

HomeBASE Program Stabilization and Participant Agreement

Introduction to the HomeBASE Program

HomeBASE is a rapid rehousing program. This program supports low-income families to secure long term housing stability. The Massachusetts Executive Office of Housing and Livable Communities (EOHLC) oversees this program for families experiencing homelessness who also qualify for the Emergency Assistance (EA) Family Shelter program. HomeBASE is also available to households who are residing in domestic violence shelters funded by the Department of Public Health (DPH) or families who are in residential family treatment programs funded by the Bureau of Substance Addiction Services (BSAS).

HomeBASE provides an alternative response (or exit strategy) to EA Family Shelter. This is done by providing flexible financial help for housing and stabilization. The goal is to end homelessness and increase economic self-sufficiency long-term. The program is administered on a regional level by non-profit HomeBASE Administering Agencies, or Regional Administering Agencies (RAAs). The administration is done in coordination with EOHLC Homeless Coordinators, EA Family Shelter providers, Diversion staff, the Department of Public Health (DPH), or Bureau of Substance Addiction Services shelter staff.

HomeBASE Data Collection Summary Form	
Tenant Name:	Stabilization Agency:
Tenant Phone Number: Tenant Email Address:	Stabilization Case Manager Name:
Tenant New Address:	Case Manager Email & Phone:
Tenant Preferred Language:	Lease Start: Landlord's Name:
Tenant Secondary Contact: Name: Phone Number:	Landlord's Phone & Email:
HomeBASE Eligibility Date:	Stabilization Plan Completed:

Stabilization Agreement

(These are the terms to which the participant agrees.)

As part of the HomeBASE program, I will be expected to identify my goals in five areas. These will be put into a Stabilization Plan (“Stabilization Plan” or “Plan”) that I will work on with my Stabilization Case Manager. These goals will address:

1. housing,
2. finance,
3. employment,
4. education and training, and
5. children’s health and well-being.

Together with my Stabilization Case Manager, I will track my progress using the Plan. I will use the Plan to help me meet program requirements and measure my success. I agree to create a Plan that outlines specific activities to help achieve these goals for myself and my family. I understand that I must meet all the goals in the Stabilization Plan, including the minimum requirements, unless waived by my Stabilization Case Manager.

My Stabilization Case Manager will contact me at least once a month, by telephone or in person, to update and track progress toward my Stabilization Plan. When I sign this Plan, I am agreeing to engage in the services and activities listed in it. Failure to do so may make me ineligible for continued HomeBASE benefits. If I need to adjust my Plan due to a change in my circumstances, I can always contact my Stabilization Case Manager. I can also contact my Stabilization Case Manager if I need immediate help with a housing situation or other type of situation, related to my housing stability.

If I cannot fulfill the terms of my Stabilization Plan, I agree to immediately notify my Stabilization Case Manager. In addition, if I have issues regarding my tenancy, I agree to immediately notify my Stabilization Case Manager. Issues regarding my tenancy can include, but are not limited to:

- inability to pay rent on time;
- inability to pay my full portion of the rent;
- the need to abandon my unit, including because of a family issue or domestic violence;
- conflict with landlord; or
- damage to the unit.

My Stabilization Case Manager will help me address any issues I might have. They will also help preserve my tenancy and provide housing support.

After the first 12 months of HomeBASE stabilization, if I move out of state or move into subsidized housing, I agree to notify my Stabilization Case Manager prior to moving. If I do so, my stabilization services will end in good standing.

After the first 12 months of HomeBASE stabilization, if I have only used HomeBASE for start-up costs and never received a HomeBASE rental stipend, my stabilization services and monthly meetings with my case manager will end.

In the event I need to access remaining HomeBASE funds prior to the 24-month end of the HomeBASE benefit term, I may contact the HomeBASE Administering Agency and may request a reallocation of funds, [HomeBASE Reallocation of Funds Request Form](#). Contact your HomeBASE Administering Agency (RAA) by visiting the [statewide website](#) and selecting the city or town where you live.

I agree to check in with my Stabilization Case Manager at least every month or as requested. I will also take an active role in my Stabilization Plan. I understand that the Stabilization Plan is a work in progress. I also understand that I am responsible for completing the agreed upon activities and cooperating in the development of new activities.

I understand that EOHLC may adjust the requirements within the Stabilization Plan. Further, I agree to work with my Stabilization Case Manager to modify the Plan, if needed, as a result of those changes.

I agree that changes in family circumstances, such as adding or removing family members from my household composition, may require review or changes to my Stabilization Plan. I understand it is my responsibility to notify my Stabilization Case Manager of any changes as soon as possible.

I promise to make a good faith effort to secure long-term stable housing by actively completing housing search and placement activities.

I understand that family members over the age of 18 (including me) will complete significant activities towards economic self-sufficiency. This includes efforts towards housing retention, location of safe permanent housing, job training, education, job search, employment, childcare opportunities, and life skills pursuant to my Stabilization Plan, as well as the goals outlined within it.

Other Program Participant Obligations

In addition to developing and participating in a Stabilization Plan as described above, by participating in the HomeBASE program, I agree to:

- Wait to move my belongings into the HomeBASE unit *or* occupy the unit until I have received written approval for HomeBASE. If I move in prior to receiving approval, I may be not eligible for HomeBASE assistance.
- Remain in compliance with the terms and conditions of my lease.
- Notify the HomeBASE Administering Agency, in writing, of any change to my contact information, including phone number, email, or physical address. Until then, all mail from the HomeBASE Administering Agency and EOHLC will be sent to the address of my last placement.

By participating in the HomeBASE program, I acknowledge that I may be terminated if any family member, myself, or a guest:

- Engages in drug or criminal activity, 760 CMR 65.05 (1)(f), 760 CMR 65.05 (1)(g);
- Threatens the health and/or safety of provider staff, host, or co-share family, and/or landlord, 760 CMR 65.05 (1)(j);
- Breaks the terms of the lease, 760 CMR 65.05(1)(d);¹
- Vacates or abandons our unit without proper procedures, 760 CMR 65.05(1)(l);²
- Commits fraud, including not telling your Stabilization Case Manager about changes to your income, asset, or family composition within 10 days of a change, 760 CMR 65.05 (1)(n);
- Destroys property in the unit, building, or grounds of the building, 760 CMR 65.05 (1)(i);
- Illegally sublets the unit, 760 CMR 65.05 (1)(m);
- Allows unauthorized residents to remain in the rental unit beyond the period permitted by the lease terms, or for longer than 12 days (consecutive or accumulated overtime), whichever is shorter, 760 CMR 65.05 (1)(m);
- Possesses firearms in the unit, 760 CMR 65.05.(1)(h);³
- Rejects an offer of safe, permanent housing without good cause, 760 CMR 65.05(1)(o);
- Fails to use the unit as their primary residence, 760 CMR 65.05 (1)(k);
- Any or all members of the household take a vacation-related absence from the unit for more than two consecutive weeks, 760 CMR 65.05 (1)(k) ; and/or
- Is no longer categorically eligible for the HomeBASE program, 760 CMR 65.05(1)(r).

¹ Per 760 CMR 65.05(1)(d), a HomeBASE recipient (participant) must not violate its lease. A violation of the lease could include the participant's failure to pay his or her portion of rent or utilities for which the family is responsible not more than five days after the due date. Each instance of late payment of rent or utilities is an independent violation of 760 CMR 65.05 (1)(d).

² Per 760 CMR 65.05(1)(l), a HomeBASE recipient (participant) may not abandon the unit. Abandonment may be confirmed by proof that: (1) the family has removed its belongings; (2) left its belongings in the apartment in a disordered state indicating intent to abandon and did not respond in three days to a written request by the HomeBASE Administering Agency to explain the situation; or (3) has not resided in the unit for five consecutive days without notifying the owner and the HomeBASE Administering Agency .

³ Per 750 CMR 65.05.(1)(h), no HomeBASE recipient (participant), guest, or family member may store or possess a lawful firearm while in the unit or in the building in which the HomeBASE unit is located or on the grounds of the property, except if the possessor of the firearm is a guest who is a law enforcement official present during the conduct of official duties. If the HomeBASE recipient (participant) is unaware that a household member or guest would possess lawful firearms and possession was incident to domestic violence participant shall not be terminated if, participant removes the household member from the HomeBASE household composition and takes reasonable steps to prevent the household member or guest from returning to the HomeBASE. The HomeBASE recipient must contact their Stabilization Case Manager or HomeBASE Administering Agency immediately.

Reasonable Accommodation

If I or a member of my family has a mental or physical disability that may prevent me or us from doing an activity, I may request a Reasonable Accommodation. If approved, my Stabilization Case Manager may be able to modify the activities in my plan to help me participate successfully. I understand I must speak to my Stabilization Case Manager for assistance in requesting a Reasonable Accommodation. I understand that reasonable accommodation requests can be submitted either verbally, by writing, or in any reasonable manner to my Stabilization Case Manager at any time.

Agreement by Participant

- I agree that I have viewed and identified a unit and confirm that I am comfortable with the safety and the size of the unit for my family.
- I also agree that I will not move in until I receive written approval for HomeBASE from the HomeBASE Administering Agency.
- I have received the “[Apartment Habitability Checklist](#)” from my housing search worker. I will use this as a guide to help to support me in identifying a safe and habitable unit.
- I agree to meet and continue to meet the responsibilities listed above.
- I understand that if my family members, guests, or I fail to meet the responsibilities outlined above, I may lose my HomeBASE assistance. I will also be terminated from the program. I understand that I also may lose the ability to use other EOHLC programs, such as the EA Family Shelter program.
- If I refuse to sign this form, it will be treated as rejection of feasible, alternative housing. This will result in termination of HomeBASE benefits or EA Family Shelter program benefits.
- I also understand that continuing receipt of HomeBASE benefits is subject to program and funding availability.

Voluntary Authorization to Release Information

I understand that EOHLC and the HomeBASE Administering Agencies may need to share information about my family with others to run the HomeBASE program. By signing below, I give permission to any government agency, organization, medical provider, company, employer, or person to share information about me and my minor family members to EOHLC and the HomeBASE Administering Agencies. I understand that information may include copies of paper or electronic records. To contact your HomeBASE Administering Agency (RAA), you can visit the [statewide website](#) and select the city or town where you live.

I also understand that this may happen even after my family is found eligible for the HomeBASE program. I understand that EOHLC still has to comply with state privacy laws.

Information that is released could include, but is not limited to, the following purposes:

- Determining my household's initial or continuing eligibility for the program;
- Obtain and share information (by any means, such as oral, written, electronic, facsimile or telephonic) regarding myself and my household members related to my HomeBASE application or program participation;
- Research, analysis and program evaluation by EOHLC, other state agencies, or external partners on EOHLC programs or other initiatives that will help EOHLC improve the HomeBASE program;
- Making referrals to other state-funded initiatives and benefit programs for eligibility determination, recruitment and outreach purposes, if I choose to participate in such initiatives or programs; and
- To comply with state reporting and record keeping requirements.

EOHLC will keep any personal information provided through this release confidential in accordance with applicable law, including the Fair Information Practices Act ("FIPA"), Massachusetts General Laws Chapter 66A; and the Massachusetts Data Privacy Act, Massachusetts General Laws Chapter 93H.

Under FIPA, you have rights concerning certain personal data that is held about you. This includes your right to have certain personal data made available to you and to object to the collection, maintenance, dissemination, use, accuracy, completeness, timeliness, or relevance of the personal data or type of information held about you.

In signing this Voluntary Authorization to Release Information Form, I acknowledge that I have read this HomeBASE Program Stabilization and Participant Agreement in its entirety, or had it read in its entirety to me. I also attest that I understand this form, I agree to the

release of information as provided above, I have received a copy of this form for future reference, and that I understand that a photocopy or digital copy of this authorization is as valid as the original.

I understand and agree that by signing below, I agree to the releases, waivers, and authorizations described above, for so long as my application for benefits from EOHLC remains pending, so long as I remain in continuous receipt of EOHLC benefits, or one year following the completion of my application or my last receipt of a EOHLC benefit, whichever is later.

By signing below, I agree to all the terms and conditions described in this document.

Adult Household Member Signature

Date

Case Manager Signature

Date

Appeal Rights

This section explains your appeal rights. If you have trouble reading or understanding this notice, please contact your HomeBASE Administering Agency. Contact information is listed below. If you cannot locate or contact this agency, you can call the Executive Office of Housing and Livable Communities (EOHLC) at 877-418-3308. They can help explain it to you.

If you would like to review the information or documentation supporting the HomeBASE Administering Agency decision, please contact your HomeBASE Administering Agency.

Right to Appeal

You have the right to an administrative hearing at a HomeBASE Administering Agency to challenge an action or decision about your case. You may make a written request for a hearing to the HomeBASE Administering Agency. This request must be received by the HomeBASE Administering Agency within seven (7) business days after the notice of action, such as a termination, has been given to you.

How to Appeal

If you want your case reviewed, fill in the appeal request included on this form and mail, email, or fax the entire form to your HomeBASE Administering Agency. This **must be** received within **seven (7) business days** after a notice of action by the HomeBASE Administering Agency has been given to Participant at:

[Insert Administering Agency name, address, telephone number, fax number, and email address here.]

When the Appeal Will Be Held

The HomeBASE Administering Agency will schedule a hearing within 15 days from the date of a request for a hearing. They will also give you written notice of the time and place of the hearing not less than three business days prior to the hearing. You can only change the hearing date if you have a good cause (good reason). To ask for a change in the hearing date for good cause, please call, email, or write the HomeBASE Administering Agency. If you miss the hearing without good cause, you may lose your right to a hearing.

Written Decision

Within 14 days following the hearing or as soon thereafter as reasonably possible, the hearing officer at the HomeBASE Administering Agency will provide you with a written decision.

Case Review by the Executive Office of Housing and Livable Communities (EOHLC)

If you are not satisfied with the HomeBASE Administering Agency decision, you can have your case reviewed by EOHLC. To do this, you must file a request for case review within seven calendar days of mailing or other delivery of the HomeBASE Administering Agency hearing officer's decision. Contact information for a case review by EOHLC is: HomeBASE Hearing Review Officer, 100 Cambridge Street, Suite 300, Boston, MA 02114.

After a request for review, EOHLC will notify you and the HomeBASE Administering Agency within 3 business days that each party may submit written documentation to their position. To contact your HomeBASE Administering Agency (RAA) you can visit the [statewide website](#) and select the city or town where you live.

After the time has expired to submit documents, EOHLC will decide whether to uphold, set aside or modify the agency hearing officer's decision. If more time or information is needed to make a decision, EOHLC will reach out. The decision of EOHLC will be in writing and will explain its reasoning if the decision does not uphold the hearing officer's decision.

If a written decision is not rendered within the given deadline, the decision of the hearing officer shall be upheld. In certain instances, the deadline may be extended if additional time is needed.

Your Right to Get Help for the Appeal at the HomeBASE Administering Agency

You have the right to bring an attorney or anyone else as your representative to the HomeBASE Administering Agency (RAA) hearing. To get free legal help for your hearing, contact legal services or other community agencies. Your local HomeBASE Administering Agency (RAA) office can give you information about community agencies in your area. To contact your HomeBASE Administering Agency (RAA) you can visit the [statewide website](#) and select the city or town where you live.

You or your representative have the right to see your case file before the hearing, to bring witnesses and present evidence at the hearing, and to question (cross-examine) witnesses against you. The hearing officer must make a decision based on all the evidence presented.

If you do not speak, understand, read, or write English well and want an interpreter, please write this on your case review request or call _____, as soon as possible before the hearing. Agency specific TTY and translation information can be accessed at: _____.

You have the right to request assistance as a **reasonable accommodation based on disability**. Your HomeBASE Administering Agency (RAA) will work with you to see if a

reasonable accommodation can be provided. Although you can ask for a reasonable accommodation at any time, it is best to do it as soon as possible. If your reasonable accommodation request is denied, you can ask your HomeBASE Administering Agency to reconsider. If that reconsideration request is denied, you can file a complaint with an agency that enforces rights of disabled persons.

If you are requesting a **reasonable accommodation** for a disability, please explain below. Please use additional sheets if necessary. Note that reasonable accommodation requests can be submitted either verbally, by writing, or in any reasonable manner.

Nondiscrimination Notice for Clients

Under applicable federal and state law, the Executive Office of Housing and Livable Communities does not discriminate on the basis of race, color, sex, sexual orientation, gender identity, national origin, religion, creed, age, disability, familial status, children, marital status, military/veteran status, receipt of public assistance/housing subsidy, ancestry, and genetic information. If you believe that you have been discriminated against, you may file a discrimination complaint with the [Massachusetts Commission Against Discrimination](#). You may also file a discrimination complaint with other agencies that enforce civil rights, including the Massachusetts Office of the Attorney General Civil Rights Division ([File a civil rights complaint](#)); the United States(U.S.) Department of Housing and Urban Development (HUD) ([Report Housing Discrimination | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)), and the U.S. Department of Justice, [Civil Rights Division](#).

Need for Assistance (or Help)

For help with the matters described above, we encourage you to contact the EOHLIC, 100 Cambridge St., 3rd Fl., Boston, MA 02114, Tel. (617) 573-1370, TTY (617) 573-1140 for the Deaf or hard-of-hearing.

APPEAL REQUEST

I, _____, hereby request an appeal concerning an action or decision about my case. The reasons for this appeal are:

Signature: _____

Date: _____

Phone number: _____

Email address: _____

***Original and Copy to HomeBASE applicant family; and
Copy to client file at HomeBASE Administering Agency and to EOHLIC.***

My authorized representative is:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email address: _____

A Spanish, Haitian Creole, Portuguese, and Cape Verdean Creole version of this document is available from your HomeBASE provider upon request.

ADDENDUM: HomeBASE Host Family/Co-Share HomeBASE AGREEMENT

The following agreement shall be used when a HomeBASE participant will be co-sharing a unit with another family.

HomeBASE assistance will be provided by: _____ on
(HomeBASE Administering Agency Name)
behalf of the Participant family, _____, to the following parties:
(Name of HomeBASE Applicant)

Name of Co-Share/Host Family: _____
Name of Owner/Landlord: _____

We agree to the following HomeBASE rules:

All parties to this Agreement represent that this housing situation complies with Chapter II of the State Sanitary Code, the State Building Code, and the State Lead Paint Law, if the family includes a child aged 6 or younger.

All parties also represent that the household is not overcrowded, and the housing situation meets the definition of Appropriate Size Unit (760 CMR 65.02) for the total number of residents including the Participant Family. If the tenant resides in a subsidized unit, or a unit that does not meet the above requirements, we agree that the primary tenant has the ability to transfer to another unit that meets these requirements.

All parties further represent that the owner approves of the Participant Family’s residence in the unit for a period equal to the lease term, provided all lease requirements are met.

All parties must agree to work with HomeBASE stabilization staff if leasing in the State of Massachusetts, who will monitor this agreement and will work with both parties if changes to the family’s plan need to be made.

All parties understand that they are responsible for complying with the terms of this HomeBASE Stabilization and Participant agreement. If the conditions of this plan are not followed by any of the parties, the HomeBASE assistance being provided will be discontinued.

Printed Name of Participant: _____
Signature: _____
Date: _____

Printed Name of Co-Share Tenant: _____
Signature: _____
Date: _____

Printed Name of Owner/Landlord: _____
Signature: _____
Date: _____