

5. SECTION B - SCOPE OF SERVICES:**5.1 BACKGROUND**

- A. The Montgomery County, Maryland (County) Department of Health and Human Services' (DHHS) Services to End and Prevent Homelessness (SEPH) team seeks to end and prevent homelessness by developing a coordinated crisis response system that focuses on permanent and stable housing. The mission of SEPH is to have a systematic response in place that ensures homelessness is prevented whenever possible or is otherwise a rare, brief, and one-time-only experience.
- B. The Housing First Program provides immediate access to housing in the form of rapid re-housing, which provides time-limited rental assistance and supportive services without preconditions such as sobriety, medication compliance, income, and/or participation in behavioral health treatment. Information on rapid re-housing models can be found at the National Alliance to End Homelessness website: <https://endhomelessness.org/ending-homelessness/solutions/rapid-re-housing>

5.2 INTENT

- A. The DHHS is seeking an experienced and capable entity to provide rapid re-housing services to young families, aged 18 to 25, with minor children, by offering time-limited rental assistance and support services.
- B. The County intends to award one (1) contract under this Request for Proposals (RFP). The total estimated annual compensation for the contract resulting from this solicitation is \$632,328. 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, the State and County's appropriation and encumbrance of funding for the program described in this solicitation.
- C. 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. These expanded services may be added during negotiations or added via an amendment to the Contract.

5.3 SCOPE OF SERVICES

- A. The Offeror who is awarded a contract as a result of this RFP, herein after referred to as the 'Contractor' must provide a housing first Rapid Re-Housing Program (RRH), which includes rent, move-in assistance, case management, financial counseling, credit repairs, and employment services to young families, aged 18 to 25, with minor children (households) who are at risk of homelessness or are experiencing homelessness. Households must meet the United States Department of Housing and Urban Development's (HUD) definition of homelessness, defined as a household that lacks a fixed, regular, and adequate nighttime residence as evidenced by one of the following:
 - i. Household's primary nighttime residence is not designed or ordinarily used as a regular sleeping accommodation (car, park, abandoned building, bus or train station, airport, camping ground).
 - ii. Household is living in a supervised publicly or privately operated temporary shelter (congregate shelters, hotel/motel paid for by charitable or government programs).
 - iii. Household is exiting an institution where residence was for less than, or equal to, 90 days and who lived in an emergency shelter or place not meant for human habitation immediately before entering the institution.
 - iv. Household fleeing or attempting to flee domestic violence has no other residence and lacks the resources or support networks to obtain other permanent housing.

- v. Household does not have resources or support networks to resolve homelessness without assistance.
 - vi. Households must score a required acceptable range for a rapid re-housing intervention on the Vulnerability Index- Service Prioritization and Decision Assessment Tool (VI-SPDAT)..
- B. The Contractor must serve forty-five (45) households per contract term, with the expectation that some will successfully exit after three or six months. A minimum of 30 households will be referred by the County's Continuum of Care's (CoC) Coordinated Entry System (CES).
- C. The Contractor must accept all referrals from the CES. The Contractor must interview and accept eligible households within five (5) business days of initial referral from CES. The Contractor must accept direct referrals from the County into the program if space is available. The County's direct placement may take precedence over those on the housing vulnerability list, maintained by the CoC. It is at the County's discretion whether direct placement takes precedence.
- D. The Contractor must enter a Homeless Management Information System (HMIS) participation agreement with the County and use the HMIS system as an electronic record for developing case plans, progress notes, and service transactions. These electronic records are to be maintained, in addition to hard copies, which are to be stored in a locked cabinet within a locked office at the facility.
- E. The Contractor must comply with habitability standards and the most recent approved final Fair Market Rate (FMR) for the Washington DC metropolitan areas as determined and set by the HUD, which can be found at: <https://www.huduser.gov/portal/datasets/fmr.html>.
- F. The Contractor must provide the following RRH rent and move-in assistance:
- i. Interview and accept eligible households within 5 business days of initial referral from the CES. After acceptance, the Contractor must work collaboratively with the household to locate and secure housing within 30 days of acceptance.
 - ii. Develop a comprehensive Individual Housing Plan (IHP) with each household to include the following:
 - a. Household strengths, challenges, and goals;
 - b. Household barrier(s) that need to be addressed to obtain and main permanent housing, including specific time frames;
 - c. Obtaining and maintaining benefits that the household qualifies for, such as the Supplemental Nutritional Assistance Program (SNAP), utility assistance, medical insurance, etc.;
 - d. Information and referral to government and/or non-profit programs;
 - e. Referrals for childcare, medical care, behavioral health program, and other services as needed; and
 - f. One in-person, one-on-one, visit to each household per month.
 - iii. Provide, at a minimum, three (3) months of rental subsidy and rapid re-housing services to households to obtain and maintain a rental lease. The Contractor must perform rent eligibility determinations every three (3) months. Rental subsidy payments must not exceed a maximum of 24 months. The rental subsidy payments must decrease as the household's income increases and must not be renewed when the household's income exceeds their rent obligation and is sufficient to maintain permanent housing. The Contractor must work collaboratively with each household to develop an individualized plan for unit affordability, rental assistance, and support.
 - iv. Ensure that each household signs the lease for the unit directly with the landlord. Households must pay their portion of the rent directly to the landlord. The Contractor must pay the difference between the total rent and the household's portion (as determined in the IHP) directly to the landlord. The Contractor must use funds under the contract resulting from this solicitation to provide, but not limited to, the following:

- a. First month's rent;
 - b. Security deposit;
 - c. Rent subsidies lasting up to 24 months;
 - d. Utility assistance, if a barrier to obtaining housing;
 - e. Application fees; and
 - f. Furniture.
- v. Housing stabilization services to households, which includes the following:
- a. Case management to provide services related to meeting the housing needs of households, such as budgeting and community referrals;
 - b. Employment and job retention support and other support services to help households maintain stable housing, including tenant counseling and budget counseling;
 - c. Entitlement assistance;
 - d. Outreach to landlord/property owners; and
 - e. Landlord/tenant mediation.
- vi. Leverage community resources to provide basic furnishings, as needed, for each household, i.e., beds, couches, dishes, cookware, etc.
- vii. Update the VI-SPDAT in the HMIS within 5 business day of the household obtaining permanent housing. Completing or updating the Acuity Scale in HMIS within 15 days of the household obtaining permanent housing (if not completed within the past 60 days), and update the Acuity Scale every six (6) months and/or at the closing of the case.
- G. The Contactor must employ a Case Manager to deliver trauma-informed case management services, which includes clinical support, household assessments, and the creation of service plans aimed at maintaining housing. This includes developing household management skills, managing rent payments, ensuring clean and sanitary living conditions, and addressing the household's behavioral, physical, and spiritual goals. The Case Manager must possess the following minimum qualifications:
- i. Bachelor's degree in social science or human service field;
 - ii. At least two years of experience providing clinical or case management services to the homeless or to people earning low income, a population with mental health, substance abuse, or co-occurring disorders, or a population needing assistance with employment and vocational literacy; and
 - iii. Knowledge and experience of DHHS' CoC network or providers to make the necessary referrals.
- H. The Contractor must employ a Program Director and/or Manager ('Director') to supervise the operation and Case Manager. The Director must possess the following minimum qualifications:
- i. Master's degree in human services, social work, or related field;
 - ii. Two years of experience supervising direct care staff and at least two years of experience in providing services to households using trauma-informed care to assist households with obtaining and maintaining permanent housing.
- I. The Contractor must develop a case record for each client within a household for this program in HMIS. Case records must be kept in a locked cabinet within a locked office and accessible only by the Director and designated staff. The Contractor must document eligible entitlements and include documentation of each application, acceptance, denial, or refusal to apply for such entitlements in each household's file.
- J. The Contractor must train staff in the use of HMIS within 30 days of the executed contract. The Contractor must enter all clients' demographic information into HMIS within twenty-four (24) hours of acceptance into the program. When the household is permanently housed, the Contractor must update the household's information in HMIS Shelter Point within twenty-four (24) hours.

- K. The Contractor's Case Manager must enter HMIS service transactions for each contact and interaction with the household, with a note documenting the need for contact within 72 hours.
- L. The Contractor, or in conjunction with other homeless service providers, must train or obtain training for all staff and volunteers who provide rapid re-housing through the County's Center for Continuous Learning Courses. This training must be implemented into everyday practice and provided for all new staff, and annually for existing staff in the following areas, at a minimum:
- i. Behavioral health issues, i.e., substance use, stages of change, and harm reduction
 - ii. Critical time intervention techniques
 - iii. De-escalation and crisis intervention
 - iv. Financial literacy
 - v. Health and safety information
 - vi. Housing First
 - vii. Implicit Bias
 - viii. Landlord tenant issues (e.g., how to read and understand a lease)
 - ix. Motivational interviewing
 - x. Person-Centered Case Management
 - xi. Racial Equity
 - xii. Trauma Informed Care

Information on County provided training can be found on the County's website:

<https://www.montgomerycountymd.gov/HR/CareerDevelopment/TrainingPrograms.html#tab2>

- M. The Contractor must develop a Policy and Procedure Manual, subject to County approval, within 30 days of execution of the Contract to include, but not limited to, the following:
1. Organizational Structure: Description of the Contractor's organization, including policies and procedures for the provision of services with the County and community resources; and an organizational chart pertaining to the management and operation of the program described in this solicitation, showing the relationship among the functions of all program staff and administrators.
 2. Eligibility and Redetermination:
 - i. Households with no income must sign and submit the Montgomery County Services to End and Prevent Homelessness Self-Declaration form provided by the County;
 - ii. Method of calculation of the rental amount to be paid by the household;
 - iii. Re-assessment of household income, expenses, and service needs must occur at least every three months after receiving initial services, including re-calculation of the household rent portion. If there is a need for additional subsidy, a calculation for up to a maximum of 24 months must be determined.
 - iv. Assessing emergency housing stabilization and utility assistance to prevent eviction or discontinued utility services.
 3. Termination of Subsidy and Supportive Services: All terminations must be approved by the County, and the policy on terminations must adhere to the landlord/tenant laws and regulations in the County. In cases where the household is being evicted for lease violation(s), the Contractor must work within the County's landlord and tenant laws and regulations to assist the household in securing alternative housing.
 4. Confidentiality, Grievance, and Appeal Process: Ensuring household confidentiality, maintaining necessary information releases, and documenting household rights and responsibilities. Must also develop a grievance and appeal procedure for addressing concerns the household may have with the Contractor's provision of this program.

- N. The Contractor must develop and submit to the County contract monitor, within 30 days of the contract resulting from this RFP, a policy and procedure to verify compliance with the HUD's definition of chronically homeless as well as the HUD income and program guidelines for vulnerable homeless households. The Contractor, however, must not deny housing based on a household's lack of income. Additionally, the Contractor must utilize documentation from HMIS to verify eligibility for services based on these HUD guidelines.
- O. The Contractor must develop and implement procedures for referring school-age children to a school-based program and coordinate transportation, if necessary.
- P. The Contractor must receive County approval prior to transferring a household to an alternate housing program to ensure the household maintains permanent housing. If, after re-assessment, the household has documented a need for ongoing support, i.e. disability, the transfer request must include a detailed explanation of why the alternative permanent housing is required, which must include an updated VI-SPDAT in the HMIS, Acuity Scale, and any documentation supporting the transfer request.
- Q. The Contractor must enter into an annual HMIS Participation Agreement provided by the County. This Agreement delineates the responsibilities of the County and Contractor in operating the HMIS.
- R. The Contractor must comply with the CoC's written standards, which may be updated annually. Compliance with the written standards includes adherence to housing first practices and other best practices specified. Any updates to the written standards will be dispersed to CoC providers and posted on the website below.
<https://www.montgomerycountymd.gov/homelessness/ich.html>
- S. The Contractor 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 (HIPAA). The Contractor must also sign a Business Associate Agreement (BAA) with the County prior to execution of the Contract and must comply with the provisions in the attached BAA (Attachment D).
- T. The Contractor must use Household Authorization or Notice of Privacy Practices (NOPP) forms and/or other HMIS-related forms that are provided by the County for sharing household information with other providers using the HMIS and to inform the household that their information is being placed into an electronic record in the HMIS.
- U. The Contractor must comply with the U.S. Department of Health and Human Services Office of Minority Health National Standards for Culturally and Linguistically Appropriate Services (CLAS), which can be found at:
<https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
- V. The Contractor must have an established Continuity of Operations (COOP) Plan. This plan must ensure the continued performance of essential functions during a wide range of potential emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies. Additionally, if the Contractor's operations involve the use of any County facilities, the Contractor must also maintain a COOP plan specifically tailored to these sites, along with a comprehensive Facility Emergency Plan. These plans must outline procedures for maintaining service continuity and ensuring the safety and security of personnel and households during emergencies. The Contractor must submit these plans to the County designated Contract Monitor for review and approval within 60 days of Contract execution and update the plans annually or as significant changes occur.

- W. The Contractor must comply with the Department of Health and Human Services Background Clearance Policy requirements for staff as stated in the link listed below. At a minimum, any and all staff and volunteers having unsupervised contact with a vulnerable population, including children and/or the elderly, must be appropriately screened prior to providing services under this Contract. The Contractor must check the link for updates to the policy. The Background Check Policy is located here:
<http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
- X. To support the County's initiative to build community trust, the Contractor must adhere to the following:
- i. The Contractor must not request information about or otherwise investigate of the citizenship or immigration status of any person unless such inquiry or investigation is required by court order.
 - ii. The Contractor must not coerce, intimidate, or threaten any person based on the person's actual or perceived citizenship or immigration status or the actual or perceived citizenship or immigration status of a member of the person's family or any other associate of the individual.
 - iii. The Contractor must not subject an individual to verbal abuse, including disparaging or offensive comments, based on the individual's actual or perceived immigration status, or the actual or perceived immigration status of a member of the individual's family or any associate of the individual.
 - iv. The Contractor must not condition the provision of County benefits, opportunities, or services on matters related to citizenship or immigration status unless required to do so by state or federal law, or court order.
 - v. Where presentation of a Maryland driver's license or identification card is accepted adequate evidence of identity, the Contractor must accept presentation of a photo identity document issued by the person's country of origin, such as a driver's license, passport, or matricula consular (consulate-issued document), or by a pre-approved non-profit organization and must not subject the person to a higher level of scrutiny or different treatment than if the person had provided a Maryland driver's license or identification card, except that this paragraph (v.) shall not apply to the completion of the federally mandated I-9 forms

5.4 RECORDS AND REPORTS

- A. The Contractor's Case Manager, or designated HMIS system administrator, is responsible for generating monthly HMIS reports. The Contractor must ensure that HMIS data are accurate and conform to the County and the HUD requirements. HMIS reports must be submitted by the 15th of each month. The reports must include, but not be limited to, the following:
- i. Client's Names Within Each Household
 - ii. Unit Size
 - iii. Move In Date
 - iv. New or Recurring Household
 - v. Household Rent Total Cost
 - vi. Utility Cost (Included in rent. If not, utility payment must be verified by Case Manager.)
 - vii. Rent Subsidy Paid by Contractor
 - viii. Rent Paid by Tenant
 - ix. Total Rent Paid
- B. The Contractor must submit a monthly progress report, along with the monthly invoice in a format approved by the County, on household IHPs that must include, but is not limited to, the following:
- i. Changes in household income
 - ii. Challenges and strengths related to housing stability, i.e., payment of rent and utilities, conditions of unit and being a good neighbor.

- C. The Contractor must provide the County with bi-annual reports, accompanying the six-month and year-end invoices. The bi-annual reports must include a summary of performance measures and outcomes, at a minimum.

5.5 INVOICES

- A. The Contractor must submit monthly invoices and supporting documentation in a format approved by the County, no later than 15 days following the end of each month. Upon receipt, acceptance, and approval of the Contractor's invoice, the County will make payment within 30 calendar days for expenses incurred by the Contractor in providing the goods and services described in this Contract. All required reports and other supporting documentation must be submitted with the Contractor's monthly invoice. Invoices must be sent to the contract monitor designated by the County.

5.6 PERFORMANCE MEASURES AND OUTCOMES

- A. The Contractor must develop and implement a County-approved mechanism to measure the progress toward meeting the criteria below and assess the quality of services provided:
 - i. Household Stability
 - a) 100% of households referred by CES will be accepted within 5 business days from the date of referral;
 - b) 100% of households referred to CES will obtain permanent housing within 30 days of acceptance to the program;
 - c) 50% of the households will increase income;
 - d) 75% will exit to permanent housing; and,
 - e) Less than 8% will return to homelessness within 24 months.
- B. The Contractor must conduct an annual satisfaction survey of households in a format approved by the County. Upon County request, the Contractor must provide documentation that surveys have been sent to all households. The survey must ask each household to rate their recent experience with the program in the following areas, at a minimum:
 - i. Overall satisfaction with the program;
 - ii. Changes in quality of life while residing in the RRH; and
 - iii. Satisfaction with customer service provided by program staff.

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 the Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a one (1) year period. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term two (2) times for up to one (1) year each.

6.2 PRICE ADJUSTMENTS

6.2.1 Prices are fixed for the first term of this Contract. For any renewal term of this Contract, a price increase may be allowed as follows: