



TN

Department of  
**Mental Health &  
Substance Abuse Services**

# Announcement of Funding

Residential Re-Entry Housing Program

Tennessee Department of Mental Health & Substance Abuse Services  
Division of **Mental Health Services**

Completed Proposals Due: **October 1<sup>st</sup>, 2024**



# Introduction

The Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS), Division of Mental Health Services (The "State"), is requesting proposals from TDMHSAS Licensed Community Mental Health Providers to establish and provide long-term quality housing with enhanced-level supportive residential services **for Tennesseans experiencing Severe and Persistent Mental Illness (SPMI) who re-enter the community from custody of the Tennessee Department of Correction (TDOC), incarceration in county jails, or are justice involved. Facilities providing Residential Re-entry Housing Program (RRHP) services will be required to be licensed by TDMHSAS as Mental Health Adult Supportive Residential Facilities.** Adult Supportive Residential facilities are mental health residential programs that provide twenty-four (24) hours residential care with a treatment and rehabilitation component less intensive than what is required in a Residential Treatment Facility. Coordinated and structured services are provided for adult service recipients that include personal care services, training in community living skills, vocational skills, and/or socialization. Access to medical services, social services, and mental health services are ensured and are usually provided off-site, although limited mental health treatment and rehabilitation may be provided on site. The target population will be identified in cooperation with the local judicial system, local jails, TDOC, and the TDMHSAS Criminal Justice Liaisons (CJLs). Placement in the facilities could be an alternative to the jail sentence and/or a condition of their release. There will be regular communication between the legal and treatment systems. Program services will focus on enhancing the resiliency, recovery, and independence for service recipients to support efforts to achieve their person-centered goals. The RRHP will, through collaboration with partnering Licensed Community Mental Health Providers, local judicial systems, TDOC, & CJLs, create a pathway for service recipients to thrive in their communities. *Proposing entities are advised that the RRHP program is an Adult Supportive Residential Housing program and not a correctional facility. All sites funded by the RRHP grant are to be considered residential settings and therefore not locked facilities.*

## **Program Goals and Objectives**

The goal of RRHP is to provide quality, safe, and affordable long-term supportive housing for Tennesseans experiencing Severe and Persistent Mental Illness (SPMI) who are re-entering the community from incarceration who would otherwise not be able to successfully live in the community due to the lack of available housing with the capacity to meet their specific needs. With this grant funding opportunity, **With this Announcement of Funding, TDMHSAS intends to establish grant contracts with eligible entities to establish a total of three (3) licensed residential facilities: (two (2) within the Middle TN Grand Division and one (1) within the West TN Grand Division) with enhanced support services, each with an 18-bed capacity.**

This grant intends to:

- Provide grant funding for development, **new** construction, acquisition, rehabilitation, and/or conversion of infrastructure to create **new** long-term enhanced supportive housing facilities

for Tennesseans experiencing Severe and Persistent Mental Illness (SPMI) who re-enter the community from custody of the Tennessee Department of Correction (TDOC), incarceration in county jails, or are justice involved; and

- Provide grant funding to support ongoing operational costs (i.e., utility costs, property maintenance) for **newly** created long-term enhanced supportive housing facilities for Tennesseans experiencing Severe and Persistent Mental Illness (SPMI) who re-enter the community from custody of the Tennessee Department of Correction (TDOC), incarceration in county jails, or are justice involved; and
- Provide grant funding toward operational costs for enhanced support services (i.e., professional fees, staffing, services) to benefit residents of **newly** developed safe, quality, and affordable long-term enhanced supportive housing for Tennesseans experiencing Severe and Persistent Mental Illness (SPMI) who re-enter the community from custody of the Tennessee Department of Correction (TDOC), incarceration in county jails, or are justice involved.

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# GENERAL CONDITIONS

## 1.1. *Funding Information*

**1.1.1 Project Period:** With this grant funding opportunity, TDMHSAS intends to establish grant contracts with eligible entities to establish a total of three (3) residential facilities: (two (2) within the Middle TN Grand Division and one (1) within the West TN Grand Division) with enhanced support services, each with an 18-bed capacity. Funding term for infrastructure costs for selected proposals will be March 1<sup>st</sup>, 2025 through June 30<sup>th</sup>, 2026. Funding for infrastructure costs is one-time only, therefore not recurring. With regard to funds for ongoing operational costs and/or support services: as funds are available and subject to provider performance, there may be additional Grant Contract periods for this service. Subject to the availability of funds, access to the funds for operations are expected to begin when infrastructural work is complete, and the facility is ready for occupancy. Funds for operations/support services are expected to be recurring, and future years of funding would follow the state fiscal year, July 1- June 30.

**1.1.2 Funding Amount:** State of Tennessee Cost Reimbursement Grant Contracts may be available to eligible proposers up to the amount of \$2,100,000.00 for 1-time only infrastructural costs for each 18-bed residential facility, and up to the amount of \$1,030,000.00 for recurring (annually) operational and support services costs for each 18-bed residential facility. Proposers should submit a total of two (2) separate budgets and corresponding budget justifications: 1 for 1-time only infrastructural costs, and 1 for operational/support services costs based upon a full year (12 months) of program implementation, for each year of contract service.

The first budget should reflect the funding needed to establish the RRHP facility/residence infrastructure to support up to 18 new RRHP beds to affect those who re-enter the community from prisons and jails or have been previously incarcerated. This budget should include all funds requested to support acquisition, rehabilitation, and/or new construction of facilities. For the purposes of this Announcement, infrastructural costs refer to funding needed for development, new construction, acquisition, rehabilitation, renovation, and/or conversion to create new housing options for the targeted population as identified in this Announcement. The maximum funds available for 1-time only infrastructural costs is estimated to be \$2,100,000.00 for each of the six 18-bed residential facilities. Please note that funding amounts may vary based

on proposal selection and submissions. The following budget line-items are not considered allowable use of funds for the infrastructure budget:

- Salaries, Benefits & Taxes (lines 1,2)
- Travel, Conferences & Meetings (lines 5, 6, 7, 8, 9, 10)
- Specific Assistance To Individuals (line 16)
- Depreciation (line 17)
- Other Non-Personnel (line 18)
- Indirect Cost (line 22)

The second budget should reflect the funding needed for operations and support services to be provided based on a full year of program services implementation. The maximum funds available for annual operations to support RRHP services is estimated to be \$1,030,000.00 for each of the three 18-bed residential facilities.

**1.1.3 Allocations:** Funding allocations will be awarded on the basis of how well a Proposer addresses guidelines and criteria of this Announcement. The actual amount available for a Grant Contract may vary depending on the number and quality of proposals received.

**1.1.4 Subject to Funds Availability:** Grant contracts awarded as a result of this announcement of funding are subject to the appropriation and availability of funds. In the event funds are not appropriated or otherwise unavailable, the State reserves the right to terminate Grant Contracts upon written notice to the Grantee.

**1.1.5. Grant Contract Requirements:** Grant contracts awarded as a result of this announcement of funding must comply with all contract requirements and will be subject to both programmatic and fiscal monitoring. Proposers should review the TDMHSAS Grantee Manual located on the Grants Management section of the department's website, located here. This manual includes resources about the grant contracting process, highlights key contract provisions, reviews the programmatic and fiscal requirements for grant contracts, outlines the department's monitoring process, and provides resources related to grant management. Any selected Grantee will be subject to monitoring by the Department as required by Department of General Services, Central Procurement Office Policy 2013-007 and state and federal regulation.

**1.1.6. Cost-Reimbursement Grant Contract:** This award will result in a grant, cost-reimbursement contract between the State and awarded Grantee. All invoices paid or payments made by the State are to be cost reimbursed; specifically, awarded Grantees must first pay for a given cost out-of-pocket first, and then the State reimburses the Grantee for such cost. Proposers are required to sign an attestation form acknowledging awareness that all invoices paid, or payments made by the State to awarded Grantees are to be cost reimbursed (Attachment C).

**1.1.7 Grant Note, Restrictive Covenant, and Property Deed:** To protect the State's interest in a property purchased and/or renovated using State funds provided through this grant, the following three (3) documents will be required from each awarded Grantee prior to requesting reimbursement for any funds under the grant:

- Grant Note indicating the amount of State funding involved, signed by an authorized agent of the Grantee and notarized, wherein the buyer acknowledges its obligation to assure the property is used to serve the specified service requirements, as described in the Proposed Scope of Services (Attachment F), for a specified Affordability Period; and
- Restrictive Covenant, signed by an authorized agent of Grantee and so notarized, and properly recorded in the appropriate county acknowledging the State's interest in the property, and to make the property available for service recipients for the duration of the Affordability Period; and
- A copy of the most recently filed property deed showing the property is owned by the Grantee (if new construction or renovation).

Grant Note and Restrictive Covenant documents for each awarded property will be provided to the grantee during the contract development period for signature and notarization. See Attachment G for a sample of the Grant Note and Restrictive Covenant documents.

In no case shall a grantee draw any funds from this grant prior to completion of the following:

- Signing a Grant Note with notarization; and

- Signing a Restrictive Covenant with notarization by both the Grantee and the State, and recorded with the Register of Deeds for the county of the property selected for funding; and
- Submittal of the original signed and notarized Grant Note; the original signed, notarized, and recorded Restrictive Covenant; and a copy of the most recently filed property deed to TDMHSAS.

The State’s interest in a funded Property will be assigned upon award but the affordability period is typically from 5 – 25 years, depending on the capital investment. For the purposes of this Announcement, the projected affordability periods and corresponding funding amount ranges are as follows:

|                       |                              |
|-----------------------|------------------------------|
| \$1 – \$100,000       | 5-year Affordability Period  |
| \$100,001 – \$200,000 | 10-year Affordability Period |
| \$200,001 – \$300,000 | 15-year Affordability Period |
| \$300,001+            | 20-year Affordability Period |

**1.1.8. Licensed Provider Requirements:** Residential facilities for the RRHP program must be licensed as a Mental Health Adult Supportive Residential facility by TDMHSAS or become licensed as a Mental Health Adult Supportive Residential facility by TDMHSAS within the first year of the affordability period. Minimum program requirements for these types of facilities are outlined in the Rules of the Tennessee Department of Mental Health and Substance Abuse Services, Chapter 0940-05-51, found here: <https://publications.tnsosfiles.com/rules/0940/0940-05/0940-05-51.20221201.pdf>. Additionally, Grantees must ensure compliance with the minimum requirements set forth in Chapters 0940-05-01 through 0940-05-06 of the Rules of the Tennessee Department of Mental Health and Substance Abuse Services, found here: [TDMHSAS Rules, Chapter 0940-05-51](#). More information about the TDMHSAS licensure process can be located on the Licensing section of the website <https://www.tn.gov/behavioral-health/licensing/become-a-licensed-provider.html>.

**1.1.9. Property Standard Requirements:** For any proposed project selected for grant award, one of the following is required:



- All contractors performing infrastructural work on TDMHSAS grant funded properties must be appropriately licensed for the type of work being performed; or
- Infrastructural work completed by contractors toward construction, renovation, rehabilitation, and/or conversion must be bonded and insured.

All housing infrastructure must meet all applicable local codes, rehabilitation standards, and zoning ordinances at the time of project completion.

Following project completion, all assisted properties must meet Housing Quality Standards throughout the compliance period.

*Building Permits.* The Grantee must ensure that building permits are pulled on all new construction and rehabilitation projects as required by the state or local jurisdiction, including mechanical, plumbing, and or electrical permits.

*Energy Code.* New construction projects must also meet the current edition of the International Energy Conservation Code.

*Inspections.* All rehabilitation or new construction work must be inspected by a licensed inspector based on the rules applicable for the local jurisdiction in which the units are located. Licensed inspectors are certified by the Tennessee Department of Commerce and Insurance – State Fire Marshal's Office.

If a building permit is issued by a local jurisdiction or the state, inspection by a state certified inspector of that jurisdiction is required.

If the work is exempted by the state or local code and a permit is not required, then documentation from state or local code officials must be provided confirming that exemption. If exempted, a qualified inspector may be used. A "qualified inspector" is defined as an individual with credentials appropriate for the type of work being performed, such as inspectors licensed by the State of Tennessee as Building, Mechanical, Plumbing, or Electrical Inspectors.

For an activity where the state or local code officials do not issue a building permit, a qualified inspector may include home inspectors as appropriate for the work

performed, including individuals certified as a housing inspector by a national organization such as the International Code Council, the National Fire Protection Association, or the Standard Building Code Congress. TDMHSAS may accept other qualifications on a case-by-case basis; however, TDMHSAS approval is required before the individual may perform inspections.

## 1.2. *Timelines*

The following schedule of events represents the State’s best estimate of the schedule that shall be followed. The State reserves the right in its sole discretion to adjust this schedule as it deems necessary. In the event such action is taken, notice of such action will be posted on the State’s website located [here](#) and notice of the posting will be distributed via the proposer e-mail list.

### **SCHEDULE OF EVENTS:**

|                                       |  |
|---------------------------------------|--|
| July 18 <sup>th</sup> , 2024          | TDMHSAS Releases Announcement.   |
| July 22-August 28 <sup>th</sup> ,2024 | Requests “Intent to Apply” response via e-mail to <b><u><a href="mailto:MHSAS.Housing.Homeless@tn.gov">MHSAS.Housing.Homeless@tn.gov</a></u></b>   |
| August 12 <sup>th</sup> , 2024        | Proposer Written Questions Regarding the Announcement of Funds Application are due via email to <b><u><a href="mailto:MHSAS.Housing.Homeless@tn.gov">MHSAS.Housing.Homeless@tn.gov</a></u></b>   |
| August 28 <sup>th</sup> , 2024        | TDMHSAS hosts conference call to respond to questions AND/OR TDMHSAS issues written responses to questions on the State’s website at <a href="https://www.tn.gov/behavioral-health/department-funding-opportunities.html">https://www.tn.gov/behavioral-health/department-funding-opportunities.html</a> |
| September 2 <sup>nd</sup> , 2024      | TDMHSAS will begin accepting proposals via email to <b><u><a href="mailto:MHSAS.Housing.Homeless@tn.gov">MHSAS.Housing.Homeless@tn.gov</a></u></b>   |

|                                 |  |
|---------------------------------|--|
| October 1 <sup>st</sup> , 2024  | TDMHSAS closes application submission period.<br>Applications must be submitted by 11:59 PM CST on this date                                       |
| November 4 <sup>th</sup> , 2024 | TDMHSAS Makes Announcement of Accepted Proposals   |
| March 1 <sup>st</sup> , 2025    | Contract shall be effective upon gathering all required signatures and approvals from the State in accordance with Section D.1 Required approvals. |

### **1.3 Proposer Eligibility**

**1.3.1** The proposer, for purposes of this Announcement, must:

- Be registered with the Tennessee Secretary of State as a legal business entity in active status; must submit a copy of documentation verifying registration as an attachment to the proposal; documentation must include the entity's SOS control number;
- Have IRS Form 990 (Return of Organization Exempt from Income Tax); must submit most recently filed form as an attachment to the proposal;
- For nonprofit or 501(c)(3) organizations, must be registered with TN Department of Revenue for sales tax exemption – TDMHSAS does not reimburse sales tax expenses with grant funds to a nonprofit or 501(c)(3) organization; must submit documentation to verify registration as an attachment to the proposal. More information can be found using the following link:  
<https://www.tn.gov/revenue/taxes/sales-and-use-tax/exemptions-certificates-credits.html>
- Demonstrate experience providing enhanced supportive affordable housing and/or enhanced supportive behavioral health services in the state of Tennessee. Enhanced supportive affordable housing refers to the provision of twenty-four (24) hours/day residential care with a treatment and rehabilitation component less intensive than required in a Residential Treatment Facility. Coordinated and structured enhanced supportive behavioral health services are provided for adult service recipients that include but not limited to personal care services, training in community living skills, vocational skills, and/or socialization. Access to medical services, social services, and mental health services are

insured and are usually provided off-site, although limited mental health treatment and rehabilitation may be provided on site.

- Demonstrate good relational standing with TDMHSAS as well as stakeholders, including, but not limited to mental health treatment and/or co-occurring disorder services providing entities within Tennessee;
- Demonstrate a history of successful programmatic and financial responsibility.
- **Be the owner\*** of the proposed project before the contract end date and before billing against the grant for infrastructural expenditures;
- Demonstrate experience in providing services that will assist or sustain an individual in permanent housing, including but not limited to, provision of rental or utility payment assistance; delivery of shelter and related services for individuals experiencing mental illness and co-occurring disorders, homelessness or other special needs which improve the housing stability of assisted households;
- Program funds for this grant may be expended for capital purchase and/or professional fees for the purpose of development, construction, acquisition, rehabilitation, and/or conversion of infrastructure to create safe, quality housing with enhanced support services for the targeted population as identified in this Announcement.
- Residential facilities for RRHP must be licensed as a Mental Health Adult Supportive Residential facility by TDMHSAS or become licensed as a Mental Health Adult Supportive Residential facility by TDMHSAS within the first year of the affordability period. Minimum program requirements for these types of facilities are outlined in the Rules of the Tennessee Department of Mental Health and Substance Abuse Services, Chapter 0940-05-51, found here: <https://publications.tnsosfiles.com/rules/0940/0940-05/0940-05-51.20221201.pdf>. Additionally, Grantees must ensure compliance with the minimum requirements set forth in Chapters 0940-05-01 through 0940-05-06 of the Rules of the Tennessee Department of Mental Health and Substance Abuse Services, found here: <https://publications.tnsosfiles.com/rules/0940/0940.htm>. More information about the TDMHSAS licensure process can be located on the Licensing section of the website <https://www.tn.gov/behavioral-health/licensing/become-a-licensed-provider.html>.
- Residential facilities for RRHP must be added to the TDOC approved provider housing list. Applicants can find information on how to be included on this list as

well as guidelines for approval at the following link: [Approved Transitional Housing \(tn.gov\)](https://www.tn.gov/topics/housing/transition-housing)

- If selected for funding, a list of the Proposer's board members and their relevant experience must be provided.

**\*The project owner must be the same entity that submits the proposal for this AOF.** Frequently, there are various community stakeholders involved in a housing project. TDMHSAS will contract only with entities that intend to own, not lease, all capital projects included in the proposal. This includes any property purchased and/or renovated using State funds provided through this grant.

Program funds for this grant may be expended for:

- Capital purchase and/or professional fees for the purpose of for development, new construction, acquisition, rehabilitation, and/or conversion of infrastructure to create **new** long-term enhanced supportive housing facilities for Tennesseans experiencing Severe and Persistent Mental Illness (SPMI) who re-enter the community from custody of the Tennessee Department of Correction (TDOC)
- Ongoing operational costs to support ongoing operational costs (i.e., utility costs, property maintenance) for **newly** created long-term enhanced supportive housing facilities for Tennesseans experiencing Severe and Persistent Mental Illness (SPMI) who re-enter the community from custody of the Tennessee Department of Correction (TDOC)
- Operational costs for enhanced support services (i.e., professional fees, staffing, services) to benefit residents of **newly** developed safe, quality, and affordable long-term enhanced supportive housing for Tennesseans experiencing Severe and Persistent Mental Illness (SPMI) who re-enter the community from custody of the Tennessee Department of Correction (TDOC)

Program funds for this grant may NOT be expended for:

- Development of transitional housing; or
- Support for tax-exempt borrowing by local grantees; or
- Provision of off-site improvements or neighborhood infrastructure of public facility improvements; or

- Implementation of homeowner rehabilitation projects; or
- Implementation of homeownership related activities, including down payment assistance programs, development of units for homeownership, or homeowner rehabilitation projects; or
- Acquisition, rehabilitation, or construction of rental housing that is a treatment, hospice, nursing home or convalescent facility; or
- Costs incurred prior to the RRHP grant contract start date or after the end date of the contract.

Questions specific to eligibility for this Announcement may be asked in writing at any time. Please email [MHSAS.Housing.Homeless@tn.gov](mailto:MHSAS.Housing.Homeless@tn.gov) for all eligibility-related questions.

**1.3.2** A proposer, for purposes of this Announcement, must not be:

- An entity which employs an individual who is, or within the past six (6) months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purposes of furthering the private interest or personal profit of any person; and
- For purposes of applying the requirements above, the State will deem an individual to be an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

## **1.4** *Scope of Services*

See Attachment H for this program’s proposed Scope of Services, which is Section A. of a State Grant Contract. Please note that the State reserves the right to make any changes to the scope of services as deemed necessary before issuing the final Grant Contract.

## **1.5** *Communications*

**1.5.1** The following Coordinator shall be the main point of contract for this Announcement of Funding:

Christine LaPlante

Email Address: [MHSAS.Housing.Homeless@tn.gov](mailto:MHSAS.Housing.Homeless@tn.gov)

All proposer communications concerning this procurement must be directed to the Coordinator listed immediately above. Unauthorized contact regarding this Announcement of Funding with other state employees of TDMHSAS may result in disqualification.

**1.5.2 Proposer E-Mail List:** The State will create an e-mail list to be used for sending communications related to this Announcement. If you wish to be added to this list, please promptly send your contact information, including e-mail address, to [MHSAS.Housing.Homeless@tn.gov](mailto:MHSAS.Housing.Homeless@tn.gov). Any delay in sending such information may result in some communications not being received. The State assumes no responsibility for delays in being placed on the list.

**1.5.3 State’s Response to Questions and Requests for Clarification:**

Questions and requests for clarification regarding this Announcement should be submitted in writing on or before August 12<sup>th</sup>, 2024 to [MHSAS.Housing.Homeless@tn.gov](mailto:MHSAS.Housing.Homeless@tn.gov). A conference call will be held on August 28<sup>th</sup>, 2024 to respond to questions submitted. During the call, proposers can request clarification or additional feedback. The State will offer responses to additional requests on the call as appropriate and will add this to the official, written responses.

**1.6 *Proposal Preparation, Formatting, Submission, Withdrawal, and Rejection***

**1.6.1 Proposal Preparation:** The Proposer accepts full responsibility for all costs incurred in the preparation, submission, and other activities undertaken by the Proposer associated with the proposal.

Availability of Regional Housing Facilitators and CHI 2.0 Regional Substance Use Housing Facilitators: It is the intent of the State to make available the Regional Housing Facilitators and/or the CHI 2.0 Regional Substance Use Housing Facilitators to proposers to assist in some capacity (i.e., consultation, review, writing, etc.) as needed. Regional Housing Facilitators and CHI 2.0 Regional Substance Use Housing Facilitators serve as

valued resources to solidify and expand new and existing partnerships within the respective regions to educate, inform and expand quality, safe, affordable and permanent housing options for Tennesseans living with substance use disorder. Regional Housing Facilitators' and CHI 2.0 Regional Substance Use Housing Facilitators' contact information and respective regions are identified on the Creating Homes Initiative map found on the TDMHSAS website:  
[https://www.tn.gov/content/dam/tn/mentalhealth/documents/CHI\\_RHF\\_Map\\_July\\_23.pdf](https://www.tn.gov/content/dam/tn/mentalhealth/documents/CHI_RHF_Map_July_23.pdf)

**1.6.2 Proposal Formatting Requirements:** The State's goal to review all proposals submitted must be balanced against the obligation to ensure equitable treatment of all proposals. For this reason, formatting and content requirements have been established for proposals.

- Proposals must be received via e-mail by the deadline of October 1<sup>st</sup>, 2024.
- Proposals must address all applicable project narrative questions and label the sections accordingly within the proposal.
- Proposals must be typed, single-spaced on standard 8 ½ inch x. 11 inch paper, in font size twelve (12), with 1 inch margins. The spacing and margin requirements do not apply when preparing the attachment worksheets.
- All proposal pages and attachments must include a header with Proposer name and page number.
- The combined proposal narrative length is limited to ten (10) pages. This limitation does not include the proposal attachments.
- The proposed budgets should include the summary, detail, salary, and budget justification. Proposers must submit a total of two (2) separate budgets and corresponding budget justifications: 1 for 1-time only infrastructural costs, and 1 for operational/support services costs based upon a full year (12 months) of program implementation, for each year of contract service. The budget must be sent as an Excel file, using the TDMHSAS budget template file indicated in Attachment C of this Announcement (see hyperlink near the top of Attachment C). Each budget justification narrative is limited to one page.

**1.6.3 Proposal Submission:** Proposals should be submitted to the State via email to [MHSAS.Housing.Homeless@tn.gov](mailto:MHSAS.Housing.Homeless@tn.gov) by October 1<sup>st</sup>, 2024. The proposal's file name must include both the grant name and the agency's name using the following format: "FY25



RRHP Proposal Agency Name". When submitting the proposal via email, the subject line must use the same naming format: "FY25 RRHP Proposal Agency Name". Proposals must be complete and comply with all requirements of this Announcement in order to be eligible for review.

**1.6.4 Proposal Withdrawal:** Proposals submitted prior to the due date may be withdrawn, modified, and resubmitted by the Proposer so long as any resubmission is made in accordance with all requirements and all deadlines of this Announcement.

**1.6.5 State's Right to Reject Proposals:** The State reserves the right to reject, in whole or in part, any and all proposals; to advertise new proposals; to arrange to perform the services herein, to abandon the need for such services, and to cancel this Announcement if it is in the best interest of the State as determined in the State's sole discretion. In the event such action is taken, notice of such action will be posted on TN.gov at this link, and notice of the posting will be distributed via the proposer e-mail list.

## ***1.7 Proposal Review, Components, Scoring, and Selection***

**1.7.1 Proposal Review:** Proposals will be scored based on the ability to demonstrate the intended success of the project. Incomplete and noncompliant proposals will not be reviewed. The State recognizes the need to ensure that funding provided for the Residential Re-entry Housing Program provides the maximum benefit to the citizens of Tennessee. Grantees are selected in accordance with state policy, department duties, department powers, and commissioner duties and powers as related to service as the state's mental health and substance abuse authority responsible for planning for and promoting the availability of a comprehensive array of high-quality prevention, early intervention, treatment, and habilitation services and supports that meets the needs of service recipients in a community-based, family-oriented system.

**1.7.2 Proposal Components:** Each proposal should contain the following sections. Please note, incomplete proposals will not be reviewed:

- Cover letter
- Cover sheet (Attachment A, signed by authorized representative)
- Table of Contents

- Project Narrative
- Organization Chart(s) (Attachment B)
- Proposed Budget and Budget Justification (Attachment C)
- Existing Agreements, MOUs, and Third-Party Revenue Source (Attachment D)
- Letters of Support (Attachment E)
- Most recent audited financial statements (income and balance sheet)
- Proposer’s operating budget for its current fiscal year
- Most recent IRS Form 990 and attachments (if applicable)
- Proposer’s current IRS determination letter 501(c)(3) status (if applicable)
- Any agency licenses through TDMHSAS (if applicable)

**1.7.3 Proposal Scoring:** Each proposal is allocated a maximum point value that determines a range within which reviewers will assign specific points. The number of points allocated to each component below is the maximum number of points the reviewer may assign. Reviewed proposals may receive a total score between zero (0) and one hundred (100).

| <b>Proposal Component</b>   | <b>Score</b>            |
|---|-------------------------|
| Cover Letter  | 0 points, but essential |
| Cover Sheet (Attachment A)  | 0 points, but essential |
| Table of Contents   | 0 points, but essential |
| Project Narrative <ul style="list-style-type: none"> <li>• Relevant Experience (10 points)</li> <li>• Statement of Need (5 points)</li> <li>• Program Design (25 points)</li> <li>• Community/Key Partners (5 points)</li> <li>• Proposed Staffing (10 points)</li> <li>• Project Sustainability (5 points)</li> <li>• Programmatic Data Collection/Monitoring (5 points)</li> <li>• Trauma-Informed Care (5 points)</li> <li>• Safety and Security (5 points)</li> </ul> | 75 points               |
| Organizational Chart(s) (Attachment B)  | 0 points, but essential |

|   |                                       |
|---|---------------------------------------|
| <i>Organizational chart for the entity submitting the proposal, demonstrating where the RRHP fits within the overall structural organization of the entity submitting the proposal.</i>   |                                       |
| Proposed Budget and Budget Narrative (Attachment C & D)<br><br><i>Appropriate and realistic budget must be submitted along with a narrative justifying the budget.</i>  | 20 points                             |
| Existing Agreements, MOUs, and Third-Party Revenue Source (Attachment E)<br><br><i>Provide documentation of any existing agreements with community stakeholders that provide additional resources to the RRHP List any current third-party revenue sources that contribute to the long term sustainability of the Proposing entity.</i> | 0 points, but essential               |
| Letters of Support (Attachment F)   | 5 points                              |
| Most recent audited financial statements (income and balance sheet) (required)  | 0 points, but essential               |
| Proposer's operating budget for its current fiscal year (required)  | 0 points, but essential               |
| Most recent IRS Form 990 and attachments (if applicable)  | 0 points, but essential if applicable |
| Proposer's current IRS determination letter 501(c)(3) status (if applicable)  | 0 points, but essential if applicable |
| Any agency licenses through TDMHSAS (if applicable)   | 0 points, but essential if applicable |

**1.7.4 Proposal Selection:** The State will notify all Proposers selected for contracting by close of business November 4<sup>th</sup>, 2024.

All grant proposals are reviewed and evaluated by a group of state employees selected by TDMHSAS. Based upon the evaluations, proposal selections will be made and submitted for final approval to the Commissioner of the Department of Mental Health and Substance Abuse Services and/or Commissioner's designee.

The State reserves the right to further negotiate proposals selected to be awarded funds. Prior to the execution of any Grant Contract, the State reserves the right to consider past performance under other Tennessee contracts.

## **1.8 *State's rights and obligations under this Announcement***

**1.8.1** The State reserves the right to make any changes to this Announcement of Funding, timeline of events, proposals selected, the scope of services, the amount of funding, and any other aspect of this process as deemed necessary before issuing the final Grant Contract. In the event the State decides to amend, add to, or delete any part of this Announcement, a written amendment will be posted [on TN.gov at this link](#), and notice of this posting will be distributed via the proposer email list.

**1.8.2** The State reserves the right to cancel, or to cancel and re-issue, this Announcement. In the event such action is taken, notice of such action will be posted [on TN.gov at this link](#), and notice of the posting will be distributed via the proposer email list.

**1.8.3** The State reserves the right to make any changes to the scope of services as deemed necessary before issuing the final Grant Contract.

**1.8.4** The State reserves the right to not issue any Grant Contracts in response to this Announcement.

**1.8.5** The State reserves the right to further negotiate proposals selected to be awarded funds prior to entering into a Grant Contract.

**1.8.6** State obligations pursuant to a Grant Contract shall commence only after the Grant Contract is signed by the Grantee and the State and after the Grant Contract is approved by all other Tennessee officials in accordance with applicable laws and regulations. The State shall have no obligation for services rendered by the Grantee which are not period within the specified Grant Contract term.

**1.8.7** Grant contracts awarded as a result of this announcement of funding are subject to the appropriation and availability of funds. In the event funds are not appropriated or otherwise unavailable, the State reserves the right to terminate Grant Contracts upon written notice to the Grantee.

## **2. *PROPOSAL NARRATIVE***

Proposal narrative responses should address each of the following items, as applicable. The narrative should be structured and titled consistently according to these narrative selections. There is a maximum of ten (10) pages for the proposal narrative section.

**2.1 Relevant Experience (Up to 10 points for this section):** Briefly describe your organization's experience, capacity and commitment to provide quality, community-based residential recovery services that meet the needs of people experiencing serious mental illness or co-occurring mental illness and substance use disorders who are re-entering the community from incarceration, and:

- (1) Who would otherwise be unable to successfully live in the community due to lack of available housing with the capacity to meet their specific needs, and
- (2) May also have non-emergent medical needs; and
- (3) May have a history of demonstrated behaviors that require enhanced supportive services in a residential setting; and
- (4) May have a criminal record; and
- (5) May have had criminal charges dropped after civil commitment to inpatient psychiatric treatment; and
- (6) May have a history of judicial commitment to inpatient psychiatric treatment; and/or
- (7) May have a Mandatory Outpatient Treatment (MOT) plan.

**2.2. Program Design (Up to 30 points for this section):**

- a. Describe the facility or facilities proposed to provide RRHP residence and services including:
  1. The property location(s) and address(es) of the facility or facilities, and the total number of beds (no less than 18 for a residential facility), for which RRHP residence and services will be provided;
  2. Confirmation that the proposing entity, as registered with the Tennessee Secretary of State, will be the owner of the property;
  3. Specify whether the proposed project is for new construction, acquisition, renovation, rehabilitation, or conversion of infrastructure to create new housing for the targeted population. If the proposed project includes new construction, renovation, rehabilitation, or conversion of infrastructure, provide a copy of a signed agreement or bid for the project from the contractor on the contractor's letterhead. Also provide confirmation that the contractor and/or any entity performing infrastructural work is

currently licensed, bonded, and insured to conduct the work. All infrastructural work must be completed by licensed, bonded, and insured contractors and subcontractors.

4. Specify whether the applicant currently has site control, ownership, contract to purchase, or confirmed plan to purchase, the property or properties at which the RRHP residence and services will be provided. If the proposing entity currently owns the property, please include a copy of the property deed as an attachment to the proposal. If the proposing entity does not currently own the property, please explain the plan for property acquisition an ownership, including a timeline through property acquisition and closing.
5. The size and configuration of the facility or facilities including number of bedrooms, baths, common rooms. Please include a floor plan and/or pictures if available (these attachments are not included in the 10-page narrative limit); and
6. Confirmation of plan to obtain Mental Health Adult Supportive Residential licensure from the TDMHSAS for each facility.
7. Confirmation of plan to obtain approval for the “TDOC Approved Housing List” within three months of affordability period. Applicants can view the current TDOC approved housing provider list here: [TDOC Approved Housing Provider List](#).
8. Configuration of housing plan if proposal indicates both male and female acceptance. Section IV of the TDOC guidelines state genders must be housed separately to ensure safety and well-being; indicate in detail how this will be accomplished. Please use the following link to review the TDOC housing provider guidelines to ensure compliance: [Guidelines for Approved Transitional Housing Providers](#)
9. Describe ADA accessibility features (including but not limited to features to support vision and hearing impairment) to be included in the project design.
10. Residential facilities and support services funded by the RRHP grant should be made accessible to individuals registered by the State of Tennessee as a sexual offender. Grantees shall adhere to Title 40, Chapter 39, Part 2 of Tennessee Code Annotated, in particular 40-39-211 ([2016\\_Sex\\_Offender\\_Law.pdf \(tn.gov\)](#)). Explain plan to make the proposed

RRHP facility and services provision accessible in this capacity, including confirmation of eligibility, clearance, and/or approval from local zoning and other applicable authorities.

- b. Describe the plan and timeline to have the facility or facilities ready for new residents re-entering the community from incarceration to move in including:
  1. The proposed source(s) and timeline to acquire any additional funding required for acquisition and renovation beyond that provided through the funding described in this Announcement;
  2. Whether zoning issues or challenges are to be expected;
  3. The projected or estimated closing date to acquire the facility or facilities;
  4. A description of any construction, rehabilitation, renovation, or conversion of infrastructure needed for the facility or facilities, and the projected date for completion of renovations.
  5. The general contractor and architect for renovations (if renovations are needed); and
  6. The target date that the facility or facilities will be ready for occupancy.
  
- c. Considering the purpose and intent of this program described in Section 1 of this Announcement, describe the proposed plan to coordinate with State prisons and county jails to process referrals and strategize successful transition from incarceration to the RRHP program admission for each prospective RRHP resident. Assuming all referrals initiated by Re-entry case managers have been clinically cleared for discharge from institutions, describe any exclusionary criteria or circumstances that may be considered a barrier to admission to the RRHP residence and program. Please list the documents that will be required to confirm eligibility for the RRHP site and ensure a safe environment for the client and other residents. Additionally, describe the proposed plan to coordinate with Criminal Justice Liaisons within the county courts to process referrals and strategize successful transition upon a judge's court decision of RRHP housing in lieu of incarceration.

- d. Describe the proposed range and frequency of educational activities, life skills development opportunities, peer support services, recreational activities, outings, on-site treatment / medication checks, etc. How will the residents access mental health, substance abuse, and co-occurring treatment?
- e. Give examples of the types of physical conditions (ADA accessibility, vision-impaired, hearing-impaired, etc.), illnesses and health-related circumstances that the on-site nursing staff members will be prepared and have the capacity to handle versus those that would need to be treated elsewhere. Please describe how primary health issues needing off-site treatment will be handled including any transfer arrangements with local hospital(s) and primary care providers.
- f. Explain the agency's commitment to the provision of peer support services, history providing such services, and partnerships in the community with other peer support opportunities. Describe the plan to incorporate peer recovery support services to the RRHP program.
- g. Describe how the agency will assess residents' progress in recovery and, when feasible, their readiness to move to a less intensive, less restrictive supportive housing, or alternative community living environment.
- h. Describe your agency's policy on use of seclusion, restraint, and "as needed" (PRN) medication for behavior management and describe plan of implementation for behavior management for the RRHP program.

**2.3 Community/Key Partners (Up to 5 points for this section):** Describe key partners and community organizations/members and the respective roles they will play in supporting residents' success in community living and/or enhancing the Residential Re-entry Housing (RRHP) program and its services. Additionally, identify any third-party resources, existing or otherwise, that would positively impact the quality of the delivery of RRHP services. Include any relevant letters of support as Attachment E (*letters of support do not count toward the ten (10) page limit of the Proposal Narrative or the eighteen (18) page limit of the overall proposal*).

**2.4 Proposed Staffing (Up to 10 points for this section):** Detail the range and mix of professionals required to implement and sustain the Residential Re-entry Housing (RRHP) program and services. Proposed staffing should be displayed on an organizational chart (Attachment B) indicating the relationships among staff and



interdependences within the proposing entity's agency, and among identified core partners. Provide sketch descriptions of the key positions including duties and responsibilities, required skills and knowledge, relevant experience working with offenders and/or justice involved individuals, and supervisory relationships. Minimum expectations for staffing include the following: on-site psychiatric services by a physician or nurse practitioner for service recipients served in each of these RRHP facilities; case management services, with case managers specifically dedicated to this program; direct access to Certified Peer Recovery Specialist(s); access to supported employment/ Individual Placement and Support (IPS) programming specialist(s); and access to SSI/SSDI Outreach, Access and Recovery (SOAR) specialist(s). Describe the staffing pattern planned for each shift—day, evening, nights, and weekends. Ensure proposed staffing pattern meets minimum staffing requirements of Mental Health Adult Supportive Residential facility licensure by TDMHSAS as indicated in section 1 of this Announcement. Describe the action plan for responding to psychiatric and/or physical health emergencies.

**2.5 Project Sustainability (Up to 5 points for this section):** Please describe the applicant's sustainability plan in detail. Information should be provided relative to provider reimbursement mechanisms, supplemental grants, and other municipal, county, state, or federal funding. Provide information describing how managed care organizations have been engaged in the project design.

**2.6 Programmatic Data Collection/Monitoring (Up to 5 points for this section):** The Residential Re-entry Housing (RRHP) program grantee will be required to collect and report data on a regular and ongoing basis for the purposes of program outcomes and accountability. This will include maintaining records to document Residential Re-entry Housing (RRHP) activities and submitting monthly, intake and discharge reports to the State. What processes will be put into place to internally monitor program success?

**2.7 Trauma-Informed Care (Up to 5 points for this section):** How will the applicant ensure its Residential Re-entry Housing (RRHP) program is trauma-informed? Please list specific strategies and best practices to reduce re-traumatization and to support healing and resiliency among the population served.

**2.8 Safety and Security (Up to 5 points for this section):** TDMHSAS supports person-centered, trauma-informed practices in provision of all services delivered to the targeted population. Describe the proposing entity's existing safety procedures and security measures utilized to ensure the safety of staff, residents, and the community. Additionally, describe in detail what safety and security procedures and guidelines will be put into place at the RRHP facility or facilities to minimize risk to residents and staff. Describe the action plan for preventing, reducing potential for, responding to, and handling situations and behaviors that may contribute to or result in risk of danger to residents and on-duty staff. *Proposing entities are advised that the RRHP program is an Adult Supportive Residential Housing program and not a correctional facility. All sites funded by the RRHP grant are to be considered residential settings and therefore not locked facilities.*

# Attachment A

## **COVER SHEET | RESIDENTIAL RE-ENTRY HOUSING PROGRAM (RRHP)**

|  |  |
|--|--|
| Legal Name of Proposer   |  |
| Federal ID#  |  |
| Edison Vendor ID#  |  |
| Targeted Coverage of Program<br>(County/Counties and Region)   |  |
| <b>CONTACT INFORMATION</b>   |  |
| Name of Contact Person   |  |
| Title of Contact Person  |  |
| Address of Contact Person  |  |
| E-mail Address of Contact Person   |  |
| Phone Number of Contact Person   |  |
| <b>AUTHORIZED REPRESENTATIVE INFORMATION</b>   |  |
| Name of Authorized Representative<br><i>(For Non-Profit, if someone other than the Board Chairperson is named as the Authorized Representative, a signed copy of the resolution of appointment must be submitted.)</i> |  |
| Title of Authorized Representative   |  |
| Address of Authorized Representative   |  |
| E-mail Address of Authorized Representative  |  |
| Phone Number of Authorized Representative  |  |

---

**Signature of Authorized Representative**

**Date**

# Attachment B

## ***ORGANIZATIONAL CHART AND BOARD OF DIRECTORS***

Provide an organizational chart for the entity submitting a proposal, demonstrating where the Residential Re-Entry Housing Program grant will fit into the overall structural organization of the entity submitting the proposal.

Provide an updated list naming each member of the entity's board of directors and their contact information.

# Attachment C

## **ATTESTATION FOR ACKNOWLEDGEMENT OF COST REIMBURSED BUDGET**

Provide a signed letter of attestation to confirm acknowledgement that all invoices paid or payments made by the State to awarded FY25 Residential Re-Entry Housing Program (RRHP) Grantees are to be cost reimbursed. The letter of attestation must include the language specified below:

To the Tennessee Department of Mental Health and Substance Abuse Services,

As an authorized representative of \_\_\_\_\_ (*legal name of proposing entity*), I hereby attest that I understand and acknowledge that all invoices paid or payments made by the State toward the FY 2025 Residential Re-Entry Housing Program (RRHP) Grant will be cost reimbursed. I acknowledge that submission of documentation confirming and verifying proof of payment by the awarded grantee for all expenses associated with a grant contract will be required and will be subject to review by TDMHSAS prior to approval for reimbursement.

I also affirm that, as referenced in the Announcement of Funding for the FY 2025 Residential Re-Entry Housing Program (RRHP) Grant, I have been encouraged to review the TDMHSAS Grantee Manual, located on the Grants Management section on the website <https://www.tn.gov/behavioral-health/for-providers/grants-management.html> for additional information regarding cost reimbursement budgets and other grant contract requirements.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

# Attachment D

## **PROPOSED BUDGET | RESIDENTIAL RE-ENTRY HOUSING PROGRAM**

Please download the Excel budget template available at this link to complete proposed budgets. The budget template has four tabs: Instructions, Summary, Detail, and Salaries. Summary, Detail and Salaries tabs must be included. Please review the Instructions tab before completing the proposed budget. Proposers should submit a total of two (2) separate budgets: 1 for one-time only infrastructural costs, and 1 for operational/support services costs based on a full year (12 months) of program implementation. The budget may be prorated based on the funding period if selected for contracting.

| <b>GRANT BUDGET SUMMARY</b>   |  |                           |                                  |                      |
|---|--|---------------------------|----------------------------------|----------------------|
| <b>Agency Name: Enter on Detail Tab</b>   |  |                           |                                  |                      |
| <b>Program Code Name: Enter on Detail Tab</b>   |  |                           |                                  |                      |
| <b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b> |  |                           |                                  |                      |
| <b>Applicable Period: BEGIN: Enter on Detail Tab END: Enter on Detail Tab</b>                                     |  |                           |                                  |                      |
| <b>POLICY<br/>03 Object<br/>Line-Item<br/>Reference</b>   | <b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>  | <b>GRANT<br/>CONTRACT</b> | <b>GRANTEE<br/>PARTICIPATION</b> | <b>TOTAL PROJECT</b> |
| 1, 2  | Salaries, Benefits & Taxes <sup>2</sup>  | \$0.00                    | \$0.00                           | \$0.00               |
| 4, 15   | Professional Fee, Grant & Award <sup>2</sup>   | \$0.00                    | \$0.00                           | \$0.00               |
| 5, 6, 7, 8,<br>9, 10  | Supplies, Telephone, Postage & Shipping,<br>Occupancy, Equipment Rental & Maintenance,<br>Printing & Publications <sup>2</sup> | \$0.00                    | \$0.00                           | \$0.00               |
| 11, 12  | Travel, Conferences & Meetings <sup>2</sup>  | \$0.00                    | \$0.00                           | \$0.00               |
| 13  | Interest <sup>2</sup>  | \$0.00                    | \$0.00                           | \$0.00               |
| 14  | Insurance <sup>2</sup>   | \$0.00                    | \$0.00                           | \$0.00               |
| 16  | Specific Assistance To Individuals <sup>2</sup>  | \$0.00                    | \$0.00                           | \$0.00               |
| 17  | Depreciation <sup>2</sup>  | \$0.00                    | \$0.00                           | \$0.00               |
| 18  | Other Non-Personnel <sup>2</sup>   | \$0.00                    | \$0.00                           | \$0.00               |
| 20  | Capital Purchase <sup>2</sup>  | \$0.00                    | \$0.00                           | \$0.00               |
| 22  | Indirect Cost <sup>2</sup>   | \$0.00                    | \$0.00                           | \$0.00               |
| 24  | In-Kind Expense <sup>2</sup>   | \$0.00                    | \$0.00                           | \$0.00               |
| 25  | <b>GRAND TOTAL</b>   | <b>\$0.00</b>             | <b>\$0.00</b>                    | <b>\$0.00</b>        |

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>)

<sup>2</sup> Applicable detail follows this page if line-item is funded.

# Attachment E

## ***BUDGET JUSTIFICATION | RESIDENTIAL RE-ENTRY HOUSING PROGRAM***

Please include written budget justification of funds needed to support the Residential Re-Entry Housing Program grant proposal. Proposers should submit a total of two (2) separate corresponding budget justification narratives, each corresponding to the respective proposed budgets: 1 for one-time only infrastructural costs, and 1 for operational/support services costs based on a full year (12 months) of program implementation.

The justification summaries should provide detail to support the Grant Contract funds included in each budget line-item.

The budget justification should be no longer than one page, single spaced.

# Attachment F

## ***EXISTING AGREEMENTS, MEMORANDUMS OF UNDERSTANDING (MOUs), AND THIRD-PARTY REVENUE SOURCE(S)***

Provide documentation of any existing agreements or MOUs with community stakeholders that provide additional resources to support the Residential Re-Entry Housing Program grant.

List any current third-party revenue sources that contribute to the long-term sustainability of the Proposing entity.



# Attachment G

## ***LETTERS OF SUPPORT***

Include any relevant letters of support from regional community stakeholders, including partnerships created with TDOC, Criminal Justice Liaisons, Mental Health Courts, housing development entities, affordable housing providers, funding source entities, mental health and/or co-occurring service providers, and other relevant entities. This attachment and its documentation do not count toward the ten (10) page limit of the Proposal Narrative.

# Attachment H

## **SAMPLE OF GRANT NOTE AND RESTRICTIVE COVENANT DOCUMENTS**

**1 OF 2**

Prepared by Tennessee Department of Mental Health and Substance Abuse Services

### **GRANT NOTE**

**AMOUNT:** \_\_\_\_\_ (\$ \_\_\_\_\_)

On demand after date, for value received and hereby acknowledged, \_\_\_\_\_ (“Grant Recipient”), promises to pay to the order of Tennessee Department of Mental Health and Substance Abuse Services (“TDMHSAS”) the principal sum of \_\_\_dollars (\$\_\_\_), in legal tender, with interest thereon from this date at zero percent (0%) per annum. Principal shall be payable at the offices of TDMHSAS or such other place as TDMHSAS may designate.

- A. So long as there is no default with respect to the conditions set forth herein, or as set forth in the Restrictive Covenant executed by \_\_\_\_ (AGENCY NAME) related to the properties at \_\_\_\_\_ (location(s)) (herein after referred to as “the properties”), the principal sum due and payable under this Grant Note shall be forgiven at the end of the Affordability Period (as defined herein).
- B. TDMHSAS agrees not to make demand for payment under this Grant Note so long as the following conditions are met:
  - 1. The Affordability Period for this grant is 20 years from the date that the state funds are disbursed to the Grant Recipient.
  - 2. All funds advanced hereunder are used for the purpose of defraying acquisition, closing, and rehabilitation costs on the Properties.
  - 3. The Property units are maintained for Tennessee adults (18 and over) behavioral health consumer(s) or family households that include at least one adult who has a Diagnostic and Statistical Manual, Version V (DSM-V) (or current revision) mental illness diagnosis and/or substance use disorder and have very low income according to definition of U.S. Department of Housing and Urban Development (HUD) at the time of moving into the unit. The Grant Recipient agrees to maintain documentation that tenant households meet these criteria for the Affordability Period, including attestation by a licensed behavioral health professional regarding diagnosis or similar means of verification and documentation of income verification compared to HUD local very low income standard at time of move-in.
  - 4. Neither the Properties, nor any part thereof or interest therein, is sold, leased or otherwise transferred, conveyed or encumbered and no interest in the Grant Recipient is sold or otherwise transferred, conveyed or encumbered during the Affordability Period.
  - 5. The Grant Recipient agrees to all terms and conditions set forth in this Grant Note, the Restrictive Covenants, and the Deed of Trust.

In the event of default hereunder, TDMHSAS shall, at any time thereafter, be entitled, but not required, to immediately demand payment of all amounts due under this Grant Note as of the date of default. Amounts

not paid upon demand shall bear interest at the maximum lawful rate from the date of demand until the date payment is received. Should efforts be made to collect this Grant Note, or any part of the indebtedness evidenced hereby, by law or through an attorney, Grant Recipient shall pay all reasonable attorneys' fees, all court costs and all costs of collection upon demand. Any failure on the part of TDMHSAS to exercise its rights hereunder shall not, in any event, be considered a waiver of any such rights nor shall such failure preclude TDMHSAS from exercising such rights at any time. Grant Recipient hereby waives all rights of protest, notice of demand, protest and demand, notice of protest, presentment, demand, dishonor and non-payment.

GRANTEE

BY: \_\_\_\_\_ (signature)  
\_\_\_\_\_ (printed name)

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

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

NOTARY PUBLIC

The individual appeared before me \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, State of Tennessee, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and affixed his/her signature.

My commission expires on \_\_\_\_\_.

# Attachment H

## **SAMPLE OF GRANT NOTE AND RESTRICTIVE COVENANT DOCUMENTS**

**2 OF 2**

Prepared by Tennessee Department of Mental Health and Substance Abuse Services  
TDMHSAS  
500 Deaderick Street  
Andrew Jackson Building, 6<sup>th</sup> Floor  
Nashville, TN 37243

### **RESTRICTIVE COVENANT**

**This Restrictive Covenant is made and entered into by and between the Tennessee Department of Mental Health and Substance Abuse Services (hereinafter referred to as “State”) and \_\_\_\_\_ (hereinafter referred to as “Grantee”).**

1. Grantee, for and in consideration of the \_\_\_\_\_ dollars (\$\_\_\_\_\_) (hereinafter referred to as the “State Grant monies”) provided to Grantee for the purchase and/or renovation of real property located at \_\_\_\_\_ (hereinafter referred to as “the Property”), hereby grants the State of Tennessee an equitable interest in the property and covenants that the restrictions set forth below shall constitute a covenant running with the land benefitting and appurtenant to the real estate and any part thereof:  
  
\_\_\_\_\_(address) and  
recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Register’s Office of  
\_\_\_\_\_ County, Tennessee
2. The State’s interest in the Property and the covenant running with the land shall be binding upon Grantee, its successors and assigns, for \_20 years from the date of the closing or when State Grant monies are disbursed to the Grantee (Affordability Period).
3. Grantee covenants that the Property is maintained with number (#) beds as the primary residence for a Tennessee adult (or a family household that includes such adult), eighteen (18) years of age and older, who is receiving treatment or recovery services for a mental illness diagnosed using the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V), or current revision, and/or has a substance use disorder, and has been certified at the time of move in as falling below the U.S. Department of Housing and Urban Development’s (HUD’s) “very low income” guideline for the area where the Property is located.
4. Grantee covenants that neither the State’s interest in the Property nor any part thereof or interest therein, shall be sold, leased, or otherwise transferred, conveyed, or encumbered during the Affordability Period without written consent of the Commissioner of the Tennessee Department of Mental Health and Substance Abuse Services.
5. If Grantee fails to properly perform its obligations under this Restrictive Covenant, or if Grantee violates the covenants herein, the State shall have the right to immediately enter upon the above-named Property and exercise all of its right, title and interest in the Property. Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Restrictive Covenant by Grantee.

6. Grantee agrees to be responsible for the accountability, maintenance, and management of the Property purchased or rehabilitated totally or in part with State Grant monies.
7. The validity, construction and interpretation of this Restrictive Covenant shall in all ways be governed and determined in accordance with the laws of the State of Tennessee.
8. Grantee shall file a copy of this Restrictive Covenant in the Office of the Register of Deeds in the county where the Property is located and assure a recorded copy is provided to the State.

**IN WITNESS WHEREOF, this Restrictive Covenant has been signed and executed by Grantee and the State on date below their respective signatures hereto:**

GRANTEE:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

NOTARY PUBLIC

This individual appeared before me \_\_\_\_\_, a Notary Public for \_\_\_\_\_  
County, State of Tennessee, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and affixed their signature.

My commission expires on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF TENNESSEE

BY: \_\_\_\_\_

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

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

NOTARY PUBLIC

This individual appeared before me \_\_\_\_\_, a Notary  
Public for \_\_\_\_\_ County, State of Tennessee, on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2024, and affixed their signature.

My commission expires on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

# Attachment I

## **SCOPE OF SERVICES**

[PLEASE NOTE: The State reserves the right to make any changes to the scope of services as deemed necessary before issuing the final Grant Contract.]

- A.1. The Grantee shall provide the Scope of Services and Deliverables (“Scope”) as required, described, and detailed in this Grant Contract.

This Grant Contract shall be performed in accordance with the Project Application Summary (incorporated into this contract as Attachment 2) which identifies all projects, including Scope of Work, as approved by the State, to carry out activities under the Residential Re-Entry Housing grant to support safe, quality, and affordable permanent housing options for people experiencing severe and persistent mental illness (SPMI) or co-occurring disorder who re-enter the community from prisons and jails or have been court appointed by a Judge. Once the project has been completed and occupancy begins, the Grantee is acknowledging and confirming that all items within the project application summary have been completed. The Grantee acknowledges and confirms that upon project completion the occupancy/operational budget will begin and there will be no further infrastructure projects without prior approval.

- A.2. Services and supports under this Contract shall be delivered in a manner that promotes resiliency, recovery, and independence for individuals and families served. The Division of Mental Health Services prioritizes key values critical to serving Tennesseans with behavioral health needs including programs and practices focused on promotion, intervention, and recovery support services which:

- Encourage co-occurring competent and co-occurring friendly programs;
- Support culturally responsive and linguistically competent services;
- Uphold System of Care core values and principles;
- Aim to prevent and mitigate the impact of adverse childhood experiences (ACEs);
- Promote trauma informed approaches; and
- Prioritize evidence-based and/or evidence-informed services resulting in strong outcomes.

- A.3. Service Definitions:

The Residential Re-Entry Housing program is a State-wide program in which the Grantee shall provide Long-term 24hr/day Supportive Residential Services for Tennesseans experiencing severe and persistent mental illness who re-enter the community from prisons and jails or have been court appointed by a Judge. Available and accessible quality support services may include recovery support services assessments, peer support services, personal care services, training in community living skills, vocational skills, and/or socialization, case management, medical and rehabilitative services.

Quality, safe and affordable permanent housing and support services under this Grant Contract shall support the recovery of prospective residents following four dimensions as identified by the Substance Abuse and Mental Health Services Administration (SAMHSA):

- Health: Overcoming or managing one’s disease(s) or symptoms and making informed, healthy choices that support physical and emotional well-being.
- Home: A stable and safe place to live.

- Purpose: Conducting meaningful daily activities and having the independence, income and resources to participate in society.
  - Community: Having relationships and social networks that provide support, friendship, love and hope.
- a. The term “affordable housing”, for the purposes of this Grant Contract, refers to housing that is available to all individuals, regardless of income.
  - b. The term “mental illness”, for purposes of this AOF, mental illness refers to a condition diagnosed by a qualified professional using the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V), or most current revision.
  - c. The term “substance use disorder”, for purposes of this Grant Contract, includes substance use and substance dependence.
  - d. The term “co-occurring disorder”, for the purposes of this Grant Contract, refers to concurrent diagnoses of mental illness and a substance use disorder.
  - e. The term “permanent housing”, for purposes of this Grant Contract refers to quality, safe, affordable community-based residential options, for which Tennesseans living with substance use disorder, in particular opioid use disorder, have the opportunity to reside for as long as they choose and/or need. While implementation of effort to support or encourage residents to consider, seek, obtain and sustain housing at a higher level of independent living (if and when appropriate) is allowable, there is no set or specified time limit for when a resident is required to leave the housing. Any lease, rental agreement or sublease should be renewable, and should be terminable only for cause.
  - f. The term “recovery”, for the purposes of this Grant Contract, refers to a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. Opioid use recovery refers to this process where overuse, misuse and/or abuse of prescribed or illicit opioids is primary over any other substance used.
  - g. The term “reentry housing”, for the purposes of this Grant Contract, refers to quality, safe, affordable, healthy living environments that effectively support individuals with mental illness and/or substance use disorder who re-enter the community from prisons and jails or are justice-involved. While reentry housing residences may vary in structure, all are centered on peer support and a connection to quality services that promote long term recovery, resiliency, and independence for all service recipients.
  - h. The term “support services”, for the purposes of this Grant Contract, refers to services provided to service recipients that promote individual, program, and system-level approaches that foster health, wellness, recovery, resilience, and independence; increase permanent housing, employment, and other necessary supports; and reduce barriers to social inclusion.
  - i. The term “recidivism”, for the purposes of this Grant Contract, refers to rearrest, reconviction, or return to prison or jail with or without a new sentence.
  - j. The term “Certified Peer Recovery Specialists (CPRS’s),” for purposes of this grant, are individuals who work with persons who have received treatment for mental illness to develop their own recovery-based programs to supplement existing mental health services, address issues such as social isolation and discrimination, experience opportunities for socialization and recovery education, and acquire the necessary skills for the utilization of resources within the community. More information on Peer Recovery Services and the Certified Peer Recovery Specialist Program can be found using the

following URL link: <https://www.tn.gov/behavioral-health/mental-health-services/peers.html>.

- k. The term “Individual Placement and Support/Supported Employment (IPS/SE),” for purposes of this grant, is an evidence-based practice that was developed by the Dartmouth Psychiatric Research Institute to help promote the recovery of people who have serious mental illness through work. This model is well defined by eight (8) practice principles and a twenty-five (25)-item fidelity scale, described on the IPS Employment Center website: <https://ipsworks.org/index.php/what-is-ips/>.
- l. The term “SOAR”, for purposes of this Grant Contract, means SSI / SSDI Outreach, Access, and Recovery. This nation-wide program, designated by the United States Department of Health and Human Services' (DHHS') Substance Abuse and Mental Health Services Administration (SAMHSA) as a best practice, is designed to increase access to the disability income benefit programs administered by the Social Security Administration (SSA) for eligible adults who are homeless or at risk of homelessness and have a mental illness and/or a co-occurring substance use disorder. The process used to implement this program is described on SAMHSA's SOAR Works website: <https://soarworks.samhsa.gov/>.
- m. “Clinical services,” for the purposes of this Grant Contract, refers to services delivered by a mental health professional, a licensed healthcare professional, and/or a certified healthcare professional that consists of face-to-face contacts for the purposes of diagnosis, treatment, and/or ongoing care. Clinical services include, but are not limited to: case management, psychiatric services, nursing, group or individual counseling, medical appointments, physical therapy and/or occupational therapy
- n. “Non-Clinical services,” for the purposes of this Grant Contract, refers to services that do not consist of diagnosis, treatment, and/or ongoing care provided by a mental health professional, a licensed healthcare professional, and/or a certified healthcare professional that promotes successful community integration. Non-Clinical services include, but are not limited to: outings, social event gatherings, supported employment, life skills training, family visits, and/or leisure activities.
- o. “Grant Note”, for the purposes of this Grant Contract, refers to a formal and binding agreement in which the grantee (grant recipient) promises to pay the dollar total of the infrastructural grant funds awarded if the grantee incurs any default with respect to the conditions of the grant.
- p. “Restrictive Covenant”, for the purposes of this Grant Contract, refers to a formal and binding agreement limiting the use of the property and prohibiting certain uses. The restrictive covenant binds the grantee and property owner to maintain the property for the purpose(s) indicated in the original associated grant contract and prohibits a grantee and property owner from engaging in certain actions related to the funded property for a specified period of time (known as the “affordability period”).
- q. “Affordability Period”, for the purposes of this Grant Contract, refers to a set period of time, beginning at the date of closing or when State Grant monies are disbursed to a grantee, for which the State's interest in a given property and the covenant running with the land shall be binding upon Grantee, its successors and assigns. The duration/length of the affordability period is determined by the State.

#### A.4. Service Recipients:

Permanent supportive reentry housing and services shall be made available to:



- (1) Any Tennessee adult (18 years of age and over); and
- (2) Who is experiencing or has a history of severe and persistent mental illness (SPMI) or SPMI and a co-occurring substance use disorder.
- (3) Who are reentering this community from prisons and jails or have been court mandated placement by a judge in lieu of incarceration;
- (4) Who expresses desire and/or interest in pursuing, achieving, and maintaining quality community living that promotes resiliency, recovery, and independence; and
- (5) Who are reentering the community from prison and jails or have been court mandated placement by a judge and would otherwise be unable to live independently and do not have access to necessary support services to fulfill their mental health needs.
- (6) Who would otherwise not be able to successfully live in the community due to the lack of available housing with the capacity to meet their specific needs
- (7) Exceptions to these requirements are **not** permitted without State approval. Requests for exceptions to these requirements for eligibility shall be sent, in writing (e-mail is acceptable), to the State's TDMHSAS Office of Housing and Homeless Services for approval.

A.5. Service Goal(s):

The service goal of Residential Re-entry Housing Program (RRHP) and this Grant Contract is to establish, provide, and maintain quality, safe and affordable long-term housing with enhanced-level supportive residential services for Tennesseans experiencing Severe and Persistent Mental Illness (SPMI) who re-enter the community from custody of the Tennessee Department of Correction (TDOC) or have been court-appointed by a judge in lieu of incarceration. Facilities providing Residential Re-entry Housing Program (RRHP) services are required to be licensed by TDMHSAS as Mental Health Adult Supportive Residential Facilities. Adult Supportive Residential facilities are mental health residential programs that provide twenty-four (24) hours residential care with a treatment and rehabilitation component less intensive than what is required in a Residential Treatment Facility. Coordinated and structured services are provided for adult service recipients that include personal care services, training in community living skills, vocational skills, and/or socialization. Access to medical services, social services, and mental health services are ensured and are usually provided off-site, although limited mental health treatment and rehabilitation may be provided on site. Quality, safe and affordable permanent housing options and services under this Grant Contract shall support the mental health and substance use recovery of prospective residents following four dimensions as identified by the Substance Abuse and Mental Health Services Administration (SAMHSA):

- Health: Overcoming or managing one's disease(s) or symptoms and making informed, healthy choices that support physical and emotional well-being.
- Home: A stable and safe place to live.
- Purpose: Conducting meaningful daily activities and having the independence, income, and resources to participate in society.
- Community: Having relationships and social networks that provide support, friendship, love, and hope.

A.6. Structure:

- a. Grantee shall develop, construct, acquire, rehabilitate, renovate and/or convert infrastructure, and make available the property/properties and corresponding number

of beds as described in the FY24 Residential Re-entry Housing Program Site List (Attachment 3), within the contract term specified in Section B of this contract. The Grantee shall provide specific current addresses for all beds upon request of the State. The residential site(s) identified for funding through this Grant Contract and the corresponding number of available beds (bed capacity) per residential site is indicated in Attachment 3.

- b. Before requesting reimbursement under this contract, Grantee shall ensure the following executed documentation (as applicable) is provided to the State to protect State's interest in the property or properties purchased and/or renovated using State funds provided through this contract:
- (1) Housing and Urban Development (HUD) 1 closing statement (if new acquisition) showing Grantee as buyer of the property;
  - (2) Grant Note(s), provided by State (Attachment 4), for the amount of State funding involved, signed by an authorized agent of Grantee and so notarized, wherein buyer acknowledges its obligation to assure the property is used to serve specified service recipients for the specified period and the consequences if this obligation is not met;
  - (3) A copy of the Restrictive Covenant(s), provided by State (Attachment 5), signed by an authorized agent of Grantee and so notarized, and properly recorded in the appropriate county acknowledging the State's interest in the property or properties;
  - (4) A copy of the most recently filed property deed showing the property is owned by Grantee (if contract is for new construction or renovation).
- c. When requesting reimbursement for funds under this Grant Contract, Grantee shall submit the following documentation to the State:
- The completed and signed State-issued invoice form, reflecting incurred expenses related to the Grant Contract for the month of invoicing; and
  - For Capital Purchase expenditures incurred during the month of invoicing: submit documentation confirming and verifying proof of purchase and ownership; and
  - For Professional Fees expenditures incurred during the month of invoicing as a result of contractual work completed toward construction, rehabilitation and/or conversion of infrastructure, and infrastructural needs\*: submit documentation from the contractor(s) confirming what was paid for and verification of payment by the Grantee to the contractor/vendor.
- \*Infrastructural needs may include, but may not be limited to: sprinkler system, heating/cooling system, roof repair, flooring repair, electrical wiring, plumbing repair, insulation, foundation repair, etc.
- d. Grantee is strongly advised to review the TDMHSAS Grantee Manual located on the Grants Management section on the website <https://www.tn.gov/behavioral-health/providers/grants-management.html>. This manual includes resources about the grant contracting process, highlights key contract provisions, reviews the programmatic and fiscal requirements for grant contracts, outlines the monitoring process, and provides resources related to grant management.
- e. Grantee shall adhere to the expectations and requirements specified in the Grant

Note(s) (Attachment 4) and Restrictive Covenant(s) (Attachment 5), as identified in Section A.6.b.(2) and Section A.6.b.(3), respectively, for the duration of the specified Affordability Period.

- f. Grantee shall make necessary repairs as needed to these properties to assure they meet and are maintained at applicable codes and reasonable housing quality standards throughout the Affordability Period.
- g. Grantee shall submit reports via email, at a frequency no less than monthly, to the Tennessee Department of Mental Health and Substance Abuse Services, Office of Housing and Homeless Services, until the start date of occupancy and service provision, to provide updates on the status of development, construction, acquisition, rehabilitation, renovation and/or conversion of property/properties indicated in Section A.8.a. and Attachment 3. Reports should include brief, concise and specific detail documenting ongoing progress toward timely project completion and should also include photo(s) to provide images reflecting such progress. The Office of Housing and Homeless Services may engage the Regional Housing Facilitator(s) to connect with the Grantee and conduct periodic site visits to support efforts to track progress toward timely project completion and provide additional feedback regarding progress as deemed necessary.
- h. The Grantee shall establish, provide, and maintain quality, safe and affordable long-term housing with enhanced-level supportive residential services for Tennesseans experiencing Severe and Persistent Mental Illness (SPMI) who re-enter the community from custody of the Tennessee Department of Correction (TDOC) or are justice-involved. or have been court appointed by a judge in lieu of incarceration. Available and accessible quality residential support services may include, but are not necessarily limited to, twenty-four hours per day/ seven days per week/ three hundred sixty-five days per year (24/7/365) long-term intensive care services for service recipients, recovery support services assessments, peer support services, case management, recovery and life skills development, recidivism prevention, drug testing, and substance use relapse prevention. The Grantee shall provide specific current addresses for all beds upon request of the State. The residential site(s) identified for funding through this Grant Contract and the number of available beds (bed capacity) per residential site corresponds to the site and number of beds referenced in A.6.a., and is indicated in the Residential Re-entry Housing Site List (Attachment 3).
- i. The Grantee shall provide no less than the total bed capacity for permanent supportive housing opportunities for eligible service recipients at the Grantee's respective sites as indicated in Attachment 3. Grantee shall ensure support services are available and accessible to all service recipients as needed.
- j. The Grantee shall submit a request to the TDMHSAS Office of Housing and Homeless Services via email to have the residential site(s) listed on the Housing Within Reach searchable database if not already listed. The Housing Within Reach database can be found on the Recovery Within Reach website using the following URL: <https://recoverywithinreach.org/housing/>.
- k. The Grantee shall provide the housing opportunities identified in A.6.a. and Attachment 3 at a rent affordable to the service recipients.
- l. When vacant beds are available and the facility is ready for a new resident to occupy the recently vacated bed, the Grantee shall consider referrals for the Residential Re-entry Housing Program from various sources, including but not limited to jails,

prisons, courts, and public defenders in Tennessee. The process for receiving and considering referrals for placement must be outlined in the Grantee's established policies, procedures or guidelines. The Grantee is encouraged to establish relationships with TDOC re-entry personnel, criminal justice liaisons and the county jail personnel within their respective counties.

- m. Funds derived from this Grant Contract can be used for expenses related to the provision of permanent supportive housing services for eligible service recipients at these facilities. Grantees are strongly encouraged to seek compensation from third party payers, such as Medicaid, when possible, for reimbursable services and supports delivered under this contract therefore allowing this contract to help offset the activities and expenses that are non-reimbursable by third party payers.
- n. Funds derived from this Grant Contract that are allocated to the Specific Assistance To Individuals line item (line 16 of the program budget), and where specified in the budget detail page, may be considered for limited and essential expenses toward rent deposits for service recipients who occupy one of the beds indicated in A.6.a., and Attachment 3 of this contract. The Grantee must have an established lease or rental agreement with any service recipient for which funds are utilized for a rent deposit. The lease or rental agreement must cover the applicable date of the rent deposit, and the Grantee shall provide verifying documentation upon request of the State.
- o. One-time infrastructural funds derived from this Grant Contract is to be used to support expenses incurred for acquisition, rehabilitation, and/or new construction of RRHP facilities. For the purposes of this Grant Contract, infrastructural costs refers to funding needed for development, new construction, acquisition, rehabilitation, renovation, and/or conversion to create new housing options for the targeted population as identified in Section A.4. of this Grant Contract.
- p. Operational funds derived from the RRHP Grant may be considered for limited and essential infrastructural repair or upgrade to comply with minimum quality housing standards, local codes requirements, or other justifiable expectations. The Grantee must seek and obtain approval from the State via email prior to expensing grant funds for such expenses. Prior to expensing grant funds for such expenses, the following criteria must be met:
  - (1) All expected and required housing and support services as outlined in the Grant Contract must be met for all service recipients at the time of the request to the State;
  - (2) The Grantee must confirm and ensure that all expected and required housing and support services as outlined in the Grant Contract will be fulfilled through the remainder of the Grant Contract period;
  - (3) The Grantee must provide written justification with clear and reasonable detail to explain the level of necessity for the repair or upgrade, and must be prepared to provide any relevant documentation and/or photographic images as applicable or as requested by the State;
  - (4) The Grantee must confirm that any funds requested for use of such expenses that was originally intended for support service delivery will not result in any quantitative or qualitative loss in service delivery at any point during the Grant Contract period.

Approvals are at the discretion of the State; a budget revision may be necessary upon approval. If approved, the Grantee shall submit legitimate supporting

documentation from the contractor itemizing the costs for the repair/upgrade as well as verification that the expenses to be billed against the Grant have been paid by the Grantee agency. This documentation shall be submitted along with the invoice for reimbursement for the corresponding month.

- q. The Grantee shall ensure that the location of the housing units is safe and reasonably accessible to necessary community services such as, but not necessarily limited to, health care facilities and providers, places for employment/employment opportunities, grocery stores, public transportation, shopping, worship services, banks, and recreational facilities/events.
- r. The Grantee shall ensure that vacancies at the locations identified in Section A.6.a. and Attachment 3 are filled within thirty (30) calendar days, unless prior written approval via email is granted by the State for an extension in the thirty (30)-day term. Filling vacancies within thirty (30) calendar days will be indicated by monthly occupancy status reports submitted in compliance with Section A.7.k. Prior approval of exceptions will be indicated by copies of electronic mail (e-mail) received from the State and retained in the Grantee's records. Service recipient records shall be made available upon request of the State to verify these reports.
- s. The Grantee shall ensure that vacancies at the locations identified in Section A.6.a. and Attachment 3 are filled within thirty (30) calendar days, unless prior written approval via email is granted by the State for an extension in the thirty (30)-day term. Filling vacancies within thirty (30) calendar days will be indicated by monthly occupancy status reports submitted in compliance with Section A.7.k. Prior approval of exceptions will be indicated by copies of electronic mail (e-mail) received from the State and retained in the Grantee's records. Service recipient records shall be made available upon request of the State to verify these reports.
- t. The Grantee shall ensure housing options supported under this Grant Contract have the following defining characteristics:
  - (1) Program participation is self-initiated (there may be exceptions for court ordered participation) and residents have expressed a preference for living in a housing setting targeted to individuals meeting eligibility criteria as identified in Section A.4. of this Grant Contract;
  - (2) Minimal barriers exist to entry to housing options, so that long periods of sobriety or clear eviction histories are not required for program entry;
  - (3) Residents have reasonable personal privacy and 24/7 access to the housing;
  - (4) Peer-based recovery supports are available and accessible to all residents;
  - (5) Along with services to help achieve goals focused on permanent housing placement and stability, as well as income and employment, residents have access to services that align with residents' choice and prioritization of goals of sustained recovery from mental illness, substance use, and history of incarceration;
  - (6) Eviction from the RRHP facility and termination from the RRHP program should

only be considered when a resident's behavior substantially disrupts or impacts the welfare of the reentry and recovery community in which the resident lives; however, the individual may be considered for subsequent placement in RRHP as deemed appropriate by entities legitimately authorized to do so, and as deemed appropriate by the Grantee, and if the individual expresses a renewed commitment to living in the RRHP facility setting targeted to pursuing, achieving, and maintaining quality community living that promotes resiliency, recovery, and independence;

- (7) Residents who determine they are no longer interested in living in the RRHP facility or are terminated from the RRHP program are offered direct support and assistance in accessing other housing and services options, including options operated with harm reduction principles.
- u. The Grantee shall ensure, for the benefit of service recipients, an array of quality recovery support services are made available and accessible to all service recipients as indicated in A.4. Available and accessible quality recovery support services may include, but may not be limited to, the following:
- (1) Recovery Support Services Assessment: Implementation of intake screening tool and needs assessment.
  - (2) Case Management: Coordination of care services which assist a service recipient in identifying, accessing, and coordinating resources that are supportive in achieving the service recipient's treatment and recovery goals.
  - (3) Drug Testing: Random drug testing is used to determine the presence of substances, to be done in conjunction with other recovery services.
  - (4) Peer Recovery Support: Direct access and engagement with individuals with lived experience in mental illness and co-occurring disorders who are qualified to work with persons who have received treatment for mental illness to develop their own recovery-based programs to supplement existing mental health services, address issues such as social isolation and discrimination, experience opportunities for socialization and recovery education, and acquire the necessary skills for the utilization of resources within the community.
  - (5) Recovery Skills: Designed to assist the service recipient in obtaining the necessary skills to be a successful and productive member of the community and offers skill building topics such as budgeting, parenting, personal growth, and responsible decision making.
  - (6) Relapse Prevention: Designed to assist the service recipient in developing skills to recognize early signs that may lead to relapse and to develop methods to counteract these triggers.
  - (7) Recidivism Prevention: Designed to assist the service recipient in increasing knowledge and developing skills to identify and implement practices that significantly reduces the risk or likelihood for reincarceration.
- v. The Grantee shall inform, encourage, and provide or effectively connect as appropriate, service recipients with Individual Placement and Support/Supported Employment (IPS/SE), Certified Peer Recovery Support (CPRS), or SSI/SSDI, Outreach, Access and Recovery (SOAR) services in the local community. The term

“as appropriate”, for the purposes of A.6.u., refers to a given service recipient’s choice whether to participate in the identified service(s), and the service recipient’s potential benefit from participating in the identified service(s) towards their resiliency, recovery and/or independence in the community.

- w. The Grantee shall inform, encourage, and provide or effectively connect as appropriate, service recipients with Individual Placement and Support/Supported Employment (IPS/SE), Certified Peer Recovery Support (CPRS), or SSI/SSDI, Outreach, Access and Recovery (SOAR) services in the local community. The term “as appropriate”, for the purposes of A.6.u., refers to a given service recipient’s choice whether to participate in the identified service(s), and the service recipient’s potential benefit from participating in the identified service(s) towards their resiliency, recovery and/or independence in the community.
- x. The Grantee shall encourage service recipients to engage in planning and preparation of meals, housekeeping duties, laundry and other matters that constitute activities of daily living to promote the development or enhancement of independent living skills. Documentation reflecting these efforts shall be maintained and made available upon request of the State.
- y. The Grantee shall make known to all service recipients current, available, and accessible community resources to encourage and foster successful community integration, healthy interpersonal relationships and positive social networking. Such community resources may include, but are not limited to, employment opportunities, local social events and activities, primary healthcare, mental and physical wellness, grocery and retail stores, recreational facilities, worship services, banks, etc. Documentation verifying routine provision of this information to service recipients, and the number of times each service recipient engaged in a community resource each month, shall be maintained and made available upon request of the State.
- z. The Grantee shall ensure personnel or staff members contributing to the provision of services for this program and its service recipients are appropriately trained in the following areas with updates a minimum of one (1) time per state fiscal year except CPR which must remain current and completed once every two (2) years. Each new employee or staff member in their first three (3) months of employment must complete all required training. Upon request of the State, the Grantee shall provide documentation showing the time; location; and person delivering the training for each of the program staff members/personnel:
  - (1) Philosophy of supportive housing;
  - (2) Teaching interpersonal and living skills (such as Motivational Interviewing, budgeting skills, and other such skills);
  - (3) Trauma-informed principles and practices;
  - (4) Cardiopulmonary Resuscitation (CPR);
  - (5) De-escalation Training;
  - (6) Consumer rights;
  - (7) Cultural diversity, awareness and sensitivity;

- (8) Suicide Prevention; and
- (9) Effective Communication.

A.7. Process:

- a. The Grantee shall establish and maintain licensed RRHP facilities. The facility and services supported by this Grant Contract must meet and comply with applicable codes, zoning, and State licensure requirements, including the Adult Supportive Residential Facility license.
- b. The Grantee shall provide on-site psychiatric services by a physician or nurse practitioner for service recipients served in this RRHP facility. Services are to be provided at least every two (2) weeks and more frequently if needed.
- c. The Grantee shall provide case management services, with case manager(s) specifically dedicated to this program.
- d. The Grantee shall provide a schedule of treatment, skills training, or leisure activities, with such activities occurring both at the RRHP facility and in the community. The schedule for the RRHP facility shall provide for daily activities.
- e. The Grantee shall conduct service coordination meetings of RRHP facility staff, case management staff, and mental health treatment staff or supervisory staff as needed. Service coordination meetings shall occur at least every two (2) weeks at the RRHP facility with more frequent meetings if needed.
- f. The Grantee shall ensure the service recipient's right to self-determination (person-centered approach) is respected and encouraged in the delivery of Residential Reentry Housing program services.
- g. The Grantee shall document the initial discussion and subsequent updates with the service recipient to develop a plan for supportive services tailored to the individual service recipient's needs and shall document the related support services the service recipient received. The Grantee shall ensure each service recipient is directly involved in the development of their respective Support Services Plan:
  - (1) The Support Services Plan shall identify and document the service recipient's goals in the following areas as needed: recovery, health and wellness, daily living skills, community engagement, interpersonal skills, education, and financial management. The Support Services Plan shall outline objectives for each identified goal, as well as the support services required to assist the service recipient's achievement of the identified goals;
  - (2) The Support Services Plan shall detail the frequency of the support services that will be required and shall indicate how they will be made available and accessible to the service recipient. Grantees may access the services of providers other than the Grantee to further fulfill support services delivery. Collaborative partnerships with other community services providers, mental health services providers, faith-based community services providers, local HUD Continua of Care and other quality community organizations are highly encouraged and expected;
  - (3) At a frequency no less than monthly, the Grantee shall track and maintain documentation of progress toward achievement of the Support Services Plan for each service recipient. These Support Services progress notes should include the support services provided; the source of each support service provided; the



date(s) each support service was provided; and any relevant detail highlighting the outcome.

- (4) The Grantee shall review, in tandem with the respective service recipient, the Support Services Plan for each service recipient at a frequency no less than every six (6) months to review progress and discuss potential adjustments to the plan as needed to help ensure achievement of identified goals. Documentation of all amendments to the goals and/or objectives of the Support Services Plan shall be retained in the service recipient's file; and
  - (5) Each service recipient's Support Services Plan and respective progress notes shall be made available upon request of the State.
- h. The Grantee shall accumulate and maintain documentation at Grantee's offices necessary to demonstrate the terms of this Scope of Service are met and make such documentation available for on-site or secure electronic review when requested by the State.
  - i. The Grantee shall request that each service recipient completes one (1) State-approved satisfaction survey, or survey prescribed by the State, by the end of each year, and at the time of the end of their residential stay at the Supportive Recovery Housing facility. Copies of these completed satisfaction surveys shall be maintained for at least two (2) years and shall be made available upon request of the State. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract as specifically indicated herein.
  - j. The Grantee shall maintain records to document Residential Reentry Housing activities and submit monthly reports detailing intake, occupancy status (including vacancies), discharges and supportive services delivery using report guidelines provided by the State. The monthly occupancy status reports shall be submitted to the State (via email) by the fifteenth (15<sup>th</sup>) of the month following the end of each month being reported. Monthly reports shall be completed and submitted prior to or at the time of submission of the monthly invoice. The year-end deadline for submission of all programmatic reports is the fifteenth (15<sup>th</sup>) of the month following the last month of the fiscal year (specifically, July 15<sup>th</sup>). Failure to submit these reports within the specified time frame could result in delay in reimbursement until the Grantee complies with this requirement. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Grant Contract as specifically indicated herein.

A.8. Outcome – Access:

- a. Housing opportunities and support services described in A.6., A.7., and Attachment 3 shall be available to service recipients as described in A.4.
- b. Housing facility/facilities identified in A.6.a. and Attachment 3 shall be listed on the Housing Within Reach search database (URL: <https://recoverywithinreach.org/housing/>), as indicated in A.6.j.

A.9. Outcome – Capacity:

- a. The Grantee shall provide permanent housing opportunities and support services for a number of eligible service recipients no less than the total bed capacity of the Grantee's respective residential site(s) as indicated in A.6.a. and identified in Attachment 3 and reflected in monthly occupancy status reports.

- b. All residential vacancies in the Grantee's residential site(s) referenced in A.6.a. and identified in Attachment 3 shall be filled within thirty (30) days of the date of vacancy.

A.10. Outcome – Effectiveness:

- a. Effectiveness of providing quality, safe and affordable permanent housing options and recovery support services under this Grant Contract is defined as achieving each of the following measures related to the four recovery dimensions identified in Section A.5.:
  - i. Health: One hundred percent (100%) of service recipients shall be encouraged to access and participate in one or more residential support services made available. Service recipients shall participate in clinical services as advised by mental health professionals, licensed healthcare professionals, and/or certified healthcare professionals. Grantee shall ensure service recipients participate in at least seventy-five percent (75%) of their clinical service-related appointments each fiscal year. Verification of this measure will be tracked and accounted for in monthly data reports sent to the State.
  - ii. Home: Completed satisfaction surveys reflect at least an overall seventy-five percent (75%) satisfaction rate.
  - iii. Purpose: One hundred percent (100%) of service recipients shall be informed of, encouraged to enroll or participate in, or actually enroll or participate in IPS/SE, CPRS, SOAR, or other services and resources that facilitate opportunities for increased resiliency and independence.
  - iv. Community: One hundred percent (100%) of service recipients shall actively participate in at least 1 community engagement activity per month, or an average of 12 engagement activities per year, to encourage and foster successful community integration, healthy interpersonal relationships and positive social networking, as described in A.6.y.
- b. Service recipients shall experience reduced recidivism since starting RRHP housing and services. The percent of service recipients exiting RRHP housing and services due to recidivism shall be less than the percent of total service recipients exiting RRHP housing services.