



Regional Capital Assistance Team (RCAT) Program Guidelines

Revision 3: May 2025

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Acronym Legend

A/E/C	Architecture/Engineering/Consultant
AESU	EOHLC Architectural & Engineering Services Unit
AHT	Affordable Housing Trust
AHJ	Authority Having Jurisdiction
AIMM	Accelerated Independent Maintenance and Modernization Program
AUP	Agreed Upon Procedures
CapHub	Project management system for EOHLC capital projects
CDBG	Community Development Block Grant
CFA	Contract for Financial Assistance
CIMS	Capital Improvements Management System
CIP	Capital Improvement Plan
CMU	EOHLC Construction Management Unit
CPS	Capital Planning System
DCAMM	Division of Capital Asset Management and Maintenance
EOHLC	Executive Office of Housing and Livable Communities
ECC	Estimated Construction Cost
ED	Executive Director
FMS	Facilities Management Specialist
FYE	Fiscal Year End
HHA	Host Housing Authority
LHA	Local Housing Authority
MCPPO	Massachusetts Certified Public Purchasing Official
MEP	Mechanical, Electrical and Plumbing
MGL	Massachusetts General Laws
NOFA	Notice of Funding Availability
NTP	Notice to Proceed
PAQ	Pre-Assessment Questionnaire
PLHA	Participating Local Housing Authority
PMU	EOHLC Project Management Unit
RCAT	Regional Capital Assistance Team
RFI	Request for Information
SOP	Standard Operating Procedure
SOS	Scope of Services
WO	Work Order

What's New in this Revision?

On August 6, 2024, Governor Healey signed the Affordable Homes Act (AHA); a comprehensive bill of capital authorizations and policy actions that aim to increase housing production, invest in livable communities, and reflect a commitment to the revitalization and preservation of public housing. The revised RCAT Program Guidelines combine several changes stemming from the passage of the Affordable Homes Act and include new programmatic flexibilities intended to streamline capital planning and project management:

- Increased RCAT managed project threshold from \$100,000 to \$150,000;
- The ability for Large LHAs (LHAs with over 500 state-aided units) to opt into the RCAT program utilizing a fee-based structure for assistance with capital projects and other services approved by EOHLC;
- Removed the “RCAT-Large” project designation and EOHLC design review on *all* RCAT projects up to \$150,000;
- LHA managed project threshold was increased from \$10,000 to \$25,000. LHAs may now choose to manage capital projects independently, up to \$25,000, and utilize the RCAT program for projects spanning \$25,000 - \$150,000. LHAs may still rely on their RCAT for projects they do not feel equipped to manage due to complexity or administrative capacity;
- Quarterly individual RCAT advisory board meetings have been replaced by a streamlined *single* RCAT Advisory Board structure requiring an annual meeting and representation from EOHLC, representatives from each RCAT, as well as, a private affordable housing stakeholder.

I. About the Regional Capital Assistance Team (RCAT)

In August 2014, Chapter 235 of the Acts of 2014, An Act Relative to Housing Authorities (“the Legislation”) was signed into law. The Legislation mandated a series of new performance management and capacity building actions to improve the management of state public housing in Massachusetts. Of these actions, Section 26C of the Legislation called for the creation of three (3) Regional Capital Assistance Teams (RCATs) to help all Local Housing Authorities (LHAs) in their execution of capital projects and maintenance plans.

The Legislation stated that all LHAs **may** participate in the program, but LHAs with five hundred (500) or fewer state-aided units **are required to** participate, unless the LHA is granted a waiver by EOHLC. As noted above, large LHAs may also now participate in the program and utilize RCAT services.

See Appendix A: Enabling Language from Ch. 235 of the Acts of 2014.

The Executive Office of Housing and Livable Communities (EOHLC) funds and oversees the RCAT program which taps the experience, skills and bandwidth of larger housing authorities to bolster the work and operating capacity of smaller LHAs throughout Massachusetts. The three (3) RCATs are each hosted by an LHA that has been selected by EOHLC, via competitive procurement.

RCAT Program Objectives

1. Increase the technical and operating capacity available to smaller LHAs and, as a result, maximize the effectiveness of EOHLC’s capital program and funding;

2. The procurement and oversight of regional service contracts used to maximize the life of capital components at LHAs;
3. Facilitate collaboration across LHAs and other government entities to capture economies of scale through the bulk procurement of supplies and services;
4. The dissemination of knowledge and information that will maximize the operating capacity and efficiency of smaller LHAs including the procurement of service contracts for local vendors and the development of EOHLC compliant maintenance plans and procedures;
5. Facilitate special EOHLC initiatives in various areas including, but not limited to, sustainability and climate goals, vacant unit turnover, and maintenance operations.

RCAT Regions

EOHLC issued an RFR in June 2015 to select three (3) LHAs to host the RCAT program. In March 2016, EOHLC executed contracts with three (3) Host Housing Authorities (HHA) that will administer the program regionally, as presented in the table below. In July of 2018, EOHLC issued an RFR to procure a new Central-West RCAT, awarded to the Worcester Housing Authority, effective January 1, 2019.

RCAT Region & Host Housing Authority	Counties
Region 1: Central-West Worcester Housing Authority	Berkshire, Franklin, Hampden, Hampshire, and Worcester Counties Except: Mendon, Milford, Northborough, Southborough, and Westborough Housing Authorities
Region 2 Northeast: Chelmsford Housing Authority	Essex, Middlesex, and Suffolk Counties Plus: Northborough, Southborough, Westborough, Dedham, Milton, Needham, and Wellesley Housing Authorities
Region 3 Southeast: Taunton Housing Authority	Barnstable, Bristol, Nantucket, Norfolk, and Plymouth Counties Except: Dedham, Milton, Needham, and Wellesley Housing Authorities Also including Ashland Housing Authority

See *Appendix B: Map of Regions* for a larger map of each region.

Host Housing Authorities and Participating Local Housing Authorities

The three (3) LHAs that administer the RCAT program on behalf of EOHLC are called Host Housing Authorities (HHAs). The three (3) HHAs employ technical assistance teams locally and oversee the launch and ongoing administration of the program. Each HHA employs one (1) RCAT director, plus project management and other support staff, as needed, to effectively implement the program.

The HHAs provide all staffing, equipment, facilities, and other resources necessary for the effective and efficient delivery of the RCAT program. The HHA Executive Director (ED) is responsible for:

1. Hiring the RCAT program director, in consultation with EOHLC;
2. Supervising the RCAT director, who will in turn, manage other RCAT program staff;
3. Overseeing the overall implementation of the RCAT program, by the RCAT director and staff;

4. Ensuring that all Participating LHAs (PLHAs) in the RCAT region have equal access to the RCAT services that are defined in this scope; and
5. Maintaining a consistent quality of service across the region.

II. RCAT Scope of Services Overview

The RCATs will perform the following services for participating PLHAs:

1. Annual portfolio needs assessment and update of CPS data;
2. Annual Capital Improvement Plan (CIP) creation, submission, and maintenance of the plan managing all revisions and periodic submissions to EOHLC;
3. Project management duties for all capital projects, including project closeout, with estimated construction costs (ECC) between \$25,000 and \$150,000;
4. Guidance on creation and improvement of the annual Maintenance Plan;
5. Establishment and implementation of a multi-agency procurement program, and other special EOHLC initiatives as required;
6. Assistance with writing and submitting applications for Notices of Funding Availability (NOFA) or other applications for special awards;
7. Technical assistance on procurement and systemic maintenance issues;
8. Coordination and implementation of sustainability and decarbonization measures consistent with EOHLC policies and initiatives.

III. Waiving out of the Program

LHAs with less than five hundred (500) state-aided public housing units must apply to EOHLC for a waiver if they wish to opt out of the services listed above. EOHLC only grants waivers to LHAs that can demonstrate that they have the operational and technical capacity to manage their own capital and maintenance programs independently. LHAs that elect to waive out of the program are expected to do all of the following tasks without any assistance from EOHLC staff:

- Assess properties annually for capital and maintenance needs, including unit inspections.
- Create capital projects in the Capital Planning System (CPS).
- Create CIPs in the Capital Improvements Management System (CIMS) and revise them, as needed.
- Execute projects under \$150,000 in ECC from start to finish, including the following:
 - a. Scope projects for procuring designers or assembling bid packages.
 - b. Projects over \$25,000 require designers or an in-house spec approval from EOHLC and shall be scoped and tracked through the CapHub project management process.
 - c. Procure contractors and manage projects to meet budget and schedule.
 - d. Continuously update the CPS inventory (at the close of all projects (independent of funding or installation source and after annual needs assessments/unit inspections).
 - e. Write and annually update a maintenance plan for all properties that will later be incorporated into the required submissions of the LHA Annual Plan.
 - f. Keep all capital projects on schedule and within approved budgets.
 - g. Actively update and maintain an accurate project budget and schedule within CapHub.

Waiver Threshold Criteria

In order to qualify for a waiver, an LHA must meet **all** of the following threshold criteria:

1. **Staff Capacity:** LHA has a full-time Executive Director, a full-time Modernization Director and at least one (1) full-time maintenance person.
2. **Capital Benchmarks:** In the past three (3) fiscal years, LHA has demonstrated good capital program performance, by:
 - a. Spending at least 80% of total awarded Formula Funding for the past three (3) fiscal years, according to EOHLC Benchmark Reports.
 - b. Submitting its most recent CIP within the same month that it was due, with no reporting errors. If EOHLC requested modifications, LHA re-submitted within forty-five (45) days of notice.
3. **Vacant Units:** At time of application, less than 5% of the LHA's state-aided units are vacant beyond sixty (60) days, not including those with an EOHLC-approved waiver.
4. **Management Capacity:** LHA has routinely stayed up to date with all reporting and certification requirements the year prior to the waiver request, including:
 - a. Vacancy Reports
 - b. Monthly Energy Reports
 - c. Budget
 - d. Operating Statements
 - e. Operating Statement Certifications
 - f. Lead-Based Paint Compliance Certification
 - g. Top five (5) Highest Paid Housing Authority Salaries Certification
 - h. Capital Improvement Plan (CIP)
 - i. Annual Plan
 - j. Quarterly Modernization Cost Reports
 - k. AUP has not flagged any significant procurement issues
 - l. LHA has no "Corrective Action" findings related to maintenance, procurement, or capital spending

In addition to the above-noted threshold criteria, EOHLC takes into consideration: (1) the total number of public housing units that the LHA manages, including federal units and other state units that are covered by a management agreement; (2) recent changes in staffing; (3) whether or not the LHA has a designated procurement officer who has an MCPPO certification or is working towards certification; and (4) the LHA's past demonstrated ability to complete projects under \$150,000 independently on schedule and in compliance with procurement laws and with no AUP findings.

Waiver Conditions

At any time, EOHLC may rescind a waiver in the following situations:

1. LHA has a change in Executive Director or other significant staff change, or a management agreement expires.
2. LHA falls below the 3-year, 80% Formula Funding spending threshold.
3. LHA neglects to submit CIP on time.
4. An EOHLC site visit, Agreed Upon Procedures financial review, or Performance Management Review indicates that an LHA would benefit from some assistance in the areas of property maintenance, unit occupancy, and/or procurement.

Waiver Application and Review Process

LHAs must fill out and submit the EOHLC application form. Once the application is received, EOHLC reviews and, if necessary, contacts the LHAs to ask for additional information. EOHLC notifies the LHA of the decision via individual email communication. Please note: approved waivers will renew in perpetuity as long as the above conditions are met.

IV. “Opting In” to RCAT Services

The RCAT may at any time invite larger LHAs (with more than five-hundred state-aided units) and waived LHAs to participate in any multi-agency procurement, force account, or other portion of the program with EOHLC’s advance approval.

At any time, in situations where a waived LHA undergoes a significant change in staff or operations that might negatively affect its ability to meet capital or maintenance program goals (e.g., turnover of key staff or entering/leaving a management agreement), then an LHA may apply to opt back into the RCAT program. In this situation, the LHA should send a letter of request to the EOHLC Director of Capital Planning providing reasoning and justification. A copy of LHA Board approval for the change must be included with the letter. EOHLC will review the request and respond to the LHA. If approved, EOHLC will inform the appropriate RCAT, and then the RCAT and PLHA will sign the Terms of Services document.

See *Appendix C: Terms of Services*.

Fee for Services

Per the Affordable Homes Act of 2024, the RCAT may now provide services to a housing authority with more than five-hundred (500) state-aided units on a fee-for-service basis. Large LHAs may choose to participate in the RCAT program at a starting rate based on the number of state units found in the table below and should budget for this accordingly.

LHA Unit Count	Cost per Unit
500-600	\$55.00 per unit
600-700	\$65.00 per unit
700+	\$75.00 per unit

Example: Total LHA Units= 550
 Current Per Unit Rate= \$55
 550 x 55 = **\$ 30,250**

Please note: the figures represented in the table above represent a base fee for participation in the RCAT program and may be adjusted depending on the number of projects and the complexity of the work. Changes to the fee structure will be made at the discretion of the HHA, in consultation with the EOHLC Director of Capital Planning.

Additionally, each RCAT program may, at their discretion, choose to provide technical assistance in the areas of procurement, project management, or other capital needs. This service would be available for large LHAs and LHAs with RCAT program waivers, that do not necessarily want to “opt-in” for complete RCAT services-- but may require support in specific areas. These fees will be determined by the HHA, in consultation with the EOHLC Director of Capital Planning.

V. HHA Board & RCAT Advisory Board

Advisory Board Composition and Activities

Chapter 235 of the Acts of 2014, An Act Relative to Local Housing Authorities, section 26C(e) requires that an Advisory Board for each RCAT be established. See amended excerpt below:

SECTION 32. Said section 26C of said chapter 121B, as so amended, is hereby further amended by striking out subsection (e) and inserting in place thereof the following subsection: (e) There shall be a capital assistance advisory board consisting of 7 members. Each capital assistance team shall appoint 2 members to the advisory board and the department shall appoint 1 member, who shall have at least 5 years of experience as the manager of not less than 200 units of privately owned housing. Only members of participating housing authorities in the region shall be eligible for appointment to the advisory board. The advisory board shall meet on an annual basis with the capital assistance team directors, host housing authority directors and the secretary of housing and livable communities, or a designee, and shall discuss issues of program performance and coordination.

- The activities of each RCAT will be undertaken in coordination with the Advisory Board, as defined in the statute.
- The RCAT Advisory Board shall meet on an annual basis with the RCAT director, the HHA Director, and EOHLC's designee to discuss issues of program performance and coordination.
- The HHA director shall convene the annual meeting.
- The RCAT Advisory Board makes recommendations and provides important information to the program administrators. However, the RCAT Advisory Board does not have formal authority to govern the program. Final decisions regarding matters of operation, coordination, policy, and performance will reside with the RCAT, HHA, and EOHLC.

Required Qualifications for Advisory Board Nominees

Must hold a current seat on the Board at an LHA that is participating in the RCAT program.

- Ability to travel to annual in-person and/or remote meetings that may occur in the evening or on weekends, depending on availability. May require traveling up to 125 miles for Central-West Region, 60 miles for Northeast Region, and 100 miles for Southeast Region.
- Access to telephone, email, and computer.

Preferred Qualifications for Advisory Board Nominees:

1. Ability to act as a liaison and representative for LHA tenants, staff, and boards in the region.
2. Experience or interest in being part of a new and innovative program.
3. Familiarity with the EOHLC Capital Program.
4. Familiarity with best practices in Maintenance Planning and Operations.
5. Be willing and able to serve for up to five (5) year term.

Meetings shall be held in a fully accessible location and conducted in accordance with EOHLC regulations. Participating LHAs and their LTOs will be given at least 3-weeks' notice of all meeting times and locations.

RCAT Advisory Board Elections and First Meeting

The appointment process for the seven (7) appointed seats will be administered by EOHLC and will require each RCAT to submit their nominees to EOHLC for approval.

The completion of this overall task is marked by the confirmation of seven (7) appointed Advisory Board members.

Each RCAT Advisory Board member shall serve a term of up to five (5) years. There is no limit on the number of terms for which a member may be re-elected. Advisory Board Nominations and Elections shall be held every three (3) years or as necessary to accommodate the evolution of the RCAT program.

HHA Director's Role

The HHA Board of Directors will serve as an advisory council for EOHLC, submitting policy recommendations that will maximize the efficiency and administration of the program.

Coordination and Information Sharing

Each RCAT is expected to coordinate and share program information with its Advisory Board, HHA staff, HHA Board, EOHLC, PLHAs, and RCATs in the two (2) other regions. At a minimum, each RCAT director, in coordination with the HHA director is expected to give regular progress reports at each HHA's regular monthly board meeting. In this way the HHA's Board will be informed of program developments.

- Convene the annual meeting of the RCAT Advisory Board to review program performance and troubleshoot issues. This meeting must be open to the public, held in an accessible location, and advertised among PLHAs and their residents.
- Participate in regular meetings with other RCAT directors and the EOHLC Director of Capital Planning, and other EOHLC staff as necessary.
- Work with other RCAT directors and staff to ensure the sharing of best practices, lessons learned and capturing of efficiencies across the state.

VI. RCAT Core Services

RCAT Services and Responsibilities – Overview

The chart below shows the roles of the parties for each of the services RCAT will offer.

Work Area	Work Category	Task	PLHA	RCAT	EOHLC
Inspections & Assessments	Routine Inspections	Perform annual unit inspections and routine systems inspections for maintenance purposes.	LEAD	inform	guide/monitor
	Capital Needs Assessments	Annual facility needs assessment for capital planning.	coord	LEAD	guide/monitor
		5-year portfolio-wide CPS needs assessment.	coord	inform	LEAD
Capital Improvement Plan	Project Scoping	Project creation. Cost estimating/ editing in CPS.	coord	LEAD	guide/monitor
	Plan Creation	Set capital project priorities within resource constraints. Prep/clean data for plan creation in CIMS. Create CIP in CIMS.	coord	LEAD	guide/monitor
	Plan Submission	Board and tenant engagement and approval of CIP Plan/Annual Plan.	LEAD	TA	guide/monitor

		Submit CIP to EOHLC via CIMS.	LEAD	TA	guide/ monitor/ approve
	Plan Maintenance	Revise & submit CIP revisions via CIMS (Keep CIP "live"). Update CPS at end of projects (Keep inventory "live").	coord	LEAD	guide/ monitor/ approve
Maintenance Plan	Plan Creation	Create first draft of Preventative Maintenance Plan to submit with PLHA Annual Plan	coord	LEAD	guide/ monitor
	Plan Maintenance	Update plan as needed, revising at least annually.	LEAD	TA	guide/ monitor
	Plan Submission & Approval	Submit maintenance plan to EOHLC along with Annual Plan after holding required meetings and hearings.	LEAD	TA	guide/ monitor/ approve
Securing Resources	Applications	Apply for EOHLC special program funds outside of Formula Funding. Secure outside leverage funds.	LEAD	TA	guide/ monitor/ approve
Economies of Scale	Bulk Procurements	Bulk procure materials and labor to serve region.	coord	LEAD	guide/ monitor/ approve
	Force Account	Implement force account strategy for certain job types.	guide/ monitor/ approve	TA	LEAD
Work Area	Work Category	Task	PLHA	RCAT	EOHLC
Capital Project Management	General Project Management	Manage capital project schedule for regional portfolio.	coord	LEAD	guide/ monitor
		Tenant coordination and communication.	LEAD	TA	guide/ monitor
		Execute CFA, Award contracts, Pay contractors, Submit quarterly accounting reports	LEAD	TA	guide/ monitor/ approve
		Create, maintain, and close out capital project files for PLHA archive	coord	LEAD	guide/ monitor
	Small Projects	Under \$25K jobs: scope, solicit quotes, award contracts, monitor from design through construction. Submit project invoices to DHCD.	LEAD	TA	guide/ monitor/ approve
	Large Projects	\$25K to \$150K jobs: Monitor project from design through construction and submit project invoices to EOHLC.	coord	LEAD	guide/ monitor/ approve
		Over \$150K jobs: Monitor project from design through construction	coord	TA	LEAD

PLHA Key Responsibilities

Though the RCAT will add technical capacity, most PLHA capital-related administrative duties will not change. The PLHA will still be responsible for the following:

- The PLHA Board approves the CIP and awards all contracts.
- The PLHA is responsible for orchestrating its Board's approval and all tenant engagement around its CIP (though the RCAT will be available to advise PLHAs on their management of these processes, if requested).
- The PLHA is responsible for providing routine updates to the Board and tenants on capital project implementation, CIP revisions, and ensuring CIP projects are conducted in accordance with EOHLC regulations and guidelines.
- The Contract for Financial Assistance (CFA) is still between EOHLC and the PLHA, and all funds will flow to the PLHA to make payments to contractors and other providers of services.
- The PLHA will continue to provide EOHLC accounting reports for funds released from the CFA.
- The PLHA will continue to be eligible to draw capital project administrative fees from its Formula Funding in an amount not to exceed 10% of the construction cost on a project-by-project basis.
- Part-time PLHA Executive Directors will continue to be able to request additional hours for project-specific work within the 10% cap on admin and with approval from the board, although the need for additional time will diminish with RCAT assistance.
- The PLHA will retain project records after the completion of the project, including archiving the final documents in CapHub and the Biddocs archive.

Portfolio Needs Assessment

Each RCAT will pursue a comprehensive strategy for preserving all state public housing units in its region. In order to ensure the best and most efficient use of resources, RCAT project managers must become very familiar with the developments in their portfolio. All capital and maintenance plans and projects should be informed by on-the-ground knowledge of physical conditions. Each RCAT will, therefore, need to perform annual needs assessments at 100% of PLHAs' developments in its region and provide EOHLC with the annual needs assessments. Work will include:

Preparation for Needs Assessments: The preparation process for RCAT will involve two (2) main activities: 1) Establishing a standard operating procedure and framework that will make delivery and implementation of the task efficient, uniform, and consistent and 2) Compiling and reviewing technical information and tools that will aid and help facilitate the assessments (data in CPS and CIMS, reports from prior assessments, site plans, the current CIP).

Coordination & Scheduling: Once the preparation for needs assessments is substantially complete, RCAT shall undertake the coordination and scheduling subtasks to begin the assessment process.

This process includes communicating with and engaging each PLHA to coordinate and plan the on-site physical assessment. The completion of this task is marked by the PLHA's confirmation of the scheduled on-site visit(s).

Implementation of the Needs Assessment: After the RCAT has confirmed, coordinated, and scheduled the site visit, the RCAT shall execute the Implementation of the Needs Assessment for the PLHA. This process involves the following:

1. A kickoff meeting with the PLHA;
2. Site visits to each development to physically assess the entire site, major building systems, and a sample of units and common areas. Particular attention will be paid to the expired (or near expiring) components and high priority deficiencies that have been identified in past EOHLC reports and CIPs;
3. Identification of expiration years and/or quantities of facility components that may not be accurate and recording of correct information and notes in CPS;
4. Identification of inventory, expiration years and quantities of facility components which may have been installed by utility funded projects; and
5. A debriefing meeting or communication with the PLHA to obtain approval/acknowledgement of assessment results.

Timing: These needs assessments should occur within three (3) to six (6) months before the end of each PLHA's fiscal year end (FYE). This will permit capital and maintenance projects to be appropriately assigned either to the PLHA operating budget that is due thirty (30) days before the end of the PLHA FYE or to the CIP that is due fifteen (15) days after the end of the PLHA FYE.

Division of Responsibility for Portfolio Needs Assessment: In order to work effectively together, it is important for each party to understand how responsibilities are divided among participants.

EOHLC Responsibilities: EOHLC does not participate directly in the Portfolio Needs Assessment except for the following tasks:

1. General technical advice/assistance
2. General software systems advice/support
3. Review RCAT Portfolio Needs Assessment

Capital Plan Formation, Submission and Plan Maintenance

EOHLC mandates that each LHA prepare and submit a five (5) year CIP at the end of each FYE. The CIP tool allows LHAs to prioritize capital projects in accordance with their predicted resources (Formula Funding, Operating Reserves, and other special awards). It is also expected that the LHA's CIP be revised or modified in between annual submissions as active projects get added or cancelled. The RCAT will help 100% of participating LHAs in its region create and maintain their plans. Work will include:

Preparation for annual five (5) year CIP: The preparation process generally involves stakeholder communication and input, schedule coordination, planning, data verification, and updating to ensure that the new five (5) year CIP reflects completed work, current active work, and proposed work within the five (5) year planning period. In addition, this overall task ensures that the PLHA reporting and utility information is up to date.

Development, Approval & Submission of annual five (5) year CIP: Upon substantial completion of the overall task of the preparation process for the annual five (5) year CIP, the RCAT shall begin the process of the development, approval & submission of the PLHA annual five (5) year CIP. This overall task generally involves the editing, modification and update of the previous PLHA FY CIP in the EOHLC Capital Improvement Management System (CIMS) and/or CapHub software to include an additional year of project planning. The

substantial completion of this overall task is marked by a PLHA Board approved CIP, and the final completion of the overall task is marked by the submission of the final CIP by PLHA to EOHLC.

CPS & CIP Maintenance: Following approval of the PLHA CIP, the RCAT shall work with the PLHA via regular and consistent communication to monitor and update the CIP as necessary based on the PLHAs changing needs. This process generally involves verifying and defining requested change(s), establishing the reasoning and justification for the change(s), determining the cost and schedule implications of the change(s), adding in non-EOHLC projects, and transacting either a CIP Modification or Revision in the CIMS software to incorporate the requested change(s) into the CIP. RCAT will start CIP revisions for all PLHAs starting in November 2016.

Division of Responsibility for Capital Plan Formation, Submission and Plan Maintenance: In order to work effectively together, it is important for each party to understand how responsibilities are divided among participants.

Approvals and Submissions required by the PLHA: In order for the plan to move forward, the PLHA must provide the RCAT with a written approval of all key documents and milestones. The PLHA shall also be responsible for the following:

1. Submitting the annual CIP to EOHLC via the CIMS software.
2. Submitting Revisions to the annual CIP to EOHLC via the CIMS software.
3. Ensuring that LTO letters are obtained or, in the case of no LTOs, preparing a letter certifying that Tenant meetings were conducted.
4. Ensuring that Board certification of the Lead Based Paint Compliance requirement is obtained and sent to the RCAT so that they can upload it into EOHLC software.
5. Ensure that utility data is kept up to date in HAFIS.

EOHLC Responsibilities: EOHLC does not participate directly in the CIP creation, submission and plan maintenance except for the following tasks:

1. General technical advice/assistance
2. General software systems advice/support
3. Making edits in CapHub to EOHLC-managed projects as necessary and feasible to accommodate the new CIP.
4. Management of CyberSense Training as they relate to the RCAT operation. This shall include:
 - a. Obtaining the quarterly District Hours delivery venue/schedule.
 - b. Sending out the District Hours global email communications.
5. Annual Plan Submission
6. Training, Reviewing and Approving the CIPs.

Capital Project Management – Small Projects (under \$150,000 per project)

RCAT advises LHAs remotely upon request about projects with Estimated Construction Costs (ECC) less than \$25,000. Upon request from the PLHA, the RCAT will provide phone and email assistance to LHAs on how to put together a solicitation package, solicit quotes using sound business practices, and maintain CapHub records for projects with an ECC less than \$25,000.

RCAT Project & Construction Management of Projects with ECC between \$25,000 and \$150,000: RCAT assumes project management and construction management responsibilities and monitors projects for adherence to procurement laws, schedule, specifications, and budget for projects with ECC between \$25,000 and \$150,000. This excludes a small number of 'complex' projects that EOHLC will continue to be directly involved in reviewing and managing which it will identify when the project is approved for implementation.

Each RCAT will actively assist PLHAs in its jurisdiction with project implementation tasks including but not limited to:

- Scope of Services development and implementation in CapHub ,
- Procurement and management of Design Consultants, and design input and review,
- Provide recommendations regarding changes to scope and budget and preparing the CIP revisions necessary to accommodate these changes,
- Prepare CIP revision as necessary to add a new project mid-year, outside of the annual CIP,
- Bid package development,
- Conduct bidding,
- Conduct bid review and contractor selection,
- Monitor construction progress by visiting each jobsite 2-3 times during construction and troubleshooting any problems that arise until project close-out,
- Request payments from EOHLC and signing the Certificate of Compliance,
- Maintain up to date budgets and schedules in CapHub,
- Request Primary Project Management change as soon as it is known that the ECC will exceed \$150,000 and will require over \$150,000 “Front End” procurement documents,
- Create and archive the project file, and
- Update CPS when the project is complete, including projects installed by utilities.

Schedule Development: The preparation of the CIP provides a natural transition from planning to project implementation. As part of the CIP process, RCAT will develop schedules for each of the projects within this cost range that are scheduled for completion prior to the next CIP submission. Each schedule will include time for review and approval of key work products or milestones by the PLHA. Sometimes the PLHA will need to add a small project mid-year, outside of the annual CIP. The RCAT will prepare a CIP revision and develop the project schedule at that time, based upon information provided to it by the PLHA. The RCAT and the PLHA will make their best effort to complete their responsibilities within the scheduled time and notify the other if additional time is required. RCAT will revise the schedule accordingly.

Use of a Designer: A key project decision is whether to utilize a designer. EOHLC requires the use of a designer for projects with a ECC of \$25,000 or above, unless approval is given to do an in-house specification by request in CapHub to the Director of the Architecture and Engineering Services Unit. A designer may also be required by the Authority Having Jurisdiction (AHJ), typically the local building official. See EOHLC’s Small Project Guide (<http://www.mass.gov/hed/housing/ph-mod/0-25000-EOHLC-small-projects-guide.html>) for a full discussion of this topic. The RCAT will recommend to the PLHA whether to utilize a designer, and for what portions of the work. Where the PLHA has staff with construction expertise and experience administering construction contracts, the RCAT and PLHA may decide to limit the designer’s role to only preparing plans and specs. The RCAT may be available to prepare plans and specs for certain template projects, depending on workload.

Designers should be procured using the EOHLC Scope of Service template and then submitting a request for fee proposal using the CapHub fee request modal window. If a designer is not present in CapHub, one may be added by a request to the House Doctor Administrator.

RCATs and LHAs can use EOHLC’s House Doctor Lite list in CapHub for projects under \$50,000 but should not utilize EOHLC’s House Doctor list for architects unless they have formally opted in to do RCAT projects. EOHLC is willing to consider exceptions to this only on a case-by-case basis. RCATs should submit a written request to EOHLC’s House Doctor Administrator shanyan.Li@mass.gov if they wish to use a House Doctor Architect not currently shown in the SOS selection of designer window.

For projects that are studies intended to inform larger projects primary project management responsibility should be returned to EOHLC.

Division of Responsibility: The steps to implement a project are fully described in EOHLC's Small Project Guide. To work effectively, it is important for each party to understand how responsibilities are divided among participants. The list below is a guide and shows the role the RCAT and the PLHA will each take in administering a project. In the case below, an example of a project with a ECC of less than \$50,000, it is assumed that the PLHA will hire a designer to prepare plans and specifications but may not have that designer do the bidding or construction administration, although it is always an option to have the designer perform these duties and may be required by AHJ. cases, the RCAT will be expected to visit each jobsite 2-3 times during construction to monitor progress, and troubleshoot any problems that arise until project close-out. In the situation where the RCAT or the PLHA is preparing the bid package, the tasks for the A/E/C would be distributed to either the RCAT or the PLHA.

Throughout the entire process, RCAT will maintain up-to-date project budget, schedule, scope of service process and invoicing through CapHub.

RCAT Approvals required from the PLHA: In order for the project to move forward, the PLHA must provide the RCAT a written approval of all key documents and milestones.

- The RCAT will recommend selection of a designer and the PLHA will approve and execute the contract in CapHub ;
- The RCAT will recommend any changes to the scope or budget, the PLHA will approve, and the RCAT will update CapHub ;
- The RCAT will complete CIP revisions and the PLHA will submit;
- The RCAT will review the final plans and specifications and recommend proceeding to construction bidding;
- The RCAT will review the bids and recommend awarding the contract and the PLHA will vote to award;
- The RCAT and LHA will sign construction contracts and change orders;
- The RCAT will recommend paying invoices and the PLHA will approve;
- The RCAT will request payment from EOHLC through CapHub, and the PLHA will pay invoices when funds are received (EOHLC releases funds to the PLHA).

EOHLC Responsibilities: EOHLC does not participate directly in the implementation of small projects except for the following tasks:

- Processing payments to the PLHA upon receipt of a complete payment request from the RCAT;
- Approving CIP revisions for addition of new small projects or other required changes; and
- Closing out projects in CapHub upon receipt of a final payment request from the RCAT.
- Approving budget change requests and updating PPM status.

Additionally, EOHLC can assist RCAT by:

- Providing guidance on RCAT program policies and process, as well as, LHA maintenance operations, special initiatives, vacancies, and PMR: robert.garrett@mass.gov
- Providing standard specifications, as available, upon request to EOHLC technical staff james.mcCurdy@mass.gov
- Design and construction trouble shooting, upon request to EOHLC technical staff. Design: shanyan.Li@mass.gov

- Construction questions for projects with an ECC above \$150,000: Contact the EOHLC assigned CA or email the CMU supervisor: thomas.mulvey@mass.gov
- Procurement questions upon request to the Director of Procurement, chad.howard@mass.gov
- Providing information about Formula Funding balances upon request to the EOHLC Project Manager

RCAT Approvals required from the PLHA: The PLHA will provide approval in writing to the RCAT of key documents and milestones in order for the project to move forward.

- The RCAT/EOHLC will recommend any changes to the scope or budget and the PLHA will approve;
- Approving project Phase Approvals
- The RCAT will review the budget and recommend proceeding to construction bidding and the PLHA will approve;
- The RCAT will recommend signing change orders and the PLHA will sign;
- The RCAT will recommend paying invoices and the PLHA will approve; and
- The RCAT will request payment from EOHLC and the PLHA will pay invoices when funds are received (EOHLC releases funds to the PLHA).

These approvals do not supersede approvals required from EOHLC.

EOHLC responsibilities: will support the projects by processing payments to the PLHA

Projects with Construction Budgets Greater Than \$150,000

EOHLC will provide project management, Work Order/Request for Services & design review, and construction management services for projects over \$150,000 (“EOHLC Projects”)

RCAT and LHA will have access to all project information thorough CapHub.

On occasions where the estimated construction costs increase so that a project changes primary PM during the pre-design or design stage, RCATs will notify the EOHLC PM and request an AESU staff assignment. Once assigned, RCATs will work with AESU or CMU staff to get them current on the project status and will facilitate a smooth transition to RCAT or EOHLC workflows. If a project is transitioning to a EOHLC workflow, EOHLC PMU staff should also be included in the transition planning.

Capital Emergency Projects

The PLHA is responsible for immediately correcting any emergency capital conditions that pose an imminent threat to the health and safety of residents (e.g. a major system failure such as loss of heating, electrical, or hot water in a development). In such an event, the PLHA should initiate a limited scope project to swiftly mitigate the emergency.

On business days, if the PLHA needs technical assistance to resolve the emergency, it should contact the **EOHLC Construction Advisor (CA) or EOHLC Facilities Management Specialist (FMS)** for direction. The PLHA should also inform their **EOHLC assigned Housing Management Specialist (HMS)** in all situations that could lead to tenant displacement or re-location. EOHLC staff will assist the PLHA to resolve the emergency by:

- Providing guidance as necessary regarding effective, expeditious actions to address the emergency condition and steps the PLHA can take to resolve it.
- Assisting the PLHA with project management and construction oversight, if required by the size and scope of the project.

The RCAT *will not* get involved until after the critical challenge has been sufficiently addressed by the PLHA. Once the threat has been mitigated, the PLHA should then contact the RCAT for follow-up and resolution on any remaining issues regarding capital projects and planning.

The RCAT will:

- Alert the EOHLC Project Manager of the need for any of the following:
 - a waiver for advertising for bids for any work over \$10,000, providing necessary background information to support the request
 - additional funding
 - prioritizing a future project to correct remaining deficiencies
- Submit a CIP revision to add the emergency project and any future project(s) to correct any remaining deficiencies.

The EOHLC Manager of Procurement for Public Housing and Project Managers will assist by:

- Submitting a bid waiver request to DCAMM, if needed, and notifying the PLHA and RCAT of the DCAMM finding.
- Awarding Emergency Reserve funding, when required (EOHLC Construction Advisor and Project Manager must verify the need).

RCAT does not have a role in construction projects covered by insurance due to property damage. In the case of fire, flood, or other property damage, the PLHA should contact the insurance company and the EOHLC Construction Advisor for follow up.

Assistance with Securing Funds

The RCAT Director will design and implement a program to help PLHAs maximize their resources for capital and maintenance improvements. In this role, the RCAT will act as both an advisor and connector to technical assistance. Each RCAT will:

1. Assist PLHAs with securing leveraged (non-EOHLC sources of) funds for capital projects. Examples of leveraged sources include: Tax Credit equity, Community Preservation Act funds, utility energy efficiency program funds, local CDBG, local AHT, etc. The RCAT will provide direct assistance in applying for such funds or refer LHAs to other technical assistance resources, such as financial consultants or grant writers as appropriate.
2. Assist PLHAs with EOHLC funding applications. RCAT project managers will also, as needed, assist PLHAs in applying for EOHLC special funding awards (such as ModPhase, Accessibility, Vacant Unit, Sustainability, etc, competitive award rounds, etc) RCAT Project managers will assist EOHLC in informing PLHAs about funding opportunities issued through competitive NOFAs by Public Housing Notice.

To initiate this segment of services, a PLHA may request assistance, or an RCAT may proactively reach out to PLHA. EOHLC may also recommend that an RCAT work with specific PLHAs based on known funding opportunities.

Multi-Agency Procurement

EOHLC will provide direction for the RCAT program to facilitate the development of pilot multi-agency procurements that will allow for:

- Identifying, developing the scope for, and bidding capital projects that lend themselves to unit pricing (e.g., painting, asphalt paving, etc.). Work includes defining scopes and quantities and executing time-limited contracts.

- Identifying, developing the scope for and bidding consolidated maintenance services that will result in lower prices due to economies of scale (e.g., Air Source Heat Pump Maintenance, Asbestos Testing and Abatement, MEP services, snow removal, annual inspections, landscaping, etc.).

The scope of each pilot will depend on the needs and capacity in each region. RCATs will work in consultation with the EOHLC Director of Capital Planning and the EOHLC Procurement Manager for Public Housing during program development so that this effort is coordinated across the state and complies with all laws, regulations, and guidelines.

Other RCAT legislatively mandated tasks/scope

EOHLC and the RCATs may be required to incorporate other tasks/scope of work based on the Act and any subsequent regulations required to implement the Act's requirements. All tasks required shall be developed by EOHLC, in consultation with the HHAs, RCATs, and PLHAsVI. Program Administration

VII. Program Administration

Terms of Services

The HHAs and PLHAs shall both sign a Terms of Services document that will memorialize the relationship and responsibilities, and will remain in place in perpetuity, until either party requests its' dissolution. Prior to the termination of services, EOHLC review and approval is required. The LHA will need to define how they will facilitate the ongoing capital needs of the LHA. (See Appendix C). The Terms shall reference these program guidelines and provide for a set of clear expectations.

Conflict Resolution

If either the PLHA or HHA is dissatisfied with the other party's performance, they should attempt to resolve at the staff level by sharing specific concerns about performance and outcomes they would like to see.

If informal resolution between the PLHA and HHA is not effective, either party may proceed sequentially through the conflict resolution hierarchy as described in the table below. To initiate a formal process for resolution, either party may send a **written** request to the appropriate contact, describing the problem and any suggestions of how to resolve. Regardless of who initiates the request for resolution, the HHA Executive Director is responsible for arranging a meeting or phone conference within one (1) week of upon receipt of the written request. The goal is to resolve all conflicts within four (4) weeks of the written transmission.

In all situations, it is the RCAT Director or HHA Executive Director's responsibility to record the agreed- upon resolution and transmit it in a letter to the PLHA.

Table of Formal Conflict Resolution Hierarchy

Type of request		PLHA Contact	RCAT Contact	EOHLC Contact
Step 1	Formal Letter	Executive Director, CC: Board Chair	HHA Executive Director, CC: Board Chair	N/A
Step 2	Formal Letter	Executive Director, CC: Board Chair	HHA Executive Director, CC: Board Chair	Director of Capital Planning

If the conflict cannot be resolved at the local level, the party that is dissatisfied should submit to EOHLC a written request, copying all parties described in Step 2 above. The request must include:

- Description of the problem,
- Actions taken to date, and
- RCAT's written record of previously proposed resolutions.

EOHLC will review the request within two (2) weeks and may contact the parties for more information. If EOHLC determines there are still reasonable options to resolve the problem, it will direct the parties to take specific actions. If EOHLC determines that the differences between the parties cannot be resolved, it may offer to grant the PLHA a waiver from the RCAT program. If the PLHA accepts, it will no longer be an RCAT participant and the PLHA and the HHA will sever the Terms of Services. If there is a consistent, repeated pattern of dissatisfaction with the work of the RCAT, that cannot be resolved, EOHLC will ask the HHA to submit a corrective action plan. If the pattern persists, EOHLC reserves the right to terminate the RCAT contract with the HHA.

Advisory Board & Staff Training

Ongoing Training: In addition to the initial ramp-up training program, designated EOHLC and HHA staff will be available for on-the-job training. Any lessons learned from the delivery of the RCAT Advisory Board and RCAT staff training shall be incorporated into any ongoing training.

Third-party Contractors/Software

EOHLC and the RCATs shall coordinate throughout the evolution of the RCAT program to define, establish and employ efficiencies in managing the overall RCAT scope of services. This coordination process may involve the procurement and implementation of third-party contractors/consultants and software services to facilitate the program. RCATs, EOHLC and third-party contractors/consultants will be required to work together as existing systems are enhanced and as new systems are implemented.

EOHLC will work with RCATs and any of RCATs' third-party contractors/consultants to develop solutions that enable systems to integrate and share data.

Performance Tracking, Reporting and Evaluation

Bi-annual Forward-Looking Workplan and Milestone Forecast Each RCAT Director will submit to EOHLC a forward-looking quarterly workplan that tracks all RCAT lead scope items. Tasks for which EOHLC is the lead, but which require a significant time commitment on the part of RCAT staff (e.g., EOHLC-led trainings), will be included in the plan. EOHLC may request workplan revisions if the scope or timeframes are not consistent with the RFR, schedule B of the Contract for Financial Assistance, or other known performance timeframes (i.e., schedule for submission of CIPs, Maintenance Plans)

All scope items in the workplan will align with EOHLC--required quarterly outcomes reports. The workplan will forecast the quantity of milestones to be completed in the quarter (e.g., number of needs assessments, number of capital plans submitted, number of projects starting construction, etc.).

EOHLC will provide a model reporting format, coordinating with the RCATs. RCAT will submit workplan on or before January 1, and July 1.

At least one quarter before the start of the 2nd, 3rd, 4th, and 5th years, EOHLC will determine whether forward-looking workplans will continue to be required and, if yes, their format and their frequency.

Review of Workplan: EOHLC will hold regular meetings with RCAT Directors to review performance relative to the workplan. During the meetings, each RCAT Director will discuss actual performance compared to the original workplan and provide updates on new targets for milestones. The goal of these calls is to make sure the RCAT is on track to meet targets by catching performance issues early on, discussing program challenges and sharing effective work practices.

Bi-annual Progress Report: RCAT will submit bi-annual reports to EOHLC on all milestones achieved within the quarter compared with targets in the workplan and spending forecast. If the RCAT did not meet the targets, the report will include a discussion of challenges and recommendations to improve outcomes. EOHLC will provide a model reporting format, coordinating with the RCATs. RCATs will submit backward looking progress report with the forward looking workplan/forecast on or before January 1, and July 1.

Review of Progress Report - Adequate Progress: EOHLC will review the RCAT bi-annual progress report and determine whether the RCAT is making adequate progress relative to targets. For targets with numeric goals, EOHLC will determine that the RCAT is making adequate progress if it achieves at least 80% of the numeric goal. For non-numeric goals, EOHLC will determine that the RCAT is making adequate progress if the milestone is completed no later than sixty (60) days beyond the agreed upon workplan target. If the RCAT is not making adequate progress, it will submit a corrective action plan with its bi-annual report for EOHLC approval. EOHLC may also adjust goals based on discussion with RCAT and program staff.

If the RCAT is not making adequate progress for two (2) or more consecutive six (6) month periods, EOHLC may terminate the RCAT Contract in accordance with the Contract's Terms and Conditions.

Annual Report: At the end of each year of its three-year contract, RCAT will submit an annual report on all areas of work listed in the Scope of Services, including but not limited to: CIP submission rates, maintenance plan submission rates, capital spending, funds leveraged, participation rates in bulk procurement plan, assessment of satisfaction among participating LHAs, and the final annual RCAT cost including in-kind contributions. EOHLC will provide a model reporting format, coordinating with the RCATs.

Appendix A: Enabling Legislation

Chapter 235 of the Acts of 2014

<https://malegislature.gov/Laws/SessionLaws/Acts/2014/Chapter235>

Section 26C. (a) The department shall establish a program based on best practices to allow authorities to work collaboratively and shall provide capital, maintenance and repair planning and technical assistance to housing authorities that shall facilitate the capturing of economies of scale through increased collaboration relative to, but not limited to, bulk purchasing, capital planning and capital projects. The program shall include 3 capital assistance teams, which shall aid housing authority members and executive directors in developing and managing the housing authority's capital, maintenance and repair program, including: (i) developing a capital, maintenance and repair plan as required in the

housing authority's annual plan under section 26B; (ii) preparing applications for special capital project funds; (iii) implementing capital improvement, maintenance and repair projects; (iv) managing updates to the department's capital planning, maintenance and repair systems; (v) facilitating coordination among housing authorities to ensure efficient use of capital and maintenance funds; and (vi) other functions related to capital planning, renovation, maintenance, repair and redevelopment as the department considers necessary; provided, however, that the capital assistance team shall provide services to the housing authority without requiring payment for the services by the housing authority. The capital assistance teams shall be located in diverse regions to be designated by the department.

(b) All housing authorities may participate in the program; provided, however, that those housing authorities with 500 or fewer state-aided units shall participate in the program. The department may grant a waiver of this requirement to a housing authority that demonstrates that the assistance is not necessary based upon the housing authority's performance under the performance based monitoring and assessment standards of section 26B.

(c) Each capital assistance team shall be employed in offices at a host housing authority. Three host housing authorities shall be selected by the department. The department shall develop and issue a request for proposals to solicit proposals from housing authorities to serve as a host housing authority; provided, however, that the department shall select not more than 1 host housing authority in each of the designated regions. The department shall promulgate regulations to increase the salary of the host housing authority director.

(d) Each capital assistance team shall have a director to be hired by the host housing authority in consultation with the department. The director shall hire project management and capital planning staff to work directly with housing authorities to provide the technical assistance described; provided, however, that no staff member shall individually oversee more than 2,500 units on a permanent basis.

(e) There shall be a capital assistance advisory board consisting of seven (7) members. Each capital assistance team shall appoint 2 members to the advisory board and the department shall appoint 1 member, who shall have at least 5 years of experience as the manager of not less than 200 units of privately owned housing. Only members of participating housing authorities in the region shall be eligible for appointment to the advisory board. The advisory board shall meet on an annual basis with the capital assistance team directors, host housing authority directors and the secretary of housing and livable communities, or a designee, and shall discuss issues of program performance and coordination.

Appendix B: Terms of Services

REGIONAL CAPITAL ASSISTANCE TEAM PROGRAM TERMS OF SERVICES

HHA: _____

PLHA: _____

These Terms of Service (these “**Terms**”), dated as of _____, 2025, are applicable to the _____ Housing Authority (herein, the “**HHA**”), having an address of _____, Massachusetts, _____ and the _____ Housing Authority (herein, the “**PLHA**”), having an address of _____, Massachusetts, _____.

RECITALS:

WHEREAS, Chapter 235 of the Acts of 2014, An Act Relative to Housing Authorities (together with any regulations promulgated thereunder, the “**RCAT Act**”) mandates a series of new performance, management and capacity building actions to improve the management of state public housing in Massachusetts including the creation of three (3) Regional Capital Assistance Teams to assist Local Housing Authorities in executing capital and maintenance plans and projects; and

WHEREAS, the HHA Act requires the Commonwealth of Massachusetts Executive Office of Housing and Livable Communities (“**EOHLC**”) to establish a program based on best practices to allow Local Housing Authorities to work collaboratively and provide capital, maintenance and repair planning and technical assistance that shall facilitate the capturing of economies of scale through increased collaboration relative to bulk purchasing, capital planning, capital projects and other activities (the “**RCAT Program**”); and

WHEREAS, EOHLC has established certain RCAT Guidelines, dated _____, 2025, setting forth guidelines for implementing and operating the RCAT Program, to which these Terms of Service are attached and the provision of which are incorporated herein by reference (the “**RCAT Guidelines**”); and

WHEREAS, EOHLC has designated the HHA to host and administer the RCAT Program in the [Central-West/Northeast/Southeast] Region; and

WHEREAS, the PLHA is desirous of securing the services of the HHA in order to achieve the benefits of the RCAT Program; and

WHEREAS, the RCAT Guidelines require the parties to execute an agreement which will codify the relationship and responsibilities of the parties and define how the parties will interact and collaborate to facilitate the ongoing success of the RCAT Program;

NOW, THEREFORE, pursuant to the RCAT Guidelines, the following terms shall apply to the parties:

1. **Scope of Services.** The HHA shall provide the PLHA with all services set forth in and in accordance with the RCAT Guidelines including without limitation: (a) performing an annual portfolio needs assessment; (b) preparing and maintaining an annual capital improvement plan; (c) performing project management duties for all capital projects between \$25,000 and \$150,000; (d) assisting with securing additional capital funds from EOHLC and other leverage sources; (e) Guidance on the creation and improvement of the maintenance plan; (f) Assistance with writing and submitting applications for Notices of Funding Availability, or other applications for special awards; (g) Establishment and implementation of a multi-agency procurement program and other special EOHLC initiatives, as required; (h) providing group trainings; (i) providing technical assistance on systemic maintenance issues; and (j) such other services required by the RCAT Act and RCAT Guidelines (collectively, the “**RCAT Services**”). In performing the RCAT Services, the HHA shall: (x) engage an RCAT Director, who shall be the HHA’s designee for the purposes hereof, and who shall communicate to the PLHA Designee (as defined in Section 2 below) the need and timeframe for receiving any information, acknowledgements, approvals and/or consents pursuant to the RCAT Guidelines; (y) be responsible for working with the existing PLHA staff and in coordination with the RCAT’s Advisory Board; and (z) will operate within the parameters of the RCAT Act and other pertinent Massachusetts General Laws, regulations and guidelines of EOHLC and other laws, rules and regulations pertaining to the performance of the RCAT Services.

2. **PLHA Obligations.** The PLHA covenants and agrees that it shall perform all obligations set forth in and in accordance with the RCAT Guidelines including without limitation: (a) providing the HHA with access to the PLHA properties, including providing all applicable notices to PLHA tenants relative to such access, the PLHA acknowledging that on-the-ground knowledge of the physical condition of PLHA properties is essential in informing the HHA in the preparation of capital and maintenance plans; (b) providing any information which is beneficial to the HHA in performing the RCAT services together with access to any PLHA records and CIMS/CPS systems requested by the HHA, the PLHA acknowledging that no information relating to the PLHA shall be confidential for the purposes hereof provided that the HHA shall maintain any “personal data” provided to it by the PLHA as a “holder of personal data” pursuant to G.L. c. 66A and 760 CMR 8.00 et seq.; (c) providing the HHA with staff support and accessibility as requested including the name and contact information for a senior PLHA staff member who will be knowledgeable and available to assist the HHA in performing the HHA Services (the “**PLHA Designee**”)(in the absence of such designation, the PLHA’s Executive Director shall be the PLHA Designee); (d) providing timely written acknowledgements and/or approvals relating to any applicable RCAT Services including, without limitation, securing all applicable approvals from the PLHA Board to perform its obligations hereunder; (e) cooperating with the HHA to the

greatest extent possible in all aspects of planning, tracking and submitting capital projects to EOHLC for approval; and (f) such other services required by the RCAT Act and RCAT Guidelines or which are necessary or beneficial to the successful implementation of the RCAT Program (collectively, the “**PLHA Obligations**”). In addition, the PLHA shall: (y) be responsible for working with the HHA staff in performing the PLHA Obligations; and (z) use its best efforts to perform the PLHA Obligations hereunder within the timeframe requested by the HHA and otherwise in a timely manner so as to avoid any delay in the HHA’s performance of the RCAT Services;

3. **Term of Services.** The services hereunder shall commence on the date first set forth above and continue in perpetuity, unless terminated sooner in accordance with Section 8 below;

4. **Payment for RCAT Services.** The HHA will receive payments directly from EOHLC to compensate the HHA for the RCAT Services and, except as expressly set forth herein, the PLHA will not be obligated to make any payments to the HHA in consideration of the RCAT Services.

5. **Representations of the HHA.** The HHA represents and warrants that:

6.

6.1 Authority. The HHA is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has all requisite power and authority to enter into these Terms and to perform its obligations hereunder. The acknowledgement below and delivery of these Terms by the HHA has been duly authorized by its Board and approved by EOHLC.

6.2 No Conflict. The acknowledgement below and delivery of these Terms and the consummation of the transactions contemplated hereunder on the part of the HHA does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of the HHA by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the HHA is a party or which is or purports to be binding upon the HHA or which otherwise affects the HHA. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make these Terms valid and binding upon the HHA in accordance with its terms.

7. **Representations of the PLHA.**

The PLHA represents and warrants that:

7.1 Authority. The PLHA is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has all requisite power and authority to enter into these Terms and to perform its obligations hereunder. The acknowledgement and delivery of these Terms by the PLHA has been duly authorized.

7.2 No Conflict. The acknowledgement below and delivery of these Terms and the consummation of the transactions contemplated hereunder on the part of the PLHA does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or

judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of the PLHA by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the PLHA is a party or which is or purports to be binding upon the PLHA or which otherwise affects the PLHA. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make these Terms valid and binding upon the PLHA in accordance with its terms.

7.3 RCAT Program. The RCAT Guidelines contain detailed procedures and obligations which are binding upon the PLHA, the PLHA has adequately reviewed the RCAT Act, the RCAT Guidelines and these Terms and the PLHA understands its obligations under the RCAT Act, the RCAT Guidelines and hereunder.

8. **Indemnification.** The HHA is not required to perform any duties not expressly set forth in the RCAT Act, the RCAT Guidelines or this Service Agreement. Notwithstanding any provision herein to the contrary, the HHA shall not be responsible for the failure or refusal by EOHLC or any third-party funder to approve and/or fund any project, repairs or improvements which are the subject of the RCAT Services.

9. **Disputes/Termination.** In the event of any dispute regarding the performance or obligations of the other party, both parties will work together in good faith to resolve such dispute in an expeditious manner and in accordance with the RCAT Guidelines. Any grievance issue shall be addressed in writing to the RCAT Director and the PLHA's Executive Director and any response shall be timely and in writing. In the event that the parties are unable to resolve such dispute, HHA and PLHA shall have the right to terminate these Terms in accordance with the RCAT Guidelines or otherwise with the approval of EOHLC. These Terms shall automatically terminate on the effective date of any legislation that may be enacted during the term of these Terms that dissolves, merges, reorganizes, consolidates, and/or regionalizes the HHA or the PLHA. Upon any termination of this contract, HHA and PLHA shall cooperate reasonably to unwind the HHA's role hereunder in a timely and orderly manner.

10. **Notices.** The parties shall work together to establish an effective communication protocol through a combination of telephone/written/email communications and meetings.

11. **Miscellaneous.**

11.1 Assignability. Except as expressly provided herein, neither party may assign or transfer all or any portion of its rights or obligations under these Terms to any other individual, entity or other person without the consent thereto by the other party, which may be given or withheld in such party's sole discretion.

11.2 Governing Law; Bind and Inure. These Terms shall be governed by the law of the Commonwealth of Massachusetts and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

11.3 Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of these Terms, nor shall they affect its meaning, construction or effect

11.4 Exhibits. All addenda and exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of these Terms.

11.5 Entire Understanding. These Terms and any addenda and/or exhibits hereto, together with the RCAT Guidelines set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. In the event of any inconsistency between the terms hereof and the terms of the RCAT Act and/or the RCAT Guidelines, the terms of the RCAT Act and/or the RCAT Guidelines, as applicable, shall control.

11.6 Amendments. These Terms may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought and which is approved in writing by EOHLC. In the event that the RCAT Act, as amended from time to time, requires the parties to undertake additional responsibilities, the parties shall negotiate appropriate amendments to these Terms in good faith in order to fully satisfy the intended goals of the RCAT Act. In the event that EOHLC amends and reissues the RCAT Guidelines, the parties shall attach such revised RCAT Guidelines as Appendix A hereto and the same shall supersede any prior RCAT Guidelines.

[Signature page to follow]

The Parties Hereto Acknowledge that they have reviewed the Terms above and acknowledge their obligations pursuant to the RCAT Guidelines, including these Terms.

HHA

_____ HOUSING AUTHORITY

By: _____

Title: _____

PLHA

_____ HOUSING AUTHORITY

By: _____

Title: _____