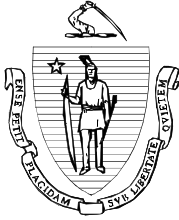


## COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at [macomptroller.org/forms](http://macomptroller.org/forms) or [mass.gov/lists/osd-forms](http://mass.gov/lists/osd-forms).

<b>CONTRACTOR INFORMATION</b>			<b>COMMONWEALTH INFORMATION</b>		
Contractor Legal Name <b>City of Somerville</b>		d/b/a	Department <b>Executive Office of Housing and Community Development</b>		MMARS Code <b>ocd</b>
Legal Address As entered on Form W-9 or Form W-4 <b>93 Highland Avenue Somerville, MA 02143</b>			Contract Manager Name <b>Andrew Kergo</b>		Business Mailing Address <b>100 Cambridge Street, 3rd Floor</b>
Contract Manager Name <b>Bia Moreira</b>			Billing Address If Different		
Phone <b>857-270-3929</b>	Email <b>bmoreira@somervillema.gov</b>	Fax	Phone <b>617-573-1327</b>	Email <b>andrew.kergo@state.ma.us</b>	Fax <b>617-573-1330</b>
Vendor Code <b>vc 6000192138</b>			MMARS Doc ID(s) <b>SCOCD51002668032ERMK</b>		
Vendor Code Address ID <b>AD AD001</b> e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number <b>LEGIS.EXEPT</b>		
<b>NEW CONTRACT</b>			<b>CONTRACT AMENDMENT</b>		
Procurement or Exception Type (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated department.) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, and budget.) <input type="checkbox"/> <b>Department Procurement</b> - Includes all Grants <a href="#">815 CMR 2.00</a> . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, and budget.) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employee Status Form, scope, and budget.) <input type="checkbox"/> <b>Interim Contract with new Contractor</b> (Attach justification for Interim Contract and updated scope/budget.) <input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date <b>PRIOR to Amendment</b> Amendment Amount Or Enter "No Change" <b>Amendment Type (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope, or Budget</b> (Attach updated scope and budget.) <input type="checkbox"/> <b>Interim Contract with Current Contractor</b> (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget.) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope/budget.)		
<b>TERMS AND CONDITIONS</b>					
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions for Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>					
<b>COMPENSATION</b> (Check ONE option.)					
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input checked="" type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <b>Maximum Obligation Contract</b> . Total maximum obligation for total duration of this contract (or new total if contract is being amended): <b>\$200,000.00</b>					
<b>PROMPT PAYMENT DISCOUNTS (PPD)</b>					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See <a href="#">Prompt Pay Discounts Policy</a> . Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within: 10 days    % PPD. 15 days    % PPD. 20 days    % PPD. 30 days    % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> <b>Statutory/legal</b> <input type="checkbox"/> <b>Ready Payments (M.G.L. c. 29, § 23A)</b> <input checked="" type="checkbox"/> <b>Agree to standard 45-day cycle</b> <input type="checkbox"/> <b>Only initial payment</b>					
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT</b>					
Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. <b>\$200,000 shall be expended to the city of Somerville to continue the short-term housing bridge pilot program</b>					
<b>SUPPLIER DIVERSITY PROGRAM (SDP) PLAN</b>					
Does the Supplier Diversity Program apply? <input checked="" type="radio"/> <b>YES</b> If YES, the Contractor's annual SDP commitment for this Contract is <input type="radio"/> <b>NO</b> If NO, and the department is an Executive Department, enter the appropriate exemption: <b>Grant/Award</b>					
<b>ANTICIPATED START DATE</b> (Complete ONE option only.)					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="radio"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="radio"/> 2. may be incurred as of <b>2026</b> , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="radio"/> 3. were incurred as of <b>July 1, 2025</b> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.					
<b>CONTRACT END DATE</b>					
Contract performance shall terminate as of <b>June 30, 2026</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.					
<b>CERTIFICATIONS</b>					
Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.					
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR</b>			<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH</b>		
Signature and date must be captured at time of signature.			Signature and date must be captured at time of signature.		
Signature		Date	Signature		Date
Print Name <b>Katjana Ballantyne</b>		Print Title <b>Mayor</b>	Print Name <b>Jennifer Maddox</b>		Print Title <b>Deputy Secretary</b>



Commonwealth of Massachusetts  
**EXECUTIVE OFFICE OF HOUSING &  
LIVABLE COMMUNITIES**

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

**Settlement & Release Statement of Expenses**

**Contractor Legal Name: City of Somerville**

**MMARS Doc ID: SCOCD51002668032ERMK**

The Executive Office of Housing and Livable Communities (EOHLC) acknowledges that it authorized performance by the vendor prior to the contract execution (latest signature date) of the contract.

EOHLC was unable to have signed contracts in place before the execution date of the agreement due to the complex nature of the program and extended negotiations with the vendor regarding the services to be rendered.

Effective Start Date: 7/1/2025

Services rendered between the effective date and the execution date on the contract include the following expenses:

- **Expense 1 - \$23,000 for rental assistance expenses**
- 

The total cost of the performance between the effective date of this contract and the latest signature date on the contract is **\$23,000.00**.

All funding paid to the vendor for services rendered between the effective date and the latest signed date on the contract 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 Livable Communities (EOHLC)

## Earmark – Statement of Work

<b>Vendor/Grantee:</b>	City of Somerville
<b>State Fiscal Year:</b>	2026
<b>Legislative Language:</b>	that not less than \$200,000 shall be expended to the city of Somerville to continue the short--term housing bridge pilot program established under item 7004--0107 of chapter 140 of the acts of 2024 to facilitate interim housing stability for individuals applying for more affordable permanent housing situations;
<b>Briefly describe work to be completed:</b>	<p>The City of Somerville's Office of Housing Stability will subcontract with the Community Action Agency of Somerville (CAAS) to operate the Short-Term Housing Bridge Pilot Program for older adults at risk of housing displacement. CAAS will provide rental assistance to households with residents age 60+ who earn up to 80% AMI and face eviction due to rent burden, ensuring participants pay no more than 30% of adjusted income toward rent while they secure permanent affordable housing.</p> <p>CAAS will: screen and enroll eligible households meeting statutory criteria (age 60+, income ≤80% AMI, eligible for items 7004-9005 or 7004-9024, at risk of eviction); coordinate rental subsidy payments directly to landlords to maintain housing stability; provide housing search and stabilization services to help participants transition to permanent solutions; and collect comprehensive data on demographics, service utilization, costs per participant, and housing outcomes.</p> <p>The City will partner with EOHLC to support the mandated feasibility study for statewide expansion by documenting pilot outcomes, analyzing cost-effectiveness and potential savings to the Commonwealth, gathering testimony from at least three older adult participants with lived experience (coordinated through Massachusetts Coalition for the Homeless), and developing policy recommendations. All findings will inform the June 30, 2026 legislative report examining program effectiveness and statewide implementation requirements.</p>

<b>Vendor/Grantee:</b>
City of Somerville

Executive Office of Housing & Livable Communities (EOHLC)  
Earmark

<b>VendorNumber:</b>
VC6000192138

<b>Amount of Contract:</b>
\$ 200,000.00

Attachment B Budget

<b>Report/Local Contact Name:</b>
Bia Moreira

<b>MMARS Doc ID/Contract Number:</b>
SCOD51002668032ERMK

<b>Email:</b>	<b>Phone:</b>
<a href="mailto:bmoreira@somervillema.gov">bmoreira@somervillema.gov</a>	857-270-3929

Cost Categories	Budget	Actual Expenditures/Invoice Amounts				Total Expenditures To Date	Remaining
	Grant Period:	Reporting Periods (Service From / Service To Date):					
		7/1/2025-6/30/26					
		FY26					
A.PERSONNEL							
Position: _____						\$ -	\$ -
Salary						\$ -	\$ -
Fringe & Taxes						\$ -	\$ -
Position: _____						\$ -	\$ -
Salary						\$ -	\$ -
Fringe & Taxes						\$ -	\$ -
Position: _____						\$ -	\$ -
Salary						\$ -	\$ -
Fringe & Taxes						\$ -	\$ -
Position: _____						\$ -	\$ -
Salary						\$ -	\$ -
Fringe & Taxes						\$ -	\$ -
Consultants						\$ -	\$ -
Personnel Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.NON-PERSONNEL							
Rent	\$ 200,000.00					\$ -	200,000.00
Utilities						\$ -	\$ -
Telephone						\$ -	\$ -
Consumable Supplies						\$ -	\$ -
Expendable Equipment						\$ -	\$ -
Capital Equipment						\$ -	\$ -
Leased Equipment						\$ -	\$ -
Photocopying						\$ -	\$ -
Outside Printing						\$ -	\$ -
Postage & Mailing						\$ -	\$ -
Advertising						\$ -	\$ -
Travel						\$ -	\$ -
Vehicle Leasing						\$ -	\$ -
Contract Services						\$ -	\$ -
Audit						\$ -	\$ -
Indirect Costs						\$ -	\$ -
Data Processing						\$ -	\$ -
Internet Access						\$ -	\$ -
Other(specify)						\$ -	\$ -
Other(specify)						\$ -	\$ -
Other(specify)						\$ -	\$ -
Non - Personnel Subtotal	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	200,000.00
Total Budget	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00

**FY 2026 Earmark Contract**

**ATTACHMENT A, SCOPE OF SERVICES  
AND ADDITIONAL TERMS & CONDITIONS**

**EARMARK PROGRAM NAME:** City of Somerville

**I. CONTRACT**

This Attachment A, Scope of Services and Additional Terms and Conditions (“Attachment A”), is made and entered into by and between the Contractor and the Massachusetts Executive Office of Housing and Livable Communities (the “Executive Office,” “EOHLC,” or “HLC” which was formerly known as the Department of Housing and Community Development), (collectively, the “Parties”).

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

- A.** This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor’s Statement of Work and Budget, as approved by EOHLC, (respectively, “Statement of Work” and “Budget”) are incorporated herein and attached hereto as Exhibits.
- B.** This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
- C.** This Contract represents the entire agreement between the Contractor and EOHLC, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- D.** If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

**II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS**

The Contractor shall receive FY 2026 earmark funding for a one-time grant that the Contractor will use to provide services in accordance with the terms of the state legislative line item, the attached Statement of Work and Budget, the terms of this Contract, any subsequent Contract amendments.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended.

The Contractor may subcontract with any other entity for the purpose of providing these services, as provided in this Contract and in Provision 9 of the Commonwealth Terms and Conditions.

### **III. ADDITIONAL TERMS AND CONDITIONS**

#### **A. Reporting Responsibilities of the Contractor**

1. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
2. The Contractor must submit requests for time extensions for the submission of any reports or data in writing to EOHLC for approval or disapproval prior to the passing of the deadline. Such requests should explain the reason for the delay and specify the new deadline for the submission of the report or data. EOHLC may grant such requests in writing.
3. Within five business days of receipt, the Contractor shall provide EOHLC with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (“OIG”) and/or the Office of the State Auditor. Such reports or communications may be provided by email to the EOHLC program manager.
4. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor’s ability to perform its obligations hereunder, the Contractor shall notify EOHLC of such action and deliver copies of such pleadings to EOHLC. For example, such pleadings may include a complaint filed with a court or administrative agency involving the use of the Contract funds, or charges or complaints filed with a court or administrative agency naming key Contractor staff or board members. Such reports or communications may be provided by email to the EOHLC program manager.
5. The Contractor will submit any other reports or information requested by EOHLC by the due date specified in EOHLC’s request. The Contractor shall promptly make available to EOHLC or to an auditor or contractor approved by EOHLC such material information regarding the Contractor’s activities as may be requested by EOHLC.

#### **B. Payment Mechanism, Fiscal Obligations, and Prior Approvals**

EOHLC agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

- a. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, the provisions of the Commonwealth Terms and Conditions, and the applicable provisions of the OMB Circulars. In accordance with 815 CMR 2.00 and state finance law, EOHLC is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by EOHLC.
- b. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by EOHLC, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.
- c. The Contractor shall initiate any requests for payment by cost reimbursement by submitting a written request to EOHLC in such form as EOHLC may specify. By submitting such a written request for payment by cost reimbursement, the Contractor represents that in accordance with the Contract, including the Contractor's Statement of Work and Budget, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

In addition to the Contractor's written request, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

The request for cost reimbursement shall be submitted electronically to the attention of:

Andrew Kergo  
Executive Office of Housing and Livable Communities  
Andrew.Kergo@mass.gov

Nausheen Khan  
Executive Office of Housing and Livable Communities  
Nausheen.khan@mass.gov

- d. The Contractor may transfer funds among the line items in the Personnel or Non-Personnel categories in the Budget, so long as the total of all item transfers does not change either the Personnel or Non-Personnel total by more than 10%. No amendment to the Contract shall be required for such change, and no advance permission from EOHLC will be required for such change. The Contractor shall notify EOHLC of such change, in writing, within 30 days after such change.
- e. Prior EOHLC approval is required for changes to the Budget other than those described in Section III.B.d. above. Budget Amendment requests for these changes shall be made in writing, submitted by the Contractor's Executive Director or other authorized person to EOHLC. EOHLC shall approve or disapprove of the requested change within 20 days of receipt thereof, and shall send all approvals or disapprovals in writing to the Contractor's Executive Director. No amendment which affects the total grant amount shall be effective unless filed at the Massachusetts Office of the Comptroller.
- f. Changes in the Contractor's Statement of Work that are not substantial may be authorized by EOHLC, in writing, without the requirement of an amendment to this Contract.
- g. By no later than July 31, 2026, the Contractor shall submit the final written request for payment by cost reimbursement, reflecting any Contract expenses and services that were incurred through June 30, 2026, and setting out and reconciling the expenditures for the entire Contract period. With the submission of the final written request for payment by cost reimbursement, the Contractor shall return to EOHLC any unexpended funds.

#### **C. Audit or Financial Review**

EOHLC reserves the right under this Contract to secure its own independent audit or financial review of the Contractor's records if, in its sole discretion, EOHLC determines that it is necessary for any reason.

#### **D. Monitoring**

EOHLC may monitor the Contractor's compliance with the Contract. The Contractor shall allow EOHLC and its representatives access to all of its books and records pertaining to this Contract.

#### **E. Conflict of Interest, Licensure, and Debarment**

1. 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.



2. 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 be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times 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.
4. 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.

#### **F. Enforcement, Suspension, and Termination**

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and EOHLC, and not to any third party.
2. EOHLC may utilize increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.
4. EOHLC may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from EOHLC, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

## **G. Non-Discrimination In The Provision of Services**

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of any basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

## **H. Confidentiality**

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. 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 Contract supported personnel and applicants or recipients of Contract supported programs 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;" M.G.L. c. 93H, Security Breaches; 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth. The Contractor shall take all required measures to protect the security of personal data it receives, and shall ensure that its software and security meets, at a minimum, the "Enterprise Information Security Policies and Standards" adopted by the Massachusetts Executive Office of Technology Services and Security ("EOTSS"), available at <https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>, or any successor standards thereto.
3. 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.

4. 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.
5. The Contractor shall deliver to EOHLC, within 14 days of a written request by EOHLC following termination of this Contract, 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.

**I. Fraud, Waste, and Abuse**

The Contractor shall maintain and utilize systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.

**J. Prohibited Uses of Contract Funds**

The Contractor may not use the Contract funds to pursue lawsuits or complaints against the Commonwealth, EOHLC, the state quasi-public housing agencies, or the regional administering agencies, local administering agencies, or local housing authorities that EOHLC contracts with.

# Acts (2025)

## Chapter 9

### **AN ACT MAKING APPROPRIATIONS FOR THE FISCAL YEAR 2026 FOR THE MAINTENANCE OF THE DEPARTMENTS, BOARDS, COMMISSIONS, INSTITUTIONS AND CERTAIN ACTIVITIES OF THE COMMONWEALTH, FOR INTEREST, SINKING FUND AND SERIAL BOND REQUIREMENTS, AND FOR CERTAIN PERMANENT IMPROVEMENTS**

*Whereas*, The deferred operation of this act would tend to defeat its purpose, which is immediately to make appropriations for the fiscal year beginning July 1, 2025, and to make certain changes in law, each of which is immediately necessary or appropriate to effectuate said appropriations or for other important public purposes, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

SECTION 1. To provide for the operations of the several departments, boards, commissions and institutions of the commonwealth and other services of the commonwealth and for certain permanent improvements and to meet certain requirements of law, the sums set forth in this act, for the several purposes and subject to the conditions specified, are hereby appropriated from the General Fund unless specifically designated otherwise, subject to the laws regulating the disbursement of public funds and the approval thereof for the fiscal year ending June 30, 2026. All sums appropriated under this act, including supplemental and deficiency budgets, shall be expended in a manner reflecting and encouraging a policy of nondiscrimination and equal opportunity for members of minority groups, women and persons with a disability. All officials and employees of an agency, board, department, commission or division receiving funds under this act shall take affirmative steps to ensure equality of opportunity in the internal affairs of state government and in their relations with the public, including those persons and organizations doing business with the commonwealth. Each agency, board, department, commission and division of the commonwealth, in spending appropriated sums and discharging its statutory responsibilities, shall adopt measures to ensure equal opportunity in the areas of hiring, promotion, demotion or transfer, recruitment, layoff or termination, rates of compensation, in-service or apprenticeship training programs and all other terms and conditions of employment.

SECTION 1A. In accordance with Articles LXIII and CVII of the Articles of Amendment to the Constitution of the Commonwealth and section 6D of chapter 29 of the General Laws, it is hereby declared that the amounts of revenue set forth in this section, by source, for the respective funds of the commonwealth for the fiscal year ending June 30, 2026 are necessary and sufficient to provide the means to defray the appropriations and expenditures from such funds for fiscal year 2026 as set forth and authorized in this act. The comptroller shall keep a distinct account of actual receipts from each such source by each such fund to furnish the executive office for administration and finance and the house and senate committees on ways and means with quarterly statements comparing those receipts with the projected receipts set forth in this section and shall include a full statement comparing the actual and projected receipts in the annual report for fiscal year 2026 pursuant to section 12 of chapter 7A of the General Laws. The quarterly and annual reports shall also include detailed statements of any other sources of revenue for the budgeted funds in addition to those specified in this section.

#### **7004-0107 Local Housing Programs Earmarks**

For the administration of local housing programs; provided, that not less than \$5,000 shall be expended for necessary repairs within the Hanson Housing Authority in the town of Hanson; provided further, that not less than \$15,000 shall be expended for necessary repairs within the Norwell Housing Authority in the town of Norwell; provided further, that not less than \$125,000 shall be expended for the Friendly House, Inc. in the city of Worcester; provided further, that not less than \$50,000 shall be expended for the Quinsigamond Community Village Center in the city of Worcester; provided further, that not less than \$50,000 shall be expended to the Greater Lawrence Community Action Council, Inc. to support the Heal Lawrence program in providing critical emergency relocation assistance, comprehensive stabilization services and proactive community education for families displaced by fires and other residential emergencies in the city of Lawrence with services including short--term housing placement, referrals to community--based resources and outreach that fosters public awareness and resilience across impacted neighborhoods; provided further, that not less than \$20,000 shall be expended to the city of Somerville for staffing and administration costs to continue their housing bridge pilot program to facilitate interim housing stability for individuals applying for a more affordable permanent housing situation; provided further, that not less than \$60,000 shall be expended to NBCAC (Northern Bristol County Assistance Collaborative) for costs associated with the construction of low--to--mid income housing dedicated to seniors; provided further, that not less than \$50,000 shall be expended to Housing Families Homeless Children program in Malden; provided further, that not less than \$100,000 shall be made available to the Housing Assistance Corporation for the development of housing and project feasibility studies to expedite the creation of more year--round housing, and for technical assistance to homeowners who are building new accessory dwelling units for year--round rentals; provided further, that not less than \$100,000 shall be expended to Quincy Community Action Programs, Inc. for homelessness prevention services; provided further, that not less than \$90,000 shall be expended to Pathway to Possible, Inc. in the city of Newton to provide housing, support and advocacy for people with cognitive and developmental disabilities; provided further, that not less than \$45,000 shall be expended for Newton At Home, Inc. to provide financial assistance to qualifying seniors in the city of Newton; provided further, that not less than \$55,000 shall be expended for Welcome Home, Inc. in the city of Newton for its home goods pantry; provided further, that not less than \$150,000 shall be expended for the Jewish Alliance for Law and Social Action, Inc. for outreach related to and the operation of its confronting the history of housing discrimination curriculum and for the development of additional curriculum units; provided further, that not less than \$150,000 shall be expended to Compass Working

Capital, Inc. to support the expansion of the Family Self--Sufficiency program to eligible households in the greater Boston area; provided further, that not less than \$25,000 shall be expended to the Volunteers of America of Massachusetts, Inc. for its Plymouth Area Veterans Center to support a planning study on veteran housing; provided further, that not less than \$25,000 shall be expended to Belonging to Each Other, Inc. in the town of Falmouth to support those experiencing homelessness in their transition to stable housing by providing temporary cold--weather housing and year--round compassionate, supportive services; provided further, that not less than \$75,000 shall be expended to maintain patient safety and security at the Community Day Center of Waltham, Inc.; provided further, that not less than \$80,000 shall be expended to W.A.T.C.H., Inc. to support staffing and its programs to prevent evictions; provided further, that not less than \$450,000 shall be expended to Father Bill's & MainSpring, Inc., the Western Massachusetts Network to End Homelessness and Central Massachusetts Housing Alliance, Inc. for ongoing coordination and collaboration to prevent and end homelessness and a pilot program to identify and create regional solutions to reduce the number of families needing shelter; provided further, that said entities shall meet quarterly with the secretary of housing and livable communities, the chair of the senate committee on ways and means, the chair of the house committee on ways and means and the house and senate chairs of the joint committee on housing to report on ongoing efforts, including, but not limited to: (i) identifying root causes of homelessness; (ii) identifying gaps in services and barriers to housing stability; (iii) identifying early intervention opportunities; and (iv) collating and analyzing data that informs proposed recommendations for reform; provided further, that not less than \$75,000 shall be expended to Community Teamwork Inc. to administer a program for emergency needs for families in crisis; provided further, that not less than \$100,000 shall be expended to the Boston Housing Authority to support housing and relocation services associated with the Bunker Hill housing redevelopment in the Charlestown section of the city of Boston; provided further, that not less than \$50,000 shall be expended for Crossroads Family Shelter in the East Boston section of the city of Boston to provide mental health, substance use and clinical recovery services for those impacted by family homelessness; provided further, that not less than \$50,000 shall be expended to North End Housing Initiative, Inc. to promote equitable access to safe, affordable housing; provided further, that not less than \$300,000 shall be expended as a grant to the Lynn Housing Authority to provide housing stabilization services and information and referral services to households who face significant barriers to sustaining housing, including, but not limited to, those who are currently or previously have been served with: (i) residential assistance payments under item 7004--9316; or (ii) emergency rental assistance and other services under the state 2019 novel coronavirus eviction diversion initiative; provided further, that not less than \$100,000 shall be expended to the Brockton Housing Authority

for the redevelopment of the Campello High Rise located in the city of Brockton; provided further, that not less than \$75,000 shall be expended for SouthCoast Fair Housing, Inc. to promote equitable access to safe, affordable housing for all residents throughout Bristol and Plymouth counties; provided further, that not less than \$200,000 shall be expended to the city of Somerville to continue the short--term housing bridge pilot program established under item 7004--0107 of [chapter 140 of the acts of 2024](#) to facilitate interim housing stability for individuals applying for more affordable permanent housing situations; provided further, that eligibility for the pilot program shall include households with individuals: (i) age 60 or older residing in the city of Somerville, who are otherwise eligible for housing under item 7004--9005 or item 7004--9024; (ii) with incomes not more than 80 per cent of the area median income; and (iii) at risk of eviction due to their inability to consistently pay rent; provided further, that households participating in the pilot program shall not, while receiving such assistance, be required to pay more than 30 per cent of their monthly adjusted income for rent; provided further, that the executive office of housing and livable communities shall conduct a study to examine the feasibility and benefits of expanding the short--term housing bridge pilot program statewide; provided further, that not later than June 30, 2026, the executive office of housing and livable communities, in consultation with the executive office of aging and independence, the city of Somerville, Massachusetts Coalition for the Homeless, Inc., and the Aging Services Access Points, shall submit a report on the outcomes of the study to the joint committee on aging and independence, the joint committee on housing and the house and senate committees on ways and means that shall include, but not be limited to: (a) the number of people served by the program, including available demographic information; (b) the average cost per participant; (c) whether participants have previously received services from the executive office; (d) the length of time participants utilize services before being able to access permanent housing solutions; (e) any projected cost--savings to the commonwealth associated with this program; (f) any policy or legislative recommendations to implement the program statewide or support housing stability for those eligible for the program; (g) the projected costs of implementing the program statewide; (h) any projected cost--savings of implementing the program statewide; and (i) testimony and recommendations from at least 3 older adults who have experienced housing instability or homelessness who shall be chosen by Massachusetts Coalition for the Homeless, Inc.; provided further, that not less than \$75,000 shall be expended to Action for Boston Community Development, Inc. for its mobile homeless outreach team for service in the cities of Everett, Malden and Medford; provided further, that not less than \$75,000 shall be expended for the Community Action Agency of Somerville, Inc. for tenant rights education and advocacy; provided further, that not less than \$500,000 shall be expended for the Saving Towards Affordable and Sustainable Homeownership program administered by Massachusetts Affordable

Housing Alliance, Inc. to provide a matched--savings program, financial literacy and homebuyer education for long--term home ownership stability and to assist first--generation homebuyers in a regionally equitable manner to benefit communities throughout the commonwealth; provided further, that not less than \$150,000 shall be expended to The Builder Coalition, Inc. to advance efforts to meet the commonwealth's housing production and affordable housing goals by providing support and training to enable emerging local developers to meet construction and community standards and needs; provided further, that not less than \$50,000 shall be expended to the city of Revere to create a pilot program for grants of not less than \$5,000 directed to eligible first--time homebuyers who have lived in a jurisdiction selected by the city for not less than 18 months; provided further, that not less than \$304,000 shall be expended to the city of Fitchburg for downtown housing development; provided further, that not less than \$50,000 shall be expended to the Martha's Vineyard commission to conduct a feasibility study to determine a permanent location for Martha's Vineyard shelter services; provided further, that not less than \$100,000 shall be provided to We Reach, Inc. to expand its workforce development and apprenticeship training programs and provided further, that not less than \$25,000 shall be expended to the Center for Human Development, Incorporated for a grant to the Western Massachusetts Network to End Homelessness to support housing stability and homelessness prevention programs.....\$3,999,000