

HomeBASE Administration Plan
Effective June 2024

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A)  Introduction

HomeBASE is a rapid rehousing program designed to support families experiencing homelessness as they secure long term housing stability.

Who is HomeBASE For? The Executive Office of Housing and Livable Communities (EOHLC) oversees this program as a resource available to families sheltered in, and eligible for, the Emergency Assistance (EA) Family Shelter program, as well to families residing in domestic violence shelters funded by the Department of Public Health (DPH), or in residential family treatment programs funded by the Bureau of Substance Addiction Services (BSAS).

HomeBASE provides an alternative response to shelter through flexible financial assistance for housing and stabilization with the goal of rapidly ending homelessness and increasing economic self-sufficiency. The program is administered on a regional level by non-profit Regional Administering Agencies (RAAs), in coordination with EOHLC Homeless

Coordinators, EA Family Shelter providers, Diversion staff, and DPH or BSAS shelter staff.

This Administrative Plan (“Admin Plan”) governs the provision of HomeBASE assistance and is incorporated into the contracts between EOHLC and the RAAs. The RAAs are responsible for following updates on any new program guidance issued periodically by EOHLC and ensuring that all appropriate staff and subcontracting agencies are prepared to administer the program in accordance with EOHLC guidance and regulations.

B) ↴ Access Points and Referral Process

General Eligibility:

To be considered eligible for HomeBASE, a family must have either been placed into EA Family Shelter (based on a full eligibility determination or presumptive placement if placed in bridge shelter prior to April 11, 2025) or determined fully eligible for EA Family Shelter under all applicable EA regulations¹ and EOHLC guidance, including both current and future Housing Stabilization Notices that further interpret or clarify the regulations.

Roles in Delivering HomeBASE:

- **EOHLC:** EA eligibility is determined by EOHLC Homeless Coordinators. RAAs, EA Family Shelter providers, Diversion providers and DV/BSAS Programs are not responsible for determining EA eligibility.
- **RAAs:** The RAA is responsible for informing the EA shelter, Diversion, DV/BSAS, and Resettlement Agency Program staff about the requirements for a complete HomeBASE benefit referral and ensuring access to all relevant forms. The RAA is also responsible for reviewing the benefit referrals and processing payments. For benefit assistance that is provided on an ongoing basis (i.e., rental stipends), the RAA is responsible for payment processing until the maximum allowable benefit amount has been reached.
- If a family is determined *not to be* EA-eligible and/or chooses not to move forward with the EA application, RAAs are encouraged to refer families to emergency rental assistance services (RAFT) or other community resources, including the Housing Consumer Education Centers, the Commonwealth’s Community Action Agencies, and the Continuum of Care entities.

Referrals to HomeBASE come through three (3) entry

points: 1, Diversion, 2. EA Exits, or 3. DV/BSAS Exits.

1. Diversion: EA-eligible Families Not Yet in EA Family Shelter/Diversion:

Families that are found fully eligible for EA Family Shelter but have not yet been placed into EA Family Shelter are also eligible for HomeBASE. When a new EA-eligible family elects to receive HomeBASE benefits in lieu of entering shelter, this is referred to as a “Diversion.”

Referral Process:

- The EOHLC Homeless Coordinator will make a referral to the appropriate Diversion provider, sending an EA-eligibility (NFL-9) and an email to the provider's point of contact.
- Once the family is referred, Diversion staff will contact the family to complete an intake and assessment.
- If the family chooses to engage in the Diversion program, staff will assist with housing search and case management services while that family remains not yet placed into shelter.
- Diversion staff will develop a HomeBASE benefit distribution plan, facilitate the benefit paperwork and referral to an RAA for issuance of payments, as outlined in the distribution plan.

If the family is unable to participate in the Diversion program and chooses placement into shelter, that family will be provided a shelter placement when available in accordance with the EA program's policies. The family remains eligible for HomeBASE as a resource for exiting shelter once placed, if not terminated or pending shelter termination or appeal.

2. EA Exits: Families residing in EA shelter or EA hotel/motel/EA Exits:

Families placed in EA bridge shelter prior to April 11, 2025 (both presumptively and fully eligible) who are not pending termination from EA are eligible for a HomeBASE benefit upon leaving the program.

Families placed in EA rapid shelter or in EA bridge shelter on or after April 11, 2025 and are fully eligible who are not pending termination from EA are eligible for a HomeBASE benefit upon leaving the program.

Families who have a pending EA termination or appeal will not be referred to HomeBASE unless rehousing is imminent (i.e., family has a plan to move into a unit within 30 days). In cases where EA termination or appeal is pending, the shelter provider must request a waiver from EOHLC before HomeBASE can be approved.

Referral Process:

- EA shelter staff will develop a HomeBASE benefit distribution plan for any eligible family placed into shelter and determined EA eligible by an EOHLC Homeless Coordinator.
- Shelter staff will develop a HomeBASE benefit distribution plan, facilitate the benefit paperwork and referral to an RAA for issuance of payments, as outlined in the distribution plan.

3. Domestic Violence & Bureau of Substance Addiction Services Program Referrals/ DV/BSAS

Exits:

Families within a DV/BSAS program may be referred by their program staff directly to an EOHLIC Homeless Coordinator for eligibility determination. HomeBASE eligible families are those who meet EA eligibility criteria (and are fully or presumptively eligible). For purposes of EA eligibility, applicants staying in a DV/BSAS program are deemed categorically “homeless” under 760 CMR 65. DV and BSAS programs are not considered to be feasible alternative housing for purposes of the HomeBASE program.

Referral Process:

- DV/BSAS Program staff will make a referral to an EOHLIC Homeless Coordinator for eligibility determination.
- If a family is found eligible, a referral is then made to an RAA for housing search and case management assistance with the HomeBASE benefit distribution plan and paperwork for issuance of payments.

C) Award Limits and Allowable Uses

1. Award Limits:

The HomeBASE benefit allows for access of up to \$30,000.00 within a 24-month period to rapidly rehouse and resolve homelessness.

Timing: The 24-month HomeBASE benefit begins on the lease (or occupancy/host agreement) start date. This date must be tracked as the “Stabilization start date” as well. For example, if the lease begins on January 1, 2024, the household’s HomeBASE tenure will end on December 31, 2025.

Distribution of the funds: The distribution of funds within HomeBASE is determined based on the individualized needs of each family to maximize housing stability over a 24-month period.

Reapplication: Pursuant to 760 CMR 65.03(3)(a), families that receive the HomeBASE benefit must wait 12 months following the date of receipt of their last HomeBASE payment before reapplying for the HomeBASE program. Participants shall not access more than \$30,000 within a 24-month period..

Award Limits, In the Event of Termination:

A family that was terminated from the program or did not make a good faith effort to follow the housing stabilization plan during the term of assistance shall be ineligible for benefits under both the EA program and HomeBASE for 12 months from the last date the family received assistance under EA or HomeBASE, whichever is later.

If a family is terminated from HomeBASE for categorical ineligibility due to the removal of dependent children under the age of 21 and a family reunification plan is not established with the Department of Children and Families (DCF) or Massachusetts Probate Court within 60 days, they are barred both from participating in the EA Family Shelter program and from receiving HomeBASE benefits for a period of 12 months, beginning on the date of the termination. Once the 12-month period is exhausted, the family may apply for EA family shelter (and HomeBASE). In all instances, a family may not access more than the 24-month program limit during the original benefit period (which starts from the Stabilization start date discussed in the “Award Limits” section immediately above).

See “Terminations and Appeals” for more details on the Termination process, including details on Single Incident Terminations.

Award Limits: In the Event of Shelter Re-Entry:

If a family is at risk of homelessness while still receiving HomeBASE stabilization services, and their remaining benefit is insufficient to prevent homelessness, they may seek other supplemental program benefits for homelessness prevention. If the family is unable to stabilize their housing with other supplemental homelessness prevention resources, they may apply for EA Family Shelter and be determined eligible, provided they meet the standard EA eligibility criteria and are not barred due to termination.

If a landlord chooses not to renew the lease for year 2, the Stabilization provider must assist the family in identifying a new unit, using any remaining HomeBASE funds to pay for eligible costs related to securing a new unit and maintaining housing stability. If a new unit cannot be secured through no fault of the family, and the household must reapply for EA Family Shelter, the lack of lease renewal & inability to secure housing may be considered grounds for homelessness risk.

During the initial 24-month period, families may only access the remaining amount of their benefit up to the program’s benefit limit. If a family returns to EA Family Shelter their stability services will be suspended.

Families who reapply for assistance, if found eligible, will not necessarily receive the same type or level of HomeBASE assistance as they received previously. The award will depend on the individualized needs of each family and an assessment of what strategy will be most effective to secure long-term housing stability at that time. Each re-determination of HomeBASE benefits will include a written assessment, recommendations, and copies of which will be placed in the family’s file by the RAA and/or the HomeBASE provider.

2. Use of HomeBASE Benefits:

Families engaged with Diversion will have 120 days, starting from the date of EA eligibility approval, to identify a unit and move in with the assistance of the HomeBASE benefit.

Families in shelter may access the HomeBASE benefit to exit without a time limit. As well families approved for HomeBASE while participating in a DV/BSAS program may access the HomeBASE to exit without a time limit. For both EA shelter and DV/BSAS programs, families must not be in the termination or termination appeal process.

If a family moves into a unit prior to an RAA's review and approval of the HomeBASE distribution plan, without an explanation of good cause (to be reviewed by EOHLIC), they may forfeit access to the benefit program.

Allowable HomeBASE Payments:

1. HomeBASE Incentive Payments: Incentive payments are payments that can be made on behalf of host renters, host homeowners, or other households in a shared living arrangement to incentivize them to host EA families within a rental apartment, home or shared living situation. Incentive payments may pay for both past payments or future purchases— i.e., bills or item purchases that are paid directly to a vendor or landlord, co-share tenant, host renter or host homeowner.

Host Renters

- Incentive payments are available for renters who gain approval from their landlord to host an EA family within their rental apartment providing safe living space.
- The renter's landlord must provide written (notarized) confirmation of additional occupants and approval to host. HomeBASE assistance may cover up to 50% of the sublet rental cost for an EA family.

Host Homeowners

- Incentive payments are available for homeowners who can host an EA Family within their home.
- The homeowner must sign an occupancy or host agreement committing to providing a safe living environment including adequate bedrooms per family size.
- HomeBASE assistance may cover up to 50% of utilities/monthly mortgage costs to the homeowner hosting an EA family.

Co-Share Living

- Incentive payments may include financial assistance to pay rent, utilities, or other items to offset the costs hosting multiple EA family members under the same lease.
- Note that in co-share housing situations, the EA family receiving HomeBASE assistance is responsible to pay an equal or lesser proportion of costs, including move-in costs and monthly contracted rent costs, as the other household(s) residing in the unit.
 - o **For example:** if there are two households in a co-share living arrangement, the EA family receiving HomeBASE assistance may be responsible for up to ½, or 50%, of costs. If there are three households in a co-share living

arrangement, the EA family receiving HomeBASE assistance may be responsible for up to 1/3, or 33.3%, of costs.

2. Landlord Leasing Bonus

- Incentive payments may include a one-time bonus payment to a landlord incentivizing the execution of a lease with an EA family receiving HomeBASE assistance.
- This bonus payment may be equal to one-month rent and is an additional payment beyond what might be paid to the landlord not to be considered as a security deposit or toward any month of rent owed within the lease terms.
- HLC encourages EA shelter providers to use Strategic Housing Initiative (SRI) funds as the source of this bonus, to avoid payment of this bonus impacting the family's HomeBASE benefit.

3. Holding Payment to a landlord to secure a unit, prior to lease signing

In rental markets with low vacancy rates, landlords may require a “holding payment” to secure a unit. This payment is often required in a timeframe (24-48 hours) that is sooner than a HomeBASE application can be reasonably processed to make payments. To secure units for families who are eligible for EA, an EA shelter provider, Resettlement Agency (RA), or other authorized third-party entity may be reimbursed with HomeBASE funds for a one-time holding payment worth up-to one month's rent to secure a unit. The holding payment from non-HomeBASE funds will be reimbursable from HomeBASE even if made prior- to a specific family being approved eligible for EA, so long as the unit is ultimately used for a HomeBASE-eligible family and the arrangement otherwise meets HomeBASE requirements.

Non-shelter providing entities are encouraged to work with shelter providers to use SRI funds to make an initial holding payment, but they may also use any non-HomeBASE funds from their accounts to make the one-time holding payment. If used for holding payments, SRI funds may not be reimbursed with HomeBASE.

Upon a family's approval for the HomeBASE benefit, an RAA may use HomeBASE funds to: (1) reimburse the account from which the holding payment was made, up-to the value of the payment made, if SRI funds were not the source of the payment; and (2) account for the “holding payment” as a one time landlord bonus for the unit. This will count as the one-time landlord bonus described in section 2 of the allowable uses.

HLC will issue further technical implementation guidance on how best to enter holding payments into end to end, and the documentation required for any reimbursement.

Pre-lease agreement: In the event that a landlord requests this payment, the landlord and RAA must sign a pre-lease agreement with the RAA, EA provider, RA, or authorized entity that commits the landlord to signing a lease for a family receiving HomeBASE if they receive this payment.

The pre-lease agreement must contain the following, at a minimum:

- A legally binding agreement that the landlord will enter into a written lease with a family exiting, or diverted-from, shelter using HomeBASE or MRVP if the holding payment is made, including the expected date at which tenancy will begin and the duration of the lease • A specification that if one HomeBASE family does not work out for whatever reason pretenancy, the landlord commits to housing another family using HomeBASE in the “held” unit.

In the case of termination: If a family vacates the rental unit due to an eviction, abandonment or other for fault reasons, the landlord can retain the balance of this holding payment.

Reimbursement contingent upon successful lease up: In no event will reimbursement be made until the landlord has entered into a lease with a specific eligible family that has been determined HomeBASE eligible. If a landlord makes a unit unavailable after the holding payment is made, HLC is unable to reimburse a provider.

In the event that an EA shelter provider is also an RAA, and is therefore making a reimbursement to themselves, they will need to provide at a minimum concurrent documentation of payments that are being reimbursed and receive written approval from their EA contract manager. It is preferable that the provider contact EOHLIC as soon as they are aware of a need for a reimbursement, for written EOHLIC pre-approval.

4. HomeBASE Rental Stipend

Rental stipends are available for families to secure and maintain housing in the private rental market. The stipend is paid directly to a landlord, who must be informed of the program rules and plan for distribution of rental stipend funds and execute a lease agreement prior to the first payment.

Tenants in subsidized housing units where rent is computed as a percentage of income are not eligible to receive Rental Stipends within the HomeBASE benefit distribution plan. Families residing in market-rate units (or affordable housing units where rent is not computed as a percentage of income) are eligible to receive rental stipends but will also be required to pay at minimum of 30% of their gross household income as a rent share contribution.

Rental stipends may also be used in co-share living arrangements to support deeper affordability. The rental stipend will be paid out incrementally over an agreed-upon amount of time, up to 24-months and will be paid to the landlord directly. Families in co-share living arrangements are also required to pay a minimum of 30% of their gross household income towards rent share contribution, unless 30% of their gross household income would exceed the amount of rent due.

Please see “Program Administration: Income Determination Documents” section below for more details on calculating gross household income.

5. HomeBASE Assistance with Furniture, Utilities and Debt

HomeBASE may provide funds to help families maintain or establish tenancies, which may require payment toward furniture, utilities, or other debt.

Except as specifically provided below, furniture costs may not exceed \$2,500.00 per family and furniture purchases are limited to the following types of basic furniture (*unless otherwise waived by EOHLIC for extenuating circumstances based on family need*):

- Beds/Cribs (Children 14 and younger: crib or twin bed; children 15-17: twin or full bed; Single adults or adult couples 18 or older: full or queen bed),
- Kitchen or dining table,
- Kitchen or dining chairs.

If a refrigerator or stove is not provided in the unit, it may be purchased with HomeBASE assistance, and the cost will not be included in the \$2,500.00 limit.

Families may request a waiver to the \$2,500.00 limit from EOHLIC. The waiver request must include the items requested, cost per item, the reason for exceeding the limit, and a description of any other resources explored, such as furniture banks and donations.

HomeBASE may also be used to pay outstanding debt such as rent arrears and/or utility arrears if the arrears are preventing the family from moving into the new unit or from renewing the current lease. Arrearage awards are capped at \$5,000.00 total (*unless otherwise waived by EOHLIC for extenuating circumstances based on family need*).

6. Moving Assistance

If a family requires assistance to secure a new unit in- or out-of-state, staff will require documentation to verify the availability of the unit including, but not limited to:

- a signed copy of the lease with contact information for the landlord,
 - proof of ownership,
 - and a completed Form W-9 before making payment for first, last month, or security deposit.

Standard moving costs

HomeBASE may provide support for in-state relocation expenses such as:

- first month's rent,
- last month's rent,
- and/or a security deposit for a new apartment.

Families may also use the funds for storage, moving vans, or other similar moving-related expenses approved by EOHLIC if this will ensure housing stability.

Moving costs outside Massachusetts

HomeBASE may also pay travel expenses including bus tickets and air fare for families moving outside of Massachusetts. When a family is requesting to move outside of Massachusetts, EA shelter, Diversion or RA staff must verify that the family has secured a place to stay by obtaining a copy of the lease or tenancy agreement, contacting the prospective landlord or the tenant/resident that the EA family will be staying with, or through other means. Staff must also identify the most economical strategy to support an out-of-state move and ensure safe passage to their new destination.

HomeBASE will only pay once for a family to move out-of-state, which will be considered a lifetime cap (*unless otherwise waived by EOHLIC for extenuating circumstances based on family need*). No ongoing case management or financial assistance will be provided to families who move outside of Massachusetts.

Broker Fees

HomeBASE assistance may pay for a broker fee if the following conditions are met:

- The remaining benefit amount ensures housing stability for at least a 24-month period (e.g., a 12-month lease with the option to renew).
- The broker fee does not exceed an amount equivalent to one month's rent.
- The payee is either a) a licensed broker with a current, active license or b) a licensed salesperson with a current, active license who works for a licensed broker who also has a current, active license. RAAs must check licensure status at <https://www.mass.gov/how-to/check-a-professional-license> prior to issuing payment; and
- The payee is not the landlord or host homeowner. The broker fee is charged in accordance with 254 CMR 7.00 (<https://www.mass.gov/regulations/254-CMR-7-apartment-rentals>).

7. Entering into Master Leasing Agreements

As part of a new HLC pilot to support the rapid rehousing of qualifying families, EA shelter providers, Resettlement Agencies, and other authorized third parties (collectively “sponsoring entities”) may utilize HomeBASE funds as a funding source to support master leasing agreements for qualifying families. Sponsoring entities may enter into lease-sublease agreements with landlords and qualifying families utilizing HomeBASE funds to reimburse up-front costs such as security deposit, first and last month's rent and, depending on other rental assistance used, a portion of rent. Sponsoring entities may also co-sign leases with qualifying families.

Both master leasing approaches work best when paired with: (1) other sources of up-front money to cover costs before qualifying families have completed the HomeBASE eligibility determination, and; (2) other sources of rental subsidy to assure that the subsidy plus tenant payment are sufficient to cover the full leasing costs.

Because HLC is introducing the master leasing approach with HomeBASE on a pilot basis, sponsoring entities must contact HLC to obtain approval to proceed with specific master leasing projects, whether pursuing lease-sublease agreements or co-signing leases.

HLC will issue further technical implementation guidance on how best to enter master leasing transactions into end to end, and the documentation required for any reimbursement.

Lease-sublease agreements with landlords and families

Under master leasing arrangements, a shelter provider, RA, or another authorized third party (“master tenant agency”) may lease a unit from a landlord and sub-lease this unit to a family who qualifies for and is receiving HomeBASE. The master tenant agency may find and lease a unit from a landlord and make rental payments on the unit.

Master tenant agencies may enter leases from 12 to 24 months in length, and any duration in between. They may renew these leases; however, the longest period for which HomeBASE may be authorized initially is 24 months.

If a family has not yet qualified for HomeBASE at the time the master tenant agency signs the lease with the landlord, the master tenant agency may utilize other sources of funds (which may include SRI) to pay first month’s rent, last month’s rent, security deposit, and any additional months’ rent incurred before the family qualifies for HomeBASE.

Once the family qualifies for HomeBASE, under a master-leasing arrangement, they will sign a sublease with the master tenant. At the commencement of the sublease, the first month’s rent, last month’s rent and security deposit costs may be reimbursed to the master tenant out of HomeBASE, unless SRI funds were the initial source of the payment.

In the event that an EA shelter provider is also an RAA, and is therefore making a reimbursement to themselves, they will need to provide at a minimum concurrent documentation of payments that are being reimbursed and receive written approval from their contract manager. It is preferable that the provider contact EOHLIC as soon as they are aware of the need for a reimbursement, for EOHLIC pre-approval.

Master Tenant payment and documentation responsibilities: The master tenant is responsible for paying the full contract rent, and having a clear system for documenting that family rental payments are made. The master tenant will be the recipient of HomeBASE rental stipend and family rental contributions. The master tenant is responsible for gathering and verifying the

landlord information. Families are responsible for making rental payments of at least 30% of their income to the master tenant.

All payments by the family or the master tenant must be made by check or through Venmo, Zelle or other electronic payment method for which the tenant would have documentation of payment. No cash payment arrangements will be acceptable.

Vacancy payment: In order to preserve the availability of units for qualifying families, master tenants may use funds from the Strategic Rehousing Initiative (SRI) to make up-to one month of rental payments to a landlord within during which the unit is vacant, before they have an eligible HomeBASE family to move into the unit.

HomeBASE braided with other forms of rental subsidy: In high-cost areas, the maximum HomeBASE benefit may be insufficient subsidy by itself to cover the difference between a feasible family rental contribution and the rental costs, and other HomeBASE eligible costs (e.g. utilities), of the unit. If pursuing master leasing arrangements, master tenants are encouraged to pair HomeBASE with other forms of rental subsidy that will cover the difference between the family's rental contribution and total rental costs of the unit, within the eligible uses of these funds. If HomeBASE is not the singular form of rental assistance payment, the normal rules for other forms of rental assistance, such as the MRVP and the HCVP, still apply.

If available HomeBASE funds (\$30,000 less first month's rent, last month's rent, security deposit, and any amounts needed to cover moving costs and furniture) are sufficient to cover the difference between the full lease payment and a family rental contribution equal to 30-40% of income, then HomeBASE may be used as the sole rental subsidy payment for the unit.

Co-signing leases with HomeBASE families

RAs, Shelter Providers, or other authorized third parties (collectively "sponsoring entities"), may co-sign leases for HomeBASE families to expedite the rehousing of eligible families who qualify for and have received HomeBASE. This approach is intended to encourage landlords to rent to a family that they might not otherwise accept as a tenant due to low income, low credit score, limited or negative landlord history, or other barriers to tenancy. It is intended to expand the pool of landlords willing to rent to HomeBASE families.

Under this arrangement, the sponsoring entity may act as a co-signer or guarantor on a lease for a family receiving HomeBASE. If an authorized entity is co-signing leases for HomeBASE families, this must be based on a pre-approved agreement with an RAA. If a sponsoring entity is co-signing a lease with a qualifying family, this does not constitute a coshare, since the provider is not living in the unit with the family, and so the qualifying family is still entitled to their full share of HomeBASE.

For a sponsoring entity to co-sign leases with qualifying families, the following must be true:

- Family must be paying at least 30% of their income;
- The HomeBASE subsidy will be paid directly to the landlord;
- The HomeBASE subsidy will not be available to pay rent for the apartment for any period after the family exits the apartment. SRI funds may be used to cover vacancy payments for up-to 1 month while the sponsoring entity searches for another tenant.

In the case of termination: If a family vacates the rental unit prior to the completion of the lease term for any reason, the sponsoring entity may work with the EA shelter provider covering the family to amend their contract with EOHLC to utilize SRI funds for up to 1 month of rental payments for the unit. By co-signing the lease, the sponsoring entity is responsible for making contract rent payments in the event of the termination of tenancy for a family. Payments beyond one month *may* be approved by HLC on a case-by-case basis where the sponsoring entity can demonstrate extenuating circumstances. SRI funds may also be used to update sponsoring entity insurance policies at a rate of up-to \$1,000 per unit in excess insurance costs.

No payment for units not occupied by HomeBASE families: Except in the case of termination as outlined above, RAAs may not use HomeBASE to pay rental payments for units in which the HomeBASE family is not residing, even if there is a signed lease.

8. [Contingent on EOHLC approval]: Education, Employment, or Other Stabilization Goals

Upon EOHLC approval, HomeBASE funds are also available to help families meet educational, employment, or training-related stabilization goals and requirements. These items may include but are not necessarily limited to driver's license renewals, necessary car repairs, or transportation and/or childcare expenses at a licensed childcare provider. Payments must be made to a vendor or third party, and not directly to the family.

D) Program Administration

The following outlines the steps from EA/HomeBASE eligibility to enrollment. Depending on the access point (see section B) either an EA shelter staff, a Diversion staff, or an RAA staff will:

1. Determine the HomeBASE benefit distribution plan, driven by the family's individualized needs for housing stability, considering the following as applicable:
 - Information from the HomeBASE Provider Assessment or DCF Health and Safety (HASA) Assessment, if applicable and available.
 - Information gathered from other sources, such as primary tenant, relatives, landlords, stabilization workers, etc.; and
 - If applicable, contact with the primary tenant, landlord or property owner to determine if a proposed HomeBASE response is feasible.

2. With the HomeBASE family, review and sign the HomeBASE “Stabilization and Participant Agreement” which includes the following forms:
 - HomeBASE Data Collection Summary Form
 - Stabilization Agreement Program Participant Obligations
 - Voluntary Authorization to Release Information
 - Appeal Rights
 - HomeBASE Host Family/Guest Household Assistance Agreement (only required if the family is not going to be the primary lease holder and is moving into a co-share living situation)
3. Provide a copy of the “Stabilization and Participant Agreement” to the HomeBASE household.
4. Complete the HomeBASE Checklist and the HomeBASE Data Collection Summary Form.
 - Each RAA has a Cover Sheet that identifies any agency-specific forms (e.g., lead compliance letter) that are required for HomeBASE packets being completed in or transferred to that region.
5. EA shelter staff, a Diversion staff, or an RAA staff (if assigned to Housing search with an EA family) will submit the HomeBASE application in the E2E tenant portal.
 - EA shelter staff, Diversion staff or RAA staff submitting HomeBASE application is responsible in supporting landlord in submitting landlord application into landlord portal in E2E.
 - Notification from E2E will be emailed to both the EA Family and EA Shelter staff who submitted the HomeBASE packet with the “Payment Disbursement Notice” upon approval.

In cases where a family appears not to qualify for any category of assistance, or there are questions of need or eligibility, staff making the determination must review with a designated supervisor and the supervisor may confer with EOHLC.

E) Income Verification

As HomeBASE eligibility is contingent upon EA eligibility, families applying for HomeBASE must meet the Continuing EA Eligibility Standard¹. To demonstrate income eligibility for HomeBASE, families must verify that their household income (except the receipt of Lump Sum Income as defined in 106 C.M.R. 704.240) does not exceed 200% of the Federal Poverty Level, at the point of HomeBASE application. Income eligibility is to be confirmed by the HomeBASE RAA based on the automated MassHealth/Department of Transitional Assistance (DTA) Benefits

¹ *An EA household will be subject to termination of shelter benefits if the EA household's income exceeds 200% of the Federal Poverty Level, referred to as the Continuing EA Eligibility Standard [. . .] 760 C.M.R. 67.02 (5)(d)*

Check in the Housing Help Hub system. In cases where the HomeBASE applicant is found to be enrolled in one of the named MassHealth/DTA benefits programs, the family will be determined income eligible.

In cases where the MassHealth/DTA Benefits Match cannot verify income eligibility, the RAA will be responsible for contacting the HomeBASE applicant and the relevant EA Family Shelter or Diversion provider to request documentation required to demonstrate income eligibility.

All household members 18 years or older must provide verification of income to their EA Family Shelter, Diversion, or RAA staff. Documentation requested may be for both earned income and unearned income. Verification for a full month is required if the frequency is more than monthly. The documents must also be dated within the last 60 days:

1. An example of earned income is wages from a job. Examples of acceptable forms of documentation include, but is not limited to:
 - a. Most recent month of pay stubs (most recent two if paid bi-weekly or four if paid weekly).
 - b. Most recently received W-2.
 - c. Letter from employer confirming pay rate and average number of hours worked per week.
2. Examples of unearned income can include, but is not limited to:
 - a. gifts (money from friends or family regularly),
 - b. alimony,
 - c. child support,
 - d. unemployment benefits,
 - e. worker's compensation,
 - f. veteran's benefits,
 - g. pension payments, or
 - h. government payments, such as:
 - Social Security benefits,
 - Transitional Aid to Families with Dependent Children,
 - Emergency Aid to the Elderly Disabled and Children,
 - Retirement, Survivors, and Disability Insurance,
 - Supplemental Security Income, or
 - SSDI Social Security Disability Insurance.
3. HomeBASE applicants who are unemployed may show proof of this by providing the following documents including, but not limited to:
 - a. Statement of zero Income,
 - b. Layoff notice or letter of dismissal,
 - c. Active unemployment registration
 - d. Proof of unemployment claim status, or
 - e. A screenshot of the Department of Unemployment Assistance's online account showing payments.

If household members are unable to provide the verifications listed above, EOHLC will accept self-attestation of income.

Full-time students, other than the Head of Household, may have their income exempted from the total calculation of rent share contribution for the household if they are able to provide documentation of full-time student status. "Full-time students" includes high school as well as post-secondary enrollment.

A household's income may be reevaluated, and the benefit payment distribution adjusted, in the event of a loss of income presenting a financial hardship. If this is the case, the stabilization staff must provide the updated income to the RAA for a readjustment of the benefit not to exceed a total maximum benefit amount.

F) Benefit Distribution Plan and Appeals

EA Shelter, Diversion, and RAA staff may determine the appropriate HomeBASE benefit distribution plan, in collaboration with the EA Family based on their individualized needs. Individual circumstances will vary by EA family, as such the benefit amount and distribution plan will vary, corresponding to each family's individualized needs around housing stability. Some families, particularly those moving into subsidized housing or relocating out of state, may not require the full maximum benefit amount to rapidly rehouse.

After a plan is established for distribution of the HomeBASE benefit funds, the family must receive a copy of the "HomeBASE Program Stabilization and Participant Agreement," which include the signature page will outline HomeBASE participation expectations, as well as language pertaining to appeal or grievance rights, and other necessary disclosures. The EA family will receive an email from E2E on behalf of the RAA with the "Payment Disbursement Notice" which indicate the details of the benefit distribution plan.

Families must be supported with reasonable distribution plans to resolve their homelessness. The RAA should review the proposed amount of assistance to ensure that the monthly rent is covered by the family's payment toward rent, HomeBASE rental stipend, and any other funding sources that may be available to ensure housing stability for 24-months.

Families will receive a notice regarding their benefit distribution plan with information on how to appeal the determination. If a family wishes to contest their benefit distribution plan, they may submit an appeal request in writing to the RAA (hand delivered or in electronic form is acceptable). The appeal must be received by the RAA within 14 calendar days of the date that the family received the distribution plan.

The RAA must schedule a hearing within 15 calendar days from the date they received the appeal request. The hearing must be conducted by a supervisor at the RAA who was not directly

involved in the determination of benefit and is not familiar with the family. The RAA must notify the family in writing of its decision (whether to uphold or change the initial determination about benefit distribution) within 14 calendar days after the appeal hearing has been held. The RAA reviewer shall not be a person with prior informal information on the appeal.

Within 14 business days of receiving this appeal decision, the appellant or RAA may request review of the decision by EOHLC. EOHLC will review the appeal decision and issue a final decision within 14 business days from the date of request for review. The EOHLC reviewer shall not be a person with prior informal information on the appeal.

G) Accessing HomeBASE from Temporary Emergency Shelter Interruption (TESI)

Families who have exited shelter with an approved TESI remain eligible for access to HomeBASE during the period of their TESI effective dates.

A family who is currently out of shelter on an approved TESI may present at one of the DHS field offices (or contact the remote access line) prior to the approved TESI expiration date and request assistance with accessing HomeBASE benefits. In those cases, the EOHLC Homeless Coordinator will email the EOHLC Placement Unit to confirm that the family has an approved TESI and may access HomeBASE. After receipt of confirmation, the EOHLC Homeless Coordinator will make a direct referral to the appropriate RAA.

Families who voluntarily exit emergency shelter or EA hotels through an approved TESI may also request assistance from either the EA Family Shelter where they most recently stayed, or the RAA most recently assigned to work with the family.

The EA shelter, Diversion, or RAA staff, as applicable, will review benefit determination and paperwork for accurate completion prior to submission. The RAA is responsible for reviewing all referrals and processing payments and, when applicable, providing HomeBASE stabilization. In cases where geography, transportation, employment, or other circumstances prevent a family from completing the benefit determination and paperwork with the RAA in the region to which they are moving, a different RAA may complete the HomeBASE packet with the family. In those cases, the RAA will transfer the packet to the appropriate agency for payment processing.

H) Documentation and Processing for Benefit Payments

The following outlines the required documentation and steps needed to make payments for the applicable HomeBASE benefit types:

- **Notice to participants:**

- The EA shelter, Diversion, or RAA staff must ensure that families, landlords and primary tenants are made aware of and agree to the rules and regulations of the program, including the termination/appeal process and reasons for which families may be terminated.
- The family must be informed that, while they are participating in HomeBASE, service providers and vendors (utility companies, childcare facilities, etc.) may be contacted by staff to confirm and facilitate payment of debt and arrearages or to make payments on allowable expenses.
- **Co-share living arrangements:**
 - If the benefit includes assistance to a primary tenant host or homeowner host on behalf of the EA family, or assistance to landlords willing to allow families to remain in their apartments, staff will need to contact the host tenant, host homeowner, or cotenant regarding the expected benefit. In such cases, host families will need to sign an agreement (“HomeBASE Host Family/Guest Household Assistance Agreement”) stating that they understand and agree to the program rules and regulations.
- **Leasing documents, including moves within and out of state:**
 - Families receiving HomeBASE assistance are not required to have an inspection of the unit before moving in. However, the RAA will require a letter of lead compliance (LOC) for families moving into buildings that were built before 1978 and with children under six to ensure that the unit complies with applicable lead laws.
 - If a family requires assistance to secure a new leased unit in- or out-of-state, staff will require documentation to verify the availability of the unit including, but not limited to, a signed copy of the lease, including the contact information for the property owner, proof of property ownership, and a completed Form W-9 before making payment for first, last month, or security deposit.
 - If a family moves outside of the initial RAA’s geographic catchment area, responsibility for administering the benefit transfers to the RAA closest to the address of which the family is moving into. The family’s documentation must be transferred to the appropriate regional agency by the next business day after the HomeBASE packet is completed. The receiving agency is then responsible for issuing payments, stabilization, and all other HomeBASE functions. Families coming out of shelter but moving to a different region will be stabilized by the RAA in the region to which they are moving unless the shelter provider wishes to continue stabilizing the family and has the logistical ability to do so. This arrangement must be documented in writing or by email. Families moving out of Massachusetts are only eligible for one time distribution of funds and will not receive on-going stabilization or other HomeBASE supports post move and one-time payment by the RAA.

D) - Benefit Payments

Once a family has signed the “HomeBASE Program Stabilization and Participant Agreement” and the EA Provider or Diversion Staff electronically sign the HomeBASE application in E2E,

the landlord will complete the landlord portion of the E2E portal, once complete the application is assigned to the RAA, the RAA may process payments in accordance with the benefit distribution plan.

Administration of benefits may include one-time payments or on-going assistance payments for families over a period of 24-months from the lease start date. The timing of benefit disbursement will depend on the family's distribution plan.

All payments must be made to third parties on behalf of the family (landlord, vendor, primary tenant, etc.), never directly to the family.

RAA Responsibilities

- The RAA will make direct payments to participating vendors (property owners, etc.) on behalf of the family up to the amount allocated based on the family's individualized needs, not to exceed \$30,000.00 within 24-months.
- The RAA may require payments to be disbursed via direct deposit rather than by paper checks.
- The RAA is responsible for making all payments, entering data into the payment database End to End Salesforce and reporting regularly to EOHLC on benefit use among the EA family.

If a family has exhausted its HomeBASE benefit and then becomes homeless and is found eligible for EA, the benefit limits still apply. Families who are found eligible for EA after receiving HomeBASE once may still only receive up to the \$30,000.00 limit within a 24-month period.

- Once a family's benefit has been secured and payment processed, the RAA is responsible for communicating with the referring EA Family Shelter or Diversion provider on the family's status and providing necessary documentation to support ongoing stabilization efforts. Ongoing coordination and communication will be required to ensure that shelter provider stabilization staff and the RAA are communicating regarding compliance and continued participation.
- The RAA will continue to be responsible for administering and tracking the benefit payments, for reporting, and for completing terminations and appeals. The RAA is responsible for all above aspects of benefit determination, stabilization, and program compliance with families who are not connected with stabilization staff of an EA Family Shelter provider or Diversion provider.
- RAA's provide stabilization services to families that have moved outside their shelter provider's catchment area, have been Diverted from shelter and the Diversion provider is logistically unable to stabilize the family, or have been referred to HomeBASE by a DV/BSAS program.

J) Supplementary Housing Assistance Programs

This section outlines other emergency housing assistance programs in Massachusetts, which also may be accessible to HomeBASE families:

Rental Assistance for Families in Transition (RAFT):

RAFT is a flexible financial benefit for households with incomes at or below 50% AMI who are facing imminent risk of homelessness. Eligible payments include but are not limited to moving costs, rent arrears, utility arrears, rental stipends, and financial incentives to a primary tenant who agrees to host a household who would otherwise become homeless. **Note that there is no combined award limit across RAFT and HomeBASE.**

Enhanced Diversion (ED):

ED is a flexible financial benefit for Diversion providers supporting families where additional funds exceeding the allowances under the HomeBASE program are necessary to avoid shelter entry and rapidly rehouse. ED funds are targeted to families with complex rehousing needs and Diversion providers must submit a request to EOHLC, with a short description of the need and budget summary. These supplementary funds are generally capped at \$6,000.00 per household. Providers may submit a request for EOHLC to waive the cap in extenuating circumstances, where the amount of HomeBASE in addition to the \$6,000.00 cap is insufficient to secure sustainable housing. These requests may be submitted to the EOHLC Rapid Re-Housing Manager.

Strategic Rehousing Initiative (SRI):

SRI is a flexible financial benefit for EA Family Shelter providers supporting families where additional funds exceeding the allowances under the HomeBASE program are necessary to rapidly exit shelter. The eligible uses, approval process, and required documentation for SRI are outlined in the [Administrative Plan on the Uses of Strategic Rehousing Initiative \(SRI\) funding](#).

K) Program Participation, Lease Compliance, and Stabilization

EA Shelter, Diversion, or RAA staff will complete a Stabilization Assessment with each family upon referral to HomeBASE, which acknowledges that the family agrees to engage in stabilization services in accordance with program rules. Families are required to have a signed plan on or before the date on which benefit payments are made. Stabilization Plans may be updated to reflect evolving needs of the family and must be renewed by month 13.

Families that receive rental stipends through HomeBASE must engage in monthly check-ins for the duration of their enrollment in the program. During the first 12 months, stabilization staff must conduct monthly check-ins with families, landlords or host families in order to update the

monthly Stabilization Plan. In-person check-ins are required to be conducted minimally once every 2-months to confirm continued housing stability. After the initial 12-month period has passed, staff are required to maintain monthly check-ins to update the Stabilization Plan, along with quarterly in-person check-ins and must ensure the family is still residing in the unit. If the family has moved, the stabilization staff must inform the RAA within two business days of being made aware of the move for a stop payment on rental stipends. Prior to a family moving to a new HomeBASE unit in stabilization, a family must submit a reallocation of funds request with their stabilization case manager to the Regional Administering Agency with their request to reallocate their remaining HomeBASE funds.

Families that do not receive a rental stipend through HomeBASE, have achieved permanent housing stability, and are no longer interested in stabilization services following payment of all HomeBASE benefits, may request fewer check-ins during the initial 12-month period after receipt of their initial HomeBASE assistance. However, all households must maintain a minimum frequency of quarterly contacts.

The family may prefer more frequent check-ins within a monthly period based on their needs and preferences; in these instances, the provider should meet the family's requests for more frequent check-ins. All changes to the frequency of stabilization check-ins must be documented by the stabilization staff in ETO.

Stabilization services may be provided by one of the following, based on the family's access point into HomeBASE: 1) the EA Family Shelter staff from where the family exited shelter, 2) the Diversion staff that supported the family leasing up from initial approval for EA, or 3) the RAA staff administering the HomeBASE benefit.

Families are expected to actively engage in HomeBASE stabilization services, tailored to their individualized needs and/or preferences. Stabilization will focus on housing retention, lease compliance, and linking families to additional services to increase economic stability and overall well-being. All families will have a Stabilization Plan which identifies goals and stipulates that rental and/or financial assistance is contingent on a family's compliance with the agreement/plan. The head of the household will work with staff to create one Stabilization Plan for the entire family.

The family's Stabilization Plan includes short- and long-range planning in five key areas: housing and lease compliance, finances, employment and training, education, and children's well-being. The specific elements of the Stabilization Plan may be revised or updated at any time during the family's participation but should contain universal elements and standard expectations regarding lease compliance. Changes to the Stabilization Plan are to be made in consultation with the family and must be made in writing and documented in ETO. The Stabilization Plan must be reviewed periodically as part of stabilization meetings and recurring contacts to highlight achievements, identify evolving needs, and if necessary, for plan revisions. As families may be involved with other agencies and service programs, the stabilization staff should

coordinate and incorporate these contracts and service plans to ensure consistency with the family's Stabilization Plan.

Families receiving benefits to stabilize their housing in Massachusetts shall receive 24 months of stabilization services starting from the lease-up date. However, families receiving benefit assistance for out-of-state relocation will not receive ongoing stabilization services.

Families who are in subsidized housing or have only ever utilized HomeBASE for startup cost (did not use HomeBASE rental stipends at any point during their first 12- months of stabilization) shall receive 12 months of stabilization services starting from the lease-up date. In the event a family needs to access remaining HomeBASE funds prior to the time remaining in the 24 months of their HomeBASE benefit term, the family shall contact their Regional Administering Agency and may request a [reallocation of funds](#).

Stabilization services must include efforts to assist families to comply with lease and program requirements, reduce debt, create a plan for long-term housing stability, increase employment and/or income, pursue education and training opportunities, and secure primary health providers as well as educational stability for children. In some cases, stabilization may consist of mediation with host families, landlords, or other parties, if mediation services support housing stability for the HomeBASE family.

Stabilization staff are expected to be knowledgeable about each family's individualized needs and what local resources exist that may assist the family with meeting their identified needs. Connecting with and leveraging all possible support through other community organizations to ensure long-term housing stability.

L) Continued Program Participation, Terminations and Appeals

Household Income and Rental Contributions

In addition to the required monthly check-ins during the first 12-months of receipt of benefits and quarterly in-person check-ins required following the first 12 months, stabilization case workers will be required to conduct annual eligibility reviews to ensure ongoing compliance with HomeBASE requirements. This annual review includes income verification to confirm that families receiving HomeBASE for the rental stipend are paying at minimum of 30 percent of their gross household income as a rent share contribution, and making any updates to the HomeBASE benefits distribution plan based on the annual review. Income verification documents will be uploaded to the system of record, ETO and HHH, when a reallocation of funds is submitted to and reviewed by the RAA.

Families are encouraged to increase their income while participating in the program to further economic stability, including beyond the EA income limit. Families are required to report an increase in income within 10 days to make appropriate changes to their stabilization plan.

In the event of a *decrease in household income*, a family may request an interim reallocation of available funds.

Stabilization Plan Engagement

Families must contribute to and follow a written Stabilization Plan. To continue in the program, families must, to the best of their ability, engage in the below activities and meet the stated benchmarks:

- Demonstrate ongoing lease compliance.
- Complete housing search activities to ensure housing stability, as applicable.
- Meet with stabilization staff in person and/or by phone or other remote forms of communication at least as often as specified in Section K.
- Engage in job placement or job training activities if an adult member of the family is (or becomes) unemployed or under-employed (working less than 20 hours each week). Exceptions include pregnant women, parents with children under six months, and persons with disabilities that prevent participation in such activities.
- Establish and/or maintain primary healthcare contacts for every member of the family.
- Create and maintain a school attendance and achievement plan for each child in the family.
- Complete a family budgeting training program, open, and maintain a bank account.
- Work toward obtaining a GED or HiSET, if an adult participant does not have a high school diploma or GED/HiSET already and if participating in such activities will not interfere with employment or job training activities.
- File federal and state income tax returns on time each year.

Stabilization staff will work closely with the family to identify options and choose the best course of action with the resources and support available. Stabilization staff, with the approval of EOHLIC, may choose not to terminate a family for violation of the Stabilization Plan, but instead to amend the terms of the plan, if there is substantial reason (i.e., involuntary job loss, illness, etc.) to believe that the family will make reasonable efforts towards the plan in the future as detailed in 760 C.M.R. § 65.03 (6). Plan amendment may include removing a member of the household. Families must agree to reasonable modifications to the plan based on changed circumstances, review of compliance, and changed program requirements.

Two types of terminations

There is Single Incident Termination, and Categorically Ineligible Termination.

1. Single Incident Termination

Single incident termination occurs when any member of the family:

- Engages in drug or criminal activity. 760 CMR 65.05(1)(f)
- A guest engages in in criminal activity. 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)

- Violates the lease, including failure to pay or late payment of the family's portion of rent, per 760 CMR 65.05(1)(d), without good cause as reviewed and determined an exception by EOHLC.
- Vacates a unit without proper procedures. 760 CMR 65.06(1)(l)
- Commits fraud. This could mean not informing the HomeBASE Regional Administering Agency of changes to income, assets and family composition, or not informing the HomeBASE Regional Administering Agency of changes to income or assets within 10 days of a change. 760 CMR 65.06 (1)(n)
- Destroys property. 760 CMR 65.05 (1)(i)
- 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 over time), whichever is shorter. And/or illegally sublet the rental unit. 760 CMR 65.05 (1)(m)
- Possesses firearms in the unit (see 760 CMR 65.05.(1)(h)).
- Participants did not use the HomeBASE unit as their primary residence. 760 CMR 65.05 (1)(k)
- Rejected an offer of safe, permanent housing, without good cause. 760 CMR 65.05 (1)(o)
- Did not provide documents required to re-certify HomeBASE benefits. 760 CMR 65.05 (1)(q)

Pursuant to 760 CMR 65.03.(4)(a), if a HomeBASE participant is terminated for cause (i.e., due to a Single Incident), they must wait 24 months following the last date of receipt of HomeBASE benefits (including payment and/or stabilization services) payment before reapplying for the program. See 760 CMR 65.05(1)(f)-(r).

2. Categorically Ineligible Termination

Categorically ineligible termination occurs when a family becomes categorically ineligible for the program, such as if the family no longer has a child under 21 living in the household. See 760 CMR 65.05(1)(r). These may be **immediate** if there is not an EOHLC-approved waiver in place for the family, and the following is not established:

- a family reunification plan with DCF or Massachusetts Probate Court within 60 days from the time custody of the child was lost; and
- a “date certain” for reunification within 60 days from the time custody of the child was lost.

The “date certain” for reunification must be supported by documentation, such as a letter, notice, or other documentation from DCF. The date of reunification must also be within 60 days after a family has been found categorically ineligible for the program because the family no longer has a child under 21.

Termination and Appeals

Stabilization staff will report either the single incident or categorically reason for termination to the RAA, requesting the issuance of a termination and discontinuance of HomeBASE benefit. The termination notice issued by the RAA will include information on how to appeal.

If a family wishes to contest their benefit distribution plan they may request an appeal in writing (hand delivered or in electronic form is acceptable). The appeal must be received by the RAA within 14 calendar days of the date that the family received the distribution plan. The RAA must schedule a hearing within 15 calendar days from the date they received the appeal request.

The hearing must be conducted by a supervisor at the RAA who was not directly involved in the determination of benefit and is not familiar with the family. The RAA must notify the family in writing of its decision (whether to uphold or change the initial determination about benefit distribution) within 14 calendar days after the appeal hearing has been held. The RAA reviewer shall not be a person with prior informal information on the appeal.

Within 14 business days of receiving this appeal decision, the appellant or RAA may request review of the decision by EOHLC. EOHLC will review the appeal decision and issue a final decision within 14 business days from the date of request for review. The EOHLC reviewer shall not be a person with prior informal information on the appeal.

HomeBASE termination can only be administered by the RAA responsible for the benefit payment disbursement. The process of a HomeBASE termination is as follows:

- The stabilization staff submits a request for termination by completing the Notice of Termination and emailing the completed form, along with supporting documentation, to the RAA.
- The RAA must review the Notice of Termination. Should the RAA believe the request is inadequate, the RAA may request additional supporting documentation. If the RAA believes there is not a reasonable cause for termination, it will communicate this back to the stabilization staff who submitted the request for termination.
- If the RAA finds that there is reasonable cause for termination, it may e-mail the Notice of Termination (outlining the appeal process) to the family, cc'ing the stabilization staff, following the practice outlined below.
 - o The RAA must send a report of families who have been terminated from HomeBASE by the 10th of each month for the previous month to EOHLC.
 - o The RAA must implement the practice outlined below regarding the decision to terminate.

Families must receive a written notice that informs them of the conduct in question and a copy must be placed in their file. The notice must include the date that the notice is being issued, and acceptable forms of written notice include but are not limited to:

- Notice from a landlord regarding late or nonpayment of rent, or violation of lease (provided compliance with lease obligation is written into the Stabilization Plan).
- Notice of nonpayment or late payment of utilities (provided compliance with utility payments is written into the Stabilization Plan).

- HomeBASE incident report (used in situations where the participant may not otherwise receive written notice of a violation of the lease, program participation agreement, and/or Stabilization Plan).
- A written notice of noncompliance or violation of program rules and regulations on the stabilizing agency's letterhead.

RAAs should only issue termination notices via e-mail directly to the HomeBASE participant e-mail listed on file. However, should an e-mail address not be listed, it is only acceptable for the RAA to use the following:

- Postmarked mail with a tracking service to confirm date of receipt, (This can include USPS tracking, UPS, Federal Express, or any other delivery service with tracking options), or
- Hand delivery of a warning/notice, which may be left under the unit door. Delivery of a notice must be recorded in ETO/ASIST, and the stabilization provider is expected to follow up with the family to ensure they receive and understand the violation outlined.

If the family chooses to appeal the termination decision, the family must make a timely written request for an appeal directly to the RAA. Written request for a hearing must be received by the RAA within 7 business days after the Notice of Termination has been hand delivered to or deemed received by the family.

The RAA shall schedule a hearing to occur, within 15 calendar days, from the date of a request and must give written notice to the family not less than 3 business days before the hearing.

The hearing must be recorded and conducted with any necessary interpreters, as well as conducted in a format that meets ADA reasonable accommodation needs. Relevant information will be presented to the RAA Hearing Officer, a supervisor at the RAA who was not involved in the termination determination and is not familiar with the family. The family and the stabilization staff who requested the termination must be in attendance. If in-person attendance is not realistic, pre-arrangements for a teleconference or video conference may be made. The stabilization staff should ensure that any necessary witnesses are present. The stabilization staff should try, if possible, to obtain verbal testimony (in person or by telephone) from actual witnesses to the conduct leading to the termination. If live testimony is not possible, the stabilization staff may have witnesses provide written documentation of the incident(s). The stabilization staff should provide all important documents to the Hearing Officer (such as: stabilization agreement, lease, program participation agreement, and any written documentation of the incident or incidents). The RAA Hearing Officer may ask questions and seek additional documents to aid the decision.

The RAA Hearing Officer must issue a written decision repealing or upholding the Notice of Termination within 14 calendar days after the hearing. The decision must be emailed and/or mailed to both the family and RAA, shelter provider or Diversion staff supporting the family, as applicable. The written decision must include: (1) Facts supporting the decision, outlining any evidence. The Hearing Officer must specifically state the names of all witnesses, how they

testified (in person, by telephone, or by video conference), and list each piece of documentary or evidence introduced, and whether the document was introduced by the family or the stabilization staff. (2) The decision, which must indicate why the Hearing Officer made their decision, evaluate the credibility of the witnesses that the Hearing Officer chose to credit or discredit and why, and explain any disputed facts. (3) Necessary end dates for receipt of benefits (see 760 CMR 65.07(7)) or other necessary instructions. (4) Information on how to obtain a review by the EOHLC.

A request for review by EOHLC must be made in writing, by the family or stabilization staff, within 7 business days of when the decision is received by the family.

760 C.M.R. 65.07 outlines the HomeBASE appeals procedure.

Families must be notified of their opportunity to appeal a termination decision through an administrative hearing at the RAA in accordance with 760 CMR 65.07. The same type of appeal process is available for Single Incident and Categorically Ineligible terminations. Families are eligible for aid pending appeal. In other words, while a family has an appeal pending, the family will continue to receive the benefit assistance and the stabilization services until the appeal process has completed and a decision rendered.

M) HomeBASE Funding Availability and Fiscal Management

This program guidance follows specifications outlined in the HomeBASE contracts, as well as within the EA Family Shelter and Diversion contracts.

EOHLC reserves the right to withdraw funding from a provider which is underperforming. This includes subcontractors.

In the event EOHLC is notified of a suspension, termination, or reduction in HomeBASE funding, in whole or in part, or if EOHLC reasonably believes that any such action is forthcoming, EOHLC shall provide the providers with written notice to decrease or terminate HomeBASE activity as appropriate.

If EOHLC or the providers reasonably believe that demand for HomeBASE benefits is depleting available HomeBASE budget resources such that services must be suspended, terminated, or reduced to prevent costs from exceeding available appropriated funds, then EOHLC or the providers, as applicable, should provide written notice to the other. Notice provided by the RAA to EOHLC shall provide data with respect to HomeBASE beneficiary demand and cost per participant family that demonstrates the likelihood of a budget shortfall within 90 days of the notice and provide EOHLC with 60 days from the receipt of the notice to address the budget shortfall.

The EA Family Shelter, Diversion and RAA providers are responsible for establishing a comprehensive financial management system and related internal controls to ensure that funds are spent in an efficient and effective manner. This includes but is not limited to:

- Maintaining the accounting books and records according to generally accepted accounting principles and any other EOHLC requirements,
- Preparing annual operating statements and financial statements, and
- Cash management of income and expenses, including the distribution of funds made on behalf of each participant.

Vendor Payments

The RAA will make direct payments to participating vendors (property owners, etc.) on behalf of the family up to the level of financial assistance provided to each family through HomeBASE. The RAA may require that payments be made by direct deposit rather than by paper checks.

Requisition for Payment from EOHLC

The Master Services Agreement provides guidance for payments of HomeBASE assistance and associated administrative fees.

Fiscal Controls

The EA Family Shelter, Diversion and RAA providers must establish sufficient internal policies to carry out their obligations in a way that meets the requirements established by EOHLC, which internal policies shall include executive compensation policies and procedures, compliance policies and procedures, conflict of interest policies, code of conduct policies, and internal controls policies that relate to fiscal management.

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

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

Further, EOHLC reserves the right to secure its own independent audit of the EA Family Shelter, Diversion and RAA provider records if, in its sole discretion, EOHLC determines that it is necessary for any reason.

The EA Family Shelter, Diversion and RAA providers shall ensure the cooperation of its employees and governing board members with all requirements relating to any audit, review, or monitoring, whether it is conducted by EOHLC or its authorized representatives or representatives of the Commonwealth of Massachusetts. In the event of any such audit, review, or monitoring, the providers shall allow EOHLC and its representatives or representatives of the Commonwealth of Massachusetts access (both in-person and electronically) to all its books and records pertaining to their contracts with EOHLC.

Fraud, Waste, and Abuse

The EA Family Shelter, Diversion and RAA providers shall maintain and utilize systems and procedures that meet the requirements established by EOHLC to prevent, detect, and correct fraud, waste, and abuse in activities funded under HomeBASE.

Conflict of Interest

The EA Family Shelter, Diversion and RAA providers 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 their obligations under their contracts with EOHLC.

The EA Family Shelter, Diversion and RAA providers shall establish, maintain, and utilize procedures for the prevention, identification, and management of any conflicts of interest that may arise involving any of the provider's members, directors, officers, agents, and employees. Such procedures shall include, at minimum, (1) a prohibition on members, officers, directors, or employees of the program 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 providers, and (2) a requirement that members, directors, officers, and employees:

1. Disclose to the provider'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 program.
2. Bring to the attention of the provider'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 providers.
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. Abstain from performing eligibility determinations for any applications involving its own staff. Such applications must be referred to another RAA without interest or with which such applicant is associated.

5. Disclose to the provider's governing board any other direct or indirect financial interest of such person or members of his or her immediate family in this Program.
6. For each member, officer, director, and employees having responsibilities for services provided under this program:
 - a. Disclose to the provider's governing board and EOHLC, if such person or any person under their supervision intends to seek any services provided under this program; (where available, the person should apply for such services with another organization that is not affiliated with the provider under which they are employed); and
 - b. In no event shall such person or any person under their supervision participate in any way in the review or approval of their own application for services.
 - c. The HomeBASE benefit would be reviewed and considered by another a neutral RAA, designated by EOHLC.
 - d. This prohibition extends to all third-party vendors (including landlords) not just persons applying for HomeBASE.

The EA Family Shelter, Diversion and RAA providers shall not knowingly employ or compensate any employee of the Commonwealth during the term of this program unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also follow the provisions of M.G.L. c. 268A.

Licensure

The EA Family Shelter, Diversion and RAA providers must maintain, at their sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations under their contracts with EOHLC. The EA Family Shelter, Diversion and RAA providers shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this program, without reimbursement by the Commonwealth or other adjustment in HomeBASE funds. Further, all employees, agents, and subcontractors performing services under this program shall hold all required licenses or certifications, if any, to perform their responsibilities.

Debarment

The EA Family Shelter, Diversion and RAA providers' principals must not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any federal or state department or agency. The EA Family Shelter, Diversion and RAA providers must immediately notify EOHLC if any principal becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the providers to properly perform become revoked, withdrawn, or non-renewed during their contract period.

Subcontracting

The EA Family Shelter, Diversion and RAA providers may choose to subcontract some portion of the HomeBASE work to another agency, subject to EOHLC approval. This process will depend on the local context, capacity, expertise, and existing relationships with HomeBASE participants. HomeBASE agencies will determine a method by which they will fairly choose a

subcontractor and will execute the contracts and pay the subcontracted agencies in a timely manner. The providers will be solely responsible for fiscal and management oversight of their subcontracted agencies and will be held responsible for their performance. All subcontracts must be submitted to EOHLC for approval before executed.

N) Program Documentation, Data Collection and Reporting

Participant File

The RAA is responsible for maintaining a file for all families and all files must be maintained in a consistent and orderly manner and in compliance with Executive Order 504, G.L. c. 66A, and G.L. c. 93H. The RAA staff are responsible for ensuring that all program and contract documents are signed and dated by the appropriate parties. Any notation on files or documents must also be signed and dated by appropriate staff. EOHLC suggests that the RAA retain a copy of all files on a backup drive, server, or local computer for security and accessibility purposes. The RAA must maintain all files and records until further notice from EOHLC.

Each HomeBASE family file must contain at least the following documentation:

- Referral Documents, including:
 - Release of Information Form
 - A copy of the EA eligibility letter (NFL-9) (May include diversion households, rapid shelter households, or bridge shelter households who entered shelter prior to April 11, 2025), shelter letter (Bridge shelter households who entered shelter prior to April 11, 2025), or approved referral form signed by EOHLC HomeBASE Coordinator (DV or BSAS households)
 - Income verification
- Vendor Payments:
 - Documentation of vendor payments on behalf of household including o Contact information for vendors. o Copies of invoices for all approved expenditures (such as furniture, moving expenses, transportation, and/or utility arrearage payments)
 - Form W-9 and all necessary taxpayer identification information
- Participant Documents:
 - Payment Disbursement Notice
 - HomeBASE Host Family/Guest Household Assistance Agreement, if applicable o Emergency Contact Information
 - HomeBASE Program and Stabilization Participant Agreement o Signed Stabilization Plan
 - Stabilization Case Notes – starting in April of 2012 all notes must be entered into ASIST (recording visit times and dates and length of visit) and phone calls with client or to client.
 - All correspondence on behalf of HomeBASE household

- Copies of referrals to community providers and correspondences to HomeBASE household
- Income verification documents
- Leasing Documents:
 - Property Owner Agreement to Participate in HomeBASE, if applicable
 - De-leading certification (if deemed necessary), including Letter of Interim Control or 1/1/78 or later building permit, if applicable
 - Proof of ownership of property to be leased, if applicable
 - Form W-9 and all necessary taxpayer identification information
- Grievance and Termination:
 - All documents, letters, notices, and case notes are associated with any grievance and termination procedures.

Data Collection

EOHLC is responsible for determining the minimum data collection elements and for ensuring that each Regional Administering Agency has access to the necessary software systems to meet the program requirements.

HomeBASE staff will have designated protected access codes consisting of an ID and log in password for both ETO and End to End (E2E).

EOHLC agrees to ensure that all EA Family Shelter, Diversion and RAA provider staff will be trained in the use of the EOHLC-required systems, including state and federal privacy and data security requirements, and ongoing technical assistance will be provided by designated contacts at EOHLC. The providers must ensure their staff have adequate program knowledge and training in the utilization of systems.

EA Family Shelter, Diversion and RAA provider staff must enter complete and accurate data for all families into systems and must obtain required program data elements throughout program participation. Family records should be kept up to date. EOHLC will require a client information release form to share information among agencies that support families while participating in HomeBASE. In addition, the EA Family Shelter, Diversion and RAA providers are responsible for complying with all legal requirements pertaining to the use, maintenance, and dissemination of confidential information and for meeting EOHLC reporting requirements in a timely and accurate manner.

Data Collection Systems:

HomeBASE is managed within three (3) software systems, provided by EOHLC:

1. Efforts to Outcomes (ETO, also called “ASIST”):

For EA eligibility determination and for on-going case management services (a/k/a “stabilization services”).

2. Housing Pro (also called “HAPPY”):

A product of MRI Software, for issuing and tracking HomeBASE payment information.

3. End-to-End (E2E) software:

Salesforce-based software for HomeBASE intake and benefit determination assessment.

Reporting

From time to time, EOHLC may request to review specific participant files or may request a report on progress and outcomes across the program. ETO and End to End (E2E) enable the providers and EOHLC staff to measure and monitor changes and performance in expenditures and family programs. EOHLC will build queries into the system that enables EOHLC and providers to retrieve basic information. Some of the elements which EOHLC plans to collect and report on include at a minimum:

- Number of households served.
- Participant use of benefits
- Spending levels
- Time in program
- Completions and terminations
- Destination after program

Data requirement and program metrics may be changed by EOHLC after notice and consultation with the providers. Agencies may be required by EOHLC to provide different or additional information.

O) Language Access Planning and Fair Housing

Language Access:

Families with limited English proficiency (“LEP”) may not be denied meaningful access to the program. Meaningful access includes the process and documents associated with an assessment, stabilization, and any disciplinary or appeals procedures. Each EA Family Shelter, Diversion, and RAA provider has its own Language Access Plan (“LAP”) which details how an agency provides services to persons with LEP.

If the family is LEP, the EA Family Shelter, Diversion, and RAA staff must determine what language is spoken and understood by the family. To help in identifying the language, EOHLC will post on its website “See and Say Cards”. The EA Family Shelter, Diversion and RAA staff must print the “See and Say Cards” and have them available for all shelter staff to use. Once the family’s language is identified, staff must provide the family with information regarding essential program requirements or health and safety issues in the family’s primary language.

EA Family Shelter, Diversion, and RRA providers are strongly encouraged to employ culturally and linguistically diverse staff, leverage community resources, or language

translation services. In addition, all providers may utilize the EOHLC telephone interpreter services, consistent with EOHLC's Language Access Plan for the EA Program.

Staff must use the translated vital documents provided by EOHLC and follow their LAP for any family with LEP. Spoken communication should occur with bilingual staff or through an interpreter, and all forms should be made available in the family's preferred language, if it is a language into which the forms have been translated. If not, the forms may be read to the LEP family using an interpreter.

Fair Housing:

In keeping with all EOHLC and HUD program regulations and as part of the intent of the HomeBASE Program, EOHLC and all partner organizations will comply with all applicable federal and state nondiscrimination and equal opportunity requirements, including but not limited to federal requirements set forth in 24 CFR 5.105(a) and M.G.L. c. 151B, and will administer HomeBASE in an affirmative manner to further fair housing.

This will include taking appropriate steps to ensure effective communication with program applicants and participants with disabilities, as well as making reasonable accommodations or modifications needed to afford program applicants and participants with disabilities an equal opportunity to access and benefit from the program consistent with federal and state fair housing laws.

Such an accommodation may include, but is not limited to, refraining from a termination based on disqualifying conduct after consideration of mitigating circumstances demonstrating that the disqualifying conduct arose from a disability and that some circumstance has changed, and/or some reasonable accommodation could be provided, making the conduct unlikely to recur.