

5. SECTION B - SCOPE OF SERVICES:

5.1. **BACKGROUND**

Montgomery County, Maryland through its Department of Health and Human Services (DHHS), is seeking a contractor to administer a Housing First Program to aid qualifying individuals in accessing housing and other supportive services. Montgomery County is one of three jurisdictions selected by Maryland's Behavioral Health Administration to operate a Housing First Program for individuals living with mental illness or mental illness and a co-occurring substance use disorder.

5.2. **INTENT**

The County is soliciting proposals from qualified, experienced entities to provide rental assistance, and supportive housing services to individuals in Montgomery County with a mental illness or a mental illness and a co-occurring substance use disorder (SUD). The services rendered via the final Contract will follow the [Housing First Model](#), which is an approach that prioritizes providing permanent housing to people in danger of becoming homeless or experiencing homelessness, linking them with voluntary services as needed, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. The key principles to follow are resident choice, separation of services and housing, community integration, recovery-oriented outcomes, and flexible, voluntary services.

The County intends to make one (1) award as a result of this RFP. The County's estimated Fiscal Year 2027 compensation for the contract resulting from this RFP. is \$558,000 The funding for these services is available through a grant from the Behavioral Health Administration (BHA). The County makes no guarantee of a specific compensation amount. All compensation payable under any Contract resulting from this solicitation is subject to and contingent upon state funding, and the County Council's appropriation and encumbrance of funding for the program described in this solicitation. In the event the County receives additional funding for services requested under this solicitation, the County reserves the right to expand the existing scope of services for the resulting contract. Such additional services are not guaranteed and will only be requested if funds for additional services are appropriated and encumbered by the County. Additional services will be added during negotiations or via a contract amendment to the contract resulting from the solicitation.

Offerors may submit proposals to include subcontractors, if applicable. Subcontractors and their roles must be identified in the Offeror's proposal, including a description of how services will be delivered. If subcontractor(s)

will be used, Offerors are encouraged to include Letters of Intent in their proposals. The County will contract with the lead organization who will be responsible for the subcontractor's/partner's work. If the Offeror proposes to supply any subcontractors to provide certain program services, the Offeror must indicate the name(s) of any subcontractors and provide a plan for how any subcontractors will be utilized. All subcontractors are subject to County review and approval.

5.3. SCOPE OF SERVICES

5.3.1. The Offeror who is awarded a contract as a result of this RFP, herein after referred to as the "Contractor," must provide rental assistance and supported housing services to individuals in Montgomery County with a mental illness or a mental illness and a co-occurring substance use disorder who meet the criteria identified below. The Contractor must work in collaboration with BHA, State hospitals, the participating County Local Behavioral Health Authority (LBHA), Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach Access and Recovery (SOAR) providers, community partners, and Residential Rehabilitation Program (RRP) providers to publicize this program and identify potential eligible candidates for services. Clients discharged from a Maryland state psychiatric hospital or transitioning from a RRP must be given priority. To qualify, individuals must meet the following criteria:

- 5.3.1.1. Are homeless or at risk of homelessness in the community; or
- 5.3.1.2. Are served by the SOAR Program; or
- 5.3.1.3. Are to be discharged from a state psychiatric hospital; or
- 5.3.1.4. Are transitioning from a General RRP; and
- 5.3.1.5. Have an income at least 50% below the median income for Montgomery County and will be required to contribute at least 30% of their income toward rent and utilities.

5.3.2. The Contractor must maintain a file on each client in the program to include the following:

- 5.3.2.1. Intake Form
- 5.3.2.2. [Rent Calculation worksheet](#) (must be completed annually)
- 5.3.2.3. [Rent Reasonableness](#)
- 5.3.2.4. Housing Inspections
- 5.3.2.5. Documentation of Income

5.3.3. The Contractor must adhere to Housing First principles as described in Section 5.2, and any operational direction and guidance developed by the Montgomery LBHA.

5.3.4. The Contractor must develop and obtain County approval for the following documentation as part of its Housing First program:

- 5.3.4.1. Intake Packet (Online or in PDF format recommended)
- 5.3.4.2. Intake Form (Relevant demographic data to include the following but not limited to: Age, Race and....)
- 5.3.4.3. Assessment of Activities of Daily Living (ADL) Level of Functioning
- 5.3.4.4. Past & Current Behavioral (SUD/Mental Health) Health treatment information
- 5.3.4.5. Past & Current Somatic Health treatment information
- 5.3.4.6. Any additional agency-specific documentation
- 5.3.4.7. Housing First Participation Information
 - 5.3.4.7.1. Housing First Guidelines
 - 5.3.4.7.2. Participant Agreement Form
 - 5.3.4.7.3. Resident Rights and Responsibilities
 - 5.3.4.7.4. Grievance Policy and Forms
 - 5.3.4.7.5. Tenant Housing Service Contract
 - 5.3.4.7.6. Notice of Privacy Practices/Program Guidelines
 - 5.3.4.7.7. Housing and Urban Development (HUD) Housing Program Plan
 - 5.3.4.7.8. Housing First Continuum of Care

5.3.4.3 In addition to the intake and participation documentation, the following is required, at a minimum, in each participant's chart and must be updated as needed or annually (whichever occurs first):

- 5.3.4.3.1 Release of Information
- 5.3.4.3.2 Emergency Contact Form
- 5.3.4.3.3 Rental Lease Agreement
- 5.3.4.3.4 Eligibility documentation
- 5.3.4.3.5 Documentation of Income
- 5.3.4.3.6 [Rent Calculation Worksheet](#)
- 5.3.4.3.7 [Rent Reasonableness Form](#)
- 5.3.4.3.8 Housing Inspection Documentation
- 5.3.4.3.9 Contact and Attempt Documentation

5.3.5. The Contractor must provide housing advocacy services that will assist individuals with the following:

- 5.3.5.1. Locate and secure housing, and mediate housing concerns with landlords.
- 5.3.5.2. Ensure that all lease agreements are consistent with Fair Market Housing rates.
- 5.3.5.3. Establish residency in housing that has passed inspection by the Housing First Program's inspection organization.

- 5.3.5.4. Ensure rent, utilities and associated fees are paid on-time, on a monthly basis. Assure all individuals in the program receive a housing subsidy that pays for 70% of the cost for rent/utilities. Individuals contribute 30% of their income to rent/utilities as a cost of care.
- 5.3.6. The Contractor must provide ongoing advocacy, support, and coordination as well as linkages to additional community-based treatment and support services needed to assist clients maintain their housing.
- 5.3.7. The Contractor must identify and contract with an inspection company or inspector to ensure the Housing First Program's inspection process follows all the required steps mandated by BHA and the County, including initial inspections of all included units when the available housing is identified. The Housing Advocate will also ensure inspections are completed annually; 120 days before the participant's anniversary date of the lease. Housing inspections are completed to provide information on defects that are unsafe in the home. If defects are found in the home, it is the responsibility of the Contractor to coordinate with the landlord to complete repairs. A follow-up inspection must be completed within 30 days of repairs. The results of the housing inspection will be documented in the participant's file.
- 5.3.8. The Housing Advocate must notify the County if housing inspectors are non-responsive after 10 business days of the request. Specifically, the inspections will ensure that all housing units included in the Housing First Program are:
 - 5.3.8.1. Inspected prior to the resident moving in.
 - 5.3.8.2. Ensured to meet the minimum housing quality standards, identified in the [HUD Housing Choice Voucher Inspection Form](#).
 - 5.3.8.3. Inspected annually thereafter, using the [HUD Housing Choice Voucher Inspection Form](#).
- 5.3.9. The Contractor must serve a total of 24 qualifying individuals at any given time. The Contractor will be responsible for maintaining the total of 24 qualifying individuals which will be selected from a pool of eligible participants (referenced in 5.3.1). The Individuals being served under the current Contract (MH327-HFMC-3-PEP with BEHAVIORAL HEALTH SYSTEM BALTIMORE, INC.) will be retained for this follow-on Contract. It will be the responsibility of the new Contractor to coordinate the transfer of clients. The County will provide an introduction between the awarded Contractor and Behavioral Health System Baltimore, INC to facilitate the transfer upon contract award.
- 5.3.10. The Contractor must facilitate representative payee services for clients who are either required to have a representative payee by the Social

Security Administration or are identified and or choose to receive these services through this project.

- 5.3.11. The Contractor must assist individuals with housing expenses. Eligible expenses include initial housing expenses up to \$3,000 including:
 - 5.3.11.1. Security deposit, first month rent, utilities, basic furniture, kitchen supplies, and basic household cleaning supplies.
 - 5.3.11.2. Ongoing rental subsidy to ensure housing affordability, using BHA [Determination of Rent Reasonableness](#) form and [Rent Calculation Worksheet](#).
- 5.3.12. The Contractor must adhere to the BHA's guidance regarding the eligible use of funds and restrictions on use of funds:
 - 5.3.12.1. Funding may only be used for approved services and any changes to the use of funding must be approved in advance by the LBHA and BHA. If individual needs more than \$3,000, the Contractor must contact the LBHA for approval.
 - 5.3.12.2. Funding may be used to provide for:
 - 5.3.12.2.1. Rental Subsidy
 - 5.3.12.2.2. Utilities
 - 5.3.12.2.3. Security deposits (initial deposit only not to exceed more than first and last month's rent; an individual may access funds one additional time if move is prompted by a safety issue not because of client's fault)
 - 5.3.12.2.4. Application Fees (\$50, no more than 2 per person)
 - 5.3.12.2.5. Housing Inspections
- 5.3.13. Restrictions on Use of Funds:
 - 5.3.13.1. These funds may not be used for gift cards or cash payments directly to individuals.
 - 5.3.13.2. The dollars may not supplant existing current service fundings that are reimbursable through other state or federal funding including but not limited to the Administrative Service Organization, Public Behavioral Health System or other sources for services or resources for the identified individuals.
 - 5.3.13.3. No indirect cost to the provider or Core Service Agency/LBHA.
 - 5.3.13.4. Rental Subsidies may not be used on already subsidized units or locations where MDH has funded through other federal or state grant programs.
 - 5.3.13.5. The funds may not support rental units with leases with any language that requires any individual to participate in treatment.
 - 5.3.13.6. The funds may not be used for administrative and program staffing patterns.

- 5.3.14. The Contractor must adhere to Housing First practices in serving individuals experiencing homelessness and technical assistance provided by the Montgomery County LBHA.
- 5.3.15. The Contractor must report any Critical Incidents that occur in the Housing First program within 24 hours to the Montgomery County LBHA using its Incident Report Form.
- 5.3.16. The Contractor must report any staff changes and/or vacancies to the Montgomery County LBHA's Program Monitor within one (1) week.
- 5.3.17. The Contractor must participate in annual site visits and on an as-needed basis.
- 5.3.18. The Contractor must participate in and/or conduct program-wide regular and ongoing trainings relevant to supporting individuals living with behavioral health disorders (i.e. Mental Health First Aid, Trauma-Informed Care, motivational interviewing, de-escalation, crisis intervention, peer support training).
- 5.3.19. The Contractor must develop a standard practice for sharing information about the 988 Helpline as a 24/7, free resource with participants in the program. Standard practices can include but are not limited to posting flyers and providing information at initial intake and/or discharge, etc. The Contractor can use www.988Helpline.org to receive resources.
- 5.3.20. The Contractor must employ, or retain through contract, a core of professional staff to provide services to clients referred and or identified to be in need under this Contract. All professional staff must have training and experience in understanding the clinical, situational, and housing needs of the individuals served, and a strong working knowledge of the Federal, State, and County systems, requirements, and resources available to assist and monitor the needs of clients in need of housing services. The Contractor may employ additional staff as needed. The program's core staff must include, at a minimum, 2 Full Time Housing Advocates.
- 5.3.21. The Contractor must adhere to following roles and responsibilities:
 - 5.3.21.1. Maintain files on every participant to include but not limited to intake forms, [rent calculation worksheets](#), [rent reasonableness](#), housing inspections and documentation of income.
 - 5.3.21.2. Ensure individuals receiving housing assistance apply for other housing rental subsidies such as but not limited to Housing Choice Voucher/Section 8. Proof of application will be maintained in individuals' files.
 - 5.3.21.3. Contractor will work with local SOAR Specialists as needed to ensure eligible individuals apply for and receive SSI/SSDI benefits.

- 5.3.21.4. Contractor will ensure individuals have applied for all mainstream benefits a participant is eligible for.
- 5.3.21.5. Work with the LBHA on the implementation of the grants' funds.
- 5.3.21.6. Participate in meetings as requested by local jurisdiction.
- 5.3.21.7. Meet any other requirements established by MDH in regulation or statute.
- 5.3.21.8. Provide program and fiscal data reports to the local jurisdictions as identified within the Statement of Work.
- 5.3.22. The Contractor and/or their subcontractors must comply with the DHHS Background Clearance policy requirements for staff, subcontractors and volunteers serving clients (please see link below for policy)
<http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
- 5.3.23. Behavioral Health and Crisis Services in DHHS has adopted the National Standards for Culturally and Linguistically Appropriate Service in Health and Health Care (CLAS). CLAS standards are a comprehensive series of Guidelines that inform, guide, and facilitate practices related to culturally and linguistically appropriate health services. The Contractor and its subcontractors must adhere to CLAS in the provision of services under this Contract. For more information about CLAS, please go to:
<https://thinkculturalhealth.hhs.gov/>
- 5.3.24. The Contractor and its subcontractors must comply with all Federal, State, and local laws and regulations governing privacy and the protection of health information, including but not limited to, the Health Insurance Portability and Accountability Act. The Contractor must also sign a Business Associate Agreement (Attachment D) with the County prior to execution of this Contract and must comply with the provisions in the attached Business Associate Agreement.

5.4. CONTRACTOR'S QUALIFICATIONS

- 5.4.1. The Contractor's staff must include at least 2 Housing Advocates.
- 5.4.2. Housing Advocates must possess, at a minimum,
 - 5.4.2.1. A bachelor's degree in a human service or related field, and have
 - 5.4.2.2. At least one year of experience providing services to the persons living with mental illness and/or co-occurring substance use disorders and homeless or at-risk of homelessness, or forensic state hospital discharges.
 - 5.4.2.3. Five years' work experience working with persons with severe mental illness and/or substance use disorder can be substituted for a BA degree.

5.4.3. Contractor may identify additional staff needed to support this program.

5.4.4. Contractor may replace staff as needed as long as replacement staff meets the minimum requirements and has notified the County in writing of the replacement.

5.4.5. The Contractor should have a minimum of three (3) years' experience working with individuals living with behavioral health conditions providing services such as behavioral health treatment, psychiatric rehabilitation, supported employment services, housing assistance, residential care, case management, and/or other supportive services.

5.4.6. The Contractor must also have successful experience in operating and coordinating supportive services for homeless individuals, specifically outreach services. In addition, the Contractor must demonstrate its capacity to perform the administrative, managerial, operational and supportive service functions to oversee the work necessary to successfully administer this program.

5.5. CONTRACTOR'S RESPONSIBILITY

5.5.1. The Contractor must enter into a Homeless Management Information System (HMIS) Participation Agreement with the County which will be provided by the County and use the HMIS system to enter contact and service data in the local HMIS for all individuals referred and served.

5.5.2. The Contractor must provide an office site in Montgomery County to provide workspace for staff and to accommodate client visits.

5.5.3. The Contractor will be responsible for the provision of all services as stated in this RFP, and for ensuring the quality and timeliness for all services under the contract resulting from this Solicitation.

5.5.4. The Contractor will be responsible for operating, coordinating supportive and outreach for homeless individuals. The Contractor will be responsible for performing the administrative, managerial, operational and supportive service functions to oversee all the work necessary for the Housing First Program.

5.6. COUNTY'S RESPONSIBILITY

5.6.1. The County will provide training to the Contractor's staff in the HMIS data requirements and user support for HMIS quality assurance.

5.6.2. The County may make periodic visits to the Contractor's office and will make site visits to monitor the provision of services, inspect the facility, examine client records, and make recommendations about the operation of the Program. The County will notify the Contractor prior to scheduling periodic site visits.

5.7. PERFORMANCE MEASURES

5.7.1. The Contractor must provide the satisfaction survey to all clients. At least 80% of Clients surveyed will respond "very satisfied" or "satisfied" to customer satisfaction surveys administered by the Contractor to Clients that includes the following:

How would you rate your recent experience with this organization and its staffing in each of the following areas?

| | Very Satisfied | Satisfied | Not Satisfied | Very Unsatisfied | Don't Know /Not applicable |
|-------------------------------|----------------|-----------|---------------|------------------|----------------------------|
| Responsiveness/ Timeliness | | | | | |
| Courtesy/Respect | | | | | |
| Overall Experience | | | | | |

5.7.2. In addition to the requirements indicated in section 5.7.1-5.7.2 above, the Contractor must meet the following benchmarks:

| Performance Measure | Benchmark for Award Period |
|-------------------------------|-------------------------------------|
| # individuals served - adults | 24 individuals |
| Site Visit | |
| Performance Measure | Benchmark for Award Period |
| Annual Site visit completed | One (1) site visit per fiscal year. |

| Performance Measure | Benchmark for Award Period |
|--|--|
| Montgomery County LBHA will conduct a site visit by the end of the fiscal year of the vendor administering the rental assistance funds in their jurisdiction. | Site visits include a review of files to determine whether the vendor is serving the population specified in the Scope of Services Section 1. A above, and the program is being implemented according to conditions specified. |
| Housing Inspection | |
| Performance Measure | Benchmark for Award Period |
| <p>Number of Inspections completed</p> <p>Housing units are inspected prior to the resident moving in, ensuring the unit meets the minimum housing quality standards, and they are inspected annually thereafter, using the HUD Housing Choice Voucher Inspection Form.</p> | A minimum of 24 pre-move in Housing Inspections will be completed. |
| Rental Subsidy | |
| Performance Measure | Benchmark for Award Period |
| <p>Rental Subsidies and cost of care</p> <p>Assure that each individual receiving rental assistance contributes at least 30% of their income towards the rent/utilities and that the vendor/s administering the rental assistance funds maintains a file on each consumer in the program with documentation of the following:</p> <ul style="list-style-type: none"> a. Intake Form b. Rent Calculation worksheet (must be completed annually) c. Rent Reasonableness d. Housing Inspections e. Documentation of Income | 100% |
| Representative Payee service | |
| Performance Measure | Benchmark for Award Period |
| Representative payee services offered to consumers when required. | Representative payee services will be offered to 100% of individuals required to have one. |

| Performance Measure | Benchmark for Award Period |
|---|----------------------------|
| Assure that representative payee services are provided to those consumers awarded Social Security Disability cash benefits who are required to have a representative payee by the Social Security Administration. | |

5.8. RECORDS & REPORTS

5.8.1. The Contractor must submit a monthly report of services provided per the Contract. The report, which provides support documentation for Performance Measures, must be submitted in a format approved in writing by the County. The reports must include, but not be limited to, caseload statistics that include activities of each service including the following:

- 5.8.1.1. Total number of clients housed with subsidy.
- 5.8.1.2. Total number of unduplicated clients housed with subsidy.
- 5.8.1.3. Number of initial inspections completed during the quarter.
- 5.8.1.4. Number of reinspection's completed during the quarter.
- 5.8.1.5. Number of annual inspections completed during the quarter.
- 5.8.1.6. Number of critical incidents reported to LBHA.
- 5.8.1.7. Narrative Report: Briefly summarize any successes, challenges, highlights, and learning opportunities of your program, particularly those related to achieving program outcomes and addressing vacancies. Examples could include success stories, policy and procedure changes, data collection/analysis improvements, etc.
- 5.8.1.8. Client Information:
 - 5.8.1.8.1. Initials of residents
 - 5.8.1.8.2. Move in date
 - 5.8.1.8.3. Referral source (State hospital, RRP, Outreach, not individual person)
 - 5.8.1.8.4. Financial Status
 - 5.8.1.8.4.1. Representative Payee (Y/N) with No implying they are their own representative payee
 - 5.8.1.8.4.2. Type of income (Employment, Disability/Retirement)
 - 5.8.1.8.5. Support services (Provider and type)
 - 5.8.1.8.6. Which mental health services is each resident connected to? (Outpatient Mental Health Clinic, Assertive Community Treatment/ Mobile Treatment Services, Psychiatric Rehabilitation Program, Targeted Case Management, etc.)
 - 5.8.1.8.7. Is the resident connected to somatic health services? (PCP, specialist, etc.)

- 5.8.1.8.8. Is the resident employed or connected to employment services? (SEP, employed, retired, etc.)
- 5.8.1.8.9. Outcomes (post move-in):
 - 5.8.1.8.9.1. days hospitalized (identify if Somatic and/or Psychiatric)
 - 5.8.1.8.9.2. # days incarcerated (arrest, jail, prison, etc.)
 - 5.8.1.8.9.3. % of individuals linked to PBHS services
 - 5.8.1.8.9.4. % of individuals with health insurance
 - 5.8.1.8.9.5. # of individuals on other housing subsidy waitlists
 - 5.8.1.8.9.6. Move-Out Date
 - 5.8.1.8.9.7. Move-Out Reason
 - 5.8.1.8.9.8. Disposition: Referred to who, what, where - housing and level of care service status

5.8.2. The Contractor must also complete the BHA's Universal Reporting Form (URF) quarterly (every three months following the Contract's date of inception) and relay this report to the County by the 15th of the month following the close of each quarter. Monthly programmatic reports are due to the LBHA by the 15th of the following month for activities conducted in the prior month. Contractor must note that BHA reserves the right to change the reporting frequency and format and will notify the LBHA no later than 60 days before the close of the quarter for the subsequent reporting period.

5.8.3. As indicated in the Scope of Services, Section 5.5.2, the Contractor must enter contact and service data in the local HMIS database for all individuals referred and served.

5.8.4. Invoices. The Contractor must submit monthly invoices with required documentation by the 15th of the month for services provided in the prior month. The Contractor's invoices must show the following categories of expenditures: approved budgeted amounts, prior month year-to-date expenses, current month expenses, year-to-date expenses, and amount remaining. Invoices must follow the County-approved format and address the categories of expenditures by each line item delineated in the County-approved Contract budget. Upon receipt, acceptance, and approval of the Contractor's invoice, the County will make payment, net 30 days, for expenses incurred by the Contractor in providing the goods and services. All required reports and other supporting documentation must be submitted before the Contractor's monthly invoice can be approved. Invoices must be sent to the Contract Monitor designated by the County.

6. SECTION C - PERFORMANCE PERIOD

6.1. Term

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work