

Open Solicitation #7641060009
Service Coordination for the Supportive Housing Rental Assistance Program

Instructions and Vendor Information Form

The County will enter into contracts with all applicants who submit a copy of the required certificate(s) of insurance, and other documentation as required by the County, and who meet the minimum qualifications and other requirements of this Open Solicitation. After the applicant submits the required information and documents, and following a review by the County to determine that the applicant meets the minimum qualifications required for the services to be provided by the applicant under this Open Solicitation, the County will execute a contract with the applicant using the Pre-Approved Form Contract included in the Open Solicitation package and return a copy of the Pre-Approved Form Contract to the applicant. In order to provide services under this Open Solicitation, the applicant must: 1) execute the Pre-Approved Form Contract as written; 2) accept, unchanged, the General Conditions of Contract between the County and Contractor which is attached to and made a part of the Pre-Approved Form Contract; 3) accept, unchanged, the County's Business Associate Agreement which is attached to and made a part of the Pre-Approved Form Contract; and 4) certify by completing and signing the Wage Requirements Certification Form that it complies with the County's Wage Requirements Law. The completed Vendor Information Form, the Notice to Vendors and the Pre-Approved Form Contract with signature page, the General Conditions of Contract Between the County and Contractor, the County's Business Associate Agreement, the Vendor's Wage Requirements Certification, Montgomery County Executive Regulation, 17-06AM, Requirements for the Supportive Housing Rental Assistance Program and these instructions constitute the entire contract. Please keep a copy of all of these documents for your records.

Questions related to the technical information required in this Open Solicitation should be directed to Aneise Childress-Harvell, Administrator, Special Needs Housing, at 240-777-4027.

Questions of an administrative nature (e.g., requests for applications, the contract process, or insurance) should be directed to Glenda Bastian, Contract Management Team, at 240-777-1213.

Submission Documents - The following items must be submitted with your application:

- A. A brief narrative (not to exceed five double-spaced typewritten pages) describing how your agency will provide the required services, including a plan to provide program staff who meet the required minimum qualifications. Include with this narrative a description of your organization's administrative, supervisory and staffing capability including the plan to provide supervision to service coordinators
- B. A description of the agency's experience in providing human services to special needs populations, including experience with linking clients to entitlements and resources, and assisting households with achieving the required outcomes.
- C. A sample of a written services agreement that your agency has utilized and which includes examples of tasks and responsibilities that may typically be required of a household to ensure housing stability.
- D. Application Form – Please complete the attached Application Form in full and have it signed by an authorized person. Specify on the Application Form the maximum number of Program households that the applicant has the capacity to accept, the special populations that the applicant

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has the expertise to serve, and whether or not the applicant is willing to enter into a sublease arrangement with the Program household. Provide the completed Application Form with your submission.

- E. Financial Information – provide a copy of your agency’s most recent audited financial statement.
- F. Insurance Certificate – Contact your Insurance Broker to provide a certificate(s) of insurance for the types and amounts of coverage set forth in the Pre-Approved Form Contract at Article IX., General Conditions and Insurance.
- G. Vendor Signed Contract/Signature Page – **An authorized officer, partner, manager, member, or employee must sign the County’s Pre-Approved Form Contract. Signing of the County’s Pre-Approved Form Contract is a representation by the person signing that the person is authorized to do so on behalf of the contractor. A corporate seal is not required.** PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.
- H. Wage Requirements Certification Form – Please complete the County’s Wage Requirements Certification Form, sign, and date and provide with your submission. The Wage Requirements Certification Form is an addendum to the County’s General Conditions Between County and Contractor, Attachment A
- I. Vendor Information Form – Please ensure that the required information is provided on the Vendor Information Form for the provision of Service Coordination for the Supportive Housing Rental Assistance Program and that an authorized official has signed the Form.
- J. Please return all of the above listed submissions to:

Montgomery County, Maryland
Department of Health and Human Services
Contract Management Team
401 Hungerford Drive, Sixth Floor
Rockville, Maryland 20850

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Montgomery County, Maryland (the “County”), through its Department of Health and Human Services (the “Department”), administers the County’s Supportive Housing Rental Assistance Program (the “Program”). The County is seeking applications from qualified public and private service provider agencies to provide service coordination to households receiving Program benefits in accordance with Montgomery County Executive Regulation 17-06AM, Requirements for The Supportive Housing Rental Assistance Program.

The County will provide funding for this Program to provide “deep” housing subsidies to Program recipients. Program recipients will be responsible for paying 30% of their household’s income toward rent and utilities. Rental unit costs will be limited to a maximum of 110% of the Fair Market Rent for a suitably sized rental unit as most recently published by the United States Department of Housing and Urban Development. Program recipient households may be single adult individuals, a family with minor children or may be a member of a household with two or more adults, whether or not related.

Program recipient must have a total household income at or below 30% of the current area median income and must be included in at least one of the following special populations. Please note that terms are defined in and contain the meaning prescribed to them in Montgomery County Executive Regulation 17-06 AM, Requirements for the Supportive Housing Rental Assistance Program.

- A. Persons with a sensory, cognitive or mobility impairment.
- B. Persons with a developmental disability.
- C. Persons with a chronic mental disorder.
- D. Persons with a co-occurring disability (chronic substance abuse & mental disorder).
- E. Persons with chronic substance abuse.
- F. Persons who are elderly and in need of independent or assisted living.
- G. Persons who are homeless.
- H. Youth transitioning from systems of public custodial care such as foster care and juvenile justice.

The Department will accept applicants for the Program only by referral from public or private service provider agencies. Housing will be at scattered site rental units in Montgomery County which will be located by the eligible Program applicant with assistance as needed from their contract service coordinator. Program applicants will either sign a lease or the Contractor may choose to enter into a sublease arrangement with the Program household.

The Department will administer the Program’s application and eligibility determination process, issue housing subsidy payments and refer Program applicants determined eligible for service coordination to approved contract entities.

The compensation rate for services provided to each Program household under this Open Solicitation will be established by the County annually, at the beginning of each fiscal year which commences each year on July 1st and ends on June 30th. The current compensation rate is \$300 per household, per month.

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The County makes no guarantee that any single Contractor will receive referrals or have a minimum or maximum number of Program household referrals under a contract resulting from this Open Solicitation.

The award of a Contract under this Open Solicitation and how long the County is able to accept applications under this Open Solicitation is subject to fiscal appropriations and the number of Program households requiring services. The County reserves the option to cancel this Open Solicitation at any time for any reason.

Questions related to the technical information in this Open Solicitation may be directed to Aneise Childress-Harvell, Administrator, Special Needs Housing, and Department of Health and Human Services at 240-777-4027.

Questions related to the application/contract process and insurance requirements may be directed to the Glenda Bastian, Contract Manager, at 240-777-1213.

Minimum Requirements

A successful applicant must meet the following minimum requirements in order to receive a contract to provide services in accordance with this Open Solicitation. Each Applicant must:

1. be a public or private service provider agency and have experience with providing service coordination and other relevant human services to special needs populations as outlined in this Open Solicitation;
2. have the capacity to assign staff to provide service coordination to Program households within 10 working days of receipt of a Department referral and to execute a written service agreement with each Program household within 30 calendar days of assignment of a service coordinator;
3. have the ability to conform to confidentiality and informed consent policies governing services, including mandates that all Contractor staff and Program household member interactions and the Contractor's record keeping, and storage of those records, are conducted in accordance with State, local and federal privacy laws and regulations, including the federal Health Insurance Portability and Accountability Act (HIPAA);
4. have the ability to comply with the County's Business Associate Agreement (BAA) a copy of which is included in the Open Solicitation packet;
5. have the capacity to provide service coordination staff that possesses, at a minimum, a bachelor's degree in social work or another human services-related field and two years of experience providing human services. All staff providing services for this Program, must meet these minimum requirements and must be free of illegal drugs and abuse of alcohol, and must be fully able to perform all required duties;

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6. conduct and/or arrange for background checks on all program personnel and volunteers for child sexual abuse and other criminal activity and must provide evidence of the background checks to the County upon request. The Contractor must obtain the results of criminal background checks before any staff or volunteers provide direct services;
7. maintain a personnel manual which identifies the applicant's job description and personnel regulations required by the applicant and explains policies for employees regarding benefits, supervision, termination and grievances;
8. provide for staff orientation and training to the level appropriate for providing Program services;
9. maintain and have available for review by the County a roster of all employed individuals providing Program services, their resumes, current licenses, work schedules and evidence of completion of training related to maintaining employment with the applicant;
10. have the ability to maintain client records and store them in a secured, non-public area to assure client confidentiality;
11. have a mechanism to record, report and track Program household participation and the ability to provide monthly statistical reports;
12. have a mechanism to record data and produce reports that track the following outcomes:
 - a. Percentage of households that pay rent on time;
 - b. Percentage of households that have written notifications of a violation of the lease agreement;
 - c. Percentage of households that maintain safe and sanitary conditions in the rental unit as evidenced by semi annual service coordinator inspections; and
 - d. Percentage of households remaining in permanent housing six and 12 months after being housed.

Submission Documentation

1. Applicants must complete and submit the attached Application Form and specify on the Application Form the maximum number of Program households that the applicant has the capacity to accept, the special populations that the applicant has the expertise to serve and whether or not the applicant is willing to enter into a sublease arrangement with the Program household.

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2. Applicants must provide a brief description of their organization, including profit or non-profit status, specifying
3. Applicants must provide a description of their experience in providing human services to special needs populations, including experience with linking clients to entitlements and resources and assisting households with achieving the outcomes described.
4. Applicants must provide a plan describing how they will provide the services identified, including a plan to provide program staff that possess the minimum qualifications as described.
5. Applicants must provide a sample of a written services agreement which includes examples of tasks and responsibilities that may typically be required of a household to ensure housing stability.
6. Applicant must provide a description of the organization's administrative, supervisory and staffing capability including the plan to provide supervision to service coordinators.
7. Financial Information-a copy of your agencies most recent audited financial statement.
8. Insurance Certificate(s)-Contact your insurance broker to provide a certificate of insurance providing evidence of insurance coverage as specified in this Open Solicitation.
9. Contractor Signed Contract/Signature Page-An Officer of the Corporation must sign the County's pre-approved Form Contract. Please do not put a date in the paragraph at the top of the page. Only enter a date in the signature block.
10. Complete the Wage Requirement's Certification addendum.
11. Please return all of the above listed submissions to:
Montgomery County Department of Health and Human Services
Contract Management Team
401 Hungerford Drive Sixth Floor
Rockville, Maryland 20850

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Please review and complete the following information for the above referenced service.

Legal Name of Agency or Organization:

Contact Name:

Address:

City & State:

Billing Invoice Contact:

Telephone

Email Address

Type of Entity, e.g., for-profit, not-for-profit, volunteer status; submit proof of status:

Indicate the maximum number of Program recipient households that your agency/organization is willing to provide services to at one time?

Circle the letter(s) of Special Population(s) listed below for which you have the capacity and are willing to provide Service Coordination for:

- I. Persons with a sensory, cognitive or mobility impairment.
- J. Persons with a developmental disability.
- K. Persons with a chronic mental disorder.
- L. Persons with a co-occurring disability (chronic mental disorder & chronic substance abuse).
- M. Persons with chronic substance abuse.
- N. Persons who are elderly and in need of independent or assisted living.
- O. Persons who are homeless.
- P. Youth transitioning from systems of public custodial care such as foster care and juvenile justice.

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Please check at least one and if applicable, more than one of the following:

- The applicant agency/organization has the capacity and is willing to enter into lease agreements with private landlords for rental units and sublease these rental units to Program recipient households.
- The applicant agency/organization owns one or more rental units and, when available, is willing to enter into lease agreements for these rental units with Program recipient households.
- The applicant agency/organization is **unable** to act in any capacity as a landlord to Program recipient households.

Applicants will not be disqualified if only the last item is checked.

Applicant Agency/Organization authorized signature

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I. BACKGROUND

- A. Montgomery County, Maryland (the “County”), through its Department of Health and Human Services (the “Department”), administers the County’s Supportive Housing Rental Assistance Program (the “Program”).
- B. The Program provides “deep” housing subsidies equal to approximately 80 percent of the Fair Market Rent standards, and service coordination to promote long term housing stability, for households with children and single adult households.
- C. Program applicants must be included in at least one of the following special populations:
 - 1. Persons with a sensory, cognitive or mobility impairment.
 - 2. Persons with a developmental disability.
 - 3. Persons with a chronic mental disorder.
 - 4. Persons with a co-occurring disability.
 - 5. Persons with chronic substance abuse.
 - 6. Persons who are elderly and in need of independent or assisted living.
 - 7. Persons who are homeless.
 - 8. Youth transitioning from systems of public custodial care such as foster care and juvenile justice.
- D. Program applicants must be referred to the Program by the Department or a public or private service provider agency. Housing will be at scattered site rental units in Montgomery County located by the eligible Program applicant, together with their contract service coordinator. Program applicants will either sign the lease or the Contractor may enter into a sublease arrangement with the Program household.
- E. Services provided under this Contract will be funded by the County. The Department will administer the Program’s application and eligibility determination process, issue housing subsidy payments, and refer applicants determined eligible to qualified contract entities for service coordination in accordance with Montgomery County requirements for the Supportive Housing Rental Assistance Program.
- F. Program applicants must have a total household income at or below 30% of the current area median income. Program applicants will be responsible for paying 30% of their household’s income toward rent and utilities.
- G. Other Program eligibility criteria include, but are not limited, to the following.
 - 1. Program recipients must be at least 18 years old, a legal resident of the United States, and a resident of Montgomery County.
 - 2. Value of the assets of all members of the Program recipient’s household must not exceed the asset standards established by the Code of Maryland Regulations (COMAR),

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10.09.24.08 (M), Consideration of Resources, Schedule MA-2, Medically Needy Resource Standard.

3. Program recipient household members 18 years of age or older, must agree to undergo a criminal background check and be screened through the National Sex Offender Registry.
4. Program applicants will be excluded from the Program if they or any member of the household has been convicted of criminal activity that would adversely affect the health, safety or well-being of other persons or cause property damage.

H. This Contract is the result of Open Solicitation #7641060009, Service Coordination for Supportive Housing Rental Assistance Program.

I. Unless otherwise stated, all terms have the meanings prescribed to them in Montgomery County Executive Regulation 17-06AM, Requirements of the Supportive Housing Rental Assistance Program.

II. SCOPE OF SERVICES

- A. The Contractor must accept referrals for service coordination for this Program only through the Department.
- B. The Contractor must assign a service coordinator to each Program household referred to the Contractor by the Department within 10 working days of receipt of the referral.
- C. The Contractor must ensure that service coordinators assist each referred Program household in need of housing with locating a rental unit in Montgomery County that meets the requirements described below. The Contractor may also act as the landlord for a rental unit leased by a Program household via a sublease agreement for a rental unit that the Contractor has leased on behalf of the Program household or by leasing a rental unit to the Program household owned by the Contractor. Each rental unit, either identified or supplied by the Contractor for Program households, must comply with the following requirements:
 1. must not exceed 110 percent of the Fair Market Rent, for rental units of varying sizes, as most recently published by the United States Department of Housing and Urban Development;
 2. must be suitably sized as determined by the most recent standard published by the Montgomery County Housing Opportunities Commission for the Housing Choice Voucher Program (The rental unit may not have more bedrooms than the standard, but may have fewer bedrooms if all other applicable space requirements are met.);
 3. must be in Montgomery County and licensed in accordance with Chapter 29 of the Montgomery County Code;
 4. must be a detached or attached single family home or town home; an apartment, condominium or cooperative rental unit in a multi-family facility; a rental mobile home

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- in a licensed mobile home park; a rented mobile home pad on which the applicant Contractor has placed a mobile home in a licensed mobile home park; a room or group of rooms in an attached or detached single family home or town home, apartment, condominium or cooperative; a personal living quarters; or an accessory apartment;
5. must not be owned by a relative of any member of the applicant household unless the Department determines that approving the rental unit would provide reasonable accommodation for the Program household; and
 6. must not be occupied by more than one household. Single persons may reside together in one rental unit and be considered as individual households, if each person has an individual lease.
- D. The Contractor, together with the Program household, must submit a request for approval of the rental unit to the Department. The Department will review the rental unit request to determine if the rental unit meets the standards outlined in Section II, C. of this Contract and determine the amount of the rental assistance subsidy.
- E. The Contractor must submit a copy of an executed written lease agreement between the landlord and the Program household within 15 calendar days of receipt of notification from the Department that the rental unit is approved. All lease agreements must comply with the provisions of Montgomery County Code, Chapter 29, Landlord-Tenant Relations. If the Program household is subletting a rental unit, either from the Contractor or other primary lessee, then the primary lessee must have a written agreement with the property owner permitting the primary lessee to sublet the rental unit.
- F. The Contractor must utilize a written service agreement form, subject to County approval in advance of the Contractor's first use of this form for this Program. The Contractor must execute a written service agreement with each Program household within 30 calendar days of the execution of a written rental lease agreement between the landlord and the household. If the referred household is already housed at the time of the referral, the Contractor must execute a written service agreement within 30 calendar days of the referral.
- G. The Contractor's written service agreement must include an "Admissions and Termination Agreement" which must be signed by each Program recipient to indicate understanding and agreement to cooperate with all Program requirements. The "Admissions and Termination Agreement" must include, at a minimum:
1. A detailed list of the tasks and responsibilities required of the Program recipient and any other Program household member(s) who is party to the agreement to ensure that housing is maintained;
 2. requirements for Program participation such as eligibility criteria, benefit payment limits, reapplication requirements, grievance procedures and termination policies;
 3. contacts for household emergencies;

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4. procedures for paying the household's monthly tenant rent responsibility, including the date by which the tenant rent responsibility is due;
5. requirement that benefit payment recipients must apply, when available, to receive Housing and Urban Development Housing Choice Voucher or Public Housing benefits and may not continue to receive Program benefit payments if approved to receive an equivalent rental assistance subsidy from another local, state or federal housing subsidy program; and
6. confidentiality and informed consent policies governing services, including mandates that all Contractor staff and household member interactions and the Contractor's record keeping, and storage of those records, are conducted in accordance with state, local and federal privacy laws and regulations, including the federal Health Insurance Portability and Accountability Act (HIPAA); and informing all members of the household that, in order to provide services, the Contractor may share all pertinent information concerning household members with the Contractor's program staff and other programs, public and private, but with assurances that his information-sharing will be done in compliance with State, local and federal privacy law and regulations including HIPAA.

The Contractor must comply with the County's Business Associate Agreement (BAA) a copy of which is incorporated by reference into, and made a part of this Contract as Attachment B.

- H. The Contractor must ensure that each of its service coordinators provides on-going outreach to each Program household to engage the household in appropriate activity to ensure residential stability. Service coordination must include, but is not limited to, at a minimum the following:
 1. Advocating on behalf of household members to obtain services and benefits to which they are entitled;
 2. providing household members with information and referrals to community and government programs for emergency needs and other needs identified by persons in the household;
 3. referring household members to medical care, mental health counseling and other services which may be indicated.
- I. The Contractor must ensure that all households apply, when available, to receive Housing and Urban Development Housing Choice Voucher and Public Housing benefits.
- J. The Contractor, together with the Program recipient, must reapply to the Department for continued eligibility before the expiration of the Program recipient's current eligibility period in accordance with deadlines and procedures established by the Department and Montgomery County Executive Regulation, 17-06AM, Requirements for the Supportive Housing Rental Assistance Program.

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- K. The Contractor must conduct an inspection of the rental unit to determine if the rental unit is safe and sanitary whenever a Program household moves into a rental unit. The Contractor must conduct semi annual inspections of the rental unit thereafter.
- L. The Contractor must ensure that its service coordinators notify the Department within 30 days of the date if any one of the following occurs:
1. the number of household members increases or decreases; or
 2. amount of contract rent increases or decreases.
- M. The Contractor must ensure that its service coordinators immediately notify the Department when any one of the following occurs:
1. rental unit lease is terminated;
 2. household moves from the rental unit;
 3. program household receives a notice of eviction;
 4. program recipient is away from the rental unit for more than 60 consecutive calendar days;
 5. any Program household member is convicted of a criminal activity that would adversely affect the health, safety or well-being of other persons or cause property damage;
 6. program household violates the terms of the household written service agreement or violates any of the program participation requirements outlined in Executive Regulation 17-06AM, Requirements for The Supportive Housing Rental Assistance Program;
 7. program household has been approved to receive an equivalent rental assistance subsidy from another local, state or federal housing subsidy program; or
 8. any member of the household is found to have improperly obtained, or improperly used, rent subsidy payments.
- N. The County reserves the right to terminate a household from the Program and therefore discontinue the provision of service coordination to any household referred to the Contractor by the Department for any one of the following reasons:
1. any Program household member is convicted of a criminal activity that would adversely affect the health, safety or well-being of other persons or cause property damage;
 2. the Program household no longer meets all of the eligibility requirements;
 3. the household is evicted from the rental unit or the lease is terminated by the landlord;

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4. any member of the household violates the terms of their written service agreement with the Contractor or violates any of the program participation requirements outlined in Executive Regulation 17-06AM, Requirements for The Supportive Housing Rental Assistance Program; or
 5. any member of the household is found to have improperly obtained, or improperly used, rent subsidy payments.
- O. The Department will not automatically terminate a Program household solely because a household member has been the victim of domestic violence, dating violence or stalking.
- P. The Department may waive any of the Program termination requirements upon a finding of good cause. The Contractor must submit all waiver requests in writing to the Department on a form provided by the Department. Each request must clearly state the reason for which the waiver is being requested. Upon a finding of good cause, the Department may grant a waiver in writing and must clearly state the reason the requirement is being waived.
- Q. Executive Regulation 17-06AM, Requirements for the Supportive Housing Rental Assistance Program is incorporated by reference into and made a part of this contract as Attachment C.

III. PERSONNEL MANAGEMENT

- A. The Contractor must ensure that each staff person providing service coordination under this Contract must possess, at a minimum, a Bachelor's Degree in social work or another human services-related field and two years of experience providing human services.
- B. The Contractor must conduct and/or arrange for background checks on all program personnel and volunteers for child sexual abuse and other criminal activity and must provide evidence of the background checks to the County upon request. The Contractor must obtain the results of criminal background checks before any staff or volunteers provide direct services.
- C. The Contractor must ensure that all staff providing services under this Contract, meet the minimum requirements of the position they occupy as stated in this Contract, are free of illegal drugs and abuse of alcohol, and are fully able to perform all required duties as described in this Contract.
- D. The Contractor must create, and maintain, and implement a personnel manual subject to annual review and update that which identifies the various job descriptions and personnel regulations required by the Contractor, and explains policies for employees regarding benefits, supervision, termination and grievances.
- E. The Contractor must provide orientation and training to the level appropriate for staff providing services under this Contract.
- F. The Contractor must maintain and have available for the County's review a roster of all employed individuals providing services under this Contract, their resumes, current

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Licenses, work schedules and evidence of completion of training related to maintaining employment with the Contractor. Upon written notification by the County, the Contractor must replace any unqualified or unsatisfactory personnel as determined by the County within two (2) weeks of notification, at no cost to the County. If the Contractor is unable to replace such personnel in this timeframe, the Contractor must notify the County in writing with an explanation for any personnel not replaced within this timeframe.

IV. RECORDS AND REPORTS

- A. The Contractor must maintain client records according to federal, State, and County privacy and confidentiality requirements and must store them in a secured, non-public area to assure client confidentiality.
- B. The Contractor must participate in all recording, reporting, and household participation tracking mechanisms as determined appropriate by the County.
- C. The Contractor must provide monthly statistical reports required by the County by the 15th business day of the following month in formats approved by the County.

V. OUTCOME MEASURES

- A. The Contractor must collect and submit monthly statistical data in a format approved by the County by the 15th business day of the following month.
- B. The Contractor must collect statistical data which calculates the following:
 - 1. Percentage of households that pay rent on time;
 - 2. Percentage of households that have written notifications of a violation of the lease agreement;
 - 3. Percentage of households that maintain safe and sanitary conditions in the rental unit as evidenced by semi annual service coordinator inspections; and
 - 4. Percentage of households remaining in permanent housing six and twelve months after being housed.
- C. The following are the Outcome Goals to be met by the Contractor.
 - 1. 80% percent of households will pay rent on time 10 out of 12 months per year;
 - 2. 90% percent of households will have no more than one community complaint from the property manager in a 12 month period. A complaint is defined as any written notification of a violation of the lease agreement.
 - 3. 80% percent of households will maintain safe and sanitary conditions in the rental unit as evidenced by semi annual service coordinator inspections.;
 - 4. 90% percent of households remaining in permanent housing six (6) months after being housed.; and

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5. 85% percent of households remaining in permanent housing twelve months after being housed.
- D. The Contractor must collect household satisfaction data annually using an instrument developed by the Department.

VI. COMPENSATION

- A. The maximum amount that the County will pay the Contractor will not exceed \$300.00 per month, per household, for the provision of services under this contract through June 30, 2010. The County will pay the Contractor for an entire given month for referrals accepted after the first of that month or terminated from the Program before the end of that month. The County will not pro-rate for households receiving services after the first of the month or for households terminated prior to the end of the month, for example, the County will pay the Contractor the full \$300 for the month of service even if the household begins receiving services on the 15th of the month and the County will pay the Contractor the full \$300 for the month even if the household is terminated from services on the 15th of the month.
- B. If the program household subsidy is terminated because the household has been approved to receive an equivalent rental assistance subsidy from another local, state, or federal housing subsidy program, and it is determined by the Department and the Contractor that continued service coordination is necessary to ensure that stable housing is maintained, the County will continue to pay the Contractor for up to 12 months after the recipient household Program subsidy has been terminated for the provision of services under this contract.
- C. If a program household moves out of a rental unit or the household's subsidy is terminated, and the Contractor remains liable to the landlord for rent costs until the end of the lease term, the County will also reimburse the Contractor for rent costs for that rental unit for the month after the household moves out of the rental unit or the household's subsidy is terminated.
- D. Execution of this Contract does not guarantee that the Contractor will provide, or be compensated for, a minimum number of service coordination Program referrals.
- E. The County will not compensate the Contractor for services it performs before this Contract has been executed signed and the Contractor has received an executed purchase order that has been executed by the County's Director, Office of Procurement from the County.
- F. The County will not compensate the Contractor for any services provided to a Program household after the household has been terminated from the Program, except as provided for in this Section Article VI, Paragraphs B and C of this contract.

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VII. INVOICES

- A. The Contractor must submit invoices to the County, in a format approved by the County, no later than 15 calendar days following the end of the month. All payments will be made within 30 calendar days after the County's receipt and acceptance of monthly invoices in a form and format approved by the County.
- B. Invoices must be sent to Special Needs Housing, Department of Health and Human Services, 401 Hungerford Drive, Rockville, Maryland, 20850.
- C. Each invoice submitted by the Contractor for services performed under this Contract must be accompanied by a list of households for which services were provided.

VIII. TERM

This Contract shall become effective upon signature by the County's Director, Office of Procurement, and shall be for a two-year term. Before the contract term ends, and subject to fiscal appropriations, the Director may, but is not required, to renew this Contract if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for two additional two-year periods.

IX. GENERAL CONDITIONS AND INSURANCE

The attached General Conditions of Contract between County and Contractor (Attachment A) are incorporated by reference and made part of this Contract. The following insurance requirements supersede those outlined in the General Conditions.

Prior to the execution of the Contract by the County, the Contractor must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this Contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of **three hundred thousand dollars (\$300,000)** combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

Contractual Liability
Premises and Operations
Independent Contractors
Products and Completed Operations

Open Solicitation #7641060009
Pre-Approved Form Contract
**Service Coordination for
Supportive Housing Rental Assistance Program**

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County, Maryland
DHHS /CMT
401 Hungerford Drive, Sixth Floor
Rockville, Maryland 20850

X. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference into, and made a part of this Contract, and are listed in order of legal precedence below in the event of a conflict in their terms:

- A. This Contract Document;
- B. The County's General Conditions of Contract between the County and Contractor, Attachment A;
- C. The County's Business Associate Agreement, Attachment B; and
- D. Montgomery County Executive Regulation 17-06AM, Attachment C.

[Signature Page Follows]

Open Solicitation #7641060009
 Pre-Approved Form Contract
**Service Coordination for
 Supportive Housing Rental Assistance Program**

This Contract which incorporates by reference the completed Vendor Information Form, the Notice to Vendors, the Instructions, and the Pre-Approved Form Contract, and Wage Requirements for Services Contract Addendum to the General Conditions of Contract between County and Contractor, and the County's Business Associate Agreement and Executive Regulation 17-06AM, copies of which have been provided to the Contractor, is entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as the "Contractor" and Montgomery County, Maryland, hereinafter referred to as the "County". This Contract will become effective on the date of signature by the Director, Office of Procurement. This Contract and any renewals or extensions of this Contract are subject to the appropriation of funds.

Part A: Contractor's Offer to Provide Services:

(Prospective Contractor Must Complete)

Contracting Corporation, Partnership Limited Liability Company OR Proprietorship

 Agency Name

 Signature

 Typed

 Title

 Date

Part B: County Acceptance:

MONTGOMERY COUNTY, MARYLAND

 [Illegible Signature]

 Date

RECOMMENDATION

 Uma S. Ahluwalia, Director
 Department of Health and Human Services

 Date

This form has been approved as to form and legality by the Office of the County Attorney.

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

TABLE A. - INSURANCE REQUIREMENTS
 (See Paragraph #21 Under the General Conditions of Contract
 Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS
 (See Paragraph #21 Under the General Conditions of Contract
 Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

(Remainder of Page Intentionally Left Blank)

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

28. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

29. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

30. TIME

Time is of the essence.

31. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

32. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

Wage Requirements for Services Contract
Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code (“WRL” or “11B-33A”). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3) must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A.
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the wage requirements. Section 11B-33A (h).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL.
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL.
- I. The County may assess liquidated damages for any noncompliance by contractor or its subcontractor with the WRL based on the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. If the County determines, as a result of a WRL audit that the Contractor has violated requirements of the WRL, including but not limited to the wage requirements, the County will assess the Contractor for the cost incurred by the County in conducting the audit. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action against the violating contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney’s fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, or filing a complaint of violation, under the WRL.
- J. The County has established a program of random audits to assure compliance with the WRL. The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>
- K. The Contractor is in breach of this contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the end of the month (January, April, July, October) following each quarter; documents requested in conjunction with a random or compliance audit being conducted by the County; or documents otherwise requested by the Director. In the event of a breach of contract under this paragraph, or for any other violation of the WRL, the County may assess against, or withhold from payment to, Contractor, the liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a

result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

L. For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or WRL@montgomerycountymd.gov .

[Remainder of Page Intentionally Left Blank]

Contract # _____

Wage Requirements Law Certification

(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number			Fax Number		
E-Mail Address					

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County’s Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

Contact Name			Title		
Phone Number			Fax Number		
E-mail Address					

In the event that you, the “Offeror,” are awarded the contract and become a Contractor, YOU MUST MARK or in ALL BOXES BELOW that apply.

A. Wage Requirements Compliance

This Contractor, as a “covered employer”, will comply with the requirements under County Code Section 11B-33A, “Wage Requirements” (“Wage Requirements Law” or WRL”). Contractor and its subcontractors will pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required wage rate effective at the time the work is performed. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A “covered employer” must submit (preferably via email) quarterly (by the end of January, April, July, and October for the quarter ending the preceding month) certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the Wage Requirements Law, to the Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager. These payroll records must include the following: name; position/title; gender/race (for contracts awarded after October 1, 2015); daily straight-time hours worked; daily overtime hours worked; straight-time hourly pay rate; overtime hourly pay rate; both employer and employee share of health insurance premium; and total gross wages paid for each period. A sample of the Payroll Report Form can be found at the link below.

(<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>). In lieu of the quarterly Payroll Report Form, payroll registers generally satisfy the requirement. Late submission or non-submission of this information, or any other violation of the WRL, may result in the County withholding contract payments and additional actions by the County, including but not limited to: assessing liquidated damages, terminating the contract, or otherwise taking action to enforce the contract or the Wage Requirements Law. The Contractor must ensure that NO Social Security number of any person, other than the last four digits, is included on the quarterly report.

B. Exemption Status (if applicable)

This Contractor is exempt from Section 11B-33A, “Wage Requirements,” because it is:

- 1. Reserved – [Intentionally left blank].
- 2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1);
- 3. a public entity. Section 11B-33A (b)(2).
- 4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) (**must complete item C below**).

5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) (**must specify the law, or furnish a copy of the contract or grant**).

C. Nonprofit Wage & Health Information
 This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization’s Employee’s Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2).

D. Nonprofit’s Comparison Price(s) (if desired)
 This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the RFP, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

E. Sole Proprietorship
 Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:

- (1) is aware of, and will comply with, the WRL, as applicable;
- (2) has no employees other than the sole proprietor; and
- (3) will inform the Montgomery County Office of Business Relations and Compliance if the sole proprietor employs any workers other than the sole proprietor.

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to www.montgomerycountymd.gov/mfd

C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.

D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.

E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.

F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.

G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

2. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____
CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

3. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____
CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

4. Certified By: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____
CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer Date: _____

MFD Program Officer Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director
Cherri Branson
Office of Procurement Date: _____

Director
Cherri Branson
Office of Procurement Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Cherri Branson, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:
The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between Montgomery County, Maryland (hereinafter referred to as “Covered Entity”), and _____ (hereinafter referred to as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

I. GENERAL

A. Covered Entity has a business relationship with Business Associate that is memorialized in Montgomery County Contract # _____ (the “Underlying Agreement”), pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, “HIPAA”), as all are amended from time to time; and

B. The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

C. For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

D. This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate’s obligations to comply with the the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General I §§4-301 *et seq.*) (“MCMRA”) or other applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate’s performance of the Underlying Agreement; and

E. This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

F. The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

II. DEFINITIONS.

A. The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

B. Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

1. "Breach" is defined at 45 CFR § 164.402.
2. "Business Associate" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean _____.
3. "Covered Entity" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.
4. "Designated Record Set" is defined at 45 CFR § 164.501.
5. "Individual" is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.
6. "Protected Health Information" or "PHI" is defined at 45 CFR § 160.103.
7. "Required By Law" is defined at 45 CFR § 164.103.
8. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.
9. "Security Incident" is defined at 45 CFR § 164.304.
10. "Unsecured Protected Health Information" or "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

III. PERMISSIBLE USE AND DISCLOSURE OF PHI

A. Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA, MCMRA, or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

B. Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

C. Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

D. Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

E. Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

F. Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section III.F must:

1. Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;

2. Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3. Be in substantially the same form as Exhibit A hereto;

4. Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

5. Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

6. Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

7. If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

8. Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;

9. State whether the PHI was actually acquired or viewed;

10. Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

11. Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address;

and

12. Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III.F.4 – III.F.11 above.

G. Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

H. In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

I. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

J. Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

K. Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered

Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

L. To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

M. A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

N. To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the request of Covered Entity or an Individual.

O. Business Associate must, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

P. Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

Q. Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

R. Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

S. Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to

Covered Entity that seeks documents or other information held or controlled by Business Associate.

T. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

U. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

V. Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

IV. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

2. Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

3. If neither termination nor cure is feasible, report the violation to the Secretary.

4. This Article IV, Term and Termination, Paragraph B, is in addition to the provisions set forth in Paragraph 27, Termination for Default of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement, in which "Business Associate" is "Contractor" and "Covered Entity" is "County" for purposes of this Agreement.

C. Effect of Termination.

1. Except as provided in Section IV.C.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

3. Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, the MCMRA, or other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

V. CONSIDERATION. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. CAUSES OF ACTION IN THE EVENT OF BREACH. As used in this paragraph, the term "breach" has the meaning normally ascribed to that term under the Maryland law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action

contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in Paragraph 18, "Indemnification", of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement in which "Business Associate" is "Contractor" and "Covered Entity" is "County", for purposes of this Agreement.

VII. MODIFICATION; AMENDMENT. This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES. Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

IX. COMPLIANCE WITH STATE LAW. The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

X. MISCELLANEOUS.

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

B. Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Joy Page, Esq.
Deputy Privacy Official
Montgomery County, Maryland
401 Hungerford Drive, 7th Floor
Rockville, Maryland 20850

(240) 777-3247 (Voice)
(240) 777- 3099 (Fax)

Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

Attention: _____
Phone: _____

D. Maryland Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Maryland, without regard to choice of law principles.

E. Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

F. Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

MONTGOMERY COUNTY, MARYLAND

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Montgomery County, Maryland, (the “County”) and
- _____ (Business Associate).

Business Associate hereby notifies the County that there has been a Breach, Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an “Incident”) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

Date of the Incident: _____

Date of discovery of the Incident: _____

Does the Incident involve 500 or more individuals? Yes/No

If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the Incident:

Names and addresses of individuals affected by the Incident:

(Attach additional pages as necessary) _____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

Resolution No.: 15-1636
Introduced: October 17, 2006
Adopted: October 17, 2006

COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND

By: County Council

Subject: Approval of Executive Regulation 17-06 AM, *Requirements for the Supportive Housing Rental Assistance Program*

Background

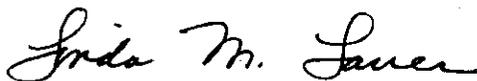
1. On September 21, 2006, the County Council received Executive Regulation 17-06, *Requirements for the Supportive Housing Rental Assistance Program*, from the County Executive.
2. Executive Regulation 17-06 is processed under Method 2, and the County Council may approve or disapprove the regulation within 60 days after receiving it.
3. The Health and Human Services Committee reviewed Executive Regulation 17-06 on September 21, 2006, and recommended certain amendments. The Committee recommends approval as amended.
4. The Executive reissued the subject regulation incorporating the Committee's recommended amendments, and re-numbered it Executive Regulation 17-06AM to indicate that it was amended after transmittal to the Council.

Action

The County Council for Montgomery County, Maryland approves the following resolution:

Executive Regulation 17-06AM, *Requirements for the Supportive Housing Rental Assistance Program*, is approved.

This is a correct copy of Council action.



Linda M. Lauer, Clerk of the Council



MONTGOMERY COUNTY EXECUTIVE REGULATION

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Subject Requirements for The Supportive Housing Rental Assistance Program	Number 17-06AM
Originating Department Department of Health & Human Services	Effective Date October 17, 2006

Montgomery County Regulation on:

REQUIREMENTS FOR THE SUPPORTIVE HOUSING RENTAL ASSISTANCE PROGRAM

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Issued by: County Executive
Regulation No. 17-06AM

Authority: Code Section 2-42A
Council Review: Method 2 under Code Section 2A-15
Register Vol. 23, Issue 8

Comment Deadline: August 31, 2006
Sunset Date: None
Effective Date: October 17, 2006

- SUMMARY:** This regulation establishes the requirements for the Supportive Housing Rental Assistance Program.
- ADDRESS:** Copies of this regulation may be obtained from the Department of Health and Human Services, Director's Office, Special Needs Housing, 401 Hungerford Drive, 5th floor, Rockville, MD 20850
- STAFF CONTACT:** Gloria Huggins, Department of Health and Human Services, Director's Office, Special Needs Housing, 240-777-4565
- BACKGROUND:** Chapter 2, Section 2-42A of the Montgomery County Code authorizes the Montgomery County Department of Health and Human Services to administer programs and provide human services. This regulation sets forth the standards for eligibility and procedures for the administration of the Supportive Housing Rental Assistance Program.



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Section 1

Definitions

1.1 Definitions

Unless more specifically defined, the following words have the meanings stated:

- A. **Applicant** means a person who applies for the **Program**, but is not yet a **recipient of benefit payments**.
- B. **Adjusted monthly income** means the combined monthly **gross income** of all of the members of the **household**, less allowable deductions as defined in Section 1, 1.1 (L).
- C. **Asset** means all accumulated personal wealth, property or interest in property, over which a person has the authority or power to liquidate an interest.
 - 1. An **asset** includes, but is not limited to:
 - a. cash;
 - b. time or demand deposits in a financial institution such as checking accounts, savings accounts, certificates of deposit, or money market funds;
 - c. stock;
 - d. bonds;
 - e. shares in a mutual fund;
 - f. trusts; or
 - g. real estate.



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2. An **asset** does not include:
 - a. furniture and furnishings used in the **rental unit**;
 - b. clothing; or
 - c. one automobile for each member of the **household** who is a licensed driver.
- D. **Benefit payment** means the monthly payment made by the **Department** to the landlord for a **recipient's contract rent**.
- E. **Co-occurring disability** means the simultaneous existence of chronic **substance abuse** and a **mental disorder**.
- F. **Contract rent** means the monthly rent agreed to by a written lease agreement between the **applicant household** and the landlord, regardless of any furnishings, fees, meals, or services.
- G. **Department** means the Montgomery County Department of Health and Human Services.
- H. **Director** means the Director of the Montgomery County Department of Health and Human Services or the Director's designee.
- I. **Developmental disability** means a severe chronic disability of an individual that:
 1. is attributable to a physical or mental impairment, other than the sole diagnosis of mental illness, or attributable to a combination of mental and physical impairments;



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2. is likely to continue indefinitely;
 3. is manifested in an individual before the age of 22;
 4. results in an inability to live independently without external support or continuing and regular assistance; and
 5. reflects the need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are individually planned and coordinated for the individual.
- J. **Elderly** means a person at least 62 years old.
- K. **Fair Market Rent** means the rent, including the cost of utilities (except telephone), as most recently published by the United States Department of Housing and Urban Development, for units of varying sizes (by number of bedrooms) that must be paid in the Washington Metropolitan Area housing market to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities.
- L. **Gross income** means total **household** income, taxable and nontaxable, from all sources, whether or not reported on a federal or state income tax return.
1. **Gross income** includes, but is not limited to:
 - a. wages and tips received as compensation for employment or services rendered, before taxes and other deductions;



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- b. interest and dividends from all financial accounts;
- c. benefits under the Social Security Act or the Railroad Retirement Act;
- d. bequests and inheritances;
- e. child or spousal support payments;
- f. recurring monetary gifts and loans (excluding student loans) made to the **household** by other persons not living in the **household** to assist with rent or other living expenses;
- g. strike benefits where there is no employee contribution;
- h. Temporary Cash Assistance (TCA), Refugee Assistance, and Temporary Disability Assistance Program (TDAP) benefits;
- i. pensions and annuity benefits, including veterans, railroad and mine worker benefits;
- j. unemployment compensation benefits;
- k. trust fund disbursements;
- l. capital gains;
- m. net profits from business and property rentals;
- n. worker's compensation benefits;
- o. stipends for educational or research fellowships for living expenses, excluding that portion that covers tuition and required fees;



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- p. foster care benefits; and
 - q. net income from self-employment.
2. **Gross income** does not include:
- a. losses from businesses, rental, or capital transactions;
 - b. third-party payments made by someone outside of the **household** for living expenses;
 - c. payments given directly to a service provider for which the **applicant** has no discretion over the use of the funds;
 - d. employment income of **household** members under 18 years old, unless emancipated;
 - e. employment income of full-time students 18 years of age or older, unless that person is the applicant, or the spouse of the applicant.
 - f. student financial assistance in the form of grants, loans or work study aid provided under the Higher Education Act, under a State program, or by an institution of higher education and including Pell Grants, Supplemental Educational Opportunity Grants, Federal Family Education Loans, Ford Direct Loans, Perkins Loans, State Student Incentive Grant, College Work Study, Civic and Fraternal Scholarships, Private Company Scholarships;
 - g. Medicare payments deducted from Social Security benefits; and



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- h. Nazi Restitution payments to victims of Nazi persecution.
- 3. A deduction from monthly **household gross income** may be granted by the **Department** when determining eligibility for the **Program**, if documentation is provided by the applicant that demonstrates the **household** makes regular out-of-pocket payments for any of the following:
 - a. child care expenses up to the Montgomery County average cost of child care, by type of care, as determined by the Montgomery County Working Parents Assistance Program;
 - b. medical expenses for doctor and dental fees, prescription drugs and prescribed medical procedures that are not reimbursed by insurance or other sources;
 - c. over-the-counter medical products, if ordered by a doctor to treat an ongoing medical condition; or
 - d. medical insurance premiums.
- M. **Homeless** means individuals and families who are defined consistent with the McKinney-Vento Homeless Education Assistance Act of 2001 as individuals, adults and children, who lack a fixed, regular, and adequate nighttime residence. This includes individuals and families who:
 - 1. share the housing of other persons due to loss of housing, economic hardship, or a similar reason;



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2. live in motels, hotels, trailer parks or camping grounds due to the lack of alternative accommodations;
 3. live in emergency or transitional shelters;
 4. are abandoned in hospitals;
 5. are awaiting foster care placement;
 6. reside primarily at nighttime in a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; and
 7. live in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.
- N. **Household** means a single individual, or two or more persons, whether or not related, who live together in a **rental unit**.
- O. **Legal resident** means a person who is either a citizen of the United States or a person who is a non-citizen who has been granted eligible immigration status in the United States by the United States Citizenship and Immigration Services.
- P. **Mental disorder** means a behavioral or emotional illness that results from a psychiatric or neurological disorder. A **mental disorder** also includes a mental illness that substantially impairs the mental or emotional functioning of an individual and makes care or treatment necessary or advisable for the welfare of the individual



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or for the safety of the person or property of another. **Mental disorder** does not include a **developmental disability**.

- Q. **Mixed household** means any **household** that includes persons who are legal residents and persons who are not legal residents.
- R. **Program** means the Supportive Housing Rental Assistance Program.
- S. **Recipient** means a person who currently receives a **benefit payment**. An applicant becomes a **recipient** on the effective date of the first **benefit payment** to the landlord. A **recipient** includes a person who reapplies for **Program** eligibility before the end of a current eligibility period.
- T. **Relative** means a parent, step-parent, grandparent, child, step-child, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law or spouse.
- U. **Rental unit** means a unit in Montgomery County that is licensed in accordance with Chapter 29 of the Montgomery County Code.
1. A **rental unit** cannot be occupied by more than one **household** and includes, but is not limited to:
 - a. a detached or attached single family home or town home;
 - b. an apartment in a multi-family facility;
 - c. a condominium or cooperative unit in a multi-family facility;



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- d. a rental mobile home in a licensed mobile home park; or a rented mobile home pad on which the **applicant** has placed a mobile home in a licensed mobile home park;
 - e. a room or group of rooms in an attached or detached single family home or town home, apartment condominium or cooperative;
 - f. a personal living quarters; or
 - g. an accessory apartment.
2. A **rental unit** owned by a relative of any member of the **applicant household** is eligible only if the **Department** determines that approving the **rental unit** would provide reasonable accommodation for the **recipient** or for a **household** member.
- V. **Service coordinator** means the person from the **Department**, or an agency contracted by the **Department**, designated to provide on-going outreach to a **recipient** to engage them in services and ensure residential stability.
- W. **Service provider agency** means the Montgomery County public or private agency that refers an **applicant** to the **Program**.
- X. **Special populations** means:
- 1. a person with a sensory, cognitive or mobility impairment;
 - 2. a person with a **developmental disability**;
 - 3. a person with a **chronic mental disorder**;



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4. a person with a **co-occurring disability**;
 5. a person with chronic **substance abuse**;
 6. a person who is **elderly** and in need of independent or assisted living;
 7. a person who is **homeless**; or
 8. a youth transitioning from systems of public custodial care such as foster care and juvenile justice.
- Y. **Substance abuse** means the use of illegal drugs, the excessive use of alcohol, the excessive use of an over-the-counter drug, or the excessive use, without medical justification, of a controlled dangerous substance dispensed by a health care professional.
- Z. **Suitably sized unit** means the standard for the appropriate number of bedrooms needed for **households** of different sizes and compositions as most recently published by the Montgomery County Housing Opportunities Commission for the Housing Choice Voucher Program.
- AA. **Tenant rent responsibility** means the monthly amount owed by the **recipient household** to the landlord. The tenant rent will be equal to 30% of the **recipient household's gross adjusted monthly income**, less any monthly utility allowance.



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Section 2

Eligibility

2.1 General Applicant Requirements

All of the following criteria must be met for an **applicant** to be eligible for the **Program**.

- A. **Applicant** must be referred by the **Department** or a public or private **service provider agency**.
- B. **Applicant** must be included in at least one of the **special populations** as defined in Section 1, 1.1 (X) of this regulation.
- C. **Applicant** must be a **legal resident** of the United States.
- D. **Applicant** must be a resident of Montgomery County.
- E. **Applicant** must be at least 18 years old and must plan to reside at the eligible **rental unit** for which the **benefit payment** is being paid.
- F. **Applicant**, or any **household** member, must not have been previously excluded by the **Director** from participation in the **Program**.
- G. **Applicant**, and all **household** members 18 years of age or older, must agree to undergo a criminal background check and be screened through the National Sex Offender Registry.



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H. **Applicants** will be excluded from the **Program** if they or any member of the **household** has been convicted of criminal activity that would adversely affect the health, safety or wellbeing of other persons or cause damage to the property.

2.2 Income Requirement

The combined gross **adjusted monthly income** of all of the members of the **applicant household** on the date the application is approved must not exceed thirty (30) percent of the area median income for a **household** of comparable size as most recently published by the United States Department of Housing and Urban Development.

2.3 Rent Cost Limitation

The **contract rent** for the eligible **rental unit** occupied by the **household** must not exceed 110% of the **Fair Market Rent** for a **suitably sized unit** as most recently published by the United States Department of Housing and Urban Development.

2.4 Lease Requirements

A. Each **household** must have a written rental lease agreement, executed by the landlord and the **household**, that complies with the provisions of Montgomery County Code, Chapter 29, Landlord-Tenant Relations. If the **household** is subletting a **rental unit**, then the primary lessee must have a written agreement with the property owner permitting the primary lessee to sublet.



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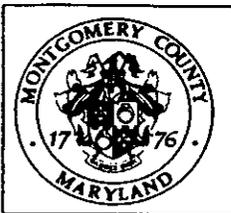
B. Single persons residing together must have individual leases with the property owners or primary lessee in order to be considered as separate **households** for the purposes of determining **Program** eligibility. Otherwise, all persons must be considered as one **household** and must meet all eligibility criteria.

2.5 Service Agreement Requirements

A. All **Program benefit payment recipients** must have a written service agreement signed by the **service coordinator** and the **recipient**. **Household** members who are 18 years of age or older may also be required to sign an individual service agreement, or be a party to the **recipient's** service agreement, as determined appropriate by the **service coordinator**.

B. The service agreement must include, at a minimum:

1. a detailed list of the tasks and responsibilities required of the **recipient** and any other party to the agreement to ensure that housing is maintained;
2. requirements for **Program** participation, such as eligibility criteria, benefit payment limits, reapplication requirements, grievance procedures and termination policies;
3. procedures for paying the **household's** monthly **tenant rent responsibility**, including the date by which the **tenant rent responsibility** is due; and



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4. requirement that **benefit payment recipients** must apply, when available, to receive Housing and Urban Development Housing Choice Voucher or Public Housing benefits and may not continue to receive **Program benefit payments** if approved to receive an equivalent rental assistance subsidy from another local, state or federal housing subsidy program.

2.6 Asset Limits

The value of the **assets** of all of the members of the **household** must not exceed the **asset** standards established by the Code of Maryland Regulations (COMAR), 10.09.24.08 (M), Consideration of Resources, Schedule MA-2, Medically Needy Resource Standard.

Section 3

Application, Eligible List and Reapplication

3.1 Application Procedure

- A. In order to be considered for the **Program**, the referring **service provider agency**, together with the **applicant**, must submit an application on a form provided by the **Department**, which is signed by both the **applicant** and the **service provider agency**. Supporting documentation and information verifying **household** income and **assets** must be submitted with the application and the **applicant** must certify in writing on the application, or on an accompanying form, that all information reported on the application form is accurate and true.



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B. The **applicant**, and all members of the **household** 18 years of age or older, must sign a release of information form permitting the **Department** to perform a criminal background check and screening through the National Sex Offender Registry.

C. The **applicant**, and the referring **service provider agency**, must submit any information determined by the **Department** as necessary to verify that all **Program** eligibility criteria have been met. At a minimum, the following documentation must be submitted for each **household** member as determined to be applicable by the **Department**:

1. A copy of the most recent Federal tax return, including a copy of all income and interest statements.
2. Financial statements documenting assets and indicating interest or dividends earned and principal account balances.
3. Documentation of wages, tips and other income for at least 30 days preceding the date of application.
4. Any other information required by the **Department** to determine if all standards of eligibility have been met.

D. The **applicant** must submit one of the following for each **household** member, as determined applicable by the **Department**, to prove eligible immigration status:

1. resident alien card;



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2. resident alien receipt card;
3. arrival/departure record;
4. temporary resident card;
5. employment authorization card; or
6. receipt issued by the United States Citizenship and Immigration Services for the replacement of documentation to provide eligible immigration status.

3.2 Application Review

Within 30 calendar days after receipt of the signed application and all documentation requested by the **Department**, the **Department** must approve or deny each application and send written notification to the **applicant** and the referring **service provider agency** of the application status.

3.3 Applicant Eligible List

- A. Each **applicant** determined by the **Department** to be eligible for **benefit payments** will be given a score based upon certain characteristics of the **applicant's household** that assess how critical their need is for supportive housing. The **Department** will publish the assessment tool and apply the tool uniformly to all eligible **applicants**. The **Department** will give the Montgomery County Council advance written notice of any changes to the assessment tool.
- B. **Applicants** with the highest score will receive first priority to receive **Program benefit payments**.



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- C. **Applicants** with the lowest percentage of area median income for a **household** of comparable size will receive highest priority among **applicants** with identical scores.
- D. When all **Program** funds have been expended, **applicants** will remain on the eligible list until **Program** funds become available.
- E. **Applicants** who have applied for or who are on a federal, state or other local housing program waiting list, may not be:
 - 1. refused placement on the **Program** eligible list;
 - 2. removed from the **Program** eligible list; or
 - 3. given a lower ranking on the **Program** eligible list than they are otherwise qualified to receive.
- F. An **applicant** on the eligible list may be subject to eligibility re-determination.

3.4 Approval

- A. The **Department** will notify the **applicant** and the referring **service provider agency** in writing of the **applicant's** status on the eligible list. When funds for **benefit payments** are available, a contract **service coordinator** will be identified by the **Department** to work with the **applicant**.
- B. When a **rental unit** is found, the **service coordinator**, together with the **applicant**, must submit a request for approval of the **rental unit** to the **Department**. The **Department** will review the **rental unit** request to ensure that the **rental unit**:



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1. conforms to the definition of a **rental unit** as defined in Section 1.1, U. of this regulation;
 2. meets the **suitably sized unit** standard for the appropriate number of bedrooms needed for the household size;
 3. conforms to the rent cost limitation as outlined in Section 2.3 of this regulation;
- and
4. conforms to the lease requirements as outlined in Section 2.4 of this regulation.
- C. Upon approval of the **rental unit** by the **Department**, a copy of the executed lease agreement must be submitted to the **Department**. The **Department** will determine the amount of the **benefit payment** in accordance with Section 4 of these regulations.
- D. The **household** may lease an eligible **rental unit** with fewer bedrooms than the **suitably sized unit** standard for their **household** size; however the eligible **rental unit** must meet all other applicable space requirements.
- E. The **household** may not lease an eligible **rental unit** with more bedrooms than the **household** size standard.
- F. An approved **applicant** must occupy the approved **rental unit** as of the date that the **benefit payment** will commence.



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G. An applicant's benefit payment approval period will be for a maximum of 12 consecutive months. Benefit payments may be renewed by the Department upon reapplication by the recipient before the end of each benefit payment eligibility period.

H. Applicants on the eligible list and benefit payment recipients must apply, when available, to receive Housing and Urban Development Housing Choice Voucher or Public Housing benefits. Applicants on the Program eligible list and recipients of Program benefit payments may not continue to receive Program benefit payments if approved to receive an equivalent rental assistance subsidy from another local, state or federal housing subsidy program.

3.5 Reapplication

A. The service coordinator, together with the recipient, must reapply for benefit payments before the expiration of the recipient's benefit payment eligibility period in accordance with deadlines and procedures established by the Department.

B. A recipient may not continue to receive benefit payments after the expiration of a benefit payment period unless the service coordinator, together with the recipient, reapplies for benefit payments during the eligibility period and the recipient household continues to meet the eligibility criteria then in effect.



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C. A recipient's service coordinator must report to the Department within 30 days when any one of the following occurs;

1. number of household members increases or decreases; or
2. amount of contract rent increases or decreases.

D. A recipient's service coordinator must report to the Department immediately when any one of the following occurs:

1. rental unit lease is terminated;
2. household moves from the rental unit;
3. recipient receives a notice of eviction; or
4. recipient is away from the rental unit for more than 60 consecutive calendar days.

3.6 Application Denial

A. Applications must be denied based on a determination by the Department that the applicant does not meet one or more eligibility criteria as outlined in this regulation or has failed to provide adequate information or documentation with respect to one or more eligibility criteria.

B. An applicant who is denied benefit payments and the referring service provider agency must be notified in writing by the Department of the denial and the reason



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for the denial within 30 calendar days after receipt of the signed application and all documentation requested by the **Department**.

C. The written notice of denial must include:

1. the decision, the reasons for the decision, and regulations supporting the decision;
2. the right to request an informal case review;
3. the method by which a case review may be requested;
4. the right to be assisted by legal counsel, a relative, a friend, or other individual;
5. the right to appeal an unfavorable decision of a case review by requesting an administrative review hearing;
6. the right, upon request, to have an interpreter present in a case review and in an administrative review hearing; and
7. the waiver of the right to an administrative review hearing if a case review is not timely requested.

3.7 Applicant Case Review

- A. An **applicant** has 30 calendar days from the date of the **Department's** notice of denial to request a case review. The **applicant** may make the request to the **Department** in writing, in person, or by electronic mail or fax simile.



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- B. A case review will consist of a review by the **Program** administrator of the oral and documentary information pertinent to the application and any information provided by the **applicant** relating to the denial of the application.
- C. Within 15 calendar days of the case review, the **Department** must send the **applicant** and the **service provider agency** a notice of the decision from the case review. The notice must state the basis for the decision. If the decision is adverse to the **applicant**, the notice must state that the **applicant** has the right to appeal the decision by requesting an administrative review hearing. The **Department** must include a copy of the form for appealing the decision with the notice.
- D. The **Department** must, upon request, assist an **applicant** with requesting a case review or an administrative review hearing and provide an interpreter to assist an **applicant** with requesting a case review or an administrative review hearing.

Section 4

Benefit Payment

4.1 Tenant Rent

- A. The **recipient** will be responsible for paying the landlord an amount determined by the **Department** that is equal to 30% of the **household gross adjusted monthly income**.



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- B. If the **recipient** is responsible for payment of utilities separate from rent, a utility allowance will be deducted from the **tenant rent responsibility**. The amount of the utility allowance will be based on the same standard used to determine utility allowances for the Housing Choice Voucher Program as most recently published by the United States Department of Housing and Urban Development.
- C. If the utility allowance deduction is greater than the total **tenant rent responsibility**, the negative balance will be paid by the **Department** to the **recipient** to assist with the payment of monthly utility costs.

4.2 **Benefit Payment Calculation**

- A. The **benefit payment** to the landlord by the **Department** will be the difference between the **contract rent** and the **tenant rent responsibility**.
- B. **Mixed Households** will receive a prorated **benefit payment** reduced by the percentage of **household** members who are not **legal residents**.

4.3 **Benefit Payment Limits**

- A. No payments from **Program** funds will be made for security deposits or other expenses.
- B. Only one **household** per eligible **rental unit** may receive **benefit payments**.
- C. A **recipient**, or any **household** member, cannot receive any federal, state or local housing program subsidy in addition to a **Program benefit payment**.



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4.4 **Benefit Payment**

- A. **Benefit payments** may only be paid to the landlord on behalf of a **recipient** during the lease term.
- B. The first **benefit payment** will be made in the month the lease term date begins and will be prorated for the first month from the date the lease term commences until the end of that month. **Benefit payments** will be paid monthly thereafter through the end of the month that the **recipient household** moves out of the **rental unit** or until such time as the **Department** determines the **recipient** is no longer eligible for **benefit payments**.
- C. If the landlord has commenced the process to evict the **recipient household**, and if the **recipient household** continues to reside in the **rental unit**, the **Department** will continue to make **benefit payments** to the landlord until the **rental unit** is vacant or the **Department** determines that the **recipient** is no longer eligible for **benefit payments**.
- D. When a **recipient household** moves out of the **rental unit**, or the **recipient household's benefit payment** is terminated, the **Department** will not make a **benefit payment** to the landlord after the month the **household** moves out. The landlord may retain the **benefit payment** for the month the **household** moves out of the **rental unit** regardless of the date of the month the **household** vacates the **rental unit**.



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E. If a **recipient household's service provider agency** remains liable for rent costs until the end of the **recipient household's** lease term, the County will reimburse the **service provider agency** for rent cost for that **recipient household** for the month after the **recipient household** moves out of the **rental unit** or the month after the **recipient household's benefit payment** is terminated.

4.5 Payment Upon Institutionalization or Upon Death

A. If a **recipient** dies or becomes institutionalized, and is a member of a **household** with additional persons over 18 years old, **benefit payments** may be paid by the Department on behalf of the adult **household** member until the expiration of the current eligibility period, or as long as all of the remaining **household** members continue to reside in the unit, whichever comes first.

B. If a **recipient** is a one person **household** and becomes institutionalized for more than 60 consecutive days, the **Department**, in conjunction with the **service coordinator**, will assess the **recipient's** individual situation to determine the appropriateness of continuing **benefit payments** until the expiration of the **recipient's** current eligibility period.

4.6 Availability of Benefit Payments

Benefit payments are subject to the availability of **Program** funds appropriated and any limitations set by the County Executive on the number of **Program recipients**.



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Section 5

Discontinuation of **Benefit Payments** and **Program** Participation Termination

5.1 The **Department** may discontinue **benefit payments** or terminate the **recipient** from participation in the **Program** under the following circumstances.

A. The **Department** may immediately discontinue **benefit payments** when any one of the following occur:

1. **recipient** notifies the **Department** that assistance is no longer required; or
2. **Department** is notified that **recipient** is no longer residing in the eligible **rental unit**, except when the **recipient** is temporarily absent from the **rental unit** because of institutionalization.

B. The **Department** may discontinue **benefit payments** and terminate the **recipient** from **Program** participation when any one of the following occur:

1. **household** no longer meets all eligibility requirements;
2. **recipient** or any **household** member fails to provide information required to determine continued eligibility recertification;
3. **recipient** fails to reapply for **Program benefit payments** before the end of their current eligibility period;
4. **recipient household** is evicted from the **rental unit**;
5. lease is terminated by the landlord or the **recipient household**; or



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6. **recipient** or any member of the **household** violates the terms of their service agreement.

C. The **Department** may discontinue **benefit payments**, terminate the **recipient** from the **Program**, and exclude the **recipient** from future **Program** participation for any one of the following reasons:

1. **recipient**, or any **household** member, has improperly obtained **benefit payments** or improperly used **benefit payments**;
2. **recipient**, or any **household** member, is convicted of criminal activity that would adversely affect the health, safety or wellbeing of other persons or damage to the property.
3. If the **recipient**, or any **household** member, is the victim of domestic violence, dating violence or stalking, the **Department** may not discontinue **benefit payments** or terminate **Program** participation because of the violence committed against them.

5.2 A **recipient** who receives an adverse decision under any provision in this section may seek a review of the adverse decision in accordance with the procedures specified in this regulation.



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Section 6

Waiver Authority

6.1 Waivers

The **Director** may waive any **Program** requirement upon a finding of good cause.

6.2 Waiver Procedures

All waivers must be requested in writing and must clearly state the requirement for which the waiver is being requested. Upon a finding of good cause, the Director may grant a waiver, which must be in writing, and must clearly state the reason the requirement is being waived.

Section 7

Penalties

7.1 Falsification of Information

Any person who knowingly makes or helps another person to make a false or misleading statement in order to obtain **benefit payments**:

- A. upon conviction shall be guilty of a Class A violation;
- B. may be required to repay the County any **Program benefit payment** improperly paid in reliance on the false or misleading statement; and



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- C. may be required to pay the County interest on the total amount improperly paid at the rate of one percent per month on the outstanding balance owed until the total **benefit payments** improperly paid is repaid.

Section 8

Right of **Recipient** to In-Person Case Review

8.1 Notice to **Recipient** of Adverse Action

- A. The **Department** must notify a **recipient** in writing of an adverse action and provide a copy to the **service coordinator**. An adverse action includes a denial of a reapplication for **Program benefit payments**, a decision that the **recipient** failed to provide documentation requested in a reapplication, a decision to suspend, discontinue, reduce, or terminate assistance, a decision to seek to recover an overpayment or over issuance of **benefit payments**, or a decision that the **Program** intends to take any adverse action listed in this regulation.
- B. The notice of adverse action must include:
1. the decision, reasons for the decision, and regulations supporting the decision;
 2. the right to request an in-person case review;
 3. the method by which an in-person case review may be requested;
 4. the right to be assisted by legal counsel, a relative, a friend, or other individual;



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5. the right to appeal an unfavorable decision of an in-person case review by requesting an administrative review hearing;
6. the right, upon request, to have an interpreter present in any in-person case review or administrative review hearing; and
7. the waiver of the right to an administrative review hearing if a case review is not timely requested.

8.2. In-Person Case Reviews

- A. A **recipient** has 30 calendar days from the date of the **Department's** notice of adverse action to request an in-person case review. Such request must be made in writing or in person to the **Program** administrator. The **Department** must, upon request, assist a **recipient** with requesting an in-person case review and provide an interpreter to assist the **recipient** with requesting an in-person case review, and attend the in-person case review.
- B. An in-person case review, consists of an informal in-person meeting of the **recipient** with the **Program** administrator. The **Program** administrator must review the oral and documentary information pertinent to the application, and must explain the basis for the proposed adverse action. The **recipient** must be provided the opportunity to present his or her reasons and explanation for why the adverse action is not warranted.



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- C. Within 15 calendar days of the in-person case review, the **Program** administrator must send the **recipient** a notice of the decision from the in-person case review. The notice must state the basis for the decision. If the decision is adverse to the **recipient**, the notice must state that the **recipient** has the right to appeal the decision by requesting an administrative review hearing. The **Program** administrator must include a copy of the form for appealing the decision with the notice.

Section 9

Administrative Review Hearing

9.1 Appeals by **Applicants** and **Recipients**

- A. An **applicant**, or **recipient**, who requested a case review in a timely manner, may appeal an adverse case review decision by filing a written request for an administrative review hearing with the **Department** within 30 calendar days of the date of the notice of the adverse case review decision. Such request must be on a form provided by the **Department** with the notice of the adverse case review decision.
- B. The **Department** must, upon request, assist an **applicant** or a **recipient** with requesting an administrative review hearing or provide an interpreter to assist the **applicant** or **recipient** with requesting an administrative review hearing, and attend the administrative review hearing.



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9.2 Conduct of the Administrative Review Hearing

The **Director** will conduct the administrative review hearing. During the administrative review hearing, the **Director** must review the decision of the **Program** administrator, the relevant **Program** file, and the record of the case review. The **Director** must also hear and consider materials presented and arguments made by the appellant as to why the decision of the **Program** administrator is in error and should be reversed. The **Director** must conduct the hearing in a fair, even-handed manner, giving the appellant an adequate opportunity to fully present the appellant's case, with due regard for the appellant's education, experience and communication skills.

Section 10

Implementation of an Adverse Action Against **Recipients**

- 10.1 Except as provided in Section 5, 5.1, A of this regulation, no adverse action must be taken against a **recipient** until the expiration of the following periods, to the extent applicable:
- A. the period for requesting an in-person case review;
 - B. the appeal period following an adverse decision in an in-person case review; or
 - C. issuance of the decision in an administrative review hearing.
- 10.2 Except as provided in Section 7 of this regulation, a **recipient** will incur no repayment liability until, as applicable, the later of the date of:



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- A. the notice of the decision in the in-person case review; or
- B. the decision in the administrative review hearing.

Section 11

Legal Challenge

11.1 If an **applicant** or **recipient** is aggrieved by a final decision of the **Department** in an administrative review hearing, that **applicant**, or **recipient**, may file an original complaint in the Circuit Court for Montgomery County, Maryland.

Section 12

Effective Date

12.1 This regulation takes effect immediately upon the adoption of a resolution of approval by the County Council.

Douglas M. Duncan, County Executive

10/9/06

Date

Approved as to Form and Legality

Office of the County Attorney

By: Anne T. Windle

Date: 9/28/06