DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING STABILIZATION
EMERGENCY ASSISTANCE (EA)
FAMILY SHELTER

SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS
ATTACHMENT A

I. Introduction and Purpose

Emergency shelters are contracted to provide safe, temporary, emergency shelter to families referred by the Department of Housing and Community Development (DHCD or Department) under the Emergency Assistance (EA) program, regardless of race, color, ethnicity, religious creed, national origin, disability, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), political beliefs, veteran status, family composition, marital status, ancestry, age, gender, gender identity or genetic information of family members, or any other basis prohibited by state or federal law, without exception.

Shelter must be provided in accordance with DHCD regulations, this contract, including this Scope of Services, and all applicable local, state, and federal laws and regulations. This Scope of Services defines the roles and responsibilities of the Contractor and DHCD in the provision of temporary emergency shelter, case management, housing search and stabilization services. As conditions change, DHCD reserves the right to amend this Scope of Services and requirements. The Contractor agrees that minor changes to this Scope of Services, as determined by DHCD, may be made by email or similar writing and will not require a formal contract amendment.

II. Services Provided in Shelter

A. Component 1: Safe Shelter

Guiding Vision: DHCD seeks to fund shelters that provide safe, temporary shelter to families experiencing homelessness in compliance with budget line item 7004-0101 and relevant federal statutes and regulations.

Component 1 includes the services necessary to provide shelter and staffing requirements to operate an EA shelter, such as leasing costs, utilities, maintenance, and direct care staffing (i.e., excluding case management and rehousing staff). The goal of isolating this Component is to ensure basic fixed shelter costs can be compared across providers within similar regions.

Under this section of the Scope of Service, the Contractor must:

1. Provide safe, clean, well-maintained, and furnished facilities for families.
2. Meet all applicable local, state and federal laws and regulations.
3. Meet minimum staffing requirements and appropriately enforce shelter rules.
4. Check the Sexual Offender Registry for offenders that may be living at the same address or nearby prior to leasing or renewing leases for EA shelter, and follow DHCD sex offender reporting policy.
5. Adhere to any additional safety protocols and policies issued by DHCD.
6. Comply with all applicable provisions of federal and state laws and regulations, including but not limited to the Fair Housing Act and Americans with Disabilities Act.

DHCD seeks to ensure there are no conditions that would endanger the health and safety of any EA eligible family in any contracted shelter units or common areas under Contractor's control (as in congregate facilities). DHCD inspectors will

regularly (by schedule and in response to constituent complaints) inspect all units and common areas in congregate facilities to confirm compliance with State Sanitary Code 105 CMR 410.00 (Minimum Standards of Fitness for Human Habitation). DHCD inspectors will also confirm that Contractor has established designated smoking areas where required by state law or local ordinances.

DHCD will continue utilization of the Inspect Check software with a grading system (A, B, C, D) during regularly scheduled inspections. Contractor will not receive payment for units graded "D" until the deficiencies are remedied. Newly contracted units must achieve at least a "B" grade prior to being placed online. Current or active contracted units must maintain at least a "B" grade or higher. Units graded "C" or "D" will have a remediation plan to resolve deficiencies in a reasonable amount of time, as determined by the Department Division of Housing Stabilization (DHS) Inspection team.

For any DHCD inspection of shelter units occurring on a regular schedule, the Contractor must provide the family with at least 24-hour advanced notice.

The Contractor will have 60 days to resolve deficiencies noted during the inspection (unless a shorter or longer period, as applicable, is required/permitted by the DHCD inspector in writing). Deficiencies noted in an inspection that result in a "D" graded unit require resolution within 30 days and major pest infestations must be resolved within 14 days (unless a shorter or longer period, as applicable, is required/permitted by the DHCD inspector in writing). The Contractor must inform the DHCD inspector in writing and receive approval from the DHCD inspector if additional time is needed to complete repairs. DHCD will schedule follow up inspections to confirm the correction of noted deficiencies.

If a unit is determined uninhabitable, the Contractor must work with the DHCD Centralized Placement Unit to transfer the family to an alternative accommodation that meets the family's needs consistent with EA shelter program policy and place the unit offline until all deficiencies are resolved. The unit must be re-inspected by DHCD prior to being placed back online for shelter occupancy.

Independent of DHCD inspections, the Contractor must establish a schedule for shelter staff to complete routine walkthroughs of all shelter units to ensure continued quality of shelter. This schedule must ensure that shelter families receive a written notice with at least 24-hour advance notification. The DHCD Inspection team must approve the proposed schedule, with a copy to the Contract Manager, and the schedule must be available to participating families upon intake and be posted in common areas.
Routine walkthroughs of shelter units must reference the DHCD issued "checklist" of unit readiness and conditions to ensure compliance with local, state and federal laws, regulations and policies.

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

Shelter Types and Staffing Ratios
Providers may offer one or more of the four following shelter types.

Shelter Type	**Definition**	**Staffing Patterns**				
		Direct Care	**Housing Search**	**Case Manager**	**Stabilization**	**System Navigator**
Congregate	Shelter with multiple families that requires on site 24/7 staffing and supervision. Case management, housing and direct care workers are on site.	1 direct care worker per 5 families, 24/7 staffing on site	1 housing search worker onsite per 15 families	1 case manager onsite per 30 families	1 stabilization worker per 30 families	System Navigators (described in Component 3) are not required onsite at a specific

Co-Shelter	An apartment shared by two unrelated EA eligible families.	Staff on call 24/7	1 housing search worker per 15 families	1 case manager per 30 families	1 stabilization worker per 30 families	facility but may cover a Contractor's entire portfolio at a ratio of 1:50 families in shelter. Shelters with fewer than 20 families are encouraged to partner with a nearby shelter to share a System Navigator
Consolidated Scattered Site	Six or more apartments located in the same or adjacent buildings.	Staff on call 24/7	1 housing search worker per 15 families	1 case manager per 30 families	1 stabilization worker per 30 families	
Scattered Site	Apartments within the community. Families receive services either through in person contacts at the shelter site or the family may go to a central office staffed by the contractor.	Staff on call 24/7	1 housing search worker per 15 families	1 case manager per 30 families	1 stabilization worker per 30 families	

Budgets calling for staffing that deviate significantly from the above staffing ratios should be clearly explained and substantiated, including specifically how the Contractor expects it will meet the goals set forth in this Scope of Services with a different staffing plan. Proposals to deviate from the above staffing ratios must be approved by DHD, which may approve or deny such proposals at its discretion. In all cases, housing search staff must represent the largest staffing category other than direct care workers in a congregate shelter. Contractor remains free to seek outside funding to increase staffing ratios and/or fund other positions within their shelters; these ratios only apply to staffing funded through EA.

DHCD may ask that Contractor increase or decrease the number of units or unit type over time as shelter demand fluctuates.

Contractor must ensure all units are compliant with applicable laws and regulations, including but not limited to: Local building, fire and sanitary codes; Appropriate occupancy certificates as required by 780 CMR 301-312, Use and Occupancy classification; and the 105 CMR 410: State Sanitary Code.

Executive Staff: DHCD will only fund executive staff for the share of their time that is spent directly on EA-funded services; Contractor is encouraged to offset executive costs across other programs it may offer, as needed and appropriate. Executive staff are expected to:

1. Seek additional funding as needed to complement DHCD funding to provide additional services, if needed.
2. Provide strategic and operational guidance to staff to reduce length of shelter stay and future homelessness.
3. In coordination with system navigators, facilitate connections to regional Continuums of Care (CoC's) and other community resources such as healthcare services, career services, and state agencies, which may include but are not limited to the Department of Mental Health, the Department of Early Education and Care, the Department of Elementary and Secondary Education, the Bureau of Substance Addiction Services, the Department of Public Health, and the Massachusetts Rehabilitation Commission.

The agency strongly encourages Contractor to hire and retain a diverse workforce which reflects the communities they are serving. This includes staff working directly with families, as well as executive leadership, and board of directors. Contractor should also seek to include representation on its staff and in its board leadership of individuals from families who have experienced and/or overcome homelessness.

Support Staff: Contractor may include funding for a reasonable amount of support staff (such as administrative, human resources, and/or maintenance staff). Staff costs may only be billed under this contract for the share of their time that is spent directly on EA-funded services. Contractor may offset support staff costs across other programs they may offer, as needed and appropriate.

B. Component 2: Housing Search

Guiding Vision: Enhance funding and training for housing search staff to ensure providers can best empower families to secure stable housing quickly and effectively.

To support the Department's goal of reducing lengths of stay, DHCD expects Contractor to deliver a service that is more robust in rapid rehousing efforts. DHCD will facilitate trainings and workshops focused on best practices in housing search and placement in both market rate (with or without HomeBASE) and subsidized housing units (i.e., public housing, Section 8, MRVP).

Within 5 business days of entry into shelter, each household must have a comprehensive Rehousing and Stabilization Plan established to rapidly exit shelter into safe, alternative, permanent housing. This plan must be re-assessed every 30 days for progress and documented in Efforts to Outcomes Software's customized DHCD system (ETO) and "All Service Integrated System Tracker" (ASIST).

Each household will have a single Rehousing and Stabilization Plan, however each household member aged 18 or older must engage in self-sufficiency activities for 30 hours per week unless excused for reasonable accommodation of a disability or good cause. If any household member aged 18 or older fails to engage in activities towards self-sufficiency (without a reasonable accommodation or good cause excuse) the head of household may choose to remove that member from the EA benefit if determined to be in the best interest of the household's overall compliance with the EA shelter program and Rehousing and Stabilization Plan.

The Contractor rehousing staff must:

1. Identify a family's strengths and assets – such as relationships, skills, and personal history, rather than merely a family's "deficits" – and use those strengths to chart a path toward housing.
2. Communicate with families and case managers to understand the family's housing priorities, including but not limited to unit location, size, and rent, as well as other information that may be helpful to establish a positive tenancy.
3. Work with case management and System Navigator staff to develop and update rehousing plans on a regular basis, taking appropriate steps when families do not comply with the plans.
4. Identify both market rate and subsidized housing units, including units listed on the Housing Navigator website and bring families to visit units both in the community where they are sheltered and other communities.
5. Help families apply for short- and long-term subsidies (like HomeBASE, Section 8, and Permanent Supportive Housing) and explore alternative housing models, like co-housing (shared apartments).
6. Create a model to recruit and maintain strong relationships with property owners, including educating potential landlords about anti-discrimination laws relative to rental assistance and voucher programs, family composition, disabilities, and civil rights.
7. Coordinate with case managers to review lease provisions, rights, and expectations with families.
8. Develop and implement strategies for families to present themselves successfully to potential property owners.
9. Provide transportation, including accessible options and support, as necessary, to view apartments, negotiate with real estate agents and/or landlords, and appeal denial of housing based on mitigating circumstances.
10. Complete the following in ETO/ASIST:
    a) Complete a U.S. Department of Housing and Urban Development (HUD) intake assessment in ETO/ASIST on every member of the family at program entry (this must also be completed annually, at program exit, and when updating as necessary).
    b) Document rehousing efforts and meetings utilizing the EA Case Notes in ETO/ASIST.
    c) Enter a Rehousing and Stabilization Plan within 5 business days of intake and update the plan every 30 days, until the family is rehoused from shelter.
    d) Complete 20 Mile Declaration for families placed outside 20 miles of their home community, during the first housing meeting and whenever a family wishes to change their preference.
    e) Complete School Enrollment information for all school-aged children (ages 5 through 18 years) upon shelter entry, annually, and whenever there is a change in school.
    f) At time of exit, complete the State Exit Information on the head of household for all families exiting shelter including transfers.

HomeBASE: HomeBASE is a rapid rehousing program designed to provide an alternative response to shelter through flexible financial assistance for housing stability. Each referred family must be made aware of the availability of the HomeBASE benefit, as well as the program rules and regulations. The Contractor must support each family to creatively strategize rehousing options that include utilization of HomeBASE. If a family is interested in and able to utilize HomeBASE, the Contractor must complete the HomeBASE assessments and benefit determination, prepare all necessary forms for the HomeBASE administering agencies, and provide stabilization for up to 24 months from the date of the first HomeBASE payment made.

Strategic Rehousing Initiative (SRI): SRI is a flexible financial benefit for families in shelter where additional funds exceeding the allowances under the HomeBASE program are necessary to rapidly exit shelter. SRI funds are targeted to families with complex rehousing needs and the Contractor must submit a request to DHCD, on behalf of a family seeking SRI funds, which includes a written justification of need for approval prior to accessing the funds.

Contractor Rehousing Goals: DHCD expects that shelter stays are rare, brief, and non-recurring. Meeting this expectation relies heavily on the Contractor's rehousing activities and efforts. The Contractor must support each family's rehousing placement activities from shelter into more stable long-term housing and is expected to meet Contractor-specific rehousing and placement targets based on region and placement history.
DHCD expects the Contractor to meet the following performance measures:

1. 100% of the Contractor's individualized placement target.
2. 100% of referred families have an established Rehousing & Stabilization Plan completed within the first 5 business days of entry into shelter.
3. 100% of referred families thoroughly explore all potential successful housing outcomes including, but not limited to: utilization of transitional or supportive housing, new rental tenancy, independent or shared living with another family, subsidized or unsubsidized housing, or permanent residency with family or friends.

Individualized placement targets are established based on an average of the Contractor's last three fiscal year placement outcomes and an average of the last three fiscal year placement outcomes for all EA providers in the Contractor's region with a comparable portfolio size. The Contractor's individualized placement targets will be established by DHCD and provided to the Contractor by their designated Contract Manager no later than 10 days into the start of the fiscal year (July 10th).

Example:

FY 23 Determined Individualized Placement Goals:						
Contractor	**Portfolio Size**	**FY 20 Placements**	**FY 21 Placements**	**FY 22 Placements**	**Total**	**Average**
A	32	20	15	10	45	15
Region	**Portfolio Size Range**	**FY 20 Placements**	**FY 21 Placements**	**FY 22 Placements**	**Total**	**Average**
Boston	26-50	30	20	15	65	21.66667
Total of Contractor and Regional Averages:						36.66667
Average of the Total Contractor and Regional Average #:						18.33333
Contractor A Individualized Placement Goal for FY 23:						**18**

C. Component 3: Case Management

Guiding Vision: DHCD seeks to fund a Housing First case management approach to address each family's barriers to getting housed. Additionally, without delaying housing placements, case managers – who will be supported by new "System Navigators" – will help families connect to CoC's and other resources that families can access while in shelter and continue to access once they are stably housed. Together, these approaches will help shorten shelter stays and empower families to forge long-term community connections to maintain stable housing.

DHCD recognizes the vital role that case management can play in leveraging families' strengths and helping them to address their barriers. DHCD embraces a Housing First services approach and expects that providers will work

collaboratively with families to address barriers that directly impede housing. However, providers should never require certain barriers be "overcome" before a housing placement can be made. Wherever possible, priority should be placed on making permanent connections to CoC's and other community entities that can be maintained after placement into housing.

Specifically, staffing for Component 3 will include case management services and "System Navigators."

Case Managers: Case managers must use a trauma-informed approach to help families navigate barriers to tenancy and build a support system by connecting them with people and programs in the community. The goal of case management is, first, to help families be as prepared as possible to move into permanent housing, and second, to connect families to a support network once they are housed. Generally, case managers are expected to connect families with existing community resources, not provide services directly to families.

Specific case management activities include (but are not limited to):

1. Assessment of a family's strengths, needs, and barriers to housing in coordination with Housing Search staff.
2. Resolving or mitigating tenancy-screening barriers, such as securing identification documents.
3. Supporting families in completing activities listed in the Rehousing and Stabilization Plan.
4. Securing connections to healthcare services (e.g., community health clinics).
5. Securing connections to job training/job placement services for all household members age 18 or over who are not employed or in a matriculated education program, a training program, community service program, or substance abuse treatment program as well as other activities specified in Department of Transitional Assistance (DTA) regulation at 106 CMR 703.150.
6. Assistance securing benefits (i.e., SNAP, TAFDC, SSI).
7. Working with parents to address educational and health needs of children and enrolling them in appropriate education or other services.
8. Documenting case management efforts and meetings utilizing the EA Case Notes in ETO/ASIST.

Case management supports should be determined in consultation with the family and should vary in intensity and scope based on the family's assets and needs. Families should be actively engaged in their case management, not passive recipients of aid. Case managers should encourage families to drive case management planning and goal setting based on what they hope to achieve.
Contractor is expected to provide supervision to its case managers to ensure they are properly trained and provide consultation on challenging cases.

The Contractor shall endeavor to refer working age (18+) family members who are not employed, in a matriculated education, a training program, community service program, or substance abuse treatment program to appropriate community-based workforce development and/or other education/training programs to help maximize income and obtain employment whenever possible, with the exception of a reasonable accommodation to not participate in such programs due to a disability, or other good cause. If a working age family member is receiving a disability benefit such as SSI/SSDI or has been approved by DHCD for a reasonable accommodation the Contractor shall make the family member aware of optional work, training or educational programs available to persons with disabilities, completing referrals when appropriate. These programs include but are not limited to, the Ticket to Work Program and the MA Rehabilitation Commission.

The Contractor must ensure that case managers have witnessed the presence and wellbeing of all members of an EA household, including children, on a daily basis in congregate shelter settings, and bi-weekly in scattered site and co-shelter settings (this includes in-person and virtual visits).

System Navigators: System navigators respond to challenges in identifying available services and making effective referrals – particularly for families with complex needs. System navigators will act as specially trained, on-demand connections experts who are knowledgeable about service availability and eligibility and connected with key individuals in other systems including regional CoCs. They will interface with shelter staff – generally not families directly – and act as in-house consultants and support systems to case managers, housing search and stabilization staff who are struggling to help families navigate complex bureaucracies. Consolidating this expertise in a separate staff role – rather than expecting all case managers to know all resources in a given region – aims to lessen duplication of efforts in attempting to forge connections to community resources, increase the ability to provide training on and develop expertise in system offerings,

and ultimately, improve family well-being. It is assumed that system navigators will not be needed for every case, but rather only the most complex or unique cases where standard case management approaches are insufficient.

Specific System Navigator activities include (but are not limited to):

1. Aiding case managers in identifying available services and help navigate eligibility requirements, especially for families with particularly complex needs, with the focus on making connections to permanent services that can be maintained post-placement.
2. Developing community linkages with CoC's and other state and non-profit entities to ensure effective connections to services, including but not limited to services providing:
   a) Financial literacy, family budgeting programs, and basic banking;
   b) Employment and Training;
   c) Food and Nutrition;
   d) Childcare and Children's Education including public schools and Head Start;
   e) Adult Education, Training, and Life Skills;
   f) CORI resolution and credit repair;
   g) Health Care;
   h) Mental Health;
   i) Substance Abuse;
   j) Family Relations/Mediation;
   k) Domestic and Family Violence;
   l) Parenting Skills.
3. Providing trainings to shelter staff regarding the above community resources and other resources.
4. Participating in DHCD-facilitated trainings and knowledge-sharing on navigating services across the Commonwealth.
5. Helping to inform DHCD's ongoing work with Executive Office of Health and Human Services (EOHHS) agencies and CoC's by identifying areas where coordination could be improved and where service gaps exist.
6. Aiding housing search staff in identifying specialized housing programs, such as Permanent Supportive Housing and other specialized housing services as needed.

Larger shelters with multiple System Navigators may allow some specialization (i.e., one specialist in accessing behavioral health resources, another in career resources). While System Navigators will be budgeted in Component 3, their work can and should extend into Components 2 (Housing Search) and 4 (Stabilization) to continue aiding families in connecting to appropriate services and navigating complex systems once housed.

D. Component 4: Stabilization

Guiding Vision: DHCD aims to empower families to remain stably housed through improved coordination, flexibility and tracking. As a result, the system should see more tenancies preserved, decreased reentry rates and improved connections to long-term community supports.

Stabilization service models must allow for adjustment of staffing and supports based on family needs and preferences. The goal of stabilization is to help ensure each family remains stably housed so that they do not experience homelessness again.

Specific Stabilization services include (but not limited to), for 24 months post-shelter exit:

1. A discussion between shelter staff and the family to determine what supports the family identifies as necessary to help them stay housed after they leave shelter, as well as the frequency of post-shelter communication.
2. Entering a family's initial stabilization plan and progress into ETO/ASIST and update every 30 days until the stabilization services have ended.
3. A minimum of monthly communication with the landlord to confirm that the family is paying rent and to identify any issues that have arisen.
4. Document stabilization efforts and meetings utilizing the EA Case Notes in ETO/ASIST.
5. Help the family to access and utilize all available public and private resources to support housing retention.
6. Encourage each family to progress with the identified goals in their stabilization plan.
7. Cultivate successful landlord-tenant relationships, including monthly communication, and provide mediation if necessary.

8. Advocate for each family in any housing court appearances.
9. Intervene if the tenancy is endangered, for any reason.
10. Assist families in securing appropriate and adequate medical services and benefits with a primary health care provider.
11. Monitor the school attendance and educational progress for each school-age child in the family.
12. Document progress in ETO/ASIST on a monthly basis utilizing the Stabilization Touchpoint.
13. Consult with System Navigators if referrals to certain services are proving challenging.

The Contractor must work with families in their stabilization caseload to ensure that 90% of families will maintain stable housing for at least 6 months after placement, 80% of families will maintain stable housing for at least twelve (12) months after placement, and 70% of families will maintain stable housing for at least twenty four (24) months after placement.

If the Contractor is logistically unable to provide stabilization services based on the geographic location of the family's rehousing, the Contractor must ensure the successful transfer of stabilization services to the appropriate HomeBASE administering agency.

The Department recognizes that engagement with rehousing, case management, and stabilization activities may be challenging for some EA families and is available for case consultations and support with inter-agency collaboration and navigation. Contractor is encouraged to contact its Contract Manager, the EA-Intensive Case Manager, and/or the DHCD Central ADA Coordinator if the challenges involve a disability.

III. Shelter Operations and Requirements

A. Shelter Requirements

Placement in all shelter models must be provided 24-hours-a-day, 7-days-a-week to EA eligible families referred by DHCD in accordance with the following standards:

Health and Safety Requirements: Each shelter facility must meet all state and local health, safety and licensing and/or occupancy requirements, including valid occupancy permits, de-leading certificates and designated smoking areas where required by state or local ordinances. In addition, annual inspections by either a government oversight agency or a certified home inspections service must be conducted for congregate facilities. All permits and certificates must be kept up to date and available onsite or at the closest agency office.

Access to Shelter Facility: The shelter facility must be open and available to families at all times.
All shelter units must be furnished with furnishings necessary to live safely and comfortably in a unit.
In a congregate shelter, furnishings within the family's own assigned bedroom must include, at a minimum, beds, side tables and dressers, adequate lighting, and appropriate window treatments; common dining and sitting areas must also be appropriately furnished.

In a co-shelter or scattered site unit, living room and dining area furnishing including tables and chairs/sofas must also be provided.

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

Serving All Family Compositions: The Contractor must have, without exception, the necessary configuration of facilities to serve all family compositions, including those with adult and teenage males.

Sleeping Arrangements: Each family must be assigned its own bedroom(s) or scattered site apartment. Each adult (other than domestic partner) and all children over the age of five, unless they are of the same gender, must have a separate bed or cot made available to them. Families may choose other sleeping arrangements unless the sleeping arrangement presents a clear health and safety risk to the child(ren).

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

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

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

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

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

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

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

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

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

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

Continuity of Operations ("COOP") Plans (a/k/a Emergency Preparedness Plan): The Contractor must have in place a COOP Plan that identifies mission-critical organizational functions which must continue when normal shelter operations are, or may be disrupted, and provides a framework for the continued operation of these mission essential functions under all threats and conditions. The Plan must also help to identify lines of succession, alternate facilities,

critical systems, essential records, and delegations of authority. The Contractor must submit the completed COOP Plan to their Contract Manager for approval.

First Aid Kits: A fully equipped first aid kit must be available and accessible in case of an emergency. Scattered sites and co-shelters must have first aid kits available in each unit.

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

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

For all shelter settings (congregate, scattered site, or co-shelters) the Contractor will develop and execute plans to ensure that all persons with disabilities and/or other barriers are assisted in exiting the building.
The Contractor will keep a report that indicates the day and time that each drill is held, the time it took to vacate the property (in accordance with the local fire department), the number of families and the number of individuals per family that participated.

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

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

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

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

Access to Transportation: Each shelter facility must have access to public transit or the Contractor must otherwise provide transportation sufficient to meet the goals and activities identified in the Rehousing and Stabilization Plan of each family, including the attendance of doctor appointments and shopping for necessities (i.e. food, toiletries, diapers, etc.). If the Contractor provides transportation, it must provide accessible transportation for people with disabilities.

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

Pet(s): For health and safety reasons, families may not have a pet in any facility. Service animals or animals needed as a reasonable accommodation for a person with a disability are NOT considered pets and Contractor shall adhere to all applicable disability rights laws and DHCD's Guide to Assistance Animals within the Emergency Assistance (EA)

Shelter Program with respect to such animals, including processes the Contractor must follow when a family arrives at a placement with such an animal.

Bedding and Linens:

1. Each bed, cot, or crib that is used must come with a clean, fire retardant and bed bug resistant mattress designed for that particular bed, cot or crib.
2. Each mattress or cot must have an easily cleaned covering material. In the case of a crib, bassinet, portable crib, or play yard, the mattress must be firmly fitted, and preferably zip closed around the mattress.
3. Each bed, cot, and crib must come with enough blankets to maintain personal comfort. Cribs, bassets, portable cribs, or play yards must be provided with appropriately sized sleep sacks for infants, or assistance in attaining sleep sacks.
4. A new bedding set, including two clean sheets, must come with each bed or cot. Cribs should be equipped with an appropriately sized fitted sheet only.
5. Each family member over the age of 2 years must be provided with a pillow, a pillowcase, and two new towels (at a minimum).
6. Common towels are not allowable.
7. The Contractor must provide new linen any time a new family occupies a placement;
8. The Contractor must provide access to laundry services so families can wash their linens and bedding at least weekly, and as needed.
9. Blankets must be cleaned upon a family's arrival and at least every three (3) months thereafter, and more often if needed, and must be replaced if excessively worn.
10. The Contractor must provide replacement bedding, upon request, if bedding is soiled, worn, or otherwise in need of replacing.

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

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

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

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

The Contractor staff will participate in language access trainings as soon as the next training is available (including web-based and recorded trainings as applicable). Current staff will participate in periodic language access trainings as soon as is feasible, so that all staff receive training on providing services to LEP families. The Contractor's shelter staff shall also attend trainings provided by the Department in collaboration with the Commission for the Deaf and Hard of Hearing and the Commission for the Blind.

DHCD will be continuing to develop trainings for all EA contracted agencies. Once rolled out, the Contractor must participate in ongoing trainings that DHCD provides, on a schedule that DHCD will provide after discussion with the Contractor.

B. Program Requirements

The Contractor must promote practices to increase safety and security of families and their children, including but not limited to: Reinforcing the Uniform Shelter Rules as they relate to unauthorized guests, and supervision of children; Sharing guidance on fire safety; Providing instructions on accessing resources regarding local criminal activity, including the location of sex offenders; And practicing safe sleep for infants.

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

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

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

The Contractor must ensure the food needs are met for every family in shelter. To this end, the Contractor will at a minimum:

1. Ensure that families have access to food, including if necessary, baby formula and/or baby food.
2. Provide families with (a) access to adequate kitchen facilities to prepare up to three meals per day, (b) three meals per day, (c) two (2) meals per day with access to adequate kitchen facilities to prepare one meal, or (d) one (1) meal per day with access to kitchen facilities to prepare up to two meals.
3. Provide secure food storage in facilities where no meals are provided.
4. Provide reasonable accommodations for families with disabilities who have specific disability-related dietary restrictions or disability-related limitations on their ability to utilize otherwise adequate kitchen facilities.

TESI Requests: Families are expected to stay at the shelter every night unless the family requests and receives an approval from the DHCD Centralized Placement Unit (or the Central ADA Coordinator if appropriate) for a Temporary Emergency Shelter Interruption (TESI) in accordance with established TESI guidelines.

Absences Extended Beyond 48 Hours: A family's absence from a shelter beyond 48 hours must be granted by the DHCD Contract Manager. Specific, written prior authorization for an extended absence may be approved for reasons including without limitation: death in family, other-area employment, or in-patient medical treatment. TESI requests must be considered where the need f or an extended absence out of shelter exceeds 5 business days. The Contractor must report any unauthorized absences from shelter to the DHCD Centralized Placement Unit within twenty-four (24) hours.

Sex Offender Notification and Safety Policy: The Contractor must follow DHCD Sex Offender Notification and Safety Policy issued on October 15, 2019, as may be amended by DHCD from time to time, which includes:

1. As part of intake with a new shelter family, the Contractor is required to review the DHCD Uniform Shelter Rules with the family and provide personal and community safety information. This will include information about the possibility that a sex offender(s) may now, or in the future, be present at the shelter site and/or in the building where the shelter site is located. The Contractor must provide the family with the Sex Offender Registry Board (SORB) brochure that provides information on how to access the sex offender's registry online.

2. The Contractor shall determine how to conduct conversations with families so as not to further traumatize families who have experienced sexual or domestic violence.

3. The Contractor shall post educational safety information that includes how to obtain information on sex offenders in the community. This poster must be accessible in scattered site and co-shelter units, as well as in a central location at congregate sites.

4. If the Contractor receives a referred family from DHCD that includes a Level II or III sex offender, the Contractor must, within three business days, implement the necessary safety measures to address the safety needs of other shelter residents and staff. This includes informing EA families in the building of the existence of a sex offender in the building, disclosing the identity of the sex offender to those EA families in accordance with the protocols set forth below, reinforcing the Uniform Shelter Rules around safety, and providing information on how to obtain information from the SORB.

5. Before the Contractor discloses the identity of a sex offender to other families, the following protocols must be followed:

    a) If the sex offender is a family member in EA, the Contractor must notify the head of the household of plans to share the identity of the family member who is a Level II or III sex offender with other EA families who are sheltered at the same property. The Contractor will also assure that the family is aware of how and to whom they should report any harassment, violence, threats, abusive language or intimidation that the family may experience. The Contractor does not have to notify the sex offender if the family is not an EA.

    b) Before such information is disclosed to a family, each adult member of the family to which such information is disclosed must sign an acknowledgement containing the following provisions:
        i. Sex offender registration information shall not be used to commit a crime against an offender or engage in illegal discrimination or harassment of an offender. Any person who uses sex offender registration information for such purpose shall be punished by not more than two and one-half (2 ½) years in a house of correction or by fine of not more than $1000.00 or both. M.G.L. c. 6, § 178N.
        ii. Any person who uses the information from the sex offender registration to threaten to commit a crime may be punished by a fine of not more than $100.00 or by imprisonment for not more than six months. M.G.L. c. 275, § 4.
        iii. You are agreeing that you have read and understand the statements above. You also acknowledge that you are receiving this information for your own protection or for the protection of a child or another person for whom you have responsibility, care or custody.
        iv. In addition to the provisions of state law noted above, the Uniform Shelter Rules state that any behavior that poses a threat to the health and safety of self, members of the EA family, other residents, guests, service providers, or shelter staff is prohibited. This includes any acts of physical and sexual violence, threats, abusive language, or intimidation. An EA program who engages in any such behavior is subject to termination.
        v. Any physical or electronic posting of information, including posting on the Internet or on Facebook, Twitter, Instagram or other social media, may be considered illegal harassment and intimidation, which may result in prosecution and/or EA termination.

6. Prior to leasing or renewing leases for EA shelter, the Contractor will conduct a SORB on-line search to help identify sex offenders that may be living at the same address and determine if leasing/renewal would be appropriate.

7. The Contractor will review the family's safety plan monthly, and reinforce Uniform Shelter Rules that deal with safety issues, including parental responsibilities pertaining to arranging babysitting/childcare, care of children while in shelter, curfew, fire safety, violent illegal activity, violent behavior, child abuse and neglect, substance abuse and having visitors/guests while in shelter. The Contractor will also remind parents of their ability to check the online SORB website or to check with their local police station to get information on any offenders in the community.

8. In addition to the notification of procedures described above, the Contractor with shelter units within the same building(s) as another Contractor will notify the other Contractor if it determines that there is a sex offender in the building.

9. The Contractor under contract with DHCD to provide shelter to EA eligible families are required to have written policies governing personnel hiring protocols, including CORI and SORB screenings.

10. The Contractor must have written personnel guidelines that clearly indicate under what circumstances they would consider hiring Level II and III sex offenders. The Contractor must provide these guidelines to DHCD. At a minimum, these guidelines must specify no employment of a Level II or III sex offender at a site where families are being sheltered.

11. The Contractor must formally notify DHCD prior to a hiring decision if it is contemplating hiring a Level II or III sex offender. DHCD will instruct the Contractor not to render an employment offer if the applicant will be performing any of the following duties:
    a) Providing any services at a site where families are sheltered
    b) Providing direct care and support services, which would allow for the potential for unsupervised contact with children
    c) Providing transportation services for EA families
    d) Performing maintenance in shelter facilities that requires direct contact with EA families

C. Program Personnel/Staffing

The Contractor shall ensure the minimum standards for onsite/on-call staffing, as outlined in section III A of this Scope of Services, are met. Contractor also must notify the designated DHCD Contract Manager if the Contractor's program director, or their equivalent, will be away for one week or more and must provide the name and contact information of the person who will be acting in their place.

Staffing plans must:

1. Ensure intake staff are scheduled to work from Monday through Friday, 8:00 am to 6:00 pm (excluding State observed holidays?).
2. Designate staff to provide the DHCD Centralized Placement Unit with a daily census report and/or update the Room/Unit Bed Register in ETO/ASIST.
3. Designate one staff to oversee the Contractor's EA data in ETO/ASIST including managing the data quality.
4. Ensure that at least one staff person who is certified in first aid and CPR is always on duty. (Contractor should strive to certify all staff in basic first aid and CPR, including child and infant CPR).
5. Depending on program size, ensure that at least one staff person who is trained in working with survivors of domestic violence/sexual assault is on duty at all times.
6. Ensure that appropriately qualified staff are available to support families under the terms of this scope during nontraditional business hours (after 6:00pm and during weekends).
7. Establish Human Resources policies and procedures governing employee code of conduct, subject to DHCD approval.
8. Reflect the linguistic, ethnic, racial, and cultural diversity of the families served by the EA program.
9. Include overnight and/or on-call staff schedules.
10. Include other staff positions proposed to be funded by DHCD and other staff positions critical to the program that are not to be funded under this contract, if applicable.

Staffing must conform to the minimum on-site/on-call staffing outlined above.

Contractor must perform CORI and SORI checks on all staff, including subcontracted staff, prior to hiring, and periodically after hiring, in accordance with 101 CMR 15.00; 110 CMR 18.00 & 803 CMR 2.00. Contractor must adhere to any DHCD policies regarding background checks, disqualification and/or DHCD approval requirements with respect to persons convicted of, or having an open or pending charge against them for, criminal offenses and/or persons subject to lifetime registration as a Level II or III sex offender.

Shelters must have the following designated staff persons. Depending on program size and structure, programs may select more than one staff person to fulfill each role, and one person may fulfill more than one role designation, and the designee(s) must be knowledgeable in the issue area and serve as a point person(s) for DHCD for their designated role: Shelter ADA Coordinator; Domestic Violence Services Coordinator; Guest Rights/Grievance Officer; Infection Disease Education Coordinator (including but not limited to COVID-19 and AIDS/HIV). Contractor must immediately report any changes of designees or updates to contact information to their Contract Manager.

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

1. Dignified and respectful treatment of families by staff, and treatment of other staff.
2. Zero tolerance for illegal and unacceptable activities including without limitation substance use, child abuse, sexual harassment and abuse, and possession of weapons.
3. Access to all areas of the facilities by police and staff.
4. Procedures for documentation, data gathering, and reporting, including respect for the privacy and confidentiality of families and staff.

D. Operations

Shelter Bed Vacancies: The Contractor must ensure the ETO/ASIST Bed Registry is up to date in real time. A vacancy is created when an EA family exits the shelter, a HUD exit assessment is completed on the family by the Contractor, and the room is available that day. If a room is vacant, but not available that day, the Contractor shall report it as "offline." A room may be reported as "offline" by completing a bed registry exit form noting the expected date when the unit will become available or "active". When a room becomes available, the Contractor must complete a new bed registry exit touchpoint indicating the availability. In either case, when a room is available the Contractor must review the attributes to ensure the description of the unit is accurate, including but not limited, to accessible features. No vacancies shall be filled or held for a family that has not been referred by the Department.

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

Off-line Units: All off-line or otherwise unavailable room/units must be immediately entered into the bed register as "off-line" and must note in the bed register any day(s) on which a room/unit remains off-line or otherwise unavailable. Contractor is expected to bring offline/off-line rooms/units back online in the shortest amount of time possible. Unless there are exceptional circumstances that have been communicated to, and approved by, DHCD, rooms/units that are offline/off-line due to cleaning must be returned to use within twenty-four (24) hours.

The Contractor must submit a written request to, and receive written approval by, the DHCD Placement Director before any room/unit is taken off-line for more than 24 hours. This written request must explain why the unit will not be available and the anticipated duration. This information must be kept current in the bed register.

Rooms/units that have been authorized by the Placement Director to be taken off-line for more than 24 hours must be returned to use within five (5) business days. In extraordinary circumstances, where five (5) business days is insufficient, the Contractor must submit a written request for a further extension, which must be authorized in writing by the DHS Director. Regardless of whether the extension is granted, the Contractor must continue to note in the bed register any day(s) on which a room/unit remains off-line.

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

The Contractor shall not be paid for any rooms/units that are off-line in excess of the "off-line" period approved by the Placement Director and, where applicable, the DHS Director.

Uniform Rules for Families: DHCD has issued Uniform Shelter Rules governing the behavior of sheltered families, which must be provided to all families upon intake orientation. The Uniform Shelter Rules and a shorter summary of the Rules are available on the DHCD website in English, Amharic, Arabic, Haitian, Portuguese, Somali and Spanish on the DHCD website.

DHCD's Uniform Shelter Rules utilize these guiding principles:

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

- Successful shelter management and program administration.

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

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

Non-Compliance and EA Termination Procedures: The Department's objective is that the family will succeed in efforts to become self-sufficient and secure sustainable housing during their shelter stay. The Contractor may increase case management services for families that are having particular trouble with shelter expectations, and/or engaging in behavior that may pose a threat to health and/or safety to the family, other shelter residents or staff, and/or failing to participate in the activities in their Rehousing and Stabilization Plan.
The Contractor must make all efforts to connect the family to community resources for added supports.
System Navigators may be particularly helpful in meeting any underlying needs that may be contributing to problematic behavior.
If there is a subsequent incident of the same violation, the Contractor may submit Non-Compliance requests for continued disregard of certain shelter rules, behaviors that pose a threat to the health and safety of the family, other shelter guests and/or staff, and for failing to develop and/or participate in the required Re-Housing and Stabilization Plan.

Three substantiated Non-Compliances and/or certain Health and Safety and Criminal Activity violations may result in termination from EA shelter benefit.

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

Initial Incident: An "incident" is a situation where a family's actions or behavior may be determined to violate a reasonable shelter rule, pose a threat to health and/or safety (including use or possession of a controlled substance) or fail to comply with the activities in their Rehousing and Stabilization Plan.

In the case of an incident that does not rise to the level of a "serious incident" the Contractor must issue a warning notice to the family detailing the incident or behavior (Note: A shelter may not issue a termination of shelter letter to a family without authorization from DHCD.). A copy of the "Notice of Infraction of Uniform Shelter Rules" must be placed into the family's record and a copy emailed to the DHCD Non-Compliance Coordinator.

Subsequent Incident: If there is a subsequent incident, the Contractor may initiate the process for non-compliance consistent with EA regulations. When submitting Non-Compliance requests to DHCD, the Contractor must fax or email all documentation about the relevant incident(s), including answers to the basic questions of who, what, when, where, why and how, to the DHCD Non-Compliance Coordinator.

Serious Incidents: Serious incidents involve serious misconduct, threatening behaviors, or actual harm involving or affecting an EA program, or any EA family members. Serious incidents can involve perpetrators that are EA family members, program staff, external community members or anyone else.

The Contractor must maintain and update a log of serious incidents, including without limitation:
1. Detailed information about the incident (who, what, where, when).
2. Date, time, and location of all serious incidents.
3. Calls to emergency services (police, fire, ambulance).
4. Any violence, incidents, injuries or deaths.
5. Natural disasters.

The Contractor MUST inform DHCD immediately when allegations of serious incidents occur, regardless if such allegations would lead to a Notice of Noncompliance with respect to an EA family or not. Serious incidents include (but are not limited to):

1. Police, fire department, or ambulance involvement.
2. Accidents which require admission to hospital.
3. Media involvement.
4. Deaths.
5. Fire or natural disaster.
6. Bodily harm or threat of bodily harm to a family, resident or staff member.
7. Instances of activities that threaten the safety and well-being of a family, resident or staff member.
8. Instances of serious and highly contagious infectious diseases that DHCD is required to report to the Department of Public Health (See DPH Guide to Surveillance, Reporting and Control at https://www.mass.gov/handbook/guide-to-surveillance-reporting-and-control)[2].
9. Alleged criminal activity of any kind; including but not limited to sexual assault and domestic violence.
10. Other incidents which result in a major disruption of the EA program.

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

In order to ensure that the appropriate DHCD Contract Manager receives timely notice of the incident, the more detailed report in the form required by DHCD (the Serious Incident Report (SIR), and any necessary follow-up, the Contractor must report Serious Incidents as follows:

1. Develop internal protocols regarding serious incidents, including protocols for bringing allegations to the attention of the Contractor's Executive Director immediately. The Contractor's protocol must also specify which staff member(s) will be primarily responsible for reporting incidents to DHCD if multiple staff members are aware of an incident; it is ultimately the responsibility of the Contractor to assure that contact is made immediately.

2. Notify the DHCD Contract Manager via email of the incident immediately, copying the DHS Director, Director of Homeless Contracts, Placement Director and Placement Assistant Manager, and Intensive Case Manager. The Contractor must then perform a preliminary investigation as outlined in the SIR and provide a more detailed report within 24 hours for the DHCD staff identified above.

3. Detail within the submitted SIR all investigation efforts as of the date of the notice. Investigation efforts must, without limitation, attempt to explain the cause of an incident, where the cause is not immediately apparent, all parties involved in the incident, actions taken or that need to be taken to assure the safety of EA families, staff and the community, and what/if any changes to the Contractor's practices and protocols are warranted in light of the incident.

4. Detail all ongoing and up to date information from the start through the closing of the investigation, reporting back to the DHCD Contract Manager, where further investigation (beyond the SIR submission) is warranted. If there is a compelling reason why Contractor cannot complete the preliminary investigation within 24 hours from the occurrence of the incident (due to the need to consult external parties, for example) the Contractor must seek approval from the DHCD Contract Manager for additional time needed (up to three days) to provide the final SIR**.**

Reasonable Accommodation Requests: The Contractor must keep a log of family requests for reasonable accommodations (changes in policies, practices, procedures or services) and/or reasonable physical modifications to facilities (referred to herein collectively as "reasonable accommodations") based on disability in accordance with DHCD guidance regarding reasonable accommodations and ADA policies. This log must note the date of each such request and

the Contractor must report any such request to the DHCD Central ADA Coordinator promptly in accordance with DHCD guidance regarding reasonable accommodations and ADA policies.

In order to ensure that DHCD receives the request timely, the Contractor must follow DHCD guidance regarding reasonable accommodations and ADA policies and DHCD's directives with respect to a family request for a reasonable accommodation. Only the DHCD Central ADA Coordinator shall have the authority to deny a request for reasonable accommodation.

E. Recordkeeping

The Contractor must maintain the following records on site and/or electronically which shall be provided to DHCD for review and approval upon request:

Case File: The Contractor shall maintain a case file on each family served which shall include, at a minimum:

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

Non-Case File Records:

1. Occupancy rules and regulation for the EA family as well as for staff.
2. Grievance procedures.
3. City/town occupancy permit, fire inspection and health inspection certificate as required by law;
4. Written statement, from either the local board of health or the Department of Public Health, that the facility/unit is compliant with G.L. c. 111, §§ 190-1999 and 105 C.M.R. 460.000, et seq. governing lead paint.
5. Log of serious incidents.
6. Personnel policies and procedures.
7. Personnel records of each employee, including:
    a) Statement of job description, including responsibilities, and qualifications.
    b) Employee's resume or job application.
    c) Copies of CPR and First Aid certification and any other relevant certification.
    d) CORI and SORI background checks conducted in accordance with 106 CMR 150.
    e) Staff time and attendance records.

F. Data Collection and Electronic Reporting

DHCD is exploring the development of new software reporting systems. Contractors shall be required to use the new software upon DHCD's implementation, meanwhile ETO and ASIST are the standard tools used in reporting, monitoring, and evaluating the performance of all Contractors.

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

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

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

To ensure privacy, integrity and security of the system and provide families with the best possible outcomes, the Contractor must ensure that any Personal Identifying Information (PPI) and Personal Health Information (PHI) communicated via email correspondence is done so securely, utilizing the State's Secure Email System. Instructions for the system may be found here: https://www.mass.gov/doc/dcs-policy-18-101-5l-secure-email-setup-instructions/download.

The Contractor must enter and exit families from programs on the date of the entrance or exit to ensure the timely reporting to DHCD of vacancies and occupancy; and complete data collection on every EA Family member at appropriate collection intervals: At time of Record Creation/Intake (DHCD and Contractor), Program Entry, Updates Annual Assessments, and Program Exit.

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

The Contractor will review and confirm all pending referrals from DHCD's Placement Unit throughout the course of the business day and update the DHCD Rehousing and Stabilization Plan every 30 days or more often if needed.

On a bi-monthly basis, the DHCD Contract Manager will provide the Contractor with written and oral feedback regarding data quality. The Contractor will be provided with a timeline to correct missing data and improve upon data quality.

G. Monitoring and Evaluation of Performance and Contract Compliance

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

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

1. Discussions with the Contractor's governing board regarding DHCD's concerns relating to Contractor deficiencies.

2. Written notice to the Contractor documenting the issue and prescribing corrective action plans including milestones and deadlines, as well as consequences of failure to comply with the corrective action plan. A copy of this notice may be sent to the president or chair of the Contractor's governing board.

3. Written notice to the Contractor documenting ongoing performance deficiencies or other contract breaches and informing the Contractor that a portion of the Contractor's compensation will be retained, in such amount(s) as DHCD determines to be reasonably proportional to the value lost to DHCD as a result of the ongoing failure or contract breach, until such time as the Contractor cures the failure or contract breach in the manner set out in the written notice.

4. Written notice to the Contractor documenting a material contract breach and informing the Contractor that a portion of the Contractor's compensation will be deducted, as liquidated damages, for the breach. The amount deducted shall be the amount that DHCD determines to be reasonably proportional to the value lost to DHCD as a result of the failure or contract breach. The following are examples of material breaches for which liquidated damages may be deducted:
    a) If a unit is offline for a period that exceeds the amount of time authorized in writing by the Contract Manager or, where applicable, the DHS Director, DHCD may deduct from the Contractor's next payment an amount equal to the value of the unit(s) impermissibly offline during the pay period, times the aggregate number of impermissibly offline days.

5. Termination of this contract or any other action as may be necessary or desirable to DHCD to correct the Contractor's noncompliance with this contract, including a referral to the Massachusetts Attorney General's Office or Inspector General's Office for further investigation.

H. Vacancy and Offline Procedures

The Contractor must provide DHCD with accurate and up to date Shelter Contact Information in DHCD's case management system, to indicate the person responsible for managing unit vacancies in the EA shelters and how to contact them.

The Contractor must ensure that all families are assigned to a specific unit in DHCD's case management system until the family has exited shelter to allow DHCD to manage daily vacancy information.

Contractor must also list accurate unit descriptions and unit addresses in ETO and ASIST at all times.
If the Contractor needs to make any changes to the unit description/specifications – such as the addition of carpeting or renovations to make the unit wheelchair accessible – the Contractor must update ETO/ASIST and email DHCD's Placement Unit to inform them of these changes.

The Contractor must update unit availability in real time by using the current online / offline process in ETO/ASIST. If a unit cannot shelter a family, by the next business day, the Contractor must document the reason why a unit is unavailable (offline) and the expected date the unit will be available again.
The Contractor must follow the processes outlined in Section II. D. of this Scope of Services on requesting extensions for units that will be unavailable for more than five (5) consecutive days. If the Contractor is unsure of the process, they should contact their Contract Manager.

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

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

I. Billing

By the 10th of each billing month, the Contractor shall submit payment vouchers to the appropriate Contract Manager for the previous month. Each Payment Voucher (PV) must have the applicable supporting documentation attached (identified below).

PVs for Component 1, Component 2 and Component 3 or any other billing expenditures should be sent to: DHCD, 100 Cambridge St., Boston, MA 02114 (Attention: Contract Manager).

1. Component 1: A Monthly Accommodation Form must be signed by the Contractor's Executive Director or their designee to attest to the Department that the monthly form accurately reflects the daily number of units available and the daily number of units occupied.

2. Components 2, 3, and 4: A Monthly Expenditure Report (MER) along with a Personnel Summary Report. The MER form will be based on the Contractor's contract budget. A template will be provided by DHCD.

The Contractor will be notified in writing of any changes or clarification to the forms and documentation required, or procedures to be used, to obtain reimbursement.

If Contractor operates any co-shelter unit that has only one family placed in it for more than one billing cycle, Contractor must only bill for one family after the initial billing cycle.

Any expense the Contractor claims without appropriate supporting documentation shall be disallowed and returned to the Contractor for corrections and resubmission.

Fiscal Controls: The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder that meet the requirements established by the Department, which internal policies shall include executive compensation policies and procedures, compliance policies and procedures, conflict of interest policies, code of conduct policies, and internal controls policies that relate to fiscal management.

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

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

Further, the Department reserves the right to secure its own independent audit of the Contractor's records if, in its sole discretion, the Department determines that it is necessary for any reason.

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

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

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

1. Disclose to the Contractor's governing board the existence and extent of their interest in or association with any business, agency, or organization that may be the subject of consideration for a contract or grant utilizing funds provided pursuant to this Contract;
2. 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;
3. 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;
4. 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
5. For each member, officer, director, and employees having responsibilities for services provided under this Contract:
    a) Disclose to the Contractor's governing board and the Department, 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.

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

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

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.

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 the Department 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.

J. Capacity Expansion and Reduction

Because the demand for shelter capacity fluctuates, DHCD will periodically review shelter capacity and adjust contracted capacity as needed. Should DHCD determine that immediate shelter expansion is required, the Contractor may be contacted and asked to establish additional rooms/units within a mutually agreed upon timeframe. Should DHCD determine that a reduction in capacity is required, the Contractor may be contacted to renegotiate contracted capacity and

associated costs. Every reasonable effort will be made to anticipate and communicate such changes to the Contractor in a timely manner.

Alternate Shelter: From time to time, at DHCD's request, a Contractor may be required to temporarily place a family in a hotel or motel when DHCD determines that a referral of the family to the Contractor is appropriate based on the location and/or features of the Contractor's portfolio. This may include, without limitation, situations when of the Contractor's contracted shelter units meeting the family's needs is expected to be available in a short period of time, or when an emergency situation requires an immediate temporary placement of the family.
In the event of an emergency in which the number of EA eligible families exceed contracted capacity, DHCD may ask Contractor to secure alternate temporary shelter as services pending placement of the family in a contracted shelter or sustainable housing. The specific services to be provided and the rate for such services will be negotiated with interested providers on an as-needed basis.

Transition Planning: Contractor must submit a plan to DHCD for review and approval prior to converting any portion of its EA shelter portfolio to community rooms/units or other uses, supported with funds raised from sources other than DHCD, should a reduction in need occur. Updates must be provided upon request.

K. Subcontracting

The Contractor must inform the Contract Manager if they intend to subcontract out any services, and any subcontracting agreement must be approved by DHCD in writing prior to execution. The subcontract agreement must include a detailed description of services and budget for DHCD's review and approval.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING STABILIZATION
EMERGENCY ASSISTANCE (EA)
FAMILY SHELTER

SCOPE OF SERVICES | ADDENDUM I

A: Diversion

Because long shelter stays and homelessness episodes can harm families, DHCD seeks to make homelessness as rare as possible. To achieve this, DHCD is expanding its diversion program to build upon provider/agency successes in helping families secure safe alternatives to shelter.
Diversion is for families who are homeless and EA eligible, but may - with some support - be able to avoid EA shelter entry. DHCD reserves the right to supplement funding under budget line items 7004-0101 and 7004-0108 with other resources that may become available from time to time for these purposes.
DHCD seeks to divert approximately 160 families per month or approximately 35% of EA eligible families applying for assistance. Targets may increase or decrease over the course of the contract as economic conditions and the number of shelter applications fluctuate.

Region Name	Approximate Monthly Diversions
Boston	40
North Shore	20
Metro Boston	20
South Shore, South Coast, Cape Cod	40
Central MA	15
Western MA	25
TOTAL	**160**

Diversion functions include:

1. Staff availability to screen and assess families for Diversion both in person and remotely (virtual meetings and/or telephone calls).
2. Using HomeBASE as necessary to help a family identify and move into new housing.

3. Providing mediation services (and/or connecting families and landlords to community mediation resources) as necessary to help sustain their housing stability.
4. Providing housing search services.

DHCD will set monthly Diversion goals for each provider. Stabilization for diverted families will continue to be funded through the HomeBASE line item (7004-0108) and provided by HomeBASE administering agencies.

Diversion Contractor Responsibilities:

1. The Contractor will ensure that Diversion staff are available both in person and remotely (virtual meetings and/or telephone calls) between the hours of 8am to 4pm, Monday through Friday, excluding State observed holidays, to screen and assess all families determined eligible for EA shelter. The DHCD Homeless Coordinator will make a referral to the appropriate Diversion provider, providing an EA-eligibility letter (NFL-9) through ASIST and email. Once the family is referred, Diversion staff must contact the family to complete the benefit determination assessment either in person and remotely (virtual meetings or telephone calls).

2. The Contractor must facilitate rapid rehousing plans by utilizing the Housing Navigator site to identify subsidized housing accepting applications for upcoming lotteries and openings and/or with units available for immediate occupancy.

3. In addition, the Contractor must maintain a list of landlords and units within their region as approved by DHCD to facilitate rapid rehousing plans. This list must include landlord contact information and unit addresses with the following detail:
   a) Number of bedrooms
   b) Floor level and information regarding stairs or elevator access
   c) Accessibility features
   d) Rent and utility information
   e) Date available for move in
   f) Landlord screening requirements (i.e. credit, landlord references, CORI, etc.)

4. The Contractor will maximize the use of HomeBASE, for rental stipends, security deposit, utility arrearages, first and/or last month's rent, moving expenses, childcare, furniture and relocation, or for other costs otherwise eligible under HomeBASE.

   HomeBASE is a rapid rehousing program designed to provide an alternative response to shelter through flexible financial assistance for housing stability. Each family referred to Diversion services must be made aware of availability of the HomeBASE benefit, the program rules and regulations.
   The Contractor must support each family to creatively strategize rehousing options that include utilization of HomeBASE. If a family is interested and able to utilize HomeBASE, the Contractor must complete the HomeBASE assessments and benefit determination, prepare all necessary forms for the HomeBASE administering agencies, and provide stabilization for up to 24 months from the date of the first HomeBASE payment made.

5. The Contractor may consider the use of Enhanced Diversion (ED), a flexible financial benefit for families to rapidly rehouse and avoid EA shelter entry at the front door, where additional funds exceeding the allowances under the HomeBASE program are necessary.

   ED funds are targeted to families with complex rehousing needs and Diversion providers must submit a request to DHCD, which includes a written justification of need and budget summary for approval prior to accessing the funds. Such situations where a Contractor may request to use ED funds to support a rehousing plan include, not limited to:
   a) Re-housing or relocating a family with five (5) or more family members
   b) High rental costs make HomeBASE alone an ineffective solution to the family's housing crisis
   c) Re-housing will ensure that family will retain existing employment
   d) Re-housing will ensure family with an acute medical need can remain in their community for medical treatment

6. The Contractor shall maintain a system for daily tracking all families referred to Contractor's Diversion program and those families that are diverted from shelter. The Contractor must enter data into ETO/ASIST via Web application or upload on a schedule prescribed by DHCD.

7. The Contractor must by the 10th of the following month, submit a MONTHLY PAYMENT REQUEST/COMP II for the previous month for payment purposes, along with following information:
   a) Name of each family provided with ED funds
   b) Amount and reason of funds provided to each family

Unless a lower target is approved by DHCD in writing, the Contractor shall divert 25 EA eligible families per month using the HomeBASE benefit and other available resources. If the Contractor does not meet the target of diverting 25 EA eligible families during any month, the Contractor shall report to DHCD by the 10th of the following month the number of diverted EA eligible families during the month in question. In such event, DHCD may meet with the Contractor to determine actions necessary to modify the Contractor's program implementation and carry out the agreed-upon modifications in a timely matter.

DHCD Responsibilities:

1. DHCD will provide Contractor with its fiscal year Diversion goal.
2. DHCD will monitor on a monthly basis the Contractor's Diversion rates, use of HomeBASE and ED funding, and other community resources to ensure that Contractor is on target to meet its fiscal year goals.
3. DHCD will provide technical assistance and case consultations on progressive engagement strategies to support Contractor with its Diversion goals.
4. DHCD will convene monthly Diversion meetings with Contractor to facilitate information and resource sharing, review best practices and ensure consistency of Diversion service delivery across regions.
5. DHCD retains the right to increase/decrease the Diversion and ED funds as determined necessary to operationalize the Diversion program.

Program Expansion and Reduction:

Because the demand for diversion fluctuates, DHCD will periodically review diversion needs and adjust contract services as needed. Should DHCD determine that immediate program expansion is required, the Contractor may be contacted and asked to establish additional diversion services within a mutually agreed upon timeframe. Should DHCD determine that a reduction in diversion services is required, the Contractor may be contacted to renegotiate contracted services and associated costs. Every reasonable effort will be made to anticipate and communicate such changes to the Contractor in a timely manner.

B: Strategic Prevention Initiative (SPI)

SPI is designed to support families that are not EA eligible but are at risk of homelessness within 30 days and meet EA eligibility income guidelines. SPI provides flexible financial assistance to stabilize current housing or rapidly rehouse into new housing.

SPI Contractor Responsibilities:

1. The Contractor will ensure that prevention staff are available between the hours of 8am to 4pm, Monday through Friday, excluding State holidays, to screen and assess all families referred by DHCD for prevention assistance (this may include staff to be in person at the local DTA/DHCD Offices).

2. The Contractor will maximize the use of Residential Assistance for Families in Transition (RAFT) funds and other community resources for rental stipends, security deposit, utility arrearages, first and/or last month's rent, moving expenses, furniture and relocation and other necessary needs prior to considering the use of SPI funds.

3. Contractor may access up to $3,000.00 in flexible funds to assist a family under the SPI program.

   These funds must be used to creatively prevent a family from becoming homeless within 30 days, assisting with costs that exceed the allowances under the RAFT program or other community resources. Such costs *may* include a short-term hotel/motel stay.

4. The Contractor shall maintain a system for daily tracking of all families referred to SPI and those families that are successfully rehoused.

5. The Contractor must enter data into ETO/ASIST via Web application or upload on a schedule prescribed by DHCD.

6. The Contractor must by the 10th of the following month, submit a MONTHLY PAYMENT REQUEST/COMP II for the previous month for payment purposes, along with the following the information:
   a) Name of each family provided with SPI services
   b) Type of services provided
   c) Amount and reason of SPI funds used per family

Unless a lower target is approved by DHCD in writing, the Contractor shall assist 10 families per month through SPI efforts. If the Contractor does not meet the target of assisting 10 families during any month, the Contractor shall report to DHCD by the 10th of the following month the number of assisted families during the month in question. In such event, DHCD may meet with the Contractor to determine actions necessary to modify the Contractor's program implementation and carry out the agreed-upon modifications in a timely matter.

DHCD Responsibilities:

1. DHCD will provide the Contractor with its fiscal year prevention monthly goal.
2. DHCD will monitor on a monthly basis the Contractor's use of SPI funds to ensure that Contractor is on target to meet their fiscal year goal.
3. DHCD will provide technical assistance and case consultations on progressive engagement strategies to support Contractor with its SPI goals.
4. DHCD will convene bi-monthly SPI meetings with Contractor to facilitate information and resource sharing, review best practices and ensure consistency of service delivery across regions.
5. DHCD retains the right to increase/decrease the strategic prevention funds as determined necessary to operationalize the SPI program.