE administrative plan. For more information, please visit the HomeBASE administrative plan.

#### • Strategic Rehousing Initiative (SRI)

SRI funding is flexible financial assistance for families in Bridge Track shelters where additional funds exceeding the allowances under the HomeBASE program are necessary to rapidly exit shelter. SRI funds may be used to assist with unforeseen stabilization costs for families who are receiving rental stipends from HomeBASE. The Contractor must follow the EOHLC published guidance on the <a href="Rapid Rehousing Portal">Rapid Rehousing Portal</a> for using SRI funds (including the <a href="SRI Administrative Plan">SRI Administrative Plan</a>). The Contractor should reach out to their Housing Search Specialist if they have any questions about this guidance, including allowable uses for the SRI funds.

#### Rehousing Performance Measures

The goal of the EA Family Shelter program is that shelter stays are rare, brief, and non-recurring. Meeting this expectation relies heavily on the Contractor's rehousing activities, engagement with families, and consistent efforts to stabilize the family. The Contractor must support each family's activities that produce an exit from shelter into more stable long-term housing. Additionally, the Contractor is expected to rehouse families as they reach their length of stay in shelter. The Contractor is expected to provide supervision of its housing search staff to ensure they are properly trained on rehousing activities and provided consultation on families with complex barriers to rehousing. For access to all Rehousing trainings, please visit the Rapid Rehousing Portal.

EOHLC expects the Contractor to meet the following performance measures within their portfolio of families served:

- 100% of Participants exit by their LOS, with the understanding that some families may refuse to leave despite best and reasonable provider action and this will not be held against the Contractor within reasonable limits. Refer to Section IV B8 for more information.
- 100% of families have an established Rehousing Plan and Rehousing Assessment completed within the first 5 business days of entry into shelter.
- 100% of families have an updated Rehousing Plan every 30 days and an updated Rehousing Assessment every 60 days.
- 100% of families who have exited shelter are appropriately marked as having exited in ETO/ASIST within one (1) business day, absent an extenuating circumstance (please communicate extenuating circumstances to your Contract Manager).

EOHLC expects the Contractor to exit every family on or before their Length of Stay exit date, with the majority (majority defined as greater than 50%) of families exiting into housing rather than reapplying for shelter.

# D4. Case Management Staffing Expectations:

Below please find specific information on the roles and responsibilities of the Case Management position, as referenced above in Section III D1 above:

EOHLC recognizes the vital role that case management can play in leveraging families' strengths and helping them to address barriers to rehousing. EOHLC embraces a Housing First<sup>5</sup> services approach and expects that Contractors will work collaboratively with families to address barriers that directly impede housing. However, the Contractor should never require certain barriers be "overcome" before a housing placement can be made. Wherever possible, priority should be placed on making permanent connections to CoCs and other community entities that can be maintained after placement into housing.

Case managers must use a trauma-informed<sup>7</sup> approach to help families navigate barriers to tenancy and build a support system by connecting them with people and programs in the community. The goal of case management is, first, to help families be as prepared as possible to move into permanent housing, and second, to connect families to a support network once they are housed. Generally, case managers are expected to connect families with existing community resources that meet their individualized family needs.

Specific case management activities include, but are not limited to:

• Take full assessment of a family's individualized strengths and needs, coordinating access to community resources or other systems of care to meet any unmet service needs and/or lift strengths.

<sup>&</sup>lt;sup>5</sup>HUD defines Housing First as "an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry." (Housing First in Permanent Supportive Housing Brief, published July 2014, accessed April 2025, available here: <a href="https://www.hudexchange.info/resource/3892/housing-first-in-permanent-supportive-housing-brief/">https://www.hudexchange.info/resource/3892/housing-first-in-permanent-supportive-housing-brief/</a>).

<sup>&</sup>lt;sup>6</sup> Certain barriers may include a warrant for criminal offenses, ADA accommodations, childcare needs, or other factors that may limit or restrict access to housing.

<sup>&</sup>lt;sup>7</sup>A program or service based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, so that these services and programs can be more supportive and avoid re-traumatization.

- Work with Housing Search staff to develop and update Rehousing Assessments and Rehousing Plans on a regular basis, taking appropriate steps when families do not comply with the plans.
- Closely collaborate with housing search staff to support families with activities as outlined in the monthly Rehousing Plan.
- Assist with resolving or mitigating barriers to rehousing (in close coordination with the housing search staff), such as securing identification documents, resolving an outstanding warrant, seeking resources to clear outstanding rent or utility arrearages.
- Secure connections to healthcare services (e.g., community health clinics).
- Support parents to address the educational and health needs of children and enroll them in appropriate education or other services including, but not limited to, K-12 school, childcare, and/or early intervention services.
- Secure connections to job training/job placement services for all household members aged 18 or over who are not employed or in a matriculated education program, a training program, community service program, or substance abuse treatment program as well as other activities specified in Department of Transitional Assistance (DTA) regulation at 106 CMR 703.150.
- Support with access to all public benefits a family may be eligible for (i.e., SNAP, TAFDC, SSI, etc.). Inclusive of educating families on their options for public benefits, what their rights and responsibilities are for such benefit programs and assisting with the application or recertification process for such benefits.
- Assist with enrollment in programs for English for Speakers of Other Languages (ESOL).
- If needed, connect non-citizen families with culturally based resources to assist with community integration and resources for work authorization.
- Support with neighborhood orientation, navigating nearby public transportation (if available) and routes to
  access local food markets, parks and recreational areas, community health centers, schools, and places of
  worship.
- Support activities as referenced below under the System Navigator role in Section III D5.
- Document case management efforts and meetings utilizing the Case Notes in ETO/ASIST.
- HUD assessments should be completed in alignment with EOHLC guidance.

Monthly case management support consultations are mandatory, with the level of intensity and scope based on the results of the family's unique assessments, resources, and requirements.

Families should be actively engaged in their case management, not passive recipients of aid. Case managers should encourage families to drive case management planning and goal setting based on what the family hopes to achieve.

The Contractor shall endeavor to refer all adult (18+) family members who are not employed, in a matriculated education, a training program, community service program, or substance abuse treatment program to appropriate community-based workforce development and/or other education/training programs to help maximize income and obtain employment whenever possible, with the exception of a reasonable accommodation to not participate in such programs due to a disability, or other good cause. If a working-age family member is receiving a disability benefit such as SSI/SSDI or has been approved by EOHLC for a

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<sup>&</sup>lt;sup>8</sup> Pursuant to the regulations, 760 CMR 67.06 (4)(b)(2)(h) includes the following criteria for good cause for failing to participate in activities leading to self-sufficiency for 30 hours per: (1) Lack of appropriate child care; (2) Lack of transportation; (3) Addressing medical issues, including: mental health issues, domestic violence, actual hours spent in housing search, caring for a newborn under the age of three months; (4) Providing care during a crisis or emergency, or other compelling circumstances, beyond the control of the applicant or recipient that demands immediate attention and can only be addressed by the applicant or recipient during the time frame of receipt of benefits. A family crisis or emergency situation may include illness, injury, health conditions, hospitalizations or exacerbation of chronic illnesses that temporarily prevent participation, regardless of the applicant's or recipient's disability exemption status.

reasonable accommodation, the Contractor shall make the family member aware of optional work, training, or educational programs available to persons with disabilities, completing referrals when appropriate. These programs include, but are not limited to, the Ticket to Work Program and the Massachusetts Rehabilitation Commission.

The Contractor must ensure that case managers have witnessed the presence and wellbeing of all members of an EA Family Shelter household, including children, daily in congregate or hotel settings staffed 24/7, and biweekly in scattered site and co-shelter settings (this includes in-person and virtual visits).

# D5. System Navigator / Case Management:

Below please find specific information on the roles and responsibilities of the optional system navigator position, as referenced above in Section III D1 above:

Contractors have the option of designating a system navigator position within their case management staffing structure. While EOHLC has seen success when Contractors identify a person responsible for making connections to other systems of care, this role is not required under staffing expectations of the contract. System Navigators can respond to challenges in identifying available services and making effective referrals – particularly for families with complex needs. System Navigators will act as specially trained, on-demand connections experts who are knowledgeable about service availability and eligibility and connected with key individuals in other systems including regional CoC's. They will interface with shelter staff – generally not families directly – and act as in-house consultants and support systems to case managers, housing search and stabilization staff who are struggling to help families navigate complex bureaucracies. Consolidating this expertise in a separate staff role – rather than expecting all case managers to know all resources in each region – aims to lessen duplication of efforts in attempting to forge connections to community resources, increase the ability to provide training on and develop expertise in system offerings, and ultimately, improve family well-being. It is assumed that System Navigators will not be needed for every case, but rather only the most complex or unique cases where standard case management approaches are insufficient.

Specific System Navigator activities can include, but are not limited to:

- Aiding case managers in identifying available services and helping to navigate eligibility requirements, especially for families with particularly complex needs, with the focus on making connections to permanent services that can be maintained post-placement.
- Developing community connections with CoC's and other state and non-profit entities to ensure effective connections to services, including but not limited to:
  - Financial literacy, family budgeting programs, and basic banking
  - Employment and Training
  - Food and Nutrition
  - Children's education and/or care, including but not limited to K-12 schools, childcare and early intervention
  - Adult Education, Training, and Life Skills
  - CORI resolution
  - Credit repair
  - Health Care
  - Mental Health
  - Substance Abuse
  - Family Relations/Mediation
  - Domestic and Family Violence
  - Parenting Skills
- Providing training to shelter staff regarding the above community resources and other resources.
- Participating in EOHLC-facilitated training and knowledge-sharing on navigating services across the Commonwealth.

- Helping to inform EOHLC's ongoing work with Executive Office of Health and Human Services (EOHHS) agencies and CoC's by identifying areas where coordination could be improved and where service gaps exist.
- Aiding housing search staff in identifying specialized housing programs, such as Permanent Supportive Housing and other specialized housing services as needed.

Larger shelters with multiple System Navigators may allow some specialization (i.e., one specialist in accessing behavioral health resources, another in employment and job training resources). While System Navigators will be budgeted in Component 3, their work can and should be extended to Housing Search and Stabilization to continue aiding families in connecting to appropriate services and navigating complex systems once housed.

The Contractor is expected to provide supervision to its case managers and System Navigators to ensure they are properly trained and provided consultation on challenging cases.

# D6. Domestic Violence, Sexual Assault, Human Trafficking (DVSAHT) Coordinator Staffing Expectations

Below please find specific information on the roles and responsibilities of the DVSAHT position, as referenced above in Section III D1 above:

EOHLC is deeply committed to addressing reported cases of domestic violence, sexual assault, and human trafficking (DVSAHT). EOHLC understands that survivors of these serious crimes often require additional support, and we recognize the essential role that DVSAHT coordinators play in providing this support. In alignment with this commitment, all staff, including DVSAHT coordinators, are expected to approach their work through a trauma-informed lens.

The Contractor is required to designate at least one DVSAHT coordinator on staff. This individual (or individuals) should be accessible to the Participants in their care during all regular business hours.

# D7. Guest Rights/Grievance Officer (GRGO) Staffing Expectations

Below please find specific information on the roles and responsibilities of the GRGO position, as referenced above in Section III D1 above:

EOHLC acknowledges that, as a human services program, the Contractor and Participants in their care may naturally encounter occasional conflicts. To address this, the Contractor is required to appoint at least one GRGO. The GRGO must assess the validity of any reports and take immediate steps to resolve the issue. For all complaints brought to the Contractor, an internal complaint log must be maintained. This complaint log should include, at a minimum: the complainant's name, details of the complaint, the day and time of submission, and evidence that substantiates the complaint as needed, such as photographs or videos. This internal complaint log may be requested by EOHLC at any time.

If the complaint requires the filing of an Incident Report, the GRGO is responsible for collaborating with the Contractor's Compliance Coordinator(s) and other relevant staff to ensure the report is submitted to EOHLC using the incident reporting form within 24 hours, as outlined in Section B7 of this document.

<sup>&</sup>lt;sup>9</sup> In accordance with 760 CMR 67.06(1)(f)1., Domestic Violence (DV) or Domestic Abuse shall mean the occurrence of physical, emotional, and other types of abuse and/or acts of power and control between intimate partners, family members, or household members.

In situations where a complaint is substantiated regarding actions or inactions by the Contractor, the Contractor must make reasonable efforts to address all valid requests within 2 business days. The GRGO must update their internal complaint log with investigation outcomes and report those complaint investigations to their designated Contract Manager, with all details inclusive of what steps were taken to investigate the complaint and what follow up actions are resulting from the outcome of the investigation.

Guidance, written in plain language for families to easily read and understand, on how to submit a complaint to the Contractor's GRGO must be posted in all common areas of shelter and provided to each family upon intake to the shelter site.

#### D8. Shelter ADA Coordinator

Below please find specific information on the roles and responsibilities of the Shelter ADA Coordinator position, as referenced above in Section III D1 above:

EOHLC recognizes that some Participants in EA Family Shelter may have additional or unique support needs. For Participants requiring reasonable accommodations, EOHLC expects the Contractor to designate a representative responsible for facilitating the submission of reasonable accommodation requests to EOHLC's ADA Unit (or the EOHLC Central ADA Unit). This representative will be known as the Shelter ADA Coordinator or the Contractor's ADA Coordinator. While suitable placements to meet these accommodations may not always be available within the portfolio, it is the responsibility of the Shelter ADA Coordinator to ensure that Participants who require additional support are informed of their rights to request reasonable accommodation and to assist them in submitting those requests as needed.

The Contractor must keep a log or enter information into a subsequent tracking system as may be required by EOHLC, of family requests for reasonable accommodations (changes in policies, practices, procedures or services) and/or reasonable physical modifications to facilities (referred to herein collectively as "reasonable accommodations") based on disability in accordance with EOHLC protocols and guidance regarding reasonable accommodations and accessibility policies as defined under ADA. This log must note the date of each such request. The Contractor's ADA Coordinator must track and report any such request to the EOHLC Central ADA Coordinator promptly in accordance with EOHLC guidance regarding reasonable accommodation and ADA policies.

To ensure that reasonable accommodation requests are responded to in a timely and appropriate manner, the Contractor must follow EOHLC guidance regarding reasonable accommodation and ADA policies and EOHLC's protocols and directives with respect to a family's request for reasonable accommodation. Only the EOHLC Central ADA Coordinator shall have the authority to deny a request for reasonable accommodation. Additionally, the Contractor's ADA Coordinators must provide explanations and assistance to a family who needs help in understanding forms, notices, decisions, or other documents relating to reasonable accommodation requests.

The Contractor must ensure that all information obtained by staff as part of the reasonable accommodation request process be kept confidential in accordance with applicable law, including but not limited to G.L. c. 66A, 201 C.M.R. s. 18, and 801 C.M.R. s. 3, and EOHLC protocols and guidance.

EOHLC is developing protocols under which the Contractor staff will process and implement reasonable accommodation requests. The protocols include, but are not limited to, procedures and timeframes for processing and implementing reasonable accommodation requests, the provision of reasonable accommodation-related information and notifications to families, training requirements for the Contractor's ADA Coordinators, and tracking of pending and approved reasonable accommodation requests for families placed in their shelter(s).

# D9. Shelter Compliance Coordinator

Below please find specific information on the roles and responsibilities of the Shelter Compliance Coordinator position, as referenced above in Section III D1 above:

EOHLC recognizes that, as a human services program where Participants are often in close proximity to one another, interpersonal conflicts and/or violations of USRs may arise within the Contractor's portfolio. The compliance coordinator is responsible for carrying out the duties related to compliance as outlined in Section B6 on noncompliance.

The Contractor is required to designate at least one Shelter Compliance Coordinator on staff. This individual (or individuals) should ensure that all Participants in shelter are held to consistent standards when addressing findings of noncompliance act as the primary point of contact for coordination with the EOHLC noncompliance team to ensure quality submissions and accountability.

### D10. Post-Shelter Stabilization Expectations:

Below please find specific information on the roles and responsibilities of the stabilization position(s), as referenced above in Section III D1 above:

Stabilization service models must allow for adjustment of staffing and support based on the individualized family needs and preferences. The goal of stabilization is to help ensure each family secures long-term stable housing, so that they do not experience homelessness repeatedly. Stabilization services are provided to families as specified in the HomeBASE administrative plan.

Specific stabilization services include (but are not limited to):

- Collaborative development of a stabilization service plan for on-going support, inclusive of the family's identified areas of need.
- Entering a family's initial stabilization plan and progress into ETO/ASIST and update every 30 days until the stabilization services have ended.
- Regular meetings with the family are required to confirm continued housing stability. The minimum cadence for these meetings is specified in the HomeBASE Admin Plan. Regular communication with the landlord, or host family, to proactively respond to any tenancy issues that may have arisen. The minimum cadence for these meetings is specified in the HomeBASE Admin Plan. If the family has moved, the stabilization staff must inform the Regional Administering Agency ("RAA") within two business days of being made aware of the move for a stop payment on rental stipends.
- Re-evaluating and updating, as needed, the stabilization service plan annually in collaboration with the family. All changes to the service plan must be documented in ETO/ASIST.
- Requesting an interim reallocation of available HomeBASE funds, as needed, and as related to the family's individualized stabilization service plan.
- Documenting stabilization efforts and meetings utilizing the EA Case Notes in ETO/ASIST.
- Helping the family access and utilize available public and private resources to support housing retention.
- Housing search activities to ensure housing stability, as applicable.
- Communication with RAA and assistance in submitting reallocation of funds as necessary (see <u>reallocation</u> of funds form on provider portal).
- Advocating for each family in Housing Court, or facilitating connection to resources for legal support, as necessary.
- Intervention if a family's tenancy is endangered, for any reason.
- Assisting families in securing appropriate and adequate medical services and benefits with a primary health care provider.
- Monitoring the school attendance and educational progress for each school-age child in the family.
- Creating connections to childcare and/or assistance in applying for subsidized childcare as needed.

- Entering Stabilization Case Notes into ETO/ASIST (recording visit times and dates and length of visit) and phone calls with client or to client. Stabilization progress should be documented in ETO/ASIST monthly utilizing the Stabilization Touchpoint.
- Completing HUD assessments in alignment with EOHLC guidance.

#### **Stabilization Performance Measures:**

EOHLC's goal with the EA program is that shelter stays are rare, brief, and non-recurring. Meeting this expectation relies heavily on the Contractor's stabilization activities and efforts post shelter. The Contractor must support each family's activities that aim to avoid re-entry into homelessness.

EOHLC expects the Contractor to meet the following performance measures:

- 90% of families will maintain stable housing for at least six months post shelter exit.
- 80% of families will maintain stable housing for at least twelve months post shelter exit.
- 70% of families receiving a HomeBASE rental stipend will maintain self-sufficiency for at least twentyfour (24) months post shelter exit. "Self Sufficiency" may be defined as remaining stably housed with only
  the HomeBASE rental stipend or connected to resources, other than HomeBASE, to secure housing
  stability and avoid reoccurrence of homelessness.

EOHLC will monitor outcomes of the various new policies implemented during FY 25 and adjust performance measures as appropriate and reasonable based on data.

If the Contractor is logistically unable to provide stabilization services based on the geographic location of the family's rehousing, the Contractor must ensure the successful transfer of stabilization services to the appropriate HomeBASE Regional Administering Agency (RAA).

The Contractor is expected to provide supervision to its stabilization staff to ensure they are properly trained on all stabilization activities and provided consultation on challenging cases.

# E. Shelter Inspection, Unit Condition, Safety, and Offline Expectations

# E1. Unit Expectations and Inspections Schedules

EOHLC seeks to ensure there are no conditions that would endanger the health and safety of any EA Family Shelter eligible family in any contracted shelter units or common areas under Contractor's control.

Contractors must maintain all units and common areas under their control in habitable conditions at all times in accordance with the <u>State Sanitary Code (105 CMR 410.000)</u>. All sites designated as an EOHLC EA Family Shelter site by a Contractor will be subject to inspections by the EOHLC to confirm continued compliance with these codes. The inspections will be applicable to all shelter types – congregates, co-shelter units, scattered site units, and hotel units as required for emergency use. Inspections will consist of the following types: annual, post-annual follow-up, Participant-related complaint, pre-occupancy and ad-hoc.

This includes, but is not limited to:

- Keeping all units in compliance with lead laws (with special attention given to pre-1978 units).
- Smoke/carbon monoxide detectors are maintained, and functional at all times.
- Unit and common areas are kept pest-free, and sites have an Integrated Pest Management (IPM) plan.
- Units must be kept free of excessive moisture and mold.
- All cooking appliances and bathroom fixtures must be functional.
- All plumbing, electrical and gas systems must be functioning in a safe manner.
- Ensure the structures are safe and weather tight.
- Heating systems are functional (Sept. 15-May 31, no less than 68 degrees in day and 64 degrees at night).

- Window screens are installed during the season (April 1-October 31).
- Stairways and exits are clear, well lit, and, where applicable, clearly marked as exits in multiple languages if necessary.
- Participant belongings are not posing health and safety concerns (e.g., contributing to pest infestation, blocking egresses, creating fire hazards).
- Proper sanitary conditions are maintained.
- All requirements in Section IV A are met.

The Contractor must provide designated smoking areas, which comply with all state and local ordinances. EOHLC inspectors will also confirm that the Contractor has established designated smoking areas where required by state law or local ordinances.

Inspectors will provide notices for the Contractor to distribute to the EA Family Shelter Participants at locations scheduled for inspections. The notices should not be altered by the Contractors and copies must be timely posted in common areas for all congregate sites. The inspectors will provide advanced notices as follows: 48 hours for congregate sites and 72 hours for co-shelter and scattered sites. The Contractor must then provide the notice to families at least 24 hours in advance of the inspection. All inspections should have at least one Contractor case manager and a facility manager or staff representative present.

The Contractor is responsible for ensuring unit access is granted to the inspectors. If any EA Family Shelter Participant denies the inspector access to a unit, it is the Contractor's responsibility to properly address it with the Participant, following with a written warning and/or noncompliance request as appropriate.

EOHLC inspections are documented electronically in a cloud-based software called InspectCheck. All inspection reports are generated post inspections and submitted to the Contractors electronically for their records.

# E2. Contractor-Led Inspection Expectations

Independent of EOHLC inspections, the Contractor must establish a schedule for shelter staff to complete routine walkthroughs of all shelter units to ensure the continued quality and safety of the shelter and families. This schedule must ensure that shelter families receive written notice with at least 24-hour advance notification. The EOHLC Inspection team must approve the proposed schedule, with a copy timely provided to the Contract Manager, and the schedule must be available to participating families upon intake and be posted in common areas. The Contractor must inspect congregate units weekly, and scattered site and co-shelter units monthly – these reports must be promptly provided to EOHLC upon request.

Routine walkthroughs of shelter units must reference the EOHLC-issued "checklist" of unit readiness and conditions to ensure compliance with local, state, and federal laws, regulations, and policies. As part of these processes, the Contractor must also make necessary steps to ensure Participant compliance with the Uniform Shelter Rules (USRs). If items are found to be in Participants' possession that are in violation of the USRs, then the Contractor should take the necessary steps towards issuing noncompliance and submitting incident reports, as needed. The Contractor may confiscate items that are in violation of the USRs as they deem fit (reference Section IV A16).

As stated in the USRs, the Contractor must give Participants 24 hours' notice before the inspection, but may otherwise enter without notice in the case of an emergency or if they have reason to think the Participant:

- Is committing a crime in their room;
- Is cooking in their room;
- Is smoking in their room;
- Has unapproved guests in their room; or
- Other emergencies that may affect the health and safety of the Participant or others.

The Contractor must ensure that Participants are provided with maintenance staff contact information and reporting processes when issues involving unit conditions arise. Contacts and processes must be provided upon intake, posted in common areas of the shelter (inclusive of congregate, co-shelter, consolidated/scattered site settings), and regularly updated upon staff turnover.

# E3. Failed Inspections and Offline Units

All repairs for inspection violations and any associated costs are the sole responsibility of the Contractor.

If a unit is placed offline, the Contractor will not receive payment for such a unit until it is placed back online. The unit must be re-inspected by the EOHLC inspector prior to being placed back online for shelter occupancy.

The type of violation and its severity determines the turnaround time for corrections and repairs. Violations that are considered health and safety or deemed to endanger must be corrected within 24 hours. Health and safety violations include but are not limited to electrical hazards, lack of heat, lack of water, loss of utilities, or lack of bathing facilities.

The Contractor will have 60 days to correct all other violations, unless specified by the inspector. If any violation cannot be completed within the allowable timeframe (excluding 24-hour violations) it is the responsibility of the Contractor to submit in writing to the inspector a request for an extension. If no such request has been made, or EOHLC has denied the request for extension, the unit can be rejected for continued use by EOHLC. EOHLC will schedule follow-up inspections to confirm the correction of noted deficiencies. If a unit does not come back online within the 60-day period (or otherwise agreed upon period), EOHLC may consider this unit to be no longer part of the Contractor's permanent portfolio and take steps to deactivate the unit and downward amend the contract accordingly. In these circumstances, EOHLC will issue written notice to the Contractor.

If the inspector observes new violations during reinspection, the inspector may cite the violation and provide a repair timeframe for the new violation to the contractors.

If a unit is determined to be uninhabitable by an EOHLC inspector, the Contractor must work with the EOHLC Centralized Placement Unit to transfer the family to an alternative accommodation that meets the family's needs consistent with EA Family Shelter program policy and place the unit offline until all deficiencies are resolved.

# E4. Complaint Inspections

The EOHLC inspection unit receives, on a routine basis, Participant complaints via various avenues. The inspector will assess the complaint and determine the appropriate course of action. Depending on the type of alleged violations, the inspector will determine if an interim inspection is required and coordinate access with the Contractor. If an interim inspection is conducted, the inspector will provide a report of violations and required timeframe for repairs. If the unit is deemed unhabitable, the same requirements will be applied as stated under Section E3.

# E5. Inspections of Proposed New or Replacement Units

In order to be placed online, newly contracted units (congregate, co-shelter, or scattered site) must pass inspection.

The inspections ensure that new units or sites meet EOHLC shelter requirements, and Chapter II of MA State Sanitary Code 105 CMR 410.000.

Prior to the inspection, Contractors should provide the inspector with the unit or site attributes. After the inspection, the Contractor shall be notified if the unit passed or failed. Regardless of whether the unit passed or failed, the inspector will provide the Contactor with an inspection report.

If the unit fails inspection, the Contractor must notify the inspector to reschedule the inspection after the violations have been repaired. Prior to final approval, the Contractor must provide a copy of the certificate of occupancy, lead certificate from an inspector with a valid Massachusetts license, or proof of post-1978 construction for the building where the unit is located.

## E6. Contractor Safety Expectations

The safety of all people onsite at shelters is deeply important to EOHLC, including both the Contractor staff as well as the Participants. To that end, the Contractor must make reasonable efforts to attend safety trainings coordinated by EOHLC.

Furthermore, the Contractor must create a visitor access policy for each site and share with their assigned Contract Manager within 30 days of the new fiscal year. This policy should document who is allowed on site, during what times, in what areas, and/or under what circumstances, as well as what documentation is reviewed (e.g., IDs).

It is also recommended that the Contractor create environments to have regular group communication with all Participants to share important safety reminders, such as emergency evacuation procedures. This could include regular in-person meetings and the use of group text messages to share important information for when some Participants may be offsite or at work.

# IV. Shelter Program and Operational Expectations

# A. Shelter Program Expectations:

All shelter units within the Contractors portfolio (congregate, co-shelter, and scattered sites) must remain open and available to all EA families referred to by EOHLC 24-hours-a-day, 7-days-a-week, and must meet the following standards:

# A1. Health and Safety (State Sanitary Code) Requirements:

Each shelter facility, regardless of shelter type, must meet all state and local health, safety, and licensing and/or occupancy requirements, including but not limited to valid occupancy permits, de-leading certificates, and designated smoking areas as required by state or local ordinances. All permits and certificates must be kept up to date and available onsite or at the closest agency office.

# A2. Furnishing:

Each family must be assigned its own private bedroom with all furnishings necessary to live safely and comfortably within a unit, inclusive of beds, side tables and dressers, adequate lighting, and appropriate window curtains or blinds. Dining areas must be appropriately furnished with tables and chairs, and living room areas must be furnished with sofas.

# A3. Laundry:

Each shelter facility must provide access to laundry unless it is located within reasonable proximity (walking distance) to a laundromat.

# A4. Family Composition:

The Contractor must have, without exception, the necessary configuration of units within a particular facility to serve all family compositions, including those with adult and teenage males.

## A5. Sleep Arrangements:

Each family must be assigned its own bedroom(s), unless otherwise permitted in writing by the Director of Family Shelter Services due to emergent circumstances. Each adult (other than spouses or domestic partners) and all children over the age of five, unless they are of the same gender, must have a separate bed or cot made available to them. Families may choose other sleeping arrangements unless the sleeping arrangement presents a clear health and safety risk to the child(ren).

All shelter units must have safe sleep furniture/beds, such as bassinets, cribs, and toddler beds, to serve families and children referred by EOHLC. Children aged three or under must have an appropriate crib, or crib alternative, that meets the safety standards of the Consumer Product Safety Commission, in accordance with safe sleep recommendations.

The Contractor must ensure that infant and child sleeping arrangements are in accordance with the Department of Public Health (DPH) advisories on Safe Sleep, including but not limited to the following:

- Room sharing where the baby sleeps in a bedside crib or bassinet is encouraged in the first year.
- Babies should not sleep in an adult bed (co-sleeping"), a chair, a couch, with another adult child, or with an animal (unless the animal is an approved support or service animal and sleeping with the animal is an approved part of a disability accommodation.).
- Babies should sleep on their backs in a safety approved crib, bassinet, or pack-n'-play that is completely free of toys, blankets, pillows, and bumper pads.
- A baby's sleep surface should be firm, a safety-approved crib mattress that fits the crib, with no more than two-fingers width of space between the mattress and crib slates, and none of the parts should be missing or broken.
- All cribs must meet Safe Sleep safety standards (<a href="https://www.cpsc.gov/SafeSleep">https://www.cpsc.gov/SafeSleep</a>).
- Only a fitting sheet should cover the mattress.
- A sleep sack is preferable to swaddle with no risk of unraveling and becoming a suffocation hazard.
- If parents or caregivers' bed-share for cultural, personal and/or circumstantial reasons, the Contractor must provide the parents or caregivers with information about best practices for safe sleep and potential risks.

Using the DPH Safe Sleep policy, the Contractor must educate staff on safe sleep practices, establish intake protocols that educate all families with children under the age of 2 about safe sleep practices and environments, and post safe sleep public awareness campaign materials in a visible location. The Contractor must also make available to all families, and post prominently in all shelters, any safety flyers required by EOHLC.

# A6. Child Safety and Infant Needs:

Precautions must be taken to ensure the safety of all infants and children in the facility. Examples of conditions which could be hazardous to children include but are not limited to the following:

- Uncovered heating units or exposed electrical wiring, electrical outlets and/or switches without cover plates and safety plugs.
- Windows without screens, windows above the second floor without removable protective guards/bars, windows that reach the floor without removable window guards/bars.
- Unsafe sleep environments or practices, unsafe window treatments, and swimming pools without adult supervision (always) that can be accessed by children.

All second story and above units with windows that open to the outside must have child safety window guards installed. All first-floor units with windows that open to the outside, higher than 20 feet off the ground, must also have window guards installed.

Families with infant children shall be assisted with obtaining diapers, baby food/formula, subject to available funding. All families shall have access to sleep-sacks.

# A7. Temperature Requirements:

Under extreme heat/cold each shelter facility must have, onsite and available to families, functioning fans, air conditioners, and/or proper and (operational) heating systems. The Contractor shall educate families about heat sensitivities and risks for infants in accordance with DPH's Safe Sleep policy.

# A8. Emergency Preparedness:

#### Evacuation Plan

Each facility must have a written evacuation plan clearly posted on each floor. The plan must include a list of emergency telephone numbers such as police, fire, ambulance, etc. The Contractor must establish individual evacuation plans for all persons with disabilities that would impede or prevent their evacuation in an emergency. These plans must be available in multiple languages as needed.

#### **Emergency Exits**

All emergency exits must be clearly marked. The Contractor must establish individual evacuation plans for all persons with disabilities that would impede or prevent their evacuation in an emergency.

#### Continuity of Operations Plan

The Contractor must have in place a Continuity of Operations Plan (COOP) that identifies mission-critical organizational functions which must continue when normal shelter operations are, or may be disrupted, and provides a framework for the continued operation of these mission essential functions under all threats and conditions. The Plan must also help to identify lines of succession, alternate facilities, critical systems, essential records, and delegations of authority. The Contractor must submit the completed COOP Plan to their Contract Manager for approval.

#### First Aid Kit

A fully equipped first aid kit must be made available and accessible in all shelter types (congregate, scattered or co-shelter) in case of an emergency. Automated External Defibrillator (AEDs) on site at congregate shelters is highly recommended and may be a requirement for an occupancy permit from local officials.

#### Fire Extinguishers

A fully functioning and inspected fire extinguisher must be available and accessible in case of an emergency on every habitable floor's common hallway in all congregate facilities. Scattered site and co-shelter units must also have fire extinguishers available in each unit. The extinguishers must be full, inspected and tagged with an inspection label by a licensed provider.

#### Fire Evacuation

The Contractor must inform families of fire evacuation procedures upon admission, hold fire drills at least quarterly in congregate settings to ensure that families continue to be aware of, and are familiar with, evacuation procedures. The Contractor will determine how the scheduled drills are conducted so as not to further traumatize families who have become homeless due to fires. The Contractor must ensure that all families in all facilities (congregate, scattered sites or co-shelter) have a clear evacuation plan to safely exit in the event of a fire.

#### Fire Drills

For all shelter settings (congregate, scattered site, or co-shelters) the Contractor will develop and execute plans to ensure that all persons with disabilities and/or other barriers are assisted in exiting the building. The

Contractor will keep a report that indicates the day and time that each drill is held, the time it took to vacate the property (in accordance with the local fire department), the number of families and the number of individuals per family that participated.

#### Smoke / Carbon Monoxide Detectors

Fully equipped smoke and carbon monoxide detectors must be installed in all units, including scattered-site and co-shelter units, in compliance with applicable laws. Adapted detectors must be provided for persons who may be deaf or hard of hearing.

# A9. Storage of Medicines:

The Contractor will work with families to store medications in a safe and secure area, separate and apart from cleaning fluids and toxic substances, and inaccessible to children under the age of 10. Each family's medications must be made available to them to ensure that they are able to take their prescribed dosages at the prescribed times. In scattered site and co-shelter settings, the Contractor must provide information to families about the need to store all medicines in safe and secure areas and must perform periodic inspections to determine that medicines are appropriately stored.

During unit inspections, any identified medications found unsecure must immediately be stored out of reach of children under the age of 10 and adults must be informed of the importance of storing medicines in a safe and secure area inaccessible to children under the age of 10.

# A10. Technology:

Families must have access to either a public or a private telephone to make necessary calls. Families must also have access to technology to ensure effective communication, including internet and Wi-Fi access. School age children must also have access to technology for educational activities, if necessary, for the completion of schoolwork and tutoring studies.

# A11. Transportation:

Families must have access to public transit, or the Contractor must otherwise provide transportation sufficient to meet the goals and activities identified in the Rehousing and Stabilization Plan of each family, including the attendance of doctor appointments, shopping for necessities (i.e., food, toiletries, diapers, etc.), and touring potential units for rehousing. If the Contractor provides transportation, it must provide accessible transportation for persons with disabilities.

The Contractor shall also assist families in connecting with publicly available disability related transportation, such as the RIDE, or other services. The Contractor must inform families who may be eligible for prescriptions for transportation (PT-1) and assist with the forms as needed.

#### A12. Animals:

For health and safety reasons, pets are prohibited. Service animals or animals needed as a reasonable accommodation for a person with a disability are NOT considered pets, and the Contractor shall adhere to all applicable disability rights laws and EOHLC's Guide to Assistance Animals within the Emergency Assistance (EA) Shelter Program with respect to such animals, including processes the Contractor must follow when a family arrives at a placement with such an animal.

# A13. Bedding and Linens:

Each bed, cot, or crib that is used must come with a clean, fire retardant, and bed bug resistant mattress designed for that bed, cot, or crib.

• Each mattress or cot must have an easily cleaned covering material. In the case of a crib, bassinet, portable crib, or play yard, the mattress must be firmly fitted, and preferably zip closed around the mattress.

- Each bed, cot, and crib must come with enough blankets to maintain personal comfort. Cribs, bassets, portable cribs, or play yards must be provided with appropriately sized sleep sacks for infants, or assistance in attaining sleep sacks.
- A freshly laundered set of bedding, including two clean sheets, must come with each bed or cot. Cribs should be equipped with an appropriately sized fitted sheet only, pursuant to Section A5 and A6, above.
- Each family member over the age of 2 years must be provided with a pillow, a pillowcase, and two freshly laundered towels (at a minimum).
- Common towels are not allowed.
- The Contractor must provide freshly laundered linens any time a new family occupies a placement.
- The Contractor must provide access to laundry services so families can wash their linens and bedding at least weekly, and as needed.
- Blankets must be freshly laundered upon a family's arrival and at least every three months thereafter, and more often if needed, and must be replaced if excessively worn, soiled, or otherwise in need of replacing.
- The Contractor must provide replacement bedding, upon request, if bedding is soiled, worn, or otherwise in need of replacing.

#### A14. Cleanliness:

The Contractor is responsible for making available equipment and supplies necessary for each family to maintain the cleanliness of their own room and/or scattered site and co-shelter unit. The Contractor must ensure all common areas in congregate shelter facilities are cleaned daily. All units must be thoroughly cleaned upon a family's departure and provisions for removal of trash from rooms/units must be made and communicated to families.

## A15. Language Services and Other Assistance:

Upon placement, the Contractor will check ETO/ASIST to verify the family's primary language, including spoken languages, sign language, and written methods of communication, such as Braille.

Prior to issuing a document or taking any action related to a family with Limited English Proficiency (LEP), the Contractor must check ETO/ASIST to determine the primary language of that family, then discuss and utilize the preferred methods of communication with the family.

To help in identifying the language, EOHLC will post on its website "See and Say Cards" which can be accessed by the Contractor. The Contractor must print, and make available to all shelter staff, the "See and Say Cards". Once the family's language is identified, the family must receive information regarding essential program requirements, health and safety issues, and emergency planning in the identified primary language. The Contractor may use culturally and linguistically diverse staff, community resources, or contracted language translation services to provide the translation. In addition, the Contractor may utilize the EOHLC telephone interpreter service (currently TransPerfect), consistent with <a href="EOHLC's Language Access Plan">EOHLC's Language Access Plan</a> for the EA Family Shelter Program.

The Contractor staff will participate in language access trainings as soon as the next training is available (including web-based and recorded trainings as applicable). Current staff will participate in periodic language access training as soon as is feasible, so that all staff receive training on providing services to LEP families. The Contractor's shelter staff shall also attend trainings provided by EOHLC in collaboration with the Commission for the Deaf and Hard of Hearing and the Commission for the Blind. EOHLC will continue to develop training for all EA contracted agencies. Once rolled out, the Contractor must participate in ongoing training that EOHLC provides, on a schedule that EOHLC will provide after discussion with the Contractor.

# A16. Noticing:

The Contractor is required to deliver all EOHLC notices to Participants, unless otherwise agreed to by the Contractor and EOHLC. All notices provided to the Contractor to be delivered to Participants on EOHLC's behalf must be done so within one business day unless otherwise stated. This includes, but is not limited to, noncompliance notices, notice of outstanding warrants, notice of adverse action related to CORI, and/or termination notices. Unless otherwise stated, or upon agreement of the Contractor and EOHLC, the notice must be delivered to the specific Participant to whom the notice is addressed.

# B. Shelter Operational Expectations:

The Contractor must promote practices to increase safety and security of families and their children, including, but not limited, to reinforcing the USRs as they relate to unauthorized guests and the supervision of children; sharing guidance on fire safety; providing instructions on accessing resources regarding local criminal activity, including the location of sex offenders; and practicing safe sleep for infants.

#### B1. Intake:

The Contractor offices must be open and must accept and shelter any family referred by EOHLC during the hours of 8:00 AM to 6:00 PM, Monday through Friday, excluding State observed holidays. A staff phone number must be on file with the EOHLC Centralized Placement Unit to facilitate arrangement of placements or to double check room availability.

If a family fails to arrive at the shelter on the designated date, the Contractor must immediately notify the EOHLC Centralized Placement Unit. The Contractor must provide 24-hour on-site staff coverage for congregate facilities with 50 or more families, and 24-hour on-call staff coverage for scattered sites and coshelter units.

Upon a family's arrival, the Contractor's shelter staff must meet with the family to provide food (if needed), determine language and communication preferences, provide general orientation, review shelter rules, rights and responsibilities, emergency procedures, and layout of facility and expectations, and begin assessment of the family's specific housing needs.

The Contractor must ensure the food needs are met for every family in shelter, whether that be through EOHLC-approved subcontractors or vendors. To this end, the Contractor will at a minimum:

- Ensure that families have access to food, including, if necessary, baby formula and/or baby food.
- Provide families with (a) access to adequate kitchen facilities to prepare up to three meals per day, (b) three meals per day, (c) two meals per day with access to adequate kitchen facilities to prepare one meal, or (d) one meal per day with access to kitchen facilities to prepare up to two meals.
- Provide secure food storage in facilities where no meals are provided.
- Provide reasonable accommodation for families with disabilities who have specific disability-related dietary restrictions or disability-related limitations on their ability to utilize otherwise adequate kitchen facilities.

#### **B2.** Shelter Absences:

Families are expected to stay at the shelter nightly in accordance with the USRs, unless the family receives approval from EOHLC for a Temporary Emergency Shelter Interruption (TESI).

All TESI requests must be sent to the Contractor's assigned Regional Director for approval. <u>TESI requests</u> must include supporting documentation<sup>10</sup>.

A family's absence from a shelter beyond 48 hours must be approved by EOHLC. Specific, written prior authorization for an extended absence may be approved for reasons including without limitation: death in family, other-area employment, or in-patient medical treatment.

The Contractor must report any unauthorized absences from shelter to the EOHLC Centralized Placement Unit within 1 business day.

Families should not exit the shelter until the TESI has been confirmed as approved and the notice has been delivered to the Participant head of household.

The Participant may request one extension to a TESI. The extension must be approved prior to the TESI expiration by the Contractor's assigned Regional Director. The Contractor must document the TESI approval in an ETO case note. Upon exit, the Contractor must complete the family exit from the shelter program in ETO within one business day.

It is the responsibility of the Contractor to inform families of the TESI guidelines, clarify the family must receive written approval before exiting, and ensure families understand they must request either an extension or shelter replacement prior to the TESI expiration date.

## B3. Sex Offender Notification and Safety Policy:

The Contractor must follow EOHLC Sex Offender Notification and Safety Policy, which may be amended by EOHLC from time to time, which includes:

- As part of intake with a new EA Family Shelter family, the Contractor is required to review the EOHLC USRs with the family and provide personal and community safety information. This will include information about the possibility that a sex offender(s) may now, or in the future, be present at the shelter site and/or in the building where the shelter site is located. The Contractor must provide the family with the Sex Offender Registry Board (SORB) brochure that provides information on how to access the sex offender's registry online.
- The Contractor shall determine how to conduct conversations with families so as not to further traumatize families who have experienced sexual or domestic violence.
- The Contractor shall post educational safety information that includes how to obtain information on sex offenders in the community. This poster must be accessible in scattered sites and co-shelter units, as well as in a central location at congregate sites.
- If the Contractor receives a referred family from EOHLC that includes a Level II or III sex offender, the Contractor must, within three business days, implement the necessary safety measures to address the safety needs of other shelter Participants and staff. This includes informing EA families in the building of the existence of a sex offender in the building, disclosing the identity of the sex offender to those EA families in accordance with the protocols set forth below, reinforcing the USRs around safety, and providing information on how to obtain information from the SORB. EOHLC defers to the Contractor as to the form of communication they feel best suits the needs of their participants for this notification.
- Before the Contractor discloses the identity of a sex offender to other families, the following protocols must be followed:

<sup>&</sup>lt;sup>10</sup> Please review Housing Stabilization Notice 2016-02, Guidance on Temporary Emergency Shelter Interruptions (TESI) for further guidance: <a href="https://www.mass.gov/doc/housing-stabilization-notice-2016-02-updated-and-revised-tesi-policy/download">https://www.mass.gov/doc/housing-stabilization-notice-2016-02-updated-and-revised-tesi-policy/download</a> (June 13, 2016).

- If the sex offender is a family member in EA, the Contractor must notify the head of the household of plans to share the identity of the family member who is a Level II or III sex offender with other EA families who are sheltered at the same property. The Contractor will also ensure that the family is aware of how and to whom they should report any harassment, violence, threats, abusive language, or intimidation that the family may experience. The Contractor does not have to notify the sex offender if the family is not an EA family member.
  - Before such information is disclosed to a family, each adult member of the family to which such information is disclosed must sign an acknowledgement containing the following provisions: Sex offender registration information shall not be used to commit a crime against an offender or engage in illegal discrimination or harassment of an offender. Any person who uses sex offender registration information for such purpose shall be punished by not more than two and one-half years in a house of correction or by fine of not more than \$1000.00 or both. M.G.L. c. 6, § 178N.
  - Any person who uses the information from the sex offender registration to threaten to commit a crime may be punished by a fine of not more than \$100.00 or by imprisonment for not more than six months. M.G.L. c. 275, § 4.
  - You agree that you have read and understand the statements above. You also acknowledge that you are receiving this information for your own protection or for the protection of a child or another person for whom you have responsibility, care, or custody.
  - In addition to the provisions of state law noted above, the USRs state that any behavior that poses a threat to the health and safety of self, members of the EA family, other Participants, guests, service providers, or shelter staff is prohibited. This includes any acts of physical and sexual violence, threats, abusive language, or intimidation. An EA program Participant who engages in any such behavior is subject to termination.
  - Any physical or electronic posting of information, including posting on the Internet or on Facebook, Twitter, Instagram, or other social media, may be considered illegal harassment and intimidation, which may result in prosecution and/or EA termination.
- Prior to leasing or renewing leases for EA Family Shelter, the Contractor will conduct a SORB on-line search to help identify sex offenders that may be living at the same address and determine if leasing/renewal would be appropriate.
- The Contractor will review the family's safety plan monthly, and reinforce Uniform Shelter Rules that deal with safety issues, including but not limited to parental responsibilities pertaining to arranging babysitting/childcare, care of children while in shelter, curfew, fire safety, violent illegal activity, violent behavior, child abuse and neglect, substance abuse, and having visitors/guests while in shelter. The Contractor will also remind parents of their ability to check the online SORB website or to check with their local police station to get information on any offenders in the community.
- In addition to the notification of procedures described above, the Contractor with EA Family Shelter units within the same building(s) as another Contractor will notify the other Contractor if it determines that there is a sex offender in the building.
- The Contractor under contract with EOHLC to provide EA Family Shelter to EA eligible families are required to have written policies governing personnel hiring protocols, including CORI and SORB screenings.
- The Contractor must have written personnel guidelines that clearly indicate under what circumstances they would consider hiring Level II and III sex offenders. The Contractor must provide these guidelines to EOHLC. At a minimum, these guidelines must specify no employment of a Level II or III sex offender at a site where families are being sheltered.
- The Contractor must formally notify EOHLC prior to a hiring decision if it is contemplating hiring a Level II or III sex offender. EOHLC will instruct the Contractor not to render an employment offer if the applicant will be performing any of the following duties:
  - Providing any services at a site where families are sheltered.

- Providing direct care and support services, which would allow for the potential for unsupervised contact with children.
- Providing transportation services for EA families.
- Performing maintenance in shelter facilities that require direct contact with EA families.

#### B4. Shelter Bed Vacancies and Offline Units:

The Contractor must ensure the ETO/ASIST Bed Registry is up to date in real time. A vacancy is created when an EA family exits the shelter, and the room is available that day. If a room is vacant, but not available that day, the Contractor shall report it as "offline." A room may be reported as "offline" by completing a bed registry exit form noting the expected date when the unit will become available or "active". When a room becomes available, the Contractor must complete a new bed registry exit touchpoint indicating the availability. In either case, when a room is available the Contractor must review the attributes to ensure the description of the unit is accurate, including but not limited, to ADA accessibility features. <sup>11</sup> No vacancies shall be filled or held for a family that has not been referred by EOHLC. All exits must be appropriately reflected in ETO in real time, meaning within one business day.

The Contractor shall immediately notify EOHLC's Centralized Placement Unit when a family moves out of the shelter placement or abandons the shelter placement. A shelter placement is deemed abandoned if the family is absent from the shelter placement, without notice and approval, for more than forty-eight (48) hours.

All offline or otherwise unavailable room/units must be immediately entered into the bed register as "offline" and must note in the bed register any day(s) on which a room/unit remains offline or otherwise unavailable. The Contractor is expected to bring offline rooms/units back online in the shortest amount of time possible.

The Contractor must submit a written request to the EOHLC Placement Director, the Contractor's assigned EOHLC Regional Director, the Contractor's assigned EOHLC Contract Manager and the EOHLC Director of Inspections, and receive written approval by, the EOHLC Director of Inspections (with a copy to the Regional Director, Placement Director and Contract Manager) before any room/unit is taken offline for more than the seven business days. This written request must explain why the unit will not be available and the anticipated duration. This information must be kept current in the bed register.

In extraordinary circumstances, where seven business days are insufficient, the Contractor must submit a written request for further extension to EOHLC's Regional Director, Placement Director, Contract Manager, and Director of Inspections. Extension approvals must be authorized in writing by the Director of Inspections.

Regardless of whether the extension is granted, the Contractor must continue to note in the bed register any day(s) on which a room/unit remains offline.

The Contractor is expected to utilize all available means of reducing costs when a unit is offline for an extended period, including withholding rent on a leased unit when the delay in effecting repairs is the responsibility of the landlord, and maintaining business interruption insurance where appropriate.

The Contractor shall not receive payment in the form of a nightly rate for any rooms/units that are offline more than the seven business days, even if granted an extension approval from EOHLC. The Contractor must provide monthly updates on the status of approved offline units to the EOHLC Regional Director, Placement Director, Contract Manager, and Director of Inspections. Updates should be submitted no later than the 10<sup>th</sup> of the month to allow for reference with the monthly invoice.

<sup>&</sup>lt;sup>11</sup> ADA accessible features may include, but are not limited to, wheelchair access (including elevator and/or no stairs, roll in showers, wide hallways, etc.), no stairs to enter unit (external or internal), first floor unit access, private kitchens, and units without carpet.

If an approved unit remains offline for more than two months, the unit may be released from the Contractor's portfolio. EOHLC may take steps to downward amend this contract in these circumstances. Any replacement of said unit must seek EOHLC approval as a new unit via the <u>Site Proposal form</u>. Exceptions may be granted in the event of extraordinary circumstances if the Contractor seeks prior written approval from their EOHLC Contract Manager. In the event of a granted extension, the Contractor will need to provide an estimated online date.

The Contractor must provide EOHLC with real time, accurate, and up-to-date EA Family Shelter Program Contact Information in ETO/ASIST, to indicate the person responsible for EA unit management including tracking vacancies, off-line units, and occupied units as well as ensuring the correct number of contracted units are reflected in the bed registry. The Contractor must ensure that all families are assigned to a specific unit in ETO/ASIST until the family has exited shelter to allow EOHLC to manage daily vacancy information.

The Contractor must also list accurate unit descriptions and unit addresses in ETO/ASIST at all times. If the Contractor needs to make any changes to the unit description/specifications – such as the addition of carpeting or renovations to make the unit wheelchair accessible – the Contractor must update ETO/ASIST and email EOHLC's Placement Unit to inform them of these changes. Addresses may not be changed as a method of replacing existing units. Any replacement unit must seek EOHLC approval through the <a href="Site Proposal Form">Site Proposal Form</a>. Units may only be brought online after written approval from EOHLC and an approved inspection from the EOHLC Inspections Team.

The Contractor must update unit availability in real time by using the current online / offline process in ETO/ASIST. If a unit cannot shelter a family, by the next business day, the Contractor must document the reason why a unit is unavailable (offline) and the expected date the unit will be available again.

If the Contractor fails to provide EOHLC with the information listed above by the next business day, EOHLC may issue a corrective action plan. If the failure to inform EOHLC about unit availability affects EOHLC's ability to place a family in the unit, EOHLC may also deduct from the Contractor's next payment an amount equal to the daily value of each unit that was inaccurately reported to be available.

Additionally, even if the Contractor has provided EOHLC with the information listed above, if the Contractor keeps a unit offline for more than five consecutive days without receiving approval from EOHLC, EOHLC may issue a corrective action plan and/or deduct from the Contractor's next payment an amount equal to the daily value of each unit that was unavailable multiplied by the number of unavailable days beyond the number authorized by EOHLC.

#### **B5.** Uniform Shelter Rules:

Upon entry into the EA Family Shelter program, all EA Participants will be provided with a copy of the USR to review in full (at the summary level) at the intake orientation. The USRs, and a shorter summary, are available on <a href="the EOHLC website">the EOHLC website</a> in English, Amharic, Arabic, Cape Verdean Creole, Haitian Creole, Portuguese, Somali, and Spanish. If EA Participants need help understanding the rules, the Contractor is expected to provide assistance.

EOHLC's USRs utilize these guiding principles:

- Humane and dignified treatment of families, including maintaining some degree of privacy.
- Health and safety of guests, staff, and community.
- Preservation of families' autonomy and promotion of independent living/self-sufficiency.
- Successful shelter management and program administration.

Shelters may set additional rules for specific situations, including curfews, visitors, housekeeping, safe sleep practices, and parental supervision of children, so long as those rules are not inconsistent with the USRs. Any additional rules are subject to EOHLC approval. All proposed additional shelter rules must be submitted to and approved by the Contract Manager prior to implementation.

As described in EOHLC's USRs, infraction of "house rules" of a shelter shall not be treated as rule violations leading to a possible noncompliance finding or termination of EA Family Shelter benefits.

# B6. Noncompliance

EOHLC's objective is for families to succeed in efforts to become self-sufficient and secure sustainable housing during their EA Family Shelter stay. The Contractor may increase case management services for families that are having trouble with shelter expectations, and/or engaging in behavior that may pose a threat to health and/or safety to the family, other shelter Participants or staff, and/or failing to participate in the activities in their Rehousing Assessment and Plan.

The Contractor must make all efforts to connect the family to community resources for added support. System Navigators may be particularly helpful in meeting any underlying needs that may be contributing to problematic behavior.

If at any point during their shelter stay a member of an EA family makes a request for reasonable accommodation related to any alleged infraction, noncompliance, or termination, the EOHLC Central ADA Coordinator(s) shall be notified, and the Contractor shall act in accordance with EOHLC guidance regarding reasonable accommodation and ADA policies.

For events deemed to be de minimis <sup>12</sup>, have good cause, or were reasonable due to the Participant's approved ADA accommodation, there is no need for action on the part of the Contractor.

Other events are separated into three categories:

- Events that necessitate a Written Warning
  - A Written Warning must be issued and documented in ETO by the Contractor for events that fall into that category. A copy of the EOHLC Written Warning must be provided to the family and recorded in ETO. If there is a subsequent occurrence of the same violation, the Contractor must submit a Noncompliance Request within three business days. During those three days, the Contractor should gather any ADA or good cause requirements and include that information in their submission. To submit Noncompliance Requests to EOHLC, the Contractor must submit the ETO Noncompliance Touchpoint.
- Events that necessitate a Noncompliance Request
  - A Noncompliance Request must be submitted by the Contractor within three business days for events that fall into that category. During those three days, the Contractor should gather any ADA or good cause requirements and include that information in their submission. These may include behaviors that pose a threat to the health and safety of the participant, other Participants and/or staff as well as violations of Uniform Shelter Rules.
- Events that necessitate immediate termination

<sup>&</sup>lt;sup>12</sup> A *de minimis* (minor) violation is defined as a minor or trivial occurrence that does not significantly affect the overall operations, safety, or well-being of Participants engaged with the EA Family Shelter Program. These events are typically low in severity, short in duration, and do not require extensive intervention. These are often temporary disruptions that are easily resolved without causing harm or risk to shelter residents or staff.

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- A termination request must be submitted by the Contractor for events that fall into that category, consistent with the EOHLC policy. These requests must be submitted within one business day. These events include but are not limited to criminal activity, rejecting an opportunity for safe permanent housing without good cause, failure to sign CORI acknowledgement form, failure to complete a Rehousing Assessment every 60 days, or three (3) substantiated Noncompliance Requests. For these events, a Noncompliance Request touchpoint must be submitted in ETO with the termination section fully completed.

The breakdown of which events fall into the above categories can be found on the Provider Portal <a href="here">here</a>. If the Contractor needs additional time to gather relevant information before submission of a noncompliance request or termination, they may contact their assigned EOHLC Noncompliance Coordinator to request additional time in advance.

Families may be terminated for other reasons not administered by the EOHLC noncompliance unit, such as reaching their Length of Stay limit. (Note: the Contractor may not issue a termination of shelter letter to a family without authorization from EOHLC.)

## **B7.** Incident Reporting

Incidents requiring reporting are those that are beyond de minimis activities<sup>12</sup> and are exclusionary of actions determined to have good cause.

The Contractor must maintain and update a log of incidents, including without limitation:

- Detailed information about the Incident (who, what, where, when).
- Date, time, and location of all serious Incidents.
- Calls to emergency services (police, fire, ambulance).
- Any violence, injuries, or deaths.
- Natural disasters.

The Contractor <u>must</u> inform EOHLC of incidents within 24 hours, regardless of whether such allegations would lead to a noncompliance request with respect to a Participant. Failure to do so may result in the issuing of corrective action plans from EOHLC.

Examples of incidents triggering the requirement to submit an Incident Report including, but not limited to:

- Police or fire department involvement including arrests and fires that substantially disrupt families at shelter sites:
- DCF removal of children from parents' custody;
- DV assessments requested due to an event between a couple in shelter;
- Accidents which require admission to hospital;
- Media involvement such as local or national news articles or television coverage of an event;
- Death at the shelter site;
- Fire or natural disaster;
- Bodily harm or threat of bodily harm to a family, Participant, or staff member;
- Instances of activities that threaten the safety and well-being of a family, Participant, or staff member
- Instances of serious and highly contagious infectious diseases that EOHLC is required to report to the Department of Public Health (see DPH Guide to Surveillance, Reporting and Control at <a href="https://www.mass.gov/handbook/guide-to-surveillance-reporting-and-control">https://www.mass.gov/handbook/guide-to-surveillance-reporting-and-control</a>);
- Alleged criminal activity of any kind; or

• Other events which result in a <u>major disruption 13</u> of the EA Family Shelter program.

EOHLC <u>does not need to be notified</u> via the Incident Reporting process of de minimis<sup>10</sup> or good cause events, though the Contractor should log them in their internal records. If the Contractor has any questions about whether an Incident Report is warranted, they should promptly confer with the EOHLC Specialized Family & Supportive Services Manager.

EOHLC seeks to ensure appropriate handling by the Contractor of all incidents. The Contractor shall cooperate with EOHLC in sharing information and responding to requests for further information in a timely manner.

To ensure that the Specialized Family & Supportive Services Manager and designated Intensive Case Manager(s) receive timely notice of the incident, the Contractor must report incidents as follows:

- The Contractor must submit a detailed report via the Incident Reporting form on the provider portal within 24 hours for the EOHLC staff identified above. For further guidance on submitting this form, refer to the Incident Reporting (IR) Provider Job Aid.
- Develop internal protocols regarding serious incidents, including protocols for bringing allegations to the attention of the Contractor's Executive Director immediately. The Contractor's protocol must also specify which staff member(s) will be primarily responsible for reporting incidents to EOHLC if multiple staff members are aware of an incident; it is ultimately the responsibility of the Contractor to ensure that contact is made immediately.
- Details within the submitted Incident Report of all investigation efforts as of the date of the notice. Investigation efforts must, without limitation, attempt to explain the cause of an incident (where the cause is not immediately apparent), all parties involved in the incident, actions taken or that need to be taken to assure the safety of EA families, staff, and the community, and what/if any changes to the Contractor's practices and protocols are warranted relevant to the incident.
- Detail all ongoing and up to date information from the start through the closing of the investigation, reporting back to the Specialized Family & Supportive Services Manager and designated Intensive Case Managers where further investigation (beyond the Incident Report submission) is warranted.
- The Contractor is expected to comply with additional requests for information from EOHLC. Further, the Contractor may revise the submitted Incident Report to include additional details or facts gathered during their investigative process.

If there is a compelling reason why the Contractor cannot complete the preliminary investigation within 24 hours from the occurrence of the incident (for example, due to the need to consult external parties such as DCF or the police), the Contractor must seek approval from the Regional Director and the Specialized Family and Supportive Services Manager for additional time needed (up to 3 business days) to provide the final Incident Report.

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<sup>&</sup>lt;sup>13</sup> Major disruptions are defined as any event that limits further placement or necessitates the transfer of three or more families.

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## B8. Participant Refusal to Leave Shelter after Termination 14

Because a Participant in EA Family Shelter is a licensee, if they are terminated from shelter and they refuse to leave (and all avenues for appeal in both the Division of Hearings (DoH) and/or by a Massachusetts court have been exhausted), the Contractor will generally need to seek judicial permission to remove the family from their shelter site.

The Contractor's attorney can file a motion for Preliminary Injunction, seeking an order that requires the EA Family Shelter Participant to vacate the premises, due to the revocation of the "license" for them to remain at the shelter. This order would function similarly to an execution in an eviction proceeding in that it orders the family to leave. With this document, the police or constable are able to take action to remove a family because there is an order from the court. Otherwise, police and/or constables will likely be reluctant or, more often, refuse to physically remove a family from shelter.

If the Contractor abides by the protocol to exit the Participant family as outlined in this Scope of Service, then EOHLC will continue to remit payment to the Contractor while the terminated family remains in EA Family Shelter. If Contractors do not seek action after one business week from the Participant exit date and the family has not sought legal action to delay exit, EOHLC will reduce the reimbursement rate for the Contractor for all shelter operation components by one or the total current number of non-EA eligible families residing in EA shelter units at that time.

EOHLC attorneys cannot offer legal advice to Contractors or appear on behalf of the Contractor in court. The Contractor is strongly encouraged to obtain their own counsel, especially in matters regarding removal of terminated families. EOHLC Legal is available to speak with counsel should specific questions arise.

## B9. Criminal Background Checks

The review of CORIs is imperative to the overall health and safety of the EA Family Shelter system. Though the vast majority of CORI checks will be completed during the intake process at the time of EOHLC's eligibility determination, the Contractor is required to assist in the gathering of signed CORI consent forms as dictated by EOHLC. Every reasonable effort will be made to anticipate and communicate such changes to the Contractor in a timely manner.

Pursuant to 760 CMR 67.02(11)-(16) and EOHLC's Criminal Offender Record Information Policy for the Emergency Assistance Family Shelter Program (EOHLC's CORI Policy), EOHLC will review all CORIs at intake or as needed while Participants are in shelter and determine any impact on placement. In some circumstances, it may be necessary for the Contractor to provide enhanced oversight for these Participants to ensure the broader health and safety of EA Participants. These additional activities may include, but are not limited to, prohibition against babysitting other Participants' children, referrals to FOR Families, <sup>15</sup> more frequent room inspections, and subsequent additional CORI checks run by EOHLC. EOHLC will directly refer families requiring enhanced oversight to FOR Families, as well as inform the Contractor which families are in need enhanced oversight. EOHLC expects the Contractors' collaboration and cooperation in ensuring the safety of all Participants and adherence to both the regulation and EOHLC's CORI Policy.

<sup>&</sup>lt;sup>14</sup> Termination from shelter means that Emergency Assistance (EA) Shelter program benefits have ceased for the participant, and EOHLC is no longer providing benefits. When benefits have ceased, this means that the licensor and licensee relationship between EOHLC and the participant has ended. In most cases, this means that all avenues of appeals have been exhausted (if the participant chooses to appeal), and the participant has not only received a termination notice but has also received a Notice to Vacate.

<sup>&</sup>lt;sup>15</sup> FOR Families is an existing home visiting program for families transitioning from homelessness to stable housing. More information can be found here: <a href="https://www.mass.gov/info-details/for-families-follow-up-outreach-referral">https://www.mass.gov/info-details/for-families-follow-up-outreach-referral</a>.

In addition, the Contractor is required to gather signed consent forms for any individual who turns 18 while in shelter and notify their Regional Director when the form is signed. EOHLC Regional Directors will provide a monthly report of any additional CORI forms that need to be gathered.

For Participants who refuse to sign the CORI Acknowledgement form, whether at intake or after turning 18 years of age while in shelter, the Contractor must submit a termination request in ETO. As previously stated, EOHLC anticipates this volume to be extremely low as CORI checks will be completed as part of the intake process.

Please be advised that <u>EOHLC's CORI Policy</u> may be updated from time-to-time as needed. EOHLC will ensure Contractors are notified of any changes.

## B10. Length of Stay

To support the administration of EOHLC's Length of Stay policy, the Contractor must fulfill their responsibilities with regards to family notification, case management support, record keeping, communication with EOHLC, and removal of the family from the shelter unit when required. These responsibilities are laid out in EOHLC's guidance on the Length of Stay policy.

## B11. Transfers

From time to time, and for various reasons, Participants may transfer between sites. Requests for transfer may be initiated by the Contractor, either on behalf of themselves or on behalf of the Participant. In addition, Participants who use HHH may request transfers on their own accord. EOHLC may also transfer Participants due to program and/or health and safety needs. Pursuant to 760 CMR 67.06(3)(c), EOHLC will, to the extent practicable, make best efforts to place a family within 20 miles of their home community, unless requested otherwise. In the event this is not possible, the family may request a transfer closer to their declared home community. Refer to Section V B ii of this document for more information on the "20 Mile Declaration." For Participants placed 20 miles outside of their home community, a "20 Mile Declaration" must be submitted in ETO upon entry into shelter. Participants can revise their "20 Mile Declaration" at any time thereafter upon request.

There are two types of transfers -(1) internal, meaning Participants are transferring between sites that are run by the same Contractor or (2) external, meaning Participants are transferring between different Contractors.

For external transfers initiated by the Contractor, the Contractor must fill out the <u>EOHLC External Transfer</u> Request Form. The link is also available on the Provider Portal.

For internal transfers initiated by the Contractor, the Contractor must email <a href="mailto:EOHLCPlacementTeam@mass.gov">EOHLCPlacementTeam@mass.gov</a> for approval of the internal transfer. This email must include the head of household name, the current shelter placement, and the planned future placement. Once approved, the Contractor must fill out an ETO touchpoint to complete the internal transfer.

# V. Record Keeping, Data Collection and Reporting Expectations

## A. Record Keeping:

The Contractor must maintain case files and records related to the EA Family Shelter program on site and/or electronically, which shall be made available to EOHLC for review and approval upon request. The Contractor shall ensure that all Personal Identifying Information (PII) and Personal Health Information (PHI) is stored securely. To ensure privacy, integrity and security of the system and provide families with the best possible

outcomes, the Contractor must ensure that any PII and PHI communicated via email correspondence is done so securely, utilizing the State's Secure Email System. Instructions for the system may be found here: <a href="https://www.mass.gov/doc/dcs-policy-18-101-51-secure-email-setup-instructions/download">https://www.mass.gov/doc/dcs-policy-18-101-51-secure-email-setup-instructions/download</a>. Case files on each family served which shall include, at a minimum:

- Profile information on the family including the name, social security number, age, race (optional), gender of the parent(s), names of children and their ages and gender, local EOHLC office serving the family at the time of admission, date of admission, reasons for homelessness, length of homelessness, the family's income source, veteran's status, and if applicable, date the family left the Contractor's shelter, type of rehousing at exit, the family's new address, and the local EOHLC office serving the family at the time of exit.
- The family's Rehousing Assessment and Plan, which will include all progress reports, and any identified barriers to self-sufficiency.
- Referrals to community resources.
- The Family's signed acknowledgement that they will comply with their Rehousing and Stabilization Plan.
- Notices of Infractions (and/or Noncompliance) of Uniform Shelter Rules.
- Narrative of any conversations of shelter staff with outside agencies regarding the family.
- Signed release(s) of information.
- Case notes of all contact with the family, contractors, subcontractors, EOHLC, outside service providers, and other relevant individuals/agencies detailing progress toward meeting goals and objectives outlined in Rehousing and Stabilization Plan (Case notes must be entered into ETO/ASIST family record).
- Family requests for reasonable accommodation and/or reasonable modification.
- Disability and medical information must not be included in case files. All disability-related information may only be stored securely and separately from client files and in a locked and/or password protected location and shredded at the time of disposal.

Records related to the program, including but not limited to:

- Occupancy rules and regulations for the EA family as well as for staff.
- Grievance procedures and logs.
- City/town occupancy permits, fire inspection and health inspection certificate as required by law.
- A written statement, from either the local board of health or the Department of Public Health, that the facility/unit is compliant with G.L. c. 111, §§ 190-1999 and 105 C.M.R. 460.000, et seq. governing lead paint.
- Log of all Incidents.
- Personnel policies and procedures.
- Personnel records of each employee, including:
  - Statement of job description, including responsibilities, and qualifications.
  - Employee's resume or job application.
  - Copies of CPR and First Aid certification and any other relevant certification.
  - CORI and SORI background checks conducted in accordance with 106 CMR 150.
  - Staff time and attendance records.

## B. Data Collection and Electronic Reporting:

#### i. ETO/ASIST

ETO/ASIST is the standard tool used in reporting, monitoring, and evaluating the performance of all Contractors.

Each day the Contractor shall maintain a system for tracking all families in the shelter and must enter data into ETO/ASIST via Web application. The Contract must also monitor performance each day utilizing the Dashboard feature in ETO/ASIST and at-least run weekly reports to ensure data quality.

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The Contractor must ensure that at least one full-time employee who is trained on and utilizes ETO/ASIST, providing for continuity of reporting, is present during regular working hours Monday through Friday 8:00 am to 6:00 pm (excluding State observed holidays).

The Contractor acknowledges that EOHLC is the owner of all data submitted via ETO/ASIST and has the right to examine and use such data for the purposes of contract compliance, shelter placement, research, and performance improvement.

To ensure privacy, integrity and security of the system and provide families with the best possible outcomes, the Contractor must ensure that any PII and Personal Health Information (PHI) communicated via email correspondence is done so securely, utilizing the State's Secure Email System. Instructions for the system may be found here: <a href="https://www.mass.gov/doc/dcs-policy-18-101-51-secure-email-setup-instructions/download">https://www.mass.gov/doc/dcs-policy-18-101-51-secure-email-setup-instructions/download</a>.

The Contractor must enter and exit families from programs within one business day, ideally on the date of the entrance or exit to ensure the timely reporting to EOHLC of vacancies and occupancy. Further, the Contractor must complete data collection on every EA family member at appropriate collection intervals, such as, at the time of Record Creation/Intake (EOHLC and the Contractor), Program Entry, Updates Annual Assessments, and Program Exit.

The Contractor must submit findings of noncompliance via ETO as needed as outlined in section B6 of this document.

The Contractor must complete documentation in ETO/ASIST reflecting family's progress and compliance with their Rehousing Assessment, Rehousing Plan, and stabilization plan, and record services provided to families.

The Contractor will review and confirm all pending referrals from EOHLC's Placement Unit throughout the course of the business, update the EOHLC Rehousing Assessment every 60 days, update the Rehousing Plan every 30 days, and update the stabilization plan every 30 days.

On a bi-monthly basis, EOHLC will provide the Contractor with written and oral feedback regarding data quality. The Contractor will be provided with a timeline to correct missing data and improve upon data quality. This includes, but is not limited to, exits, units, and reported vacancies.

## ii. Shelter ETO Requirements

Complete the following in ETO/ASIST when shelter needs necessitate or when a Family has exited shelter for any reason (termination, rehousing, external transfer, abandonment, etc.):

- Complete a U.S. Department of Housing and Urban Development (HUD) intake assessment in ETO/ASIST on every member of the family at program entry (this must also be completed annually, at program exit, and when updating as necessary).
- Trigger questions for HUD assessment update must be asked monthly and if updates are reported, HUD assessments must be completed within 5 business days for the applicable household member. The HMIS data is crucial for data matching under the 1115 waiver.
- Document rehousing efforts and meetings utilizing the EA Case Notes. Enter a Rehousing Assessment and Rehousing Plan within 5 business days of shelter entry and update the plan every 30 days and assessment every 60 days, until the family exits shelter.
- Complete "20 Mile Declaration" for Participants placed outside 20 miles of their home community, during the first housing meeting, and whenever a Participant wishes to change their preference. Work with family and ensure that Participant understands the "20 Mile Declaration" and that they can request, and EOHLC will make best efforts, to be transferred within 20 miles of their Home Community.
  - Complete school enrollment information for all school-aged children (ages 5 through 18 years) upon shelter entry, annually, and whenever there is a change in school.

- Update demographics/ personal data of each Participant when needed.
- At the time of exit from shelter, complete the State Exit Information on the head of household for all families exiting shelter, including transfers.

#### iii. Housing Help Hub

EOHLC's Housing Help Hub is a Salesforce-based platform designed to provide better support and services to families in need of EA Family Shelter and to improve operational efficiencies for our staff and partners. HHH is a similar platform to the E2E system used in the Residential Assistance for Families in Transition (RAFT) and HomeBASE programs. While the Contractor will not be expected to work directly in HHH, they may interact with Participants who applied using HHH. Said Participants would have additional functionality available to them via the HHH, including the ability to appeal decisions made on their application, submit transfer requests, request inspections, request the addition of additional family members via a Proposed Additional Adult Household Member (PAAHM), and request a TESI. The Contractor is strongly encouraged to keep up-to-date on what is available in HHH as that will be the most efficient method for enrolled Participants to take these actions. For more information on the HHH, please refer to the Provider Portal.

## VI. Program Integrity

## A. Monitoring and Evaluation of Performance and Contract Compliance:

EOHLC will monitor contract compliance of all terms in this Scope of Services through both desk reviews of information submitted by the Contractor, data checks in ASIST, and scheduled and unannounced on-site reviews. On-site reviews may include, without limitation, family interviews, reviews of issues raised because of desk reviews, and compliance with general contract requirements, as well as other opportunities to receive feedback directly from families served.

If EOHLC determines that the Contractor has failed to perform any material contract requirement(s), EOHLC shall take remedial steps, which may include sanctions, comprising one or more of the following:

- Discussions with the Contractor's executive team regarding EOHLC's concerns related to a failure to meet rehousing performance measures, data entry for rehousing assessments and plans, and general poor performance in expectations of case management and rehousing activities (or other specific areas of this Contract), as outlined in the Scope of Services.
- Discussions with the Contractor's governing board regarding EOHLC's concerns relating to the Contractor deficiencies.
- Written notice to the Contractor documenting the issue and prescribing corrective action plans including milestones and deadlines, as well as consequences of failure to comply with the corrective action plan. A copy of this notice may be sent to the president or chair of the Contractor's governing board.
- Written notice to the Contractor documenting ongoing performance deficiencies or other contract breaches
  and informing the Contractor that a portion of the Contractor's compensation will be retained, in such
  amount(s) as EOHLC determines to be reasonably proportional to the value lost to EOHLC as a result of
  the ongoing failure or contract breach, until such time as the Contractor cures the failure or contract breach
  in the manner set out in the written notice.
- Written notice to the Contractor documenting a material contract breach and informing the Contractor that a portion of the Contractor's compensation will be deducted, as liquidated damages, for the breach. The amount deducted shall be the amount that EOHLC determines to be reasonably proportional to the value lost to EOHLC because of the failure or contract breach. The following are examples of material breaches for which liquidated damages may be deducted:

- If a unit is offline for a period that exceeds the amount of time authorized in writing by the Contract Manager or, where applicable, EOHLC may deduct from the Contractor's next payment an amount equal to the value of the unit(s) impermissibly offline during the pay period, times the aggregate number of impermissibly offline days.

Termination of this contract, withholding or reduction in compensation or payment, reduction in portfolio, or other actions, may be necessary or desirable to EOHLC to correct the Contractor's noncompliance with this contract, including a referral to the Massachusetts Attorney General's Office or Inspector General's Office for further investigation.

## B. Billing and Fiscal Controls:

By the 10th of each billing month, the Contractor shall submit a standardized invoice form to the appropriate Contract Manager for the previous month.

The invoice must have the applicable supporting documentation as directed by the Contract Manager. The Contractor will be notified in writing of any changes or clarification to the forms and documentation required, or procedures to be used, to complete the billing process.

The Contractor shall not be paid for any rooms/units that are offline more than the "offline" period approved by the Director of Family Shelter Services.

The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder that meet the requirements established by EOHLC, which internal policies shall include executive compensation policies and procedures, compliance policies and procedures, conflict of interest policies, code of conduct policies, and internal controls policies that relate to fiscal management (including the performance of at least one independent audit on an annual basis).

The Contractor, and any agency under subcontract with the Contractor having costs chargeable to the Contract, shall maintain an accounting system, financial management system, and supporting fiscal records adequate to audit, and any other records necessary to substantiate the Contractor's claims for payment hereunder. This shall include, without limitation payroll records, accounting records, and purchase orders to document the Contractor's activities under this Contract. In addition, the Contractor, and any agency under subcontract with the Contractor shall otherwise verify that payments and costs meet applicable state requirements. For any checks issued by the Contractor for amounts over \$5,000.00, the Contractor shall require two authorized signatories to sign.

EOHLC shall have the right to monitor and review the Contractor's compliance with this Contract and the adequacy of the Contractor's fiscal and audit records and/or conduct on-site field visits, as EOHLC deems appropriate, at any time during the term of the Contract. EOHLC may determine at any time during the term of the Contract that additional information and/or further action may be required. Upon notice of such determination by EOHLC, the Contractor agrees to promptly provide such information to EOHLC or undertake such further action deemed necessary by EOHLC.

Further, EOHLC reserves the right to secure its own independent audit of the Contractor's records if, in its sole discretion, EOHLC determines that it is necessary for any reason. EOHLC will request a copy of the most recent agency audit as an attachment within the annual program evaluation process.

The Contractor shall ensure the cooperation of its employees and governing board members with all requirements set forth in this Contract relating to any audit, review, or monitoring, whether it is conducted by EOHLC or its authorized representatives or representatives of the Commonwealth of Massachusetts. In the event of any such audit, review, or monitoring, the Contractor shall allow EOHLC and its representatives or

representatives of the Commonwealth of Massachusetts access (both in-person and electronically) to all its books and records pertaining to this Contract.

## C. Fraud, Waste, Abuse and Conflict of Interest:

The Contractor shall maintain and utilize systems and procedures that meet the requirements established by EOHLC to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.

## C1. Conflict of Interest:

The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder. The Contractor shall establish, maintain, and utilize procedures for the prevention, identification, and management of any conflicts of interest that may arise involving any of the Contractor's members, directors, officers, agents, and employees. Such procedures shall include, at minimum, (1) a prohibition on members, officers, directors, or employees of the Contract from soliciting or accepting gifts, gratuities, favors, or anything of monetary value from any applicant, Client, contractor, subcontractor, or potential contractor or subcontractor of the Contractor, and (2) a requirement that members, directors, officers, and employees:

- Disclose to the Contractor's governing board the existence and extent of their interest in or association with any business, agency, or organization that may be the subject of consideration for a contract or grant utilizing funds provided pursuant to this Contract.
- Bring to the attention of the Contractor's governing board any facts or circumstances known to such person that bear upon the fairness of a proposed contract or grant, including any information that the contract or grant would not be in the best interests of the Contractor.
- Abstain from participation in the consideration of any contract or grant award to any business, agency, or organization in which such person has an interest or with which such person is associated.
- Disclose to the Contractor's governing board any other direct or indirect financial interest of such a person or members of his or her immediate family in this Contract; and
- For each member, officer, director, and employees having responsibilities for services provided under this Contract:
  - Disclose to the Contractor's governing board and EOHLC, if such person or any person under their supervision intends to seek any services provided by the Contractor under this Contract; (where available, the person should apply for such services with another organization that is not affiliated with the Contractor); and
  - In no event shall such a person or any person under their supervision participate in any way in the review or approval of their own application for services.

The Contractor shall notify EOHLC of any conflict-of-interest disclosures related to this contract and affirmatively confirm whether such disclosures were appropriately filed with the Contractor's governing board and the Attorney General's Office, if necessary.

Prior to entering a lease for a scattered site or co-shelter unit, the Contractor staff shall review title records at the appropriate Registry of Deeds website (<a href="https://massrods.com">https://massrods.com</a>) to ascertain the identity of the record owner of the property. If the owner of the property is a corporate entity, the Contractor's staff shall review the Secretary of State's corporate database (<a href="MA Corporations Search (state.ma.us">MA Corporations Search (state.ma.us</a>)) to identify whether an employee, member, director or officer has any interest in such corporate entity. If the Contractor's staff has determined that an employee, member, director, or officer of the Contractor (or any related party) is the owner of the unit or has any identifiable interest in such an owner, the Contractor shall not enter such lease unless it is set at a below-market rent and is approved by the Contractor's governing board. For purposes of this contract, a related party includes any spouse, parent, grandparent, sibling, child, or grandchild (natural, step, half, or inlaw) of, or "significant other" cohabiting with, an employee, member, director, or officer of the Contractor.

The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also follow the provisions of M.G.L. c. 268A.

#### C2. Licensure:

The Contractor represents and warrants that as of the effective date, it has, and that always during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.

## C3. Debarment:

The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify EOHLC if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

## D. Confidentiality and Information Security

The Contractor shall take all required measures to protect the security of data it receives, shall ensure that its software and security for the hosted environment meets, at a minimum, the "Enterprise Information Security Policies and Standards" adopted by Massachusetts EOTSS, available at <a href="https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards">https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards</a>, or any successor standards thereto. EOHLC retains sole and exclusive ownership of any, and all Commonwealth data.

The Contractor shall have no rights in or to Commonwealth data other than the limited, non-exclusive and non-transferable right to use such data solely as required for the Contractor to meet its obligations under this Contract or as otherwise outlined in this Contract. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall hold all personal data relating to personnel and Participants of programs supported by this Contract and activities in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form and its Instructions and Contractor Certifications, and applicable state and federal privacy and confidentiality regulations and laws including without limitation, M.G.L. c. 66A, "Massachusetts Fair Information Practices Act."

Pursuant to the requirements of the Standard Contract Form and its Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss.

The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.

The Contractor shall deliver to EOHLC, within 14 days of a written request by EOHLC, such personal data relating to this Contract as EOHLC may request; provided, that the Contractor may keep copies of any personal data delivered to EOHLC; and provided further, that for the purposes of this sentence, the term, "personal data", shall not include the Contractor's personnel records.

## E. Subcontracting or Service Agreements

The Contractor must inform the Contract Manager, at least 14 days in advance absent extenuating circumstances, if they intend to subcontract out for any services or enter into an agreement for any services (i.e. a vendor providing good or a service) above \$100,000. Any subcontracting or service agreement must be approved by EOHLC, in writing, prior to execution. The agreements must include a detailed description of services and budget for EOHLC's review and approval. The Contractor must maintain an up-to-date log of all subcontractors or service agreements for each fiscal year to be provided to the Contract Manager at the annual review.

In addition to the provisions of Section 9 of the Commonwealth Terms and Conditions, the following provisions shall apply to all EOHLC-approved subcontracts and service agreements:

- All subcontractors and service agreements are subject to EOHLC's approval, which may include, but is not
  limited to, reviewing any subcontract or service agreement documents, conflict of interest disclosures, the
  contracts or agreements, or general processes on selection of the contractor or service provider, meeting
  with the perspective subcontractor or service provider, or requiring resumes or verification of background
  checks of key personnel, as required in Section III, D.1.
- All such subcontracts and service agreements, as necessary and applicable, must contain all relevant provisions of this Contract and Commonwealth Terms and Conditions appropriate to the subcontracted service or activity. All terms of such subcontracts must be consistent with the terms and conditions of this Contract. Without limiting the generality of the foregoing, the Contractor must ensure that it complies with all applicable privacy and security provisions with respect to any subcontractor that uses, maintains, discloses, receives, creates, or otherwise obtains personal information.
- The Contractor must obligate in writing all such subcontractors and service agreements, as necessary and
  applicable, to comply with all data privacy and data security commitments undertaken under this Contract,
  including any obligations that the Contractor undertakes under any confidentiality agreements pertaining
  to personal data protected by any state or federal law.
- The Contractor is fully responsible for any subcontractor's or service provider's performance and for meeting all terms and requirements of this Contract. The Contractor will not be relieved of any legal obligation under this Contract, regardless of whether the Contractor subcontracts for performance of any Contract responsibility. Without limiting the generality of the foregoing, the Contractor shall not be relieved of any obligation or condition under this Contract because personal information or other information was in the hands of a subcontractor or service provider.
- The Contractor shall ensure that all subcontractors and service providers hold current and valid licenses necessary to perform their role and comply with all appropriate local, state and federal laws. If requested, the Contractor will provide a copy of those licenses to EOHLC.

#### THE COMMONWEALTH OF MASSACHUSETTS

## **Executive Office of Housing and Livable Communities** Making Opportunity Count, Inc.

## FAMILY SHELTER SERVICES MA contract - OCD8400HS32SHELTR01B Amendment #06

The Contract executed by and between the Executive Office of Housing and Livable Communities ("Department") and the above listed vendor ("Provider"), is amended as follows:

- 1. History -
- This agreement began in FY23 as a maximum obligation contract.
- Beginning in FY24 the contract was changed to be an open order master agreement
- Beginning in FY25 the contract continues as a master agreement but is now entered into MMARS on a vendor specific basis
- The three separate agreements together constitute the entire agreement between the vendor and EOHLC

#### Purpose:

- -Add components and funding amount for 6-month contracts (July-December) for FY26.
- -End date of the master agreement will be 12/31/25.

## 3. Contract Dates of Service:

- Original contract OCD8400HS32SHELTR01A Dates of Service

- 7/1/22 to 6/30/23
- Open Order Master Agreement OCD8400HS32SHELTRMAA Dates of Service
- 7/1/23 to 6/30/24.
- Vendor Specific Master Agreement OCD8400HS32SHELTR01B Dates of Service 7/1/24 to 12/31/25.

#### Compensation:

The FY26 Shelter Congregate and Scattered site units will be \$2,951,458.92.

The FY26 Food total will be \$164.684.84.

The FY26 Direct Care total will be \$2,523,024,49.

The FY26 Case Management total will be \$310,796.57.

The FY26 Housing Search total will be \$0.00.

The FY26 stabilization total will be \$99,658.64.

The FY26 Transportation total will be \$22,546.50.

The FY26 SRI total will be \$208,420.05.

The FY26 Facility Operations will be 0.00.

- The FY26 Estimated Maximum Obligation will be \$6,280,590.01.
- The NEW Multi-Year Estimated Maximum Obligation ending in FY26 will be \$98,774,007.00.

- This agreement has 3 separate contract numbers associated with payments in MMARS -
  - (CT) OCD8400HS32SHELTR01A Original Maximum Obligation Contract
  - (CT) OCD8400HS32SHELTRMAA- Contract was moved to a Master Agreement in FY24
  - (CT) OCD8400HS32SHELTR01B The current Master Agreement continues but beginning in FY25 each vendor has been entered into MMARS using a unique CT number.

#### 5. Forms:

FY26 forms and Scope of Services attached:

All other terms and conditions of the contract remain in full force and effect.

Attachment B - Estimated Annual Budget

Family Shelter MA Services

OCD8400HS32SHELTR01B

Vendor Name: Making Opportunity Count, Inc.

Amendment # 6		BUDGET Fis	scal Year	2	026		
Service - Shelter-Congregate and	Activity Code	<u>Service</u> - Food	Activity Cod	<u>de</u>	_	ervice vilization	Activity Code - STAB
Scattered Units	- ROOM	- Direct Care	- CARE - CASE			nsportation	- TRAN - SRI1
- Shelter-Hotel Units	- ROOM	<ul><li>Case Management</li><li>Housing Search</li></ul>	- HOUS			lity Operations	- N/A

#### Contract Payment Documents and Annual Budget Totals

FY	23	Original Contract #	OCD8400HS32SHELTR01A	Actual = $$4,145,760.65$
FY	24	Annual Budget	OCD8400HS32SHELTRMAA	EST. = \$ 30,935,611.06
FY	25	Estimated Annual Budget	OCD8400HS32SHELTR01B	EST. = \$ 57,412,045.28
FY	26	Estimated Annual Budget	OCD8400HS32SHELTR01B	EST. $= $6,280,590.01$

Estimated Grand Total = \$98,774,007.00

## **RATE BUDGET**

The cost of services will range from: Low Rate - \$1.00 High Rate -\$500.00

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This Contract being a rate contract, the budget includes an estimated annual budget that reflects funding to support the Contractor's current shelter portfolio and associated services (as of the date of the contract execution). The parties acknowledge that the estimated annual budget may be adjusted as needed for the duration of the Contract at the discretion of EOHLC and does not represent a commitment by EOHLC to fund the entire estimated annual budget amount.

Attachment B - Estimated Annual Budget

Family Shelter MA Services

OCD8400HS32SHELTR01B

Vendor Name: Making Opportunity Count, Inc.

Amendment #6

## **BUDGET YEAR - 2026**

Estimated Annual Budget below -					Maximum Obligation = 6,280,590			
Shelter-Congregate and Scattered Units					Unit -			
	Dates of Serv			Rate	Bed Nights Per Year	Estimated Annual Total		
6	07/01/25	to	07/31/25	\$ 98.22	10,323	\$ 1,013,925.06		
6	08/01/25	to	12/31/25	\$ 80.66	24,021	\$ 1,937,533.86		
_		to		\$	7-	\$ 0.00		
Est	imated Annual			Ψ		\$ 2,951,458.92		
Foo		1000			Unit -	ψ <u>=1,5011,10015</u>		
100	Dates of Serv	vice		Rate	Meals	Estimated Annual Total		
6	07/01/25	to	07/31/25	\$ 15.71	9,703	\$ 152,434.13		
6	08/01/25	to	12/31/25	\$ 0.51	24,021	\$ 12,250.71		
0	00/01/23		12/31/23	\$ 0.51	24,021	\$ 0.00		
- Eat	imated Annual	to Total		Ф		\$ <u>164,684.84</u>		
	rect Care	1 Otal			Unit -	\$ <u>104,084.84</u>		
<u> </u>		:		Data	Families Served	Estimated Annual Total		
	Dates of Serv		07/21/05	Rate		Estimated Annual Total		
6	07/01/25	to	07/31/25	\$ 82.30	9,703	\$ 798,556.90 \$ 1,724,467.50		
6	08/01/25	to	12/31/25	\$ 71.79	24,021	\$ 1,724,467.59		
-		to		\$		\$ 0.00		
	imated Annual					\$ <u>2,523,024.49</u>		
Cas	<mark>se Manageme</mark>				Unit -			
	Dates of Serv	<u>vice</u>		<u>Rate</u>	<u>Families Served</u>	Estimated Annual Total		
6	07/01/25	to	07/31/25	\$ 13.34	9,703	\$ 129,438.02		
6	08/01/25	to	12/31/25	\$ 7.55	24,021	\$ 181,358.55		
-		to		\$		\$ 0.00		
Estimated Annual Total						\$ <u>310,796.57</u>		
Ho	using Search				Unit -			
	Dates of Serv	<u>vice</u>		<u>Rate</u>	Families Served	Estimated Annual Total		
6	07/01/25	to	07/31/25	\$	9,703	\$ 0.00		
6	08/01/25	to	12/31/25	\$	24,021	\$ 0.00		
-		to		\$		\$ 0.00		
Est	imated Annual	Total				\$ <u>0.00</u>		
Sta	<u>bilization</u>				Unit -			
	Dates of Serv	vice		<u>Rate</u>	Families Served	Estimated Annual Total		
6	07/01/25	to	07/31/25	\$ 1.73	9,703	\$ 16,786.19		
6	08/01/25	to	12/31/25	\$ 3.45	24,021	\$ 82,872.45		
<b> </b> -		to		\$		\$ 0.00		
Est	imated Annual	<u>Total</u>				\$ <u>99,658.64</u>		
	ansportation							
	Dates of Serv	vice		<u>Rate</u>	Families Served	Estimated Annual Total		
6	07/01/25	to	07/31/25	\$ 1.68	9,703	\$ 16,301.04		
6	08/01/25	to	12/31/25	\$ 0.26	24,021	\$ 6,245.46		
1-	<del>-,</del>	to	,+	\$	<b>,</b> -	\$ 0.00		
Est	imated Annual					\$ <u>22,546.50</u>		
	I-Variable Ra					+ =====================================		
	Dates of Serv			Rates/Units	Service Provided	Estimated Annual Total		
6	07/01/25	to	12/31/25	\$ Variable	SRI Funding	\$ 208,420.05		
<u> </u>	0., 01, 20	to	12, 21, 20	\$	211 1 41141118	\$		
_		to		\$ \$		\$		
1		w		Ψ		Ψ		

<b>Estimate</b>	d Annual Total			\$ <u>208,420.05</u>		
<b>FACILI</b>	TY OPERATIONS-	Variable Rate				
Date	es of Service	Rate/Units	Service Provided	<b>Estimated Annual Total</b>		
-	to	\$ Variable		\$		
-	to	\$		\$		
-	to	\$		\$		
<b>Estimate</b>	d Annual Total			<u>\$ 0.00</u>		



Bid Solicitation: BD-23-1076-OCDDE-HS003-85657

## Responses Due in 3379 Days, 1 Hours, 22 Minutes

## Header Information

**Bid Number:** 

BD-23-1076-OCDDE-HS003-85657 **Description**:

DHCD2023-31 EA

Rolling RFR

Bid

06/30/2032 04:00:00 PM

Date:

Opening

Purchaser:

**Bob Glover** 

Organization:

Department of

Housing and Community

Development

Department:

OCDDEPT01 - Department of

Location:

HS003 - Housing

Housing and Community

Stabilization

Allow

Yes

Development

Fiscal Year:

23

Type Code:

NS - Non-Statewide

Solicitation

Electronic

Quote:

Alternate Id:

DHCD2023-31

Required

03/13/2023

**Available** 

03/13/2023

Date:

04:00:00 PM

**Info Contact:** 

Bid Type:

Date:

**OPEN** 

Adam.Schaffer2@mass.gov

**Informal Bid Flag:** 

Yes

**Purchase Method:** 

Open Market

Pre Bid Conference:

**Bulletin Desc:** 

The Department of Housing and Community Development (DHCD) is soliciting proposals for additional Emergency Assistance (EA) homeless shelter providers. The Emergency Assistance system seeks to make homelessness rare, brief, and non-recurring. Through a combination of increased entries and decreased exits, the EA shelter system is operating near capacity and in need of additional providers to operate new shelter sites.

Ship-to Address:

100 Cambridge Street, Suite 300

Bill-to

100 Cambridge

Print

Boston, MA 02114

Address:

Street, Suite 300 Boston, MA 02114 Format:

US

Email:

US Email:

File Attachments:

Appendix A EA FY 23 Scope of Service~2.pdf

Attachment 1 EA RFR Narrative Response INSERT ORG NAME.docx

Attachment 2 EA RFR Budget INSERT ORG NAME~1.xlsx

Attachment 3 EA RFR Budget Narrative INSERT ORG NAME~1.docx

Attachment 4 Unit Workbook INSERT ORG NAME only required if proposing specific units~1.xlsx

Attachment 5 SDP Form INSERT ORG NAME~1.xlsx Emergency Assistance Open RFR - 2023~2.pdf

during the period of the contract upon completion of the qualification process outlined in the RFR. However, all contracts will not extend beyond 2032 (FY32).

#### 5. Entities Eligible to Use the Resulting Contract

This is a limited user contract, available only for use by the Department of Housing and Community Development.

#### 6. Expected Duration of Contract (Initial Duration and any Options to Renew):

DHCD anticipates issuing one- or two-year renewable contracts from this RFR. Contracts may be renewed, at DHCD's discretion, through June 30, 2032.

DHCD reserves the right to alter contract lengths, up to the Total Maximum Contract Duration.

## 7. Anticipated Expenditures, Funding, or Compensation:

Depending on location, DHCD pays on average \$200 per family per night, whether a unit is vacant or occupied (but not if a unit is unavailable for placement due to repairs or other issue for longer than 5 days). The average family size is 3-4, with 1-2 school-aged children.

The funding for any contract resulting from this procurement is conditioned upon receipt of EA funds through the General Appropriations Act and other supplemental sources.

#### 8. Services to be Delivered

DHCD envisions an Emergency Assistance (EA) shelter system that ensures family homelessness is rare, brief and non-recurring. The agency seeks to continue an intensive focus on rehousing, working with families – even in the currently tight housing market – to move into stable housing. Under this RFR, all shelters will be required to provide four interrelated services – referred to as Components.

Respondents may also propose providing services under a fifth Component – Diversion – which may be offered with or without shelter services. The Components are:

#### 1. Safe Shelter: Providing safe, clean, and well-maintained shelter to familles

Respondents may meet the Safe Shelter Component by:

- a. Indicating an interest in providing shelter services at a shelter site not yet identified
- b. Proposing to provide services at a specific site or sites and completing Attachment 4
- c. Both (a) and (b)

Shelter units are typically apartments in the community or larger buildings with shared bathroom/food facilities. DHCD is generally only interested in units that can accommodate three or more persons.

Providers must ensure all units comply with applicable laws and regulations, including but not limited to: