

Executive Office of Housing and Livable Communities
Individual Homelessness System Scope of Services

Attachment A, Scope of Services and Additional Terms and Conditions

I. Contract

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:

1. This Attachment A, System Scope of Services and Additional Terms and Conditions (“Scope of Services”) is attached to and made a part of the Commonwealth of Massachusetts Standard Contract Form. The Commonwealth Terms and Conditions and the Individual Homelessness System Program Appendix/Appendices (“Program Appendix”), as approved by the Department, is/are incorporated herein and attached hereto as Exhibits.
2. The Contractor’s budget for this Contract, as approved by EOHLC, is attached hereto and made a part hereof as Attachment B (“Approved Budget”).
3. This Scope of Services, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
4. 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.
5. 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.
6. Definitions. Capitalized terms used in this Scope of Services and attached Program Appendix have the meanings set forth in section titled “Section VII. Definitions” below.

II. Scope of Services and Compliance with Laws

1. Scope of Services. The Contractor shall receive funds under this Contract to provide services in accordance with the terms of this Scope of Services and attached Program Appendix, the terms of this Contract, and any subsequent Contract amendments.
2. Compliance with Laws. The Contractor shall carry out its activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive requirements, 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 approved by EOHLC in writing, and as provided in this Contract and in Provision 9 of the Commonwealth Terms and Conditions.
3. Compliance with requirements for other sources of funding. The Contractor shall notify EOHLC if the Contractor determines that it may not be able to meet the requirements this Scope of Services due to requirements for other sources of public funding for the Contractor’s services. The Contractor shall meet with EOHLC to determine actions necessary to modify the Contractor’s implementation of its services and to carry out the agreed-upon modifications in a timely matter.

III. Service Elements and Service Delivery

1. Services. The Contractor shall provide all services funded under this Contract consistent with the general requirements identified in this Scope of Services and the program-specific requirements identified in the attached Program Appendix. Clients shall not be charged any fees or rent that are not approved by EOHLC or otherwise permitted under this Contract for any services provided under this Contract.
2. Capacity Changes. The Contractor shall immediately notify EOHLC of any anticipated changes in the capacity, as specified in the Commonwealth of Massachusetts Standard Contract Form, of each program funded under this Contract. If the capacity is reduced due to circumstances beyond the Contractor's control, the Contractor shall notify EOHLC no later than one (1) business day after such reduction occurs.
3. Access to Public Transportation. For any Facility or unit operated by the Contractor that is in an area where public transportation is not easily accessible, the Contractor must provide its Clients with access to public transportation unless otherwise approved by EOHLC.
4. Stabilization Services. The Contractor shall provide or refer its Clients to the program-specific stabilization services identified in each Program Appendix. Such services must be coordinated with and consented by the Client. A Client's participation in stabilization services shall not be required for admission or continued participation in any programs funded under this Contract unless approved by EOHLC or otherwise permitted under this Contract.
5. Cash and Gift Cards. The contractor shall not provide cash, checks, or gift cards directly to program participants. Client assistance may be provided, if appropriately included in the contract budget, by purchasing the good or service needed on behalf of the client.

IV. Client Profile

1. Eligible Clients.
 - a. Homeless Households who have not violated the Contractor's program rules and the rights of the other Clients shall be eligible to be served by the programs funded in this Contract ((other than Diversion / Triage, Rapid Rehousing (RRH) and Permanent Supportive Housing (PSH) Programs)).
 - b. For RRH and PSH Programs only - Clients must be Literally Homeless Households at intake and, following initial occupancy, must remain in compliance with the conditions of their RRH or PSH Program lease or occupancy agreement. For Triage / Diversion Programs only – Homeless Households and other households without children that, but for the program's assistance, will enter shelter.
2. Restrictions on Eligibility. Unless EOHLC has otherwise permitted in writing for the purpose of serving particular vulnerable populations, the Contractor shall not impose the any of the following restrictions on Client eligibility:
 - a. Community of origin or lack of ties to the community in which the Contractor's Facility is located;
 - b. Any basis prohibited by federal or state law, including but not limited to, race, ethnicity, religion or creed, ancestry, gender (except for gender specific facilities with shared bathrooms), gender identity or expression, sexual orientation, age (except persons under 18 years of age), physical or mental disability, veteran status, and citizenship;
 - c. Use of an assistance animal (see <https://www.mass.gov/service-details/about-service-and-assistance-animals>). See [Section V.15](#) below;
 - d. History of substance use disorder, mental health disorder, or length of time the Client has been sober or drug-free;
 - e. Use of legal or prescribed medication, including but not limited to, opiates, oxygen, and

- benzodiazepines;
- f. Being under the influence of drugs or alcohol as long as the Client is not medically at risk/danger. Those Clients whose intoxication is so severe as to place them in medical danger should instead be referred to emergency medical services. EOHLC, in its sole discretion, may grant an exception if it finds that the community served by the Contractor's facility has sufficient access to facilities for persons under the drugs or alcohol. In considering the Contractor's request, EOHLC may perform an analysis of need and consult with municipal and community partners, including other providers who operate facilities similar to the Contractor's. Requests for exceptions must be made in writing to the EOHLC.
 - g. Results of any drug or alcohol test. Testing for drug or alcohol use is strongly discouraged since the results will have no bearing on whether a person is admitted or allowed to remain, aside from Projects excepted in Section IV.2.f above;
 - h. Criminal history (except as provided by state law);
 - i. Being a victim or having a history of being a victim of domestic violence, dating violence, sexual assault, or stalking;
 - j. Behavioral issues occurring away from the Contractor's Facility (except those issues that directly impact the safety of other Clients or the Contractor's staff);
 - k. For the Emergency Individual Shelter, Day Shelter, PSH, and Street Outreach Programs, number of nights the Client has already been served by the Contractor;
 - l. For the Food Program only, the number of meals already served by the Contractor;
 - m. For the RRH Program, the length of time already served by the Contractor;
 - n. Refusal of services or noncompliance with a service plan, if applicable; or
 - o. Affiliation with any persons described in this list.

Restrictions on eligibility related to criminal history by the owner of the property in which the project is operating shall not be considered noncompliance with the scope. Project operating in current compliance with this clause shall not be granted exceptions to move to a site that would then restrict otherwise eligible persons .

V. General Program Specifications

1. Intake and Admission.

- a. The Contractor shall admit all eligible Homeless Households and Literally Homeless Households, as applicable, whom the Contractor has the capacity to serve, into the programs funded under this Contract.
- b. The Contractor must establish and maintain written guidelines for determining eligibility for the programs funded under this Contract. Such eligibility guidelines, and changes thereto, shall be consistent with the terms of this Contract and must include information on non-discrimination, harassment, and reasonable accommodations for persons with disabilities, and must be approved by EOHLC in advance.

2. Client Rules and Regulations.

- a. At the time of intake, the Contractor shall inform each Client of the applicable program's participation/occupancy rules, which must state the conditions under which a Client may be refused services or terminated from the Contractor's program. The rules must, at a minimum, address substance abuse (including alcohol), Client abuse, sexual harassment, illegal activities, possession of weapons, searching of personal belongings or sleeping areas, and access to the Facility by the police department. In addition, the Contractor must establish a policy on Clients'

rights and responsibilities. A copy of such rights and responsibilities shall be given to each Client and posted in a conspicuous location if the project is in a congregate Facility. All policies rules, and regulations, and changes thereto, must be approved by EOHLC in advance.

- b. At the time of intake, the Contractor shall inform all Clients of its program's grievance procedure, which shall include but not be limited to, the right to timely decisions on terminations, the right to appeal decisions made by the Contractor's staff and its procedures, the right to contact the Clients Rights Officer and the EOHLC Contract manager (including their phone number). All grievance procedures, and changes thereto, must be approved by EOHLC in advance.
3. Staff Rules and Regulations. A written set of rules and regulations governing the behavior of staff must be given to each of the Contractor's employees. These rules and regulations must, at minimum, address substance abuse (including alcohol), Client abuse, harassment, illegal activities, possession of weapons, and access to the Facility by the police department. The staff rules and regulations, and any changes thereto, must be approved by EOHLC in advance.
4. Serious Incidents. The Contractor shall maintain a log of serious incidents/problems (including the event's date and time), which must include but not be limited to, incidents involving calls for police, fire, or ambulatory services; accidents; injuries; or, deaths which occur in the facilities and units operated by the Contractor. In addition to being entered into the log, each of the following serious incidents must be reported to EOHLC within two (2) business days of the incident: this could include, but is not limited to fire, bodily harm or threat of bodily harm to a client or staff member and accidents which require hospitalization, death, and criminal activity that threatens the health, safety, and/or security of Clients (including themselves) or Staff. Incidents resulting in an interruption in services must be reported as quickly as possible but not more than 12 hours from the incident. Reports may be filed by completing the online [Incident Reporting Form](#).
5. Health and Safety. In consultation with EOHLC and local boards of health, the Contractor shall follow all guidance of the Center for Disease Control and the Massachusetts Department of Public Health with regard to minimizing the transmission of disease.
6. Subcontracting. No significant portion of the services to be rendered by the Contractor pursuant to this Contract shall be subcontracted to any other person or entity without the prior written consent of EOHLC, which shall not be unreasonably withheld or delayed. The Contractor shall be responsible to EOHLC for the performance of said subcontractor. Execution of this Contract shall satisfy the requirement of written approval if the subcontractor and its services are identified in this Contract.
7. Staffing.
 - a. The Contractor shall adequately staff the programs funded under this Contract in order to perform all of the Contractor's obligations under this Contract.
 - b. The Contractor shall staff its facilities during all approved hours of operation and must assign one female staff member to be on duty at all times a Client self-identifying as female is present in the Contractor's Facility. The Contractor may request EOHLC's approval of an exception to the female staff requirement in writing, which must explain the reasons for the request and the contingency plans in the event female staff presence is needed. EOHLC may grant such approval in writing.
 - c. Staffing levels in overnight congregate facilities must be sufficient to support visual observation of each participant during the overnight hours. Observations must occur no less than every 30 minutes.
 - d. At least one person who is certified in first aid, naloxone administration, and CPR must be present in the Contractor's Facility during all hours of operation.
 - e. The Contractor shall notify EOHLC when its director will be absent from the Facility for at least three weeks and shall identify the person(s) who will be acting in their place.
 - f. The Contractor shall designate at least one member of its staff as its Clients Rights Officer.

- g. There must be at least one ServSafe certified person assigned to each Facility operated by the Contractor in which food is prepared onsite.
- h. The Contractor shall ensure all staff have completed a CORI/SORI
- 8. Facilities and Units Operated by the Contractor. All facilities and units operated by the Contractor pursuant to this Contract must meet all applicable health and safety codes and state and local licensing and occupancy requirements. The Contractor's facilities must have a written evacuation plan clearly posted on each floor, which plan must include a list of emergency telephone numbers (police, fire, ambulance, etc.). Emergency exits must be clearly marked.
- 9. Meal Preparation and Food Storage. In all Transitional Housing, and Permanent Housing facilities operated by the Contractor, the Facility shall include space for meal preparation and food storage for Clients.
- 10. Fire Drills. The Contractor must perform an unscheduled fire drill on at least a quarterly basis in all of the facilities operated by the Contractor. The Contractor must maintain a log of each fire drill, which identifies the day and time that each fire drill was held. Clients must be informed of the Facility's fire drill procedures.
- 11. First Aid Kits. The Contractor must make fully equipped first aid kits available and accessible to all staff in congregate facilities or those conducting outreach. The first aid kit must contain naloxone.
- 12. Medicines. The Contractor must determine whether its facilities will offer Clients storage for their medicines. If storage is offered, then the Contractor must have medicines stored in a safe and secure area that is separated from cleaning fluids and toxic substances, and client participation in storing their medication in this way shall be optional. The contractor shall not restrict a client's access to their medication. If a Facility has decided not to provide storage for medicines, access to secure refrigeration for medicines requiring refrigeration must be made available upon request by the Client.
- 13. Cleanliness. The common areas and sleeping areas of the facilities operated by the Contractor must be cleaned in accordance with DPH guidance to limit the transmission of disease. For overnight shelter programs only, Clients may be required to complete reasonable chores for no longer than 30 minutes each day to assist in the cleaning of the Facility.
- 14. Toiletries. The Contractor shall provide sufficient toiletries to fulfill the needs of all Clients in its facilities.
- 15. Animals. Service Animals shall be accepted. Assistance Animals may also be accepted upon request of a reasonable accommodation as described and defined at <https://www.mass.gov/service-details/about-service-and-assistance-animals>. Contractors may elect to allow or prohibit animals other than Service Animals and Assistance Animals at their discretion. If Contractors opt to allow pets, they should craft policies outlining client and pet behavior within the facilities. Note that Service Animals and Assistance Animals are not pets.
- 16. Interpretation Services. EOHLC provides Transperfect Interpretation services for all funded emergency shelter programs. This service shall be made available to all persons requesting it in their interactions with the emergency shelter staff. For other program types, if the Contractor has access to professional interpretation services, such services must be made available to all persons who request interpretation services.

VI. Additional Terms and Conditions

NOTE: Federal Requirements (If the Contractor receives Emergency Solutions Grant funding).

For Contracts that will be funded by the Emergency Solutions Grant (ESG), the Contractor will be subject to additional federal requirements, including the provisions of 2 CFR Part 200, "Uniform Administrative

Requirements, Cost Principles and Audit Requirements for Federal Awards,” and the provisions of [24 CFR Part 576](#), which will be further specified in the final version of the Scope of Services.

A. Reporting Responsibilities

1. Records and Reporting. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
2. Monthly Individual Data Reporting. The Contractor shall monitor the program(s) funded under this Contract and, on the twenty-fifth (25th) day of the following month for state-funded programs and the twentieth (20th) of the following month for federally-funded programs, shall submit to EOHLC a Monthly Individual Data Report, which must contain all the program-specific data required by the applicable Program Appendix.
3. HMIS: The Contractor shall enter required information into their local CoC’s HMIS and remain in compliance with the CoC’s HMIS standards. This shall include but is not limited to, collection of all CoC required data elements, completion of intake, exit and mid-program assessments and full participation in HIC and PIT reporting.
4. Coordinated Entry: The contractor shall participate in their local CoC’s coordinated entry system and remain in compliance with the CoC’s Coordinated Entry standards. This includes emergency shelters and outreach programs ensuring that their clients are enrolled according to the local system’s standards and processes.
5. Annual CAPER/APR Reporting. The Contractor shall submit to EOHLC a CAPER or APR report, as determined by EOHLC’s contract manager, generated from HMIS on each year on a due date determined by EOHLC’s contract manager during the term of this Contract. This annual reporting requirement does not apply to the Food program or Healthcare program.
6. General Reporting. The Contractor shall submit any other report or information requested by EOHLC by the due date specified in EOHLC’s request. The Contractor shall promptly make available to EOHLC or to the auditor or a contractor approved by EOHLC such material information regarding the Contractor’s activities as may be requested by EOHLC.
7. Requests for Extensions. The Contractor must submit requests for time extensions for the submission of any reports or data in writing to EOHLC for approval prior to the passing of the deadline. Such request must be in writing and 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 its sole discretion.
8. Litigation Reports. 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. Such reports or communications may be provided electronically.
9. Review Reports. 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 and/or the Office of the State Auditor.
10. Audits.
 - a. EOHLC will audit the Contractor at least once every five years. This review will include all aspects of the Contractor’s accounting, bookkeeping and billing procedures as well as the Contractor’s documentation of expenses incurred under this Contract.
 - b. EOHLC may secure its own independent audit or financial review of the Contractor’s records at

any time if, in its sole discretion, EOHLC determines it is necessary for any reason.

B. Performance Monitoring

1. Program Performance Evaluation. EOHLC's contract manager(s) will perform, at minimum, biennial desk reviews and biennial on-site visits for each program to evaluate the Contractor's compliance with the terms of this Contract.
 - a. The desk review will address at a minimum: program utilization; incident reports; monthly reports; staffing issues; and corrective action compliance.
 - b. The on-site visit will address at a minimum: compliance with health and safety requirements; recordkeeping requirements; review of all licenses/permits that would have expired since the last visit; and corrective action compliance.
2. Performance Record Maintenance. The Contractor shall maintain onsite, and make available for EOHLC's review upon its request, the following list of items. EOHLC may request and review them either as part of a standard monitoring or at other times as it deems necessary:
 - a. Rules governing Client behavior;
 - b. Grievance procedures for all programs funded under this Contract;
 - c. All occupancy permits, health inspection certificates, fire inspection certificates, and all other permits or certificates required by law;
 - d. Log of quarterly fire drills, which shall include the dates and times that each fire drill was held;
 - e. Log of serious incidents/problems, grievances, and their outcomes (including on-site injuries or deaths of staff or Clients, police activity, fire, and property damage resulting in the loss of the Facility or any units).
 - f. Written personnel policies and procedures;
 - g. Resumes for Contractor's executive director and program director, or their equivalents; and
 - h. Personnel records for each employee funded in whole or in part by this Contract, which shall include but not be limited to, the employee's job description/responsibilities and qualifications, the employee's resume or job application (and their name, address, and proof of qualification to be employed), initial SORB inquiry, copies of CPR, first aid, or other relevant certifications, and a copy of the employee's time and attendance records.
3. Noncompliance.
 - a. If EOHLC determines that the Contractor has failed to perform any Contract requirement(s), EOHLC shall take remedial steps, which may include sanctions, comprising one or more of the following:
 - i. Written notice to the Contractor documenting the deficiency and prescribing the required remedy including milestones and deadlines and describing the consequences of failure to comply with the required remedy. The president or chair of the Contractor's governing board will receive a copy.
 - ii. Increased frequency of monitoring including both review of policies, procedures, and grievances, as well as increased site visit schedules, including unannounced site visits.
 - iii. Discussions with the Contractor's governing board regarding EOHLC's concerns relating to the deficiencies.
 - iv. If all above efforts to resolve the deficiency are unsuccessful, EOHLC may, at its sole discretion, terminate this Contract or take any other action as may be necessary or desirable to correct the Contractor's noncompliance with this Contract.

Attachment A
Scope of Services

- b. If a subcontractor is in noncompliance with its contract with the Contractor or otherwise causes the Contractor to be in noncompliance with this Contract, the Contractor shall notify EOHLC within 7 days of discovering such noncompliance and shall take remedial steps, which may include sanctions, comprising one or more of the following:
 - i. In consultation with EOHLC, provide written notice to the subcontractor documenting the deficiency and prescribing the consequences of failure to comply with the required remedy. EOHLC shall receive a copy of the written notice.
 - ii. If efforts to resolve the deficiency are unsuccessful, EOHLC may require the Contractor to terminate its contract with the subcontractor or take any other action as may be necessary or desirable to EOHLC to correct the subcontractor's noncompliance.

If the subcontractor does not remedy the noncompliance to the satisfaction of EOHLC, EOHLC may terminate this Contract or take any other action as may be necessary or desirable to correct the subcontractor's noncompliance.

C. Payment Mechanisms, Fiscal Obligations, and Prior Approvals

- 1. General. 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, 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 payments 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 as provided for in this Contract. By submitting such a written request for payment by cost reimbursement, the Contractor represents that in accordance with the Contract, including this Scope of Services, 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. EOHLC may delay cost reimbursement if the Contractor submits incomplete documentation or submits the request for payment after the due date.
 - d. Documentation and requests for payments are due by the 25th of the month following the month of when service was provided. Supplemental requests are due and will only be accepted up to sixty days following the original invoice deadline for the month you are billing.
 - e. Prior EOHLC approval is required for changes to the Budget. Budget amendment requests for these changes shall be made in writing, submitted by the Contractor's executive director or other authorized persons to EOHLC. EOHLC shall approve or disapprove 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 Contract amount shall be effective unless filed at the Massachusetts Office of the Comptroller.

- f. Due to Contracts and Budgets being issued based on proposals provided in the initial Request for Responses, selected in part to ensure coverage of all services in all geographic areas, amendments to move dollars from one program component to another will not be an adjustment and may not always be permitted under the amendment category.
 - g. Changes in this Scope of Services and any accompanying Program Appendix that are not substantial may be authorized by EOHLC, in writing, without the requirement of an amendment to this Contract.
2. Invoice Review. EOHLC will review the Contractor's invoices and accompanying data reports as submitted to verify the information.

D. Internal Controls.

1. Fiscal Controls.
- a. 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 (see Section E. 1. below), code of conduct policies, and internal controls policies that relate to fiscal management. Topics that should be covered by internal controls policies that relate to fiscal management, such as those referenced at [Financial Control Recommendations](#).
 - b. The Contractor and any entity under subcontract with the Contractor having costs chargeable to this Contract shall maintain an accounting system, financial management system, and supporting fiscal records adequate to substantiate such costs for audit purposes, and any other records necessary to substantiate the Contractor's claims for payment hereunder.
 - c. Records shall include, without limitation to, payroll records, accounting records, and purchase orders that are sufficient to document the Contractor's activities under this Contract. In addition, the Contractor and any entity under subcontract with the Contractor shall otherwise verify that payments and costs meet applicable federal and state requirements.
 - d. EOHLC shall have the right to monitor and review the adequacy of the Contractor's fiscal and audit records and 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 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.
2. Fraud, Waste, and Abuse. 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.

E. Conflict of Interest, Licensure, and Debarment

1. Conflict of Interest.
- a. 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.
 - b. 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 any other partners. Such procedures shall include, at minimum,
 - (1) a prohibition against members, officer, directors, or employees of the Contractor soliciting or

Attachment A
Scope of Services

accepting gifts, gratuities, favors, or anything of monetary value from any applicant, Client, contractor, subcontractor, or potential contractor or subcontractor of the Contractor, (2) a prohibition against members, officers, directors or employees of the Contractor entering into any form of real estate contract with Contractor, directly or indirectly through affiliated entities, to sell, lease, license, or otherwise make available any interest in real estate for use in providing the services covered by this Contract, and (3) a requirement that members, directors, officers, and employees:

- i. Disclose to the Contractor's governing board the existence and extent of their interest in or association with any business, agency, trust, or organization that may be the subject or recipient of consideration for a contract or grant utilizing funds provided pursuant to this Contract;
 - ii. Disclose to the Contractor's governing board any ownership interest in any business, agency, trust, or organization that proposes to enter into a purchase agreement, contract of sale, lease, license, or other arrangement pursuant to which Contractor would purchase, lease, license, or otherwise acquire an interest in real property from such business, agency, trust or organization;
 - iii. 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;
 - iv. 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;
 - v. Disclose to the Contractor's governing board any other direct or indirect financial interest of such person or members of his or her immediate family in this Contract; and
 - vi. For each member, officer, director, and employees having responsibilities for services provided under this Contract:
 - A. 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
 - B. In no event shall such person or any person under their supervision participate in any way in the review or approval of their own application for services.
 - C. 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.
- c. The Contractor will notify EOHLC if there is a conflict of interest identified.
2. Licensure. 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.
3. 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.

F. Enforcement, Suspension, and Termination

1. Enforcement Rights. 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. Increased Monitoring/Reporting. EOHLC may utilize increased or additional monitoring and reporting as part of its enforcement actions.
3. Early Termination. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions. 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.
4. Termination/Expiration. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements. 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

1. Non-discrimination. The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and executive requirements 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. Confidentiality. 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.
2. Information Security. 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.

3. Notification of Obligations. 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.
4. Requirements Upon Termination. 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. Access to Records.

1. Access to Records. 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 of its books and records pertaining to this Contract.

VII. Definitions

Annual Performance Report (APR): A pre-programmed report generated by HMIS that outlines annual performance of supportive services programs.

Case Management: A professional and collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet an individual's needs. May include Housing Search.

Client: A member of a Homeless Household or Literally Homeless Household, as applicable, that receives services or assistance under any of the Contractor's programs that are funded by this Contract.

Clients Rights Officer: A staff member designated by the Contractor who is responsible for enforcing the Contractor's grievance procedures. The Clients Rights Officer must be an unbiased, uninterested person who works onsite, but does not interact with the Contractor's Clients on a regular basis.

Consolidated Annual Performance and Evaluation Report (CAPER): A pre-programmed report generated by HMIS that outlines annual performance of shelters.

Continuum of Care (CoC): A regional or local planning body that coordinates housing and services funding for homeless families and individuals. As of the date of this Contract, Massachusetts has 12 CoCs.

Coordinated Entry System: A process developed by each CoC to ensure that all persons experiencing a housing crisis have fair and equal access and are quickly identified, assessed for, referred, and connected to housing and assistance based on their strengths and needs.

Day Shelter Program: A program designed to ensure the immediate safety of all eligible Homeless Households by providing temporary daytime shelter and related services.

EOHLC: The Massachusetts Executive Office of Housing and Livable Communities.

Diversion: Providing alternative housing assistance to someone who is initially seeking immediate access to shelter. These arrangements could be permanent or temporary in nature but are sufficient to prevent the individual from requiring a shelter bed. Diversion is different from Rapid Rehousing because the person has not yet spent a night in a shelter or place not meant for human habitation.

DPH: The Massachusetts Department of Public Health.

Emergency Shelter Program: A program designed to ensure the immediate safety of all eligible Homeless Households by providing temporary overnight shelter and related services.

Facility: For the purposes of this Scope of Services, a Facility is any structure owned or operated by the contractor, excepting scattered site apartments.

Food Program: A program designed to increase food security for Homeless Households by providing meals to those households. In addition, the program also connects Homeless Households with stabilization services for which they are eligible.

Healthcare Services Program: A program designed to provide healthcare services for Homeless Households and to connect Homeless Households with mainstream resources for which they are eligible such as medical insurance and assistance accessing other healthcare resources.

Homeless Household: A Household who lacks a fixed, regular and adequate nighttime residence, meaning the Household would, but for access to shelter, spend the night in a public or private place not meant for human habitation. A Household who is doubled up or couch surfing is not considered to be Homeless.

Homeless Management Information System (HMIS): A database operated by CoCs that collects information about persons served in homelessness programs.

Household: Any group of persons who identify as a Household, or an individual, none of whom are minors (under 18 years of age).

Housing First: A homeless assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the theory that Client choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a Client more successful in remaining housed and improving their life.

Housing Search: Distinct from Case Management above. A professional and collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to identify and make affordable, housing for an individual.

HUD: The United States Department of Housing and Urban Development.

Individual Homelessness Service System Programs. The collection of individual shelter and associated services

programs that are funded in whole or in part by EOHLC, which includes the Day Shelter Program, Emergency Shelter Program, Triage and Diversion Program, Street Outreach Program, Food Program, Health Services Program, Transitional Housing Program, PSH Program, and RRH Program.

Literally Homeless Household: For purposes of the PSH and RRH Program, a Household that is determined to be Category 1 Literally Homeless (as classified by HUD), which means that the Household (1) has a primary nighttime residence that is a public or private place not meant for human habitation; (2) is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or (3) is exiting an institution where they have resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. A Household who is doubled up, couch surfing, housed but struggling to pay rent, whose homelessness is imminent, or have received alternative housing resources are not Literally Homeless.

Monthly Individual Data Report: A monthly report prepared by the Contractor, which contains program-specific data on the services that are funded in whole or in part by EOHLC under this Contract, as specified in the attached Program Appendix.

Permanent Supportive Housing (PSH) Program: A program designed to provide permanent housing solutions to eligible Literally Homeless, disabled households consistent with HousingFirst principles. In addition to providing permanent housing solutions, this program also connects Literally Homeless Households with stabilization services.

Rapid Re-Housing (RRH) Program: A program designed to provide rapid re-housing solutions, related services, and, in some cases, short term rental assistance to eligible Literally Homeless Households consistent with Housing First principles. Rapid Rehousing is different from Diversion in that the person has spent at least one night in the shelter or in a place not meant for human habitation.

Street Outreach Program: A program designed to ensure the immediate safety of Homeless Households by providing human connections and a pathway to shelter. The Contractor shall serve all unsheltered Homeless Households in the Contractor's catchment area.

System Coordination Program: A program designed to assist EOHLC in meeting shelter provider training needs, addressing emergent system needs, and testing new innovations.

Transitional Housing Program: A program designed to facilitate the movement of Homeless Households to permanent housing quickly throughout the provision of robust housing search, Case Management and educational services.

Triage and Diversion Program: A program designed to engage and interact with Homeless Households seeking shelter assistance prior to actual entry into shelter to identify safe alternatives and, whenever possible, divert them from entry into shelter to a safe alternative. In cases where Homeless Households cannot be diverted from entering shelter, this Triage and Diversion staff play a critical role in reducing the length of stay for Homeless Households entering the shelter system.

Emergency Shelter Program Appendix

For the Emergency Shelter Program, the Contractor shall also comply with the following program-specific requirements:

1. Overnight Shelter. The Contractor shall provide the number of beds during the months specified in the Standard Contract Form to Homeless Households admitted to its Emergency Shelter Program facilities during the term of this Contract. Eligible persons (see [section IV.1.a](#)) for whom there is capacity but who are unable to leave the facility during an emergency without staff assistance may request a reasonable accommodation in order to preserve their health and safety in the facility. Contractors must consider each accommodation request and are expected to grant said requests when found to be both reasonable and needed due to a disability.
2. Stabilization Services. Pursuant to Section III.4. of the Scope of Services, the stabilization services to be offered or referred shall include, at minimum: Case Management services, housing search assistance, public benefits, social services, health services, employment services, permanent housing, and other shelter programs.
3. Hours of Operation.
 - a. The Contractor shall provide overnight shelter to Homeless Households every day of the week.
 - b. The Contractor's hours of operation, and any changes thereto, must be approved by EOHLC in advance.
 - c. In general, intake for overnight shelter Clients shall begin no later than 8:00 PM and Clients must not be required to leave the Facility earlier than 6:00 AM. At minimum, the Contractor's daily hours of operation must provide sufficient time for Clients to eat one meal and sleep for eight hours. Contractors for 24-hour shelter shall not create restricted access hours to the facility during the day.
 - d. The Contractor may request EOHLC's approval of an exception to the requirements of this section if the Contractor's does not have full access to its Facility. The request must be in writing and explain the nature of the restrictions that preclude the Contractor's ability to operate in compliance with this section.
4. Meals.
 - a. The Contractor shall make available at least one onsite meal or arrange for at least one offsite meal to be provided, to each Client per day. Additional meals are strongly encouraged whenever possible.
 - b. Before arranging any meals to be provided offsite, the Contractor must submit a description of the proposed arrangement to EOHLC and obtain EOHLC's prior approval.
5. Sleeping Arrangements. Each Client must be provided a separate bed or cot to sleep on. Shelters serving both male and female Clients must have sleeping arrangements that separate these two populations. A Client's gender shall be self-identified by the Client and their sleeping arrangement shall be made accordingly.
6. Bed Access. Each contractor operating shelters that have saved beds for clients shall include in their written policies and procedures, how decisions are made for saving beds for people whose stay is interrupted to resolve medical issues or for any other reason. Contractors are encouraged to seek a balance between providing stability for people and having vacant beds. Policies that allow for beds to be utilized on a conditional basis when temporary vacancies occur are encouraged. Questions about finding the balance between providing stability for people and having vacant beds may be directed to the contractor's contract coordinator.
7. Bathrooms and Showers. Accessible bathrooms and bathing / showering facilities must be available to Clients.
8. Bedding and Linens.
 - a. The Contractor must supply each Client with two clean bedsheets and blankets, one pillow and pillowcase, and one towel.
 - b. The Contractor must launder bed linens at least weekly and between Clients and must launder towels after each use. The Contractor must replace bed linens and towels when worn. In the event of bedbugs, the contractor must launder linens more frequently. An excellent guide can be found at <https://www.thespruce.com/handle-bed-bug-infestation-laundry-2146304>
9. Monthly Individual Data Report. In its Monthly Individual Data Report, the Contractor shall include the following:
 - a. Occupancy rates
 - i. Number of persons served per night, broken out by gender.

Attachment A
Scope of Services

- ii. Number of persons per night that requested access but for whom there was no room.
- iii. Number of vacant beds (if any) per night
- iv. Number of unique persons served each month
- b. Number of meals available to be served (either prepared or donated) and the number of meals actually served.
- c. Number of referrals to stabilization services, social services and health services
- d. Number of persons whose shelter stays were terminated and reasons for such terminations
- e. Number of persons known to be leaving shelter each month for permanent housing

Day Shelter Program Appendix

For the Day Shelter Program, the Contractor shall also comply with the following program-specific requirements:

1. Day Shelter.
 - a. The Contractor shall admit the number of Clients during the months specified in the Standard Contract Form to its Day Shelter Program facilities during the term of the Contract.
2. Hours of Operation.
 - a. The Contractor shall provide day shelter to Homeless Households every at least every week day.
 - b. The Contractor's hours of operation, and any changes thereto, must be approved by EOHLC in advance.
 - c. The Contractor may request EOHLC's approval of an exception to the requirements of this section if the Contractor's does not have full access to its Facility. The request must be in writing and explain the nature of the restrictions that preclude the Contractor's ability to operate in compliance with this section.
3. Stabilization Services.
 - a. Pursuant to Section III.4. of the Scope of Services, the stabilization services to be offered or referred shall include, at minimum: Case Management services, housing search assistance, public benefits, social services, health services, employment services, permanent housing, and other shelter programs.
4. Meals.
 - a. The Contractor shall make available at least one onsite meal, or arrange for at least one offsite meal to be provided, to each Client per day. Additional meals are strongly encouraged whenever possible.
 - b. Before arranging any meals to be provided offsite, the Contractor must submit a description of the proposed arrangement to EOHLC and obtain EOHLC's prior approval.
5. Monthly Individual Data Report. In its Monthly Individual Data Report, the Contractor shall include the following:
 - a. Occupancy rates
 - i. Number of persons served per day
 - ii. Number of unique persons served each month
 - b. Number of meals available to be served (either prepared or donated) and the number of meals actually served.
 - c. Number of referrals to stabilization services, social services and health services
 - d. Number of persons whose participation was terminated by the program and reasons for those terminations
 - e. Number of persons known to have achieved permanent housing

Triage and Diversion Program Appendix

For the Triage and Diversion Program, the Contractor shall also comply with the following program-specific requirements:

1. Triage and Diversion.
 - a. The Contractor shall discuss access to safe alternatives to shelter with at least 80% percentage of persons presenting (or referred) for services.
 - b. The contractor shall support persons found to have safe alternatives to shelter in accessing those alternatives
2. Monthly Individual Data Report. In its Monthly Individual Data Report, the Contractor shall include the following:
 - a. Number of monthly contacts (including all communications such as phone calls, texts, e-mails, or in person interactions)
 - i. Percentage of individuals meeting with triage/diversion staff presenting for services.
 - 1.
 - ii. Source of Referral
 1. Individual
 2. Advocate
 3. Institution
 - b. Outputs
 - i. Number of contacts known to have resulted in:
 1. Shelter Diversion
 2. Referral to shelter including internal and external referrals
 3. Disengagement (contacts with unknown outcomes)

Street Outreach Program Appendix

For the Street Outreach Program, the Contractor shall also comply with the following program-specific requirements:

1. Outreach. The Contractor shall provide Street Outreach Program services to the number of Literally Homeless Households staying in places not meant for human habitation specified in the Standard Contract Form during the term of this Contract.
2. Hours of Operation. The Contractor's hours of operation, and any changes thereto, must be approved by EOHLC in advance.
3. Stabilization Services.
 - a. Pursuant to Section III.4. of the Scope of Services, the stabilization services to be offered or referred shall include, at minimum: emergency shelter, Case Management services, housing search assistance, public benefits, social services, health services (including behavioral health), employment services, permanent housing, and day shelter programs.
4. Monthly Individual Data Report. In its Monthly Individual Data Report, the Contractor shall include the following:
 - a. Occupancy rates
 - i. Number of unique persons encountered per month
 - b. Number of referrals to:
 - i. Public benefits
 - ii. Permanent housing
 - iii. Health services (including for behavioral health)
 - iv. Social services
 - v. Employment services
 - vi. Transitional housing
 - vii. Legal services
 - viii. Day programs
 - ix. Other services
 - c. The Number of persons known to have accessed:
 - i. Emergency Shelter
 - ii. Transitional housing programs
 - iii. RRH or PSH permanent housing
 - iv. Market-rate housing (no subsidy)

Food Program Appendix

For the Food Program, the Contractor shall also comply with the following program-specific requirements:

1. Food Service. The Contractor shall provide food to the number of persons specified in the Standard Contract Form for a minimum of five (5) days per week during the term of this Contract.
2. Hours of Operation. The hours of operation of the Food Program shall be sufficient to allow Clients to be served at least one (1) meal per day. The Contractor's hours of operation, and any changes thereto, must be approved by EOHLC in advance.
3. Meals.
 - a. The Contractor shall provide at least one onsite meal, or arrange for at least one offsite meal to be provided, to each Client per day. Additional meals are strongly encouraged whenever possible.
 - b. Before arranging any meals to be provided offsite, the Contractor must submit a description of the proposed arrangement to EOHLC and obtain EOHLC's prior approval.
5. Monthly Individual Data Report. In its Monthly Individual Data Report, the Contractor shall include the following:
 - a. Number of persons served per day
 - b. Number of unique persons served during the month
 - c. Total number of meals served or arranged for during the month

Healthcare Services Program Appendix

For the Healthcare Services Program, the Contractor shall also comply with the following program-specific requirements:

1. Healthcare. The Contractor shall provide healthcare and related services, as approved by EOHLC, to the number of persons specified in the Standard Contract Form.
2. Hours of Operation. The Contractor's hours of operation, and any changes thereto, must be approved by EOHLC in advance.
3. Stabilization Services.
 - a. Pursuant to Section III.4. of the Scope of Services, the stabilization services to be offered or referred shall include, at minimum: public services, social services, medical and/or nursing services, and behavioral health services.
4. Facility Requirements. The facilities operated by the Contractor must meet all applicable DPH licensing requirements.
5. Monthly Individual Data Report. In its Monthly Individual Data Report, the Contractor shall include the following:
 - a. Utilization rates
 - i. Number of total medical and behavioral health encounters provided each month
 - ii. Number of unique persons served each month
 - b. Number of referrals to
 - i. Stabilization services
 - ii. Social services
 - iii. Other health services
 - c. Number of persons confirmed as having received
 - i. Stabilization services
 - ii. Social services
 - iii. Other health services

Transitional Housing Program Appendix

For the Transitional Housing Program, the Contractor shall also comply with the following program-specific requirements:

1. Transitional Housing.
 - a. The Contractor shall provide temporary housing and services to the number of persons specified in the Standard Contract Form.
 - b. The Contractor's admission of eligible Homeless Households must be consistent with the resident selection policy approved by EOHLC.
 - c. The sum of a Client's portion of fees and required savings shall not exceed 30% of their adjusted (gross) monthly income. Adjusted gross income can be calculated [using HUD's handy tool](#).
 - d. Transitional Housing programs may be gender specific where operated in a Facility and bathrooms are shared.
2. Hours of Operation. The Contractor's hours of operation, and any changes thereto, must be approved by EOHLC in advance.
3. Stabilization Services.
 - a. Pursuant to Section III.4. of the Scope of Services, the stabilization services to be offered or referred shall include, at minimum: Case Management services, housing search assistance, public benefits, social services, health services, employment services, permanent housing, and behavioral health services.
 - b. The Contractor may require a Client's participation in housing search assistance and regularly scheduled Case Management meetings.
4. Client Access. Clients must have 24-hour access to their sleeping quarters. Reasonable restrictions on access to common areas may be made for purposes of daily cleaning, or to resolve emergency health and safety issues.
5. Sleeping Arrangements.
 - a. Each Client must have a separate bed or cot made available to them either in:
 - i. Their own bedroom; or
 - ii. Shared rooms for sleeping to be restricted to no more than two persons. EOHLC will consider requests for permission to be excluded from this requirement.
 - b. For shared room arrangements, the Contractor must assure that the sleeping arrangements are separate for male and female populations. A Client's gender shall be self-identified by the Client and their sleeping arrangement shall be made accordingly.
6. Bathrooms and Showers. Accessible bathrooms and bathing / showering facilities must be available to clients upon demand.
7. Bedding and Linens.
 - a. The Contractor must supply each Client with the following: two clean bedsheets and blankets, one pillow and pillowcase, and one towel. The Contractor must replace bed linens and towels when worn.
 - b. Unless the Facility operated by the Contractor provides onsite laundry machines that are free of charge, the Contractor must launder bed linen at least weekly and between Clients and must launder towels after each use. In the event of bedbugs, the contractor must launder linens more frequently. An excellent guide can be found at <https://www.thespruce.com/handle-bed-bug-infestation-laundry-2146304>

Attachment A
Scope of Services

- c. If the Facility operated by the Contractor provides onsite laundry machines that are free of charge, the Clients may be responsible for laundering their own linens and towels.
- 8. On-call Resources. The Contractor shall provide a 24-hour on-call resource for Clients in case of emergencies.
- 9. Monthly Individual Data Report. In its Monthly Individual Data Report, the Contractor shall include the following:
 - a. Occupancy rates
 - i. Number of persons served per night
 - ii. Number of vacant beds (if any) each night
 - iii. Number of unique persons served each month
 - b. Number of persons whose stays were terminated and reasons for those terminations
 - c. Number of persons leaving each month for permanent housing situations
- 10. Additional Records. In addition to the performance records identified in Section VI.B.3 of the Scope of Services, the Contractor shall also be responsible for maintaining the following records:
 - a. Transitional Housing Program intake and selection process;
 - b. Transitional Housing Program occupancy rules; and
 - c. Case Management forms used to track individual service plans and progress by Clients toward obtaining housing, income/benefits, and supportive services.

Permanent Supportive Housing Program Appendix

For the PSH Program, the Contractor shall also comply with the following program-specific requirements:

1. Housing.

- a. The Contractor shall provide permanent housing solutions and stabilization services to the number of persons specified in the Standard Contract Form in a manner that is consistent with Housing First principles during the term of this Contract.
 - i. Recipients and subrecipients shall incorporate practices and policies that avoid lease violations and make evictions among tenants less likely. An excellent guide on how to incorporate Housing First principles into a PSH program can be found here: [Housing First in Permanent Supportive Housing Brief \(hudexchange.info\)](https://www.hudexchange.info/public/housing-first/).
 - ii. The program may not terminate tenancy or supportive services for a Client because the Client is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. If the client identifies they are no longer safe living in the program, recipients and subrecipients should utilize their internal emergency transfer processes where they exist. If no emergency transfer process exists, recipients should consult with their EOHLC contract manager for guidance. Additionally, the Contractor shall assist the Client in identifying other programs where the Client may feel safe, as well as provide information (and at the Client's request, assist the Client in contacting) organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking, including but not limited to: SafeLink Massachusetts ((877) 785-2020, dial 711 first for MassRelay, <https://casamyrna.org/get-support/safelink/>), the National Domestic Violence Hotline (1-800-799-7233, 1-800-787-3224 (TTY)); the Rape, the Abuse & Incest National Network's National Sexual Assault Hotline (800-656-HOPE, <https://ohl.rainn.org/online>); and the National Center for Victims of Crime's Stalking Resource Center (<https://www.victimsofcrime.org/our-programs/stalking-resource-center>).
- b. Clients must sign a lease or occupancy agreement that has a minimum term of one year, except in extraordinary situations as authorized by EOHLC. The lease or occupancy agreement may renew automatically, but may only be terminated for reasons disallowed in this scope.
- c. A Client's portion of rent (or service fees) including utility allowance where relevant, shall not exceed 30% of their adjusted (gross) monthly income.

2. Stabilization Services.

- a. Pursuant to Section III.4. of the Scope of Services, the stabilization services to be offered or referred shall include, at minimum: Case Management services, public benefits, social services, health services, employment services, and behavioral health services.

3. Sleeping Arrangement. Each PSH Client must have access to a bed and, at minimum, their own bedroom with a door that closes.

4. Accessible bathrooms and bathing / showering facilities must be available to clients upon demand.

5. Client Eligibility Documentation. Documentation of a Client's eligibility for the PSH Program need only verify that the Client is disabled and is a Literally Homeless Household at the moment of acceptance into the PSH Program. The Contractor may require other documentation for stabilization services planning purposes, but a Client's acceptance into the PSH Program must not be conditioned upon such verification.

6. Fair Housing.

- a. The Client selection plan for the PSH Program must prioritize persons in need of wrap around supports within their housing, and may consider vulnerability and prioritization in a manner consistent with the local CoC's Coordinated Entry System, but only to the extent that the

Coordinated Entry System's priorities comply with the provisions of this Section and with state and federal fair housing laws (including, but not limited to M.G.L. c. 151, the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Title II or III of the Americans with Disabilities Act, as applicable). The Contractor's PSH Program must be structured to meet an established need in the CoC region(s). The Contractor's Client selection plan must be approved by EOHLC.

- b. It is generally acceptable, though not required, to prioritize persons in the Client selection plan as vacancies occur. However, if prioritization will be based on a Coordinated Entry System list, EOHLC may evaluate the extent to which the CoC's outreach and criteria for placing persons on its Coordinated Entry System list are inclusive of homeless persons in CoC. Furthermore, any criteria for prioritization or referral of Clients under this Contract, through the Coordinated Entry System List or otherwise, must be approved by EOHLC as part of its approval of the Client selection plan.
 - c. Criteria for vulnerability and prioritization may generally not be limited to a particular disability or class of disability unless statutorily authorized (i.e., through another funding source). Additionally, any criteria for prioritization or referral must not have the purpose or effect of excluding or discriminating against protected classes of persons protected under federal and state civil rights laws, including but not limited to, on the basis of race, color, national origin, religion, sex, disability, familial status, age, sexual orientation, gender identity, marital status, veteran/military status, and public/rental assistance reciprocity.
 - d. Prioritization based on vulnerability or other assessments should not be based on subjectively determined criteria and the screening/assessments should not seek more information than is necessary to determine eligibility for the prioritization. Objective criteria might be based on, but not limited to, high utilization of emergency services, length of homelessness, number of episodes of homelessness, presence of a disability, co-morbidity or tri-morbidity, etc. Prioritization should also be consistent with the nature of the services to be offered in connection with the program.
7. Monthly Individual Data Report. In its Monthly Individual Data Report, the Contractor shall include the following:
- a. Occupancy rates
 - i. Number of persons residing in a PSH Program funded unit over the course of the month
 - ii. Number of new persons who moved into a PSH Program funded unit over the course of the month
 - iii. Number of persons who left a PSH Program funded unit during the current month
 - iv. Number of persons in housing search or otherwise enrolled, but not yet housed by the final day of the month
 - v. Number of unique persons served each month
 - b. Housing retention
 - i. Number of persons retained in the program each month
 - ii. Number of persons who left the program each month, including where those persons went after leaving.
 - iii. Number of Notice to Quits served to program participants during the current month.
 - iv. Number of persons who were evicted during the current month.
 - c. Number of referrals to
 - i. Stabilization services
 - ii. Social services
 - iii. Other health services
8. On-call Resources. The Contractor shall provide a 24-hour on-call resource for Clients and landlords for

Client- or housing-related emergencies.

9. Additional Records. In addition to the performance records identified in Section VI.B.3. if the Scope of Services, the Contractor shall also be responsible for maintaining the following records:

- a. Housing intake and selection process;
- b. Client Lease, or Master lease and client sublease; and
- c. PSH Program occupancy rules.

10. Inspection Requirements.

- a. All units for which rental assistance payments are made under this Contract must pass HUD's Housing Habitability Standards inspection, prior to the execution of the lease and rental payment being made. The inspections may be conducted by Contractor staff.
- b. Records of Housing Habitability Standards inspections must be kept in the Client or leasing file and be available for inspection pursuant to this Contract.

Rapid Re-Housing Program Appendix

For the RRH Program, the Contractor shall also comply with the following program-specific requirements:

1. Housing.

- a. The Contractor shall provide rapid re-housing assistance and stabilization services to the number of persons specified in the Standard Contract Form in a manner that is consistent with Housing First principles during the term of this Contract. An excellent guide on how to incorporate Housing First principles into a PSH program can be found here: [Housing First in Permanent Supportive Housing Brief](https://hudexchange.info/Housing-First-in-Permanent-Supportive-Housing-Brief) (hudexchange.info).
- b. The program may not terminate tenancy or supportive services for a Client because the Client is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. If the client identifies they are no longer safe living in the program, recipients and subrecipients should utilize their internal emergency transfer processes where they exist. If no emergency transfer process exists, recipients should consult with their EOHLC contract manager for guidance. Additionally, the Contractor shall assist the Client in identifying other programs where the Client may feel safe, as well as provide information (and at the Client's request, assist the Client in contacting) organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking, including but not limited to: SafeLink Massachusetts ((877) 785-2020, dial 711 first for MassRelay; <https://casamyrna.org/get-support/safelink/>), the National Domestic Violence Hotline (1-800-799-7233, 1-800-787-3224 (TTY)); the Rape, the Abuse & Incest National Network's National Sexual Assault Hotline (800-656-HOPE, <https://ohl.rainn.org/online>); and the National Center for Victims of Crime's Stalking Resource Center (<https://www.victimsofcrime.org/our-programs/stalking-resource-center>).
- c. Federally funded RRH rental assistance and services must not last longer than two years for each Client and may include, but is not limited to:
 - i. Short-term assistance to provide Clients with payment of upfront costs associated with securing an apartment; and
 - ii. Medium-term assistance to provide Clients with payment of upfront costs as well as temporary shallow subsidy and stabilization for up to two years.
- d. State funded RRH rental assistance and services are not intended to last longer than two years for each Client and may be used to fill gaps not easily met in other ways, including, but not limited to, bridging Clients to permanent housing situations by providing temporary rental assistance, onetime upfront costs for entering into a new unit, or resolving arrears owed to utility companies, etc. On a case by case basis, EOHLC may permit a Client to receive longer than two years of rental assistance and services.
- e. When the contractor and Client are both contributing toward the monthly rent, the Client's portion of rent, including utility allowance, shall not exceed 30% of their adjusted (gross) monthly income. Rental Assistance in the form of full payment of first, last and/or security deposits without additional rental assistance payments toward the monthly rent shall not qualify as "both contributing toward the monthly rent." In the case of an ESG-funded RRH Program, a Client's rent and income requirements are subject the local CoC's RRH written standards.

2. Stabilization Services. Pursuant to Section III.4. of the Scope of Services, the stabilization services to be offered, or referred to, shall include, at minimum: Case Management services, public benefits, social services, health services, employment services, alternative permanent housing or rapid re-housing (as applicable), and behavioral health services.

3. Client Access. Once housed, RRH Clients must have 24-hour access to their unit.

4. Fair Housing.

- a. The Client selection plan for the RRH Program must prioritize persons in need of wrap around supports within their housing, and may consider vulnerability and prioritization in a manner consistent with the local CoC's

Attachment A
Scope of Services

Coordinated Entry System, but only to the extent that the Coordinated Entry System's priorities comply with the provisions of this Section and with state and federal fair housing laws (including, but not limited to M.G.L. c. 151, the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Title II or III of the Americans with Disabilities Act, as applicable). The Contractor's RRH Program must be structured to meet an established need in the CoC region(s). The Contractor's Client selection plan must be approved by EOHLC.

- b. It is generally acceptable, though not required, to prioritize persons in the Client selection plan as vacancies occur. However, if prioritization will be based on a Coordinated Entry System list, EOHLC may evaluate the extent to which the CoC's outreach and criteria for placing persons on its Coordinated Entry System list are inclusive of homeless persons in the regional area in which the CoC is located. Furthermore, any criteria for prioritization or referral of Clients under this Contract, through the Coordinated Entry System List or otherwise, must be approved by EOHLC as part of its approval of the Client selection plan.
 - c. Criteria for vulnerability and prioritization may generally not be limited to a particular disability or class of disability unless statutorily authorized (i.e., through another funding source). Additionally, any criteria for prioritization or referral must not have the purpose or effect of excluding or discriminating against protected classes of persons protected under federal and state civil rights laws, including but not limited to, on the basis of race, color, national origin, religion, sex, disability, familial status, age, sexual orientation, gender identity, marital status, veteran/military status, and public/rental assistance reciprocity.
 - d. Prioritization based on vulnerability or other assessments should not be based on subjectively determined criteria and the screening/assessments should not seek more information than is necessary to determine eligibility for the prioritization. Objective criteria might be based on, but not limited to, high utilization of emergency services, length of homelessness, number of episodes of homelessness, presence of a disability, co-morbidity or tri-morbidity, etc. Prioritization should also be consistent with the nature of the services to be offered in connection with the program.
5. Monthly Individual Data Report. In its Monthly Individual Data Report, the Contractor shall include the following:
- a. Occupancy rates
 - i. Number of persons residing in a RRH Program funded unit over the course of the month
 - ii. Number of new persons who moved into a RRH Program funded unit over the course of the month
 - iii. Number of persons who left a RRH Program funded unit during the current month
 - iv. Length of stay for persons who left the program each month.
 - v. Number of persons in housing search or otherwise enrolled, but not yet housed by the final day of the month
 - vi. Number of unique persons served each month
 - b. Housing retention
 - i. Number of persons retained in the program each month
 - ii. Number of persons who left the program each month, including
 - 1. Reasons for leaving, and
 - 2. where those persons went after leaving the program
6. Additional Records. In addition to records identified in Section IV.B.3. of the Scope of Services, the Contractor shall also be responsible for the following items:
- a. Housing intake and selection process; and
 - b. RRH occupancy rules.
7. Additional Staffing Requirement. In addition to the staffing requirements identified in Section V.7. of the Scope of Services, the Contractor shall also staff a 24-hour on-call resource for Clients. during non business hours This resource may be embedded in another program operated by the provider (ie shelter), OR The Contractor may use

Attachment A
Scope of Services

the 24-hour on-call resource for the Contractor's other programs with EOHLC prior approval, but must ensure that the staffing level is sufficient to handle the anticipated call volumes for the combined programs.

8. Inspection Requirements.

- a. All units for which rental assistance payments are made under this Contract must pass HUD's Housing Habitability Standards inspection, as required under 24 CFR 576.403, prior to the execution of the lease and rental payment being made. The inspections may be conducted by Contractor staff.
- b. Records of Housing Habitability Standards inspections must be kept in the Client or leasing file and be available for inspection pursuant to this Contract