

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (referred to herein as “MOU”) is entered into by and between \_\_\_\_\_ (“the RAA”), having an address at \_\_\_\_\_, and \_\_\_\_\_ (“the CBO”), having an address at \_\_\_\_\_, hereinafter referred to as the “MOU Parties.” This MOU defines the expected scope of services, responsibilities, and agreements on behalf of the CBO and the RAA.

This MOU is effective from \_\_\_\_\_ to \_\_\_\_\_ (“service duration”).

## I. Recitals

WHEREAS, the MOU Parties are aware of the need to efficiently distribute Residential Assistance for Families in Transition (“RAFT”), Emergency Rental Assistance Program (“ERAP”), or other emergency rental assistance payments as applicable, in order to promote housing stability and prevent evictions);

WHEREAS, the RAA is receiving federal Emergency Rental Assistance funds from the Department of Housing and Community Development (DHCD) to serve as a Regional Administering Agency (“RAA”) for various emergency rental assistance programs that includes but may not be limited to RAFT;

WHEREAS, the RAA is authorized by the General Appropriations Act (“GAA”) as subrecipients to process ERAP and RAFT applications and issue awards to eligible households;

WHEREAS, \_\_\_\_\_ is an organization who has experience connecting with households who may face additional barriers to accessing emergency rental assistance programs such as ERAP or RAFT, including limited Internet access or technological proficiency, limited English proficiency, or non-citizen status (“targeted households”);

WHEREAS, \_\_\_\_\_ has been designated by the RAA as appropriately qualified to perform the services as defined in this MOU;

WHEREAS, \_\_\_\_\_ has been designated by the RAA to conduct outreach and provide emergency rental assistance application support for targeted households and provide all services as outlined in this MOU.

## II. Scope of Services & Responsibilities

The CBO will provide the following services for targeted households:

- Submitting new RAFT applications and completing RAFT applications on behalf of targeted applicants as a designated “advocate”;
- Connecting with applicants in person (i.e., at an office space or traveling to meet with applicants in order to submit and complete RAFT applications);
- Connecting with applicants remotely when needed, in order to submit and complete RAFT applications;
- Providing oral and/or written translation services for applicants when communicating with RAAs, landlords, and other parties in order to complete a RAFT application;
- Tabling at public events or at community hubs to raise awareness about the RAFT program and submit new RAFT applications;
- Sharing online resources about the RAFT program with targeted communities, as applicable and as requested by the RAA.

As part of the required scope of services, CBO will agree to the following actions:

- Coordinating with RAA and/or DHCD staff, as necessary, to complete RAFT applications and other program requirements;
- Identifying programmatic points of contact to communicate with RAA staff about RAFT applications or about any other terms and conditions in this MOU;
- Participating in regular meetings with RAA staff;
- Reviewing relevant DHCD program regulations, such as the RAFT administration plan;
- Attending all required DHCD and/or RAA trainings, as noted by DHCD or RAA staff;
- Complying with all data reporting requirements as outlined by the RAA or by DHCD.

### **III. Payment Mechanism**

The RAA shall compensate the CBO for services in accordance with this MOU. All payments are subject to the availability of funds from DHCD to the RAA, and payments will only be made to the CBO once the funds have been received by the RAA from DHCD. The RAA cannot guarantee compensation for services exceeding the total available funds from DHCD.

The CBO shall assist households in preparing and submitting emergency rental assistance applications. The RAA shall pay the CBO \_\_\_\_\_ for each complete and submitted emergency rental assistance application. A “complete” application refers to an emergency rental assistance application with all required documentation on behalf of the applicant.

The CBO shall submit a monthly invoice with supporting documentation to the RAA. Supporting documentation shall include but not necessarily be limited to (1) a list of unique application IDs corresponding to complete applications submitted during the invoice period and (2) the total number of complete applications submitted during the invoice period. The RAA reserves the right to request additional supporting documentation.

The invoice and supporting documentation shall be submitted between the 5th and the 9th of the following month, for purposes of payment. The RAA will pay all invoices within 30 days of receipt.

Invoices and supporting documentation shall be submitted to: \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Email).

### **IV. Program Points of Contact**

Each MOU Party designates the following person to be the primary point of contact for all program-related concerns or inquiries, which may include but is not necessarily limited to the status of RAFT applications for targeted households:

#### RAA Program Point of Contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

#### CBO Program Point of Contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

## **V. MOU Managers**

Each MOU Party designates the following person to be their MOU Manager and communicate with the other MOU Party. Unless otherwise specified, any notice or approval required hereunder shall be in writing and shall be deemed given when delivered to the MOU Managers listed below:

### RAA MOU Manager:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

### CBO MOU Manager:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

## **VI. Termination**

This MOU shall remain in effect throughout the service duration until the earliest of one of the below occurs:

- **MOU Terminated Without Cause:** The RAA or the CBO may terminate this MOU without cause by written notice at least thirty calendar days prior to the effective date of the termination.
- **MOU Terminated For Cause:** The RAA or the CBO may terminate this MOU if the other party fails to perform substantially in accordance with the terms of the MOU.
- **MOU Terminated For Emergency:** If the RAA determines that any breach or failure to perform by the CBO endangers the life, health, or safety of program participants or that immediate action is necessary to protect state and/or federal funds or property, the RAA may take immediate action to suspend or terminate this MOU. Written notice of termination or suspension shall be given by letter, return receipt requested, or hand carried. Such termination or suspension shall be effective upon the CBO's receipt of the written notice.

In the event of termination, the CBO shall be compensated for work product and services performed prior to the date of termination.

## **VII. Confidentiality and Security**

As part of this work, the CBO will receive applicant's personal information such as, but not limited to, name, address, income, household composition, Social Security numbers, and use of program funds. The data collected is owned by the Commonwealth of Massachusetts.

The CBO will take all steps to ensure the confidentiality and security of all Commonwealth personal data and personal information for which the CBO becomes a holder, either as part of performance or inadvertently during performance of this agreement, with special attention to restricting access, use and disbursement of personal data and information as required by G.L. c. 66A, G.L. c. 93 H, and the Commonwealth's Enterprise Information Security Policy (<https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>). The CBO will ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) the National Institute of Standards and Technology's AES-256 standard.

The CBO certifies that they (1) have reviewed all of the Commonwealth's Enterprise Information Security Policy (<https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>) and agree to protect any and all personal information; (2) will implement and maintain reasonable, appropriate confidentiality and security procedures and practices necessary to protect personal information which the CBO will collect from unauthorized access, destruction, use, modification, disclosure, or loss; and (3) will be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors.

All data remains the property of the Massachusetts Department of Housing and Community Development and shall be returned upon request made by the RAA or DHCD.

#### **VIII. Record Retention and Access**

DHCD and the RAA and their duly authorized representatives shall have full and free access to any books, documents, papers, and records, including electronic records of the CBO which are pertinent to this MOU.

The CBO shall retain all books, documents, papers, and records, including electronic records which are pertinent to this MOU for seven years beginning on the first day after the final payment under this Agreement or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement or either or both of the underlying contracts between the RAA and DHCD for the operation of emergency rental assistance programs.

When the retention period has ended CBO will comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information.

#### **IX. Representations and Warranties**

Each of the MOU Parties represents and warrants that it has the right to enter into this MOU and is fully capable of performing its obligations under, and in accordance with this MOU. Neither MOU Party nor anyone associated with either MOU Party shall represent, act, purport to act, or be deemed to be an agent, representative, employee, or servant of the other MOU Party.

#### **X. Release and Hold Harmless**

The CBO hereby agrees to hold harmless, defend and indemnify the RAA and all of its officers, agents, and employees from and against any and all liabilities, losses, demands, claims, or causes of action arising from (a) CBO's breach of the terms of this MOU; (b) any claims arising out of any action taken by the CBO or any of its agents, employees, or sub-contractors in the performance of this MOU.

The RAA hereby agrees to hold harmless, defend, and indemnify the CBO from and against any and all liabilities, losses, demands, claims, or causes of action arising from (a) intentional, willful, or negligent acts; or (b) breach of the terms of this MOU, by the RAA or any of its agents or employees in connection with this MOU.

#### **XI. Assignment**

This MOU shall be binding upon and shall inure to the benefit of the MOU Parties hereto and their respective successors and assigns. This MOU may not be assigned in whole or in part by either Party without the written consent of the other Party.

#### **XII. Entire Agreement**

This MOU sets forth the understanding among the MOU Parties regarding payment issuance and responsibilities of the MOU Parties, and fully supersedes any and all prior conversations, or understandings among the MOU Parties as it relates to the issues addressed in this Memorandum of Understanding.

#### **XIII. Execution in Parts**

This MOU may be executed in several counterparts, each of which when signed by each of the MOU Parties shall constitute a duplicate original.

#### **XIV. MOU Amendments**

This MOU may be renewed or amended by express, written consent of the MOU Parties.

#### **XV. Severability**

If any provision of this MOU shall be deemed unenforceable or invalid, such provision shall not affect, impair, or invalidate any other provision of this MOU.

#### **XVI. Headings**

Headings and captions in this MOU are for convenience and reference only, and the words and phrases contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of any of the provisions hereof.

#### **XVII. Governing Law**

This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules.

IN WITNESS WHEREOF, the MOU Parties hereto have caused this MOU to be executed by their duly authorized representatives.

**RAA**

Organization Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

**CBO**

Organization Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_