

# *Ramsey County Human Services*

## **SOLICITATION OF AGREEMENTS**

### **Long-Term Homeless Group Residential Housing**

**Date Issued: April 1, 2007**

**Updated: June 23, 2010**

**This Solicitation Is Being Issued As  
A Ramsey County Human Services Pilot Project.  
Proposals may be submitted at any time until further notice.**

**This Request for Proposals will be periodically reviewed and updated.  
Check with Ramsey County Human Services and check current  
Minnesota Statutes before submitting any proposals.**

## I. Project Information

### A. Project Description

Group Residential Housing (GRH) Agreements with Ramsey County in facilities registered as Housing with Services as part of the State Plan to End Long-Term Homelessness.

### B. Project Limits

1. The GRH beds to be developed through this request for proposals must be in accordance with state laws and the rules of the Minnesota Department of Human Services (DHS) and will be subject to any changes made by the Minnesota Legislature in regard to the monthly reimbursement rate.
2. Please notify Ramsey County Community Human Services (RCCHS) about any potential project prior to writing and submitting any proposals as specific needs in Ramsey County, as well as state and local laws and regulations for GRH, may have changed (See item C below).
3. This project is subject to the provisions set forth in Minnesota Statutes section 144D.03, 144D.04, and 144D.025
4. Eligible facilities under this request for proposals are supportive housing projects funded in whole or in part with funds provided specifically as part of the State Plan to End Long-Term Homelessness. This funding may include capital from the Minnesota Housing Finance Agency for acquisition, new construction, or rehabilitation with one or more of the units dedicated to house persons experiencing long-term homelessness. The funding can also come in the form of rental subsidies from Minnesota Housing provided for long-term homeless persons or long-term homeless supportive services funding from DHS. An eligible facility that is willing to make available, either directly or through a service provider partner, two or more supportive services, as defined under MN Statute 144D<sup>1</sup>, may, “at its option, register with the Minnesota Department of Health (MDH) as Housing with Services.” Housing with Services registration will allow these establishments to be eligible to enter into a GRH Agreement with Ramsey County.
5. To be eligible for GRH payments, an individual must have county approval for residence in a GRH setting and be either: 1) aged, blind, or over 18 years of age and disabled according to the criteria used by the Social Security Insurance (SSI) program; or 2) meet a General Assistance (GA) category of eligibility.<sup>2</sup>

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<sup>1</sup> 144D.01 Subd. 5: **Supportive services.** “Supportive services” means help with personal laundry, handling or assisting with personal funds of residents, or arranging for medical services, health-related services, social services, or transportation to medical or social services appointments. Arranging for services does not include making referrals, assisting a resident in contacting a service provider of the resident’s choice, or contacting a service provider in an emergency.

<sup>2</sup> - Client meets the asset standard of the SSI Program;  
- Has income less than the monthly rate, after allowable deductions, specified in the county’s agreement with the GRH provider;

## **C. Ramsey County Human Services Department Contact**

Questions concerning this Request for Proposals (RFP) may be submitted in writing to Jim Anderson, Planning Specialist, RCCHS, Room 9500, 160 E. Kellogg Blvd., St. Paul, MN 55101 or by e-mail at: [jim.anderson@co.ramsey.mn.us](mailto:jim.anderson@co.ramsey.mn.us).

## **D. Other Contact Information**

1. For questions about the DHS, GRH Program, contact: Duane Elg at 651-431-3843.
2. For information and questions regarding GRH Ending Long-Term Homelessness registration requirements: MDH, Licensing and Certification Program at 651-201-4101 or on the web at: <http://www.health.state.mn.us/divs/fpc/profinfo/lic/lichws.htm>

## **II. Scope of Services**

### **A. General**

Under legislation passed in 2005, a housing facility which agrees to provide two or more supportive services as defined by MN Statutes (see supportive services definition on previous page), developed and funded in whole or in part with funds provided specifically as part of the plan to end long-term homelessness, may voluntarily register with MDH as Housing With Services. This registration enables the facility to enter into an agreement with Ramsey County for GRH payments.

A GRH Agreement with a county would allow residents eligible for GRH to receive rent support of up to \$846 per month for the current state fiscal year. This payment would be paid on their behalf to their supportive housing provider.

State statute also permits people leaving certain facilities in Ramsey County to continue to qualify for a supplemental wrap-around service rate if they are moving into a building eligible for and registered with the Minnesota Department of Health as Housing with Services. For more detail on eligibility for this supplemental service rate, contact Jim Anderson, (651) 266-4116 or [jim.anderson@co.ramsey.mn.us](mailto:jim.anderson@co.ramsey.mn.us).

The provider must agree to participate fully in a process for evaluating facilities and any services provided as determined by RCCHS.

No resident shall be discriminated against in admission, termination, or the provision of services on the basis of race, creed, color, national origin, religion, gender, sexual orientation, public assistance status, marital status, or physical handicap. The admission of physically handicapped individuals may be limited only by the physical facility's limitations and/or the individual's ability to function independently.

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- Meets a General Assistance category of eligibility and has countable income under the General Assistance program, minus the Medical Assistance personal needs allowance, that is less than the monthly rate specified in the county agency's agreement with the Group Residential Housing provider.

Funding for the services in this request for proposal will be authorized by RCCHS on the basis of an individual client's eligibility in applicable Minnesota statutes and rules, and currently eligible for GA and/or Minnesota Supplemental Aid (MSA). The source of the funding will be the DHS GRH Fund.

The amount of funding per client will be based on a per diem rate and a monthly rate established by a negotiated rate setting agreement between the service provider and RCCHS. The per diem rate and a monthly rate will be limited by those set forth in Minnesota statutes.

Maximum rates of reimbursement will be determined by statutory restrictions of the GRH Program as administered by DHS. The current MSA base rate is \$846 per month or \$27.81 per day.

In addition to the base rate paid to the facility for room & board, each person in the GRH Program will receive a personal needs, clothing allowance, and prescription medication co-pays currently \$89 per month.

Persons eligible for GRH under this request for proposal may also apply for food support through the county.

### **III. Evaluation and Selections**

#### **A. Timetable**

This is a standing RFP. Proposals will be received at any time from eligible providers.

A panel will review proposals within the month following submission. Any recommended selection of a vendor for a contract will be forwarded to the Ramsey County Board of Commissioners for final approval.

Please submit one (1) original and two (2) copies of a written proposal to Jim Anderson, Planning Specialist, RCCHS, Room 9500, 160 E. Kellogg Blvd., St. Paul, MN 55101. Faxed and/or emailed copies will not be accepted.

The original copy of the proposal must be signed by the officer who will be accountable for all representations. Unsigned proposals may be considered invalid.

#### **B. Valid Proposal**

In order to be considered a valid proposal, the following requirements must be met:

##### **1. Written Proposal Contents:**

- a) Complete the Vendor Fact Sheet (Attachment A). Name, address, telephone number and key contact person for the project must be included.
- b) Provide a brief history and description of your organization, noting current and past experience relevant to the delivery of service. Describe how strategies and delivery of service will be inclusive of client characteristics (i.e. homelessness, physical, medical, psychiatric, and chemical health needs), communities of color, and non-English speaking persons.
- c) If this is a collaborative proposal between the owners of an apartment building registered as Housing With Services and a service provider organization, provide a copy of the agreement that defines that relationship, and include the relevant current and past experience of the service provider organization.
- d) Provide an organizational chart, which clearly depicts the lines of authority within your agency(ies) and identify where staff related to this service will be assigned and how they will work together.
- e) Describe the financial stability of your organization.
- f) Provide a detailed outline of the service you plan to establish and the services offered.

**Also Include:**

1. The service philosophy and values of your agency.
2. The number and gender of individuals you wish to serve.
3. Describe who on your staff will carry out any service activities at your facility.
4. A list of any partner agencies that will participate in the delivery of services. Describe your relationship with these agencies in the areas of funding, planning, and service delivery.

- g) Describe how the benefits of this service will be measured. (Final evaluation standards will be established by RCCHS.)
- h) Provide a detailed line item budget showing total expenses. Include a narrative describing the line item budget.
- i) List and identify all revenues for the program services.
- j) Depreciation: It is assumed that the vendor will be responsible for compliance with all IRS rules and regulations for capital/facility and or equipment depreciation. The provider will be responsible for providing a depreciation schedule to the County.
- k) Audits: An audit will not be necessary for submitting a proposal related to this request for proposals. The GRH Program is state funded and annual audits for the County are not required at this time. Audits may be required at some time in the future depending upon any related state, federal, or Ramsey County policy changes.

The Ramsey County Board of County Commissioners adopted a policy on March 23, 2004 related to audit requirements for Purchase of Service agreements. The policy requires that Purchase of Service agreements with an annual individual or cumulative amount equal to the amount set forth in Federal OMB Circular A-133 for programs or services, of federal or local dollars, shall include a provision requiring that an annual certified audit be furnished to the County, within 180 days of the end of the agency's fiscal year. Effective 1-1-04 the federal threshold was raised to \$500,000. The audit requirement is not mandatory for other governmental agencies such as cities, the state of Minnesota or the federal government. The \$500,000 amount will apply only to federal and local funding that flows through the county to contracted vendors and excludes state grant funding and Medical Assistance (MA) revenue.

## **2. Withdrawal of Proposal/Changes**

A proposal may be withdrawn upon receipt of a written request from the Proposer. Negligence of the Proposer in preparing this proposal confers no right to withdraw the proposal after the proposal due date. Prior to proposal due date, changes may be made, provided the change is initialed by the Proposer or the Proposer's agent. If the intent of the Proposer is not clearly identifiable, the interpretation most advantageous to the County will prevail. Once submitted, a proposal becomes public property and will not be returned.

### **3. Security Information**

If a proposal contains any “security information”, “trade secret information” or “labor relations” information as describe in Minnesota Statutes 13.37, Subd 1 that the Proposer does not want disclosed to the public or used for any purpose other than the evaluation of its offer, all such information must be indicated with the following statement:

*“The following information contained on pages, ....., is non public trade secret information. Definition is found in (13.37 Subd 1d)”*

### **C. Evaluation and Vendor Selection**

Ramsey County reserves the right to reject any and all proposals. The County reserves the right to accept other than the lowest cost proposal. If clarifications are needed, the County reserves the right to notify the Proposer in writing. The County reserves the right to interview any or all Proposers at its discretion.

A panel of RCCHS staff and community members will review and score proposals.

Successful vendors must meet the following criteria:

1. Proposal clearly identifies an eligible facility that is registered with MDH as “Housing with Services” as it relates to the State Plan to End Long-Term Homelessness.
2. Proposal clearly describes the services that will be provided to all eligible clients in this facility and the organization responsible for the delivery of services. If the service provider is not the owner of the facility, the agreement between the owner and the service provider is included with the proposal.
3. Proposal identifies administrative and other staff experience and community resource knowledge pertinent to the service design and client characteristics, including homelessness, physical, medical, psychiatric, and chemical health needs, and specific strategies for delivering services to communities of color and non-English speaking persons.
4. Proposal identifies the agency’s financial stability and solvency.

### **D. Contract Award**

1. A contract will be executed between the successful Proposer(s) and Ramsey County. The contract will include the terms set forth in the Proposer’s proposal.
2. The County reserves the right to waive minor irregularities in the proposal request process.

## IV. Conditions

### A. Special Conditions

The Proposer, by submitting a proposal, agrees to the following special conditions:

1. **Cost of Proposal.** Ramsey County will not be responsible for any costs incurred by Proposers in preparing proposals, including those not accepted.
2. **Independent Price Determination.** Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other Proposers or competitors or take any other action, which will restrict competition. Evidence of such activity will result in rejections of the proposal. Joint proposals may be submitted upon prior approval by the County, or when noted as desirable within the request for proposals.
3. **Reimbursement/Payment.** Monthly payments will be on a fee for service basis made on an individual's behalf for group residential housing. Payments are contingent on verification activities as determined by the RCCHS and DHS.
4. **Contingencies.** Funds are available subject to the Federal, State or Local sources appropriating funds for this service.
5. **Cancellation.** The County reserves the right to cancel this RFP at any time and shall not be liable for any expenses incurred by any entity irrespective of whether a proposal was submitted or not.
6. **Non-Conforming Services.** The acceptance by the County of any non-conforming services under the terms of the development of a contract or the foregoing by the County of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this agreement. The rights and remedies of the County provided or referred to under the terms of a contract are cumulative and not mutually exclusive.
7. **Set off.** Notwithstanding any provision of this agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor. The County may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damaged due to the County from the Contractor is determined.
8. **Conflict of Interest.** The Proposer affirms that, to the best of their knowledge, this proposal does not present a conflict of interest with any party or entity, which may be affected by the terms of a forthcoming contract. The Proposer agrees that, should any conflict or potential conflict of interest become known, they will immediately notify the County of the

conflict or potential conflict, and will advise the County whether they will or will not resign from the other engagement or representation.

9. **Subcontractor Payment.** The Proposer shall plan to pay any subcontractor within ten days of the contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Proposer shall pay interest of 1 ½ percent per month or any part of a month to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Proposer shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action will be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
10. **Insurance coverage.** Selected vendors will be responsible for obtaining and maintaining all necessary insurance, as required by Ramsey County Risk Management.
11. **Terms.** This RFP, the proposals and any exhibits shall be in force and effective from the agreed upon program start-up through the established contract renewal date.
12. **Entire Agreement.** The written contract, the RFP, the proposals, and any exhibits shall constitute the entire agreement between parties and shall supercede all prior oral or written negotiations.

**Attachment A**

**VENDOR FACT SHEET**

Legal Name: (As registered with Secretary of State)

\_\_\_\_\_

Doing Business As:

\_\_\_\_\_

Service Site (if other than Corporate Headquarters): \_\_\_\_\_

\_\_\_\_\_

Corporate Headquarter Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Corporation type: \_\_\_\_\_ Profit \_\_\_\_\_ Non-Profit \_\_\_\_\_ Public  
\_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship

Federal Tax ID#: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Executive Director: \_\_\_\_\_ Telephone: \_\_\_\_\_

Program Director: \_\_\_\_\_ Telephone: \_\_\_\_\_

Accounting Contact & Title & Telephone: \_\_\_\_\_

List names of those with authority to sign billings and receive payments including name, title, and telephone number:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized signature: \_\_\_\_\_

If applicable: Licensed to do business by: \_\_\_\_\_  
(Please include copy of license.)