



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)

To Provide U.S. Department of Housing and
Urban Development (HUD) Continuum of Care
Homeless Housing

RFP #1524VF

June 5, 2015

**Michael Ranney, CRC-R, LMHC, Commissioner
Department of Mental Health
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

**ERIE COUNTY DEPARTMENT OF MENTAL HEALTH
RFP #1524VF**

AGENCY COVER SHEET FORM - APPLICANT INFORMATION

**Please refer to the instructions within the RFP for completing Appendix B
(This is to be the top sheet for the entire application package.)**

| | |
|------------------------------|--|
| Organization Name | |
| Mailing Address | |
| Primary RFP Contact | |
| Alternate RFP Contact | |
| Leadership | |

Chief Executive Officer Signature (as identified above)

date

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)

RFP# 1524VF
TO PROVIDE HUD Continuum of Care Homeless Housing

Grant funding RFP submission is intended to be applied to (check all that apply. Grants are defined on page 6 of this RFP.):

CoC I

CoC II

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified recipients and/or sub-recipients of U.S. Department of Housing and Urban Development (HUD) funded Continuum of Care (CoC) homeless program dollars interested in serving as a sub-recipient of the Erie County Department of Mental Health HUD funded Continuum of Care Programs. Proposers interested in serving as a sub-recipient are invited to respond to this request. Those not-for-profit 501(c)3 agencies who currently receive the above described funding are eligible to apply for this Request for Proposal.

The target population is defined as individuals, age eighteen (18) and over, who have a serious mental illness as defined by the New York State Office of Mental Health and Homeless per HUD regulations: *Individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution; Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.*

It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs.

In the case where an agency is not currently a contracted agency with ECDMH, an attestation regarding the receipt of HUD funding for CoC homeless programs serving the mentally ill as well as the most recent HUD site visit report that has been received from HUD will need to be included in the submission.

This RFP will assist ECDMH in addressing a set of recommendations from a recent HUD site visit such as: having a sub-recipient agreement at time of contract, in formalizing the service delivery, data management, and quality across all CoC programs at ECDMH. In addition this RFP will streamline contracting and reimbursements by reducing the number of separate operational years in HUD funding.

HUD's priorities are concentrated on ending chronic homelessness and increasing employment for the CoC participants. Greater emphasis has been placed on these two areas during the past few cycles of HUD federal funding, as well in the local Continuum of Care competition which the Homeless Alliance of Western New York leads.

The primary goals of this RFP are to increase access to homeless housing and related services, facilitate recovery, and enhance the collaborative and integrative nature of services. Critical to these goals are services and collaborations that will support self-sufficiency, successful transition to sustainable community housing, and increased income for the target population. Presently, the average Length of Stay (LOS) for existing residents of Erie County Supportive Housing is approximately 2.4 years. It is the objective of this RFP to increase access through a reasonable reduction in LOS while also improving recovery oriented outcomes.

Although housing awarded through this RFP process is considered Permanent Housing, we encourage providers to work with individuals in collaboration with other community stakeholders to assist the individual, through a person-centered, empowered, and recovery based service milieu. Therefore, submissions should aim to clearly articulate how the services provided under this RFP will strongly align with such a culture and affect these outcomes by using evidence based/innovative approaches to service the target population. It is the intent of the Department to work collaboratively and in a transparent and data driven manner with each provider to continually explore avenues for improvement. The learning community will commence shortly after implementation of the awarded contracts.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP: June 5, 2015

Questions submitted by: June 19, 2015 Question must be submitted to:

Susan.Carson @erie.gov with subject title

RFP: #1524VF

Q & A conference call: June 26, 2015 from 10-11:30am
Call in number is 716-858-2111 code: 23456
20 line capacity, please share phones at agencies to assure all have access

Proposals Due: July 17, 2015 by 3:00pm at ECDMH

Selection Made: Approximately Thirty (30) days following due date

Award Date: Dependent on County Legislature Schedule

Contract Signed: Following all necessary County approvals

Start Date: CoC I- 1/1/2016
CoC II- 2/1/2016

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Proposals shall be limited to Fifteen (15) pages.
2. One (1) original and five (5) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Michael R. Ranney, CRC-R, LMHC,
Commissioner
Erie County Department of Mental Health
95 Franklin St. Rm. 1202
Buffalo, NY 14202

All proposals must be delivered to the above office on or before July 17, 2015 at 3:00 P.M. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to Susan Carson at Susan.carson@erie.gov no later than 3 PM on June 19, 2015. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY.
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally,

no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.
9. The most recent two (2) years of Fiscal Audits, management letters, and related corrective actions must be included in the RFP packet. If a current contract is in place with ECDMH, please confirm with your contract manager that the past 2 years of same are indeed filed with ECDMH. If so, this requirement will be waived.

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

This RFP is being issued for the provision of HUD funded Continuum of Care homeless housing.

The Continuum of Care (CoC) Program is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

The Erie County Department of Mental Health (ECDMH) has consolidated a number of former SHP and Shelter Plus Care grants into two large grants. The consolidations and grant awards are as follows:

CoC I- S+C (Shelter Plus Care) I, II-III, IV and V

HUD Funding:\$1,970,814

OMH (ECDMH) Match: \$833,379

Operating year : 1/1/16-12/31/16

Number of contracted beds: 241

CoC II- SHP (Supportive Housing Program) I,III,V,VI,VII, and VIII

HUD Funding: \$2,210,406

OMH (ECDMH) Match: \$281,080

Operating year: 2/1/16-1/31/17

Number of contracted beds: 184

ECDMH intends to make 4-6 awards from this RFP. ECDMH reserves the right to decide the total number of awards.

Providers should propose the maximum number of beds that they feel they can effectively manage. Each submission for this RFP should be for no less than sixty (60) beds.

ECDMH reserves the right to award successful applicant(s) fewer or greater beds than the applicant(s) specifies. Bonus points will be given in the narrative section for submissions that demonstrate through data, the ability and intent to serve greater than the contracted number of beds and minimizing unexpended funds.

ECDMH requires that referrals come through the Erie County Department of Mental Health Single Point of Access (SPOA). The SPOA process includes use of the Single Point of Access SPOA MIS system for receipt of referrals for the CoC programs. This referral system is electronic and accessible through the internet. A verified username and password is necessary for access to the system to maintain HIPPA compliance. This process will be explained upon award of funding. Referrals for these programs will not be sent directly to a provider from a referral source.

The chronically homeless with a serious mental illness will have priority access to all CoC beds. In the event there is not a chronically homeless referral available to be sent on to a sub recipient, homeless referrals will be forwarded based on overall risk factors such as: Inpatient Behavioral Health or Medical Hospitalizations, Behavioral Health or Medical ER visits, Arrests, Harm to self or others, and episodes of homelessness within the past year. The Erie County Department of Mental Health may address other risk factors as they see fit.

A no decline/Housing First approach is required to be used if awarded funding for the CoC programs. Housing case managers are expected to have a 30:1 ratio. Admission to the program should be immediate and with no barriers such as; treatment or medication compliance and drug or alcohol use. ECDMH expects individuals to be screened and housed, at least in a suitable and safe temporary setting other than the streets or a shelter, within 72 hours of receipt of a referral. It is expected that applicants provide a policy and procedure related to the no/decline/Housing First approach.

Once admitted to the program, a person-centered service plan should be written with the consumer's input to address the needs to maintain stable housing and updated on a quarterly basis; service plans should be updated more frequently if, for example, there is a significant change in the individual's needs. The plan will be re-written with the consumer's input on a yearly basis. There will be a **minimum** of two (2) contacts with individuals monthly. At least one of these visits will be face to face in the consumer's apartment.

All referrals will be verified by ECDMH at time of referral for HUD eligibility for the CoC program. It will be the responsibility of the sub-recipient to assure HUD eligibility at time of admission to the program and maintain these records in accordance with HUD CoC regulations. More information on recordkeeping can be found at the web address below.

https://www.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf

Sub-recipients must claim program expenses and matching funds in accordance with eligible activities provided in HUD regulations as follows.

Rental Assistance (Both CoC I and CoC II)

The funded programs will be Tenant-based rental assistance. This is rental assistance in which program participants choose housing of an appropriate size in which to reside.

Grant funds may be used for security deposits in an amount not to exceed 2 months of rent. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.

Resident rent must be calculated according to HUD regulations. ECDMH does provide an Excel formatted calculation tool for this purpose

Supportive Services (CoC II only)

Grant funds may be used to pay the eligible costs of supportive services that address the special needs of the program participants. These include:

- Annual Assessment of Service Needs
- Reasonable one-time moving costs
- The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s)
- Employment assistance and Job training
- Education services
- Outreach services
- Transportation
- Utility Deposits

Administration Costs (Both CoC I and CoC II)

- Salaries, wages, and related costs of the recipient's staff, the staff of sub recipients, or other staff engaged in program administration.

Matching requirements

ECDMH will provide a large portion of the required 25 percent cash match through OMH state aid to successful applicants to this RFP. The awardee is expected to make up the difference through in kind services to achieve the 25 percent requirement. In general, the recipient or subrecipient must match all grant funds, except for leasing funds, with no less than 25 percent of funds or in-kind contributions from other sources. For Continuum of Care geographic areas in which there is more than one grant agreement, the 25 percent match must be provided on a grant-by-grant basis. Cash match must be used for the costs of activities that are eligible A recipient or subrecipient may use funds from any source, including any other federal sources (excluding Continuum of Care program funds), as well as State, local, and private sources, provided that funds from the source are not statutorily prohibited to be used as a match. The recipient must ensure that any funds used to satisfy the matching requirements of this section are eligible under

the laws governing the funds in order to be used as matching funds for a grant awarded under this program.

In-kind contributions

The recipient or subrecipient may use the value of any real property, equipment, goods, or services contributed to the project as match, provided that if the recipient or subrecipient had to pay for them with grant funds, the costs would have been eligible. Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market. (i) The MOU must establish the unconditional commitment, except for selection to receive a grant, by the third party to provide the services, the specific service to be provided, the profession of the persons providing the service, and the hourly cost of the service to be provided. (ii) During the term of the grant, the recipient or subrecipient must keep and make available, for inspection, records documenting the service hours provided.

More information can be found on eligible costs can be found at the web address below.

https://www.hudexchange.info/resources/documents/CoCProgramInterimRule_FormattedVersion.pdf

Increasing employment is a focus of the HUD funded CoC programs. Employment is defined as any legal means of work in which the individual receives a paycheck.

All Sub-recipients will be required to enter universal data standards into the Buffalo Area Services Network (BAS-net). BAS-net is maintained by the Homeless Alliance of Western New York and use is required by HUD regulations. In addition, demographic information for all consumers will be entered into the Child and Adult Integrated Reporting Systems (CAIRS), a data base maintained by The New York State Office of Mental Health. All information should be entered in full immediately upon receipt, but no later than 1 week after receipt.

Awardees will be required to utilize the Erie County Program and Contract Management System (PCMS) for Outcome reporting on a quarterly basis.

Narrative Responses:

- 1.No decline/Housing First/appeal process. *Please give specific detail regarding the screening/admission process, process to ensure eligibility at admission, and meeting fidelity to Housing First. Please include historical references and/or data regarding working with the hard to serve, time from referral receipt to placement, average length*

of stay. Please provide a clear description on how you intend to screen and house, at least in a suitable and safe temporary setting other than the streets or a shelter, within 72 hours of receipt of a referral. Provide data for each of last 3 years that illustrates what percentage of all referrals for which you have historically met this milestone. In addition, plans to improve this area from current practice if benchmarks afore mentioned are not being achieved.

2. *Service Planning/provision and coordination with Health Homes. Describe how services are focused, person centered, empowering. Describe present process, status, and documentation of collaboration/coordination with Health Homes. Describe experience collaborating with other service providers/natural supports to support consumer's goals. Clearly articulate how service planning will support consumer empowerment and recovery oriented goals that are consistent with the intentions of this RFP as described earlier. Describe how you will identify and utilize other community resources in services planning to help support goal achievement.*
3. *Increasing employment/employability of the target population through use of a quality improvement process. A minimum of 20% of program participants will have legal employment which is defined by receiving a paycheck during the reporting period. Describe how employment will be increased for the target population. Clearly describe how the support services funded within this RFP and how specific collaborations will be integrated in support of achieving this contracted outcome. If you intend to utilize a best practice to achieve this outcome please describe the practice and provide a citation. Providing a letter of support and/or MOU that details how a community resource has agreed to collaborate to support this outcome will be viewed favorable during the review and scoring process. Please include the past 3 years data your agency has on employment (percentage employed, average income, length of employment, etc.)*
4. *Decreasing average length of stay. Describe how your program will successfully transition individuals to permanent housing without CoC assistance. Include past 3 years data on length of stay, percentages of discharges who: successfully graduated (in not CoC funded independent housing), moved to higher level of care (supervised housing, assisted living, etc.), went to institution (hospital, jail, prison, inpatient CD, voluntarily left/lost to contact, conflict with agency rules, other (explain). Please clearly indicate what your projected LOS will be for those able to successfully transition to non CoC funded independent housing and the % of all admissions able to do so. Please describe how you will be able to do so.*
5. *QI/UM –history exceeding outcomes and plan for underachieving outcomes. Describe in detail a QI initiative regarding housing at your agency; what it addressed, how it was implemented, what were the results, what was learned. Describe and give data*

regarding data quality and integrity. Describe how the timelines for data entry will be achieved. Describe plan for community learning and ongoing knowledge growth.

6. Transfer of cases between agencies. *There will be instances where an agency will not receive continued HUD funding through ECDMH for the beds contracted prior to the start of the operational years for this RFP. Please describe in detail the process and related milestones of how existing cases will be transferred between agencies so that at the time the contract begins this process has been completed, with minimal impact to the consumers. Also, please clearly describe the plan for bring new staff on board. At a minimum, eligibility documentation (diagnosis verification, Homeless verification, Income Verification), as well as the rental stipend worksheet and lease should be conferred to ECDMH as well as a case summary. The timeframe of this should be within the month prior to the respective program's start date. To assist with the successful transition of beds, **ECDMH will provide 1x funding to support housing case managers at a maximum of \$3,750 and caseload ratio of 30:1 for the 30 days preceding the contracted start dates for the respective grants. This will fund the agency case management duties for the transition of cases to the agency from another prior to the operational start of the grant. ECDMH encourages agencies to explore with the agency that is decreasing the number of beds, the hiring of existing staff.***

7. Experience in managing utilization to minimize unexpended monies. *Describe in detail past experience and future plan to minimize the recapture of HUD fund. Include previous 3 years of utilization data e.g. number served vs. number contracted.*

8. Goals and Outcomes. *Please give 3 years of historical data for the following goals and outcomes. In addition, please provide 2 agency specific goals and outcomes you would propose for this RFP. Attach additional sheets as necessary*

| <i>Goal (Note: the % displayed is the intended contracted milestone)</i> | <i># participants achieving goal</i> | <i>Total # participants in program</i> | <i>% achieving goal</i> |
|--|--------------------------------------|--|-------------------------|
| <i>Individuals successfully discharged to permanent housing- 85%</i> | | | |

| | | | |
|---|--|--|--|
| <i>Individual legally employed- Minimum 20% of participants</i> | | | |
| <i>Individuals with Behavioral Health Admissions-less than 10%</i> | | | |
| <i>Individuals with Length of stay greater than 549 days, less than 75%</i> | | | |
| <i>Individuals housed at least in a temporary setting within 72 hours- greater than 90%</i> | | | |
| <i>Agency Goal 1</i> | | | |
| <i>Agency Goal 2</i> | | | |

9. Budget (please use excel form attachment A)

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;

- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;

- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience performing the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

The term of the contract shall be for a One (1) year period commencing 1/1, 2016 and terminating 12/31, 2016. The County in its sole discretion may terminate the contract prior to 12/31, 2016) for cause. The County in its sole discretion may extend the contract beyond its initial term for up to a five (5) additional one (1) year periods at the same prices and conditions.

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule “B”.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as

“works made for hire”, the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.]

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

- b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " *** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

SCHEDULE "A"

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

| |
|--|
| Grant funding RFP submission is intended to be applied to (check all that apply): <input type="checkbox"/> CoC I <input type="checkbox"/> CoC II |
|--|

Proposer Name

By: _____
Name and Title

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

County of Erie Standard Insurance Certificate



LAW-1 INS (Rev. 3/06)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

| | |
|---|--|
| I Insured Name _____ Address _____ Zip _____ Phone No. _____ | III Companies Affording Coverages A _____ B _____ C _____ D _____ |
| II Issuing Agency Name _____ Address _____ Zip _____ Phone No. _____ | |

IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

| Indicate Type of Insurance By Checking the Box | Policy Number | Effective Date & Expiration | Limits of Liability in Thousands | | |
|--|---------------|-----------------------------|---|------------|-----------|
| | | | Check the Box | Occurrence | Aggregate |
| Company Letter - from III above 1. General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard | | | <input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit | | |
| 2. Automobile Liability <input type="checkbox"/> Comprehensive Form OR <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned | | | <input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit | | |
| 3. Excess Liability <input type="checkbox"/> Umbrella Form OR <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both | | | Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____ | | |
| 4. Worker's Compensation & Employer's Liability Disability Benefits | | | Statutory Statutory | | |
| 5. Other <input type="checkbox"/> | | | | | |

V. County of Erie is included as an additional insured under the following Policy numbers:

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the insured, the issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

| | |
|---|--|
| VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 89 Delaware Avenue Suite # 300 Buffalo, NY 14202 716-858-2200 | Date Issued _____ Auth. Representative _____ Firm name & address _____ _____ _____ |
|---|--|

FOR COUNTY USE ONLY:

| | |
|---|-------|
| Name of County Dept. Requesting Certificate | _____ |
| Purchase Order or Contact Number | _____ |
| Vendor Insurance Classification | _____ |

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery or merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, Dept. of Law, Suite 300, 69 Delaware Ave., Buffalo, N.Y. 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. Executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to : County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

| Vendor Classification | A Construction and Maintenance | B Purchase or Lease of Merchandise or Equipment | C Professional Services | D Property Leased To Others Or Use Of Facilities Or Grounds | E Concession-Aires Services | F Livery Services | G All Purposes Public Entity Contracts |
|---|-----------------------------------|--|----------------------------------|--|----------------------------------|----------------------------------|---|
| Comp. Gen. Liab. | \$1,000,000 | \$500,000 CSL | \$500,000 CSL | \$1,000,000 | \$500,000 CSL | \$1,000,000 | \$500,000 CSL |
| - Prem. & OPS | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| - Prods. & Comp. OPS | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| - Independ. Contract. | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| - Contractual | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| - Broad Form P.D. | INCLUDE | Note: Comprehensive Form Not Required | | | | | See note below |
| - X.C.U. | | | | | | | |
| - Personal Injury | | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| - Liquor Law | | | | INCLUDE | see note below | | |
| - Host Liquor | | | | | | | INCLUDE |
| Auto Liab. | \$1,000,000 CSL | | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL |
| - Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| - Hired | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| - Non-Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Excess Umbrella Liab. | \$1,000,000 see note below | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 see note below |
| Worker's Compensation & Employers Liability | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | |
| Disability Benefits | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | |
| Professional Liab. | | | \$1,000,000 | | | | |
| Erie County To Be Named Add'l Insd. On | Gen. Liab., Auto Liab., & Excess | Broad Form Vendors May Be Required | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess |

* Construction contracts require excess Umbrella Liability limits of \$3,000,000.
 ** Snow removal contracts require evidence of broad form property damage.
 *** In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
 **** Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.
 V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.
 VI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

Appendix C- Scoring Rubric

| <u>SCOPE OF PROFESSIONAL SERVICES REQUIRED- NARRATIVE RESPONSES</u> | |
|--|--|
| Scoring Rubric | |
| No decline/housing first/appeal process. | <i>Please give specific detail regarding the screening/admission process, process to ensure eligibility at admission, and meeting the housing first requirement. Please include historical references and/or data regarding working with the hard to serve, time from referral receipt to placement, average length of stay. In addition, plans to improve this area from current practice if benchmarks afore mentioned are not being achieved. Describe any target populations that you would refuse admission and/or under what circumstances this would occur.</i> |
| Score | 0 = No response. |
| Weight 3x | 1 = The description does not provide a sense that the applicant fully understands the factors leading to the achievement of the stated outcomes. Description of screening and admission processes are vague. Description does not provide a sense the applicant understands the Housing First/no decline model. If any, data is minimal or vague. |
| Total Score | 5 = The description provides reasonable sense that the applicant fully understands the factors leading to the achievement of the stated outcomes. Description conveys knowledge of Housing First model, although one may not be presently implemented but there is a plan for implementation of one prior to commencement of services under the terms of this RFP. The description shows the agency has reasonable history in working with the hard to serve and placing them quickly in housing |
| | 10 = In addition to the positive characteristics referenced for a score of 5, the description shows a current use of a housing first model and no decline policy. There is demonstrated history of successfully quickly placing the hard to serve. |

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| <p>Service Planning/provision and coordination with Health Homes.</p> | <p><i>Describe how services are focused, person centered, empowering. Describe present process, status, and documentation of collaboration/coordination with Health Homes. Describe experience collaborating with other service providers/natural supports to support consumer’s goals. Clearly articulate how service planning will support consumer empowerment and recovery oriented goals that are consistent with the intentions of this RFP as described earlier. Describe how you will identify and utilize other community resources in services planning to help support goal achievement.</i></p> |
| <p>Score</p> <p>Weight 2x</p> | <p>0 = No response.</p> <p>1 = Description of services are lacking or vague. There is little or no evidence of collaboration with Health Homes and other community partners. There is little or no focus on person-centered practice, or empowerment.</p> <p>5 = Description includes thorough description of person –centered and empowering services to be offered. There is a general sense of collaboration with Health homes and other community partners. Community resources are identified to support goal achievement.</p> <p>10 = In addition to the positive characteristics for a score of 5, the description is detailed regarding the service delivery to recipients of program services and offers innovative, person-centered, empowering services. There is a demonstrated history of collaboration with Health Homes and other Community partners. Community resources are identified to support goal achievement, and a utilization method for these resources is clearly articulated.</p> |
| | |
| <p>Increasing employment/employability of the target population through use of a quality improvement process. A minimum of 20% of program participants will have legal employment which is defined by receiving paycheck during the reporting period.</p> | <p><i>Describe how employment will be increased for the target population. Please include the past 3 years data your agency has on employment (percentage employed, average income, length of employment, etc.). Clearly describe how the support services funded within this RFP and how specific collaborations will be integrated in support of achieving this contracted outcome. If you intend to utilize a best practice to achieve this outcome please describe the practice and provide a citation. Providing a letter of support and/or MOU that details how a community resource has agreed to collaborate to support this outcome will be viewed favorable during the review and scoring process. Describe your organizational culture, especially as it pertains to the service provided under the terms of this RFP, as it relates to value of employment.</i></p> |

| | |
|---|---|
| <p>Score</p> <p>Weight 2x</p> | <p>0 = No response.</p> <p>1 = Description of how the program will increase employment for the target population is lacking or vague with little or no historical evidence.</p> <p>5= The description provides a thorough specific plan to increase employment, and as part of this plan contains evidence that other community resources will be utilized to do so, but lacks historical data to support the plan. Little to no evidence of an organizational/service culture that directly and specifically supports employment of the target population described in this RFP.</p> <p>10= In addition to the positive characteristics for a score of 5 there is strong evidence, through data and/or evidence provided in the RFP of utilization of a best practice to support the agency’s plan. Part of this plan contains evidence that other community resources will be utilized to do so and described in such a way that there is confidence that these will be a truly integrated aspect of the service. Clear evidence is provided of an organizational/service culture that directly and specifically supports employment of the target population described in this RFP.</p> <p>Reviewer can add up to 2 bonus points if a strong letter of support and/or MOU exists from a community resource that will support goal achievement.</p> |
| | |
| <p>Decreasing average length of stay</p> | <p><i>Describe how your program will successfully transition individuals to permanent housing without CoC assistance. Include past 3 years data on length of stay, percentages of discharges who: successfully graduated (in non-CoC funded independent housing), moved to higher level of care (supervised housing, assisted living, etc.), went to institution (hospital, jail, prison, inpatient CD, voluntarily left/lost to contact, conflict with agency rules, other (explain). Please clearly indicate what your projected LOS will be for those able to successfully transition to non-CoC funded independent housing and the % of all admissions able to do so. Please describe how you will be able to do so.</i></p> |

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| <p>Score</p> <p>Weight 2x</p> | <p>0= No response</p> <p>1= The plan provided is vague; few if any measurable benchmarks are provided.</p> <p>5=Description clearly describes a reasonable plan for successful transition to permanent housing, there are timeframes and benchmarks associated with these activities. Organizational culture supports successfully transitioning individuals to non-CoC funded permanent housing.</p> <p>10= In addition to the positive characteristics for a score of 5, the description provides specific details how the program will successfully transition individuals to permanent housing and why this will have the desired outcome. Both projected LOS and % of individual transitioning to non-CoC funded housing are reasonable in respect to plan for successful transition. Plan is both person-centered, empowering and recovery focused. Provided data supports successful transition for CoC programs to non-CoC funded permanent Housing.</p> |
| | |
| <p>QI/UM –history exceeding outcomes and plan for underachieving outcomes.</p> | <p><i>Describe in detail a QI initiative regarding housing at your agency; what it addressed, how it was implemented, what were the results, what was learned. Describe and give data regarding data quality and integrity. Describe how the timelines for data entry will be achieved. Describe plan for community learning and ongoing knowledge growth.</i></p> |
| <p>Score</p> <p>Weight 1.5x</p> | <p>0= No response</p> <p>1= Description QI initiative is vague and lacking detail or outcome. Lacking plan for knowledge growths</p> <p>5=Description clearly details a QI plan, but lacks data for support. There is a plan for ongoing knowledge growth. There is a plan for maintaining data quality.</p> <p>10= In addition to the positive characteristics for a score of 5, the description provides strong historical data and details of the QI plan implemented and its success. There is a clear plan and demonstrated achievement in data quality and ongoing knowledge growth.</p> |
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| <p>Transfer of cases between agencies.</p> | <p><i>There will be instances where an agency will not receive continued HUD funding through ECDMH for the beds contracted prior to the start of the operational years for this RFP. Please describe in detail the process and related milestones of how existing cases will be transferred between agencies so that at the time the contract begins this process has been completed, with minimal impact to the consumers. At a minimum, eligibility documentation (diagnosis verification, Homeless verification, Income Verification), as well as the rental stipend worksheet and lease should be conferred to ECDMH as well as a case summary. The timeframe of this should be within the month prior to the respective program's start date.</i></p> |
| <p>Score Weight 2x</p> | <p>0 = No response 1 = The plan is lacking details and shows little or no collaboration 5 = The plan shows a reasonable and timely plan for the transfer of cases. 10 = In addition to the positive characteristics for a score of 5, the plan for the transfer of cases is detailed, speaks to the importance of timeliness and plan to consistently move forward accordingly and shows collaboration. The plan contains dated milestones that support and provide confidence that the transition will be fully and wholly completed within the timeframe stated above The plan shows little impact to services to the individual, but provides evidence that the transition will be done so with the utmost respect for the individual.</p> |
| | |
| <p>Experience in managing utilization to minimize unexpended monies.</p> | <p><i>Describe in detail past experience and future plan to minimize the recapture of HUD funds. Include previous 3 years of utilization data e.g. number served vs. number contracted.</i></p> |
| <p>Score Weight 2x</p> | <p>0 = No response 1 = Plan is vague, there is little detail on past experience minimizing recapture of HUD funds. 5 = Plan is reasonable to minimize recapture of HUD, however there is little or no evidence of such. 10 = In addition to the positive characteristics for a score of 5, the description and data shows the ability to minimize the recapture of HUD funds. Note: ECDMH reserves the right to review claims data to present to reviewers as part of the review process.</p> |
| | |
| <p>Goals and Outcomes</p> | <p><i>Please give 3 years of historical data for the following goals and outcomes. In addition, please provide 2 agency specific goals and outcomes you would propose for this RFP. Attach additional sheets as necessary</i></p> |

| | |
|-----------------------------|--|
| Score | 0 = No response |
| Weight 2x | 1 = The outcomes do not meet benchmarks in any category. 5 = The outcomes met benchmarks in some categories. Explanation of underachievement was vague and plan is lacking/insufficient for correction. The agency provided goals support the overarching goal of the RFP. 10 = In addition to that described above for 5 points, benchmarks were achieved in most categories. Explanation for underachievement were reasonable and there is a strong plan for correction. The agency provided goals are innovative and support the overarching goal of the RFP. |
| | |
| Budget | |
| Score | 0= No response |
| Weight 2x | 1= Budget detail is lacking descriptions 5= Budget detail adequately reflects the number of beds requested. 10= In addition to that described above for 5 points, the budget has full explanations of staff. Amounts are appropriate for the number of beds requested and minimizes unexpended funds |
| | |
| Total Score for RFP= | |

The results of possible agency interviews may be factored into such a qualitative evaluation.