

Adult Protective Services (APS) Program
Provision of Community Guardianship Program (CGP)
EPIN: 06926P0015

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Basic Information

General Guidelines	- To respond to this RFX and all other Human/Client Services RFX’s, organizations must have a PASSPort account and have an Approved HHS Prequalification application in PASSPort. Proposals and prequalification applications will ONLY be accepted through PASSPort. If you do not have a PASSPort account or an approved HHS Prequalification Application in PASSPort, please visit www.nyc.gov/passport to get started. - Please allow sufficient time to complete and submit proposals, which include entering information, uploading documents, and entering log-in credentials. - Providers are responsible for the timely electronic submission of proposals. - Resources such as user guides and videos are listed on www.nyc.gov/passport. For more information about submitting a proposal through PASSPort system, please visit: www.nyc.gov/mocshelp.										
Anticipated Contract Term	The term for each contract will be three (3) years from 7/1/2027 – 6/30/2030 with one (1) option to renew for an additional three (3) years from 7/1/2030 – 6/30/2033.										
Anticipated Funding and Payment Structure	- Anticipated total maximum available funding: \$43,464,958.26 over the three (3) year contract term. - Anticipated annual funding for all awards: not to exceed \$14,488,319.42 annually. - Anticipated number of contracts: Four (4) - Payment Structure: It is anticipated that the payment structure of the contracts awarded under this RFX will be based on 100% line-item reimbursement. Competition Pools/Category & Caseload Breakdown Anticipated # of Contracts (by Competition Pool): APS requires an additional 10% of all cases below to be managed at no additional cost beyond the funded amounts. All categories of service below are Citywide. <table><tr><th>Competition Pool/Category</th><th>Target Focus</th><th>Number of Contracts</th><th>Annual Funding (Per Contract)</th><th>Target Caseload Citywide (Per Contract, 3-years)</th></tr><tr><td>Category 1</td><td>Behavioral Health (SMI,</td><td>2</td><td>\$3,521,096.04</td><td>~462 cases</td></tr></table>	Competition Pool/Category	Target Focus	Number of Contracts	Annual Funding (Per Contract)	Target Caseload Citywide (Per Contract, 3-years)	Category 1	Behavioral Health (SMI,	2	\$3,521,096.04	~462 cases
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Category 1	Behavioral Health (SMI,	2	\$3,521,096.04	~462 cases							

	crisis, housing)			
Category 2	Mixed Populatio n (Physical, cognitive, APS diverse mix)	1	\$4,687,173.30	~615 cases
Category 3	Geriatric / Dementia (Alzheim er's, age- related decline)	1	\$2,758,954.04	~362 cases
TOTAL		4	\$14,488,319.42 (Combined)	1,901 cases

- The amounts above do not include the 25 percent allowance. Such allowance shall be added after selection and during contract negotiation.
- An Indirect Cost Rate of 10% is included in the funding above.
- **Institutionalized Client Counting Rule:** Clients are counted as one-quarter (0.25) of a case starting 60 days post-admission to an institution. This fractional rate applies until they are discharged back to the community or discharged from guardianship.
- **Flexibility Clause:** APS reserves the absolute right to modify case distribution, assignment rules, regional focus, and the population mix during the contract term as necessary to meet shifting operational needs and client acuity levels.
- Provider may bid for more than one contract. Separate proposals are required for each category.
- HRA reserves the right to award contracts in a different manner if, in HRA's sole opinion, the apparent winning proposer(s) do not have the requisite capacity to

	manage the service area's cases effectively. In addition, HRA reserves the right to allow any resultant contractor to provide services in a different competition pool below if, in HRA's sole opinion, the resultant contractor has failed or is failing to perform services in an unsatisfactory manner.
Questions Regarding this RFX	• Questions regarding this RFX must be sent in writing to the Agency Contact Person. • Questions received prior to the Pre-Proposal Conference will be answered at the Conference. • Substantive information/responses to questions addressed at the Conference will be released in an addendum to the RFX to all organizations that are prequalified to propose to this RFX through PASSPort.
Subcontracting Information	• Subcontractors may be used with the Agency's prior approval. • All subcontractors must be fully approved by HRA prior to the start of any work. • While subcontracting is permitted, there must be one lead agency. Strong partnerships with complementary community organizations and businesses are strongly encouraged. • Requirements, as set forth in the Program Expectations and other sections of this RFX, apply equally to any proposed subcontractor(s). • All contractors and subcontractors shall be subject to HRA approval before expenses are incurred, and payments are made.

Proposal Documents		
Required Documents	Document Type	Description
	Proposal Cover Sheet	Completed Proposal Cover Sheet
	Key Staff Resumes	Resumes and/or Job Descriptions for Key Staff Positions.
	Organizational Chart	Program Organizational Chart, showing how the proposed services fit into the proposer's organization. If applying with a proposed subcontracted entity or as a consortium, the proposer must clearly show the proposed subcontract/consortium structure.
	Proposal Budget Summary	Provide the Excel Form and Complete Proposal Budget Summary Narrative in the Budget Management section of the Questionnaire.
	IRS Determination Letter [501(c) (3)]	Proof of non- profit organization status.
	Linkage Agreements	From organizations providing community service, health services, social services, sub-contractors and partners.
	Letters of Reference	Three (3) letters of reference from non-governmental entities are required.
	Annual Report	Financial Audit Report or Certified Financial Statement or letter stating why no report or financial statement is currently available. Submission of the most recently certified A-133 audit report is preferred.
	Staffing Plan	The proposer shall submit a staffing plan identifying the key management positions responsible for overseeing the program, including they key responsibilities and reporting relationships.

Document Format	Proposal documents must be in one of the following file formats: Word (.doc, .docx), PDF (.pdf), and Excel (.xls, .xlsx). If you need to combine documents, complete one of the following steps: ○ For Word documents: Cut and paste contents of all resumes into one Word document. ○ For PDF documents: Combine files into a single PDF. ○ For Printed documents: Scan the multiple documents into a single document.
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SECTION I: PROGRAM BACKGROUND

1.1 Program Overview

The New York City Adult Protective Services (APS) program is a crisis intervention program mandated by the New York State Office of Children and Family Services (OCFS) responsible for arranging services and support for adults at risk of harm due to physical and/or mental impairments. APS aims to mitigate risk through individualized service planning, enabling eligible New Yorkers to remain safe in their homes and communities.

When APS based interventions – and any protective arrangement that would not require a guardian – are no longer sufficient to protect a client's safety, Article 81 of New York State (NYS) Mental Hygiene Law authorizes the court to appoint a guardian with only those decision-making powers necessary to meet the individual's needs, making guardianship the less restrictive form of intervention measure under this Article 81. HRA administers the Community Guardianship Program (CGP) to carry out this court-ordered authority, and this RFX accordingly seeks qualified not-for-profit corporations to serve as CGP providers, delivering court-appointed guardianship services through a contractual agreement with HRA. Providers are responsible for making decisions and coordinating services related to the individual's personal needs, healthcare, housing, financial management, and overall well-being, consistent with the authority granted by the court.

1.2 Program Goals

The primary objectives of the enhanced CGP service model described herein are:

- Provide ethical, effective, and person-centered guardianship services that reduce the risk of abuse, neglect, self-neglect, and exploitation.
- Implement standardized practices, clear staffing qualifications, and rigorous documentation.
- Strengthen coordination among APS, healthcare systems, courts, housing providers, and community-based organizations.
- Promote autonomy and self-sufficiency using the least restrictive alternatives possible.

1.3 Target Population

The target population consists of adults aged 18 and older who:

- Are in need of a temporary guardian prior to being adjudicated incapacitated or a person who would need a guardianship as appointed by a court of competent jurisdiction; or,
- Have been adjudicated incapacitated or a person in need of a guardian by a court of competent jurisdiction; and,
- Are eligible for APS services and require a court-appointed guardian; and,
- Lacks appropriate family or friends willing or able to serve in a fiduciary capacity. or requires that a court-appointed guardian is needed for the best interest of the individual

Clients often present with high acuity and complex needs, including serious mental illness (SM1I), dementia, co-occurring substance use disorders, housing instability, and forensic-level financial vulnerability.

SECTION II: SCOPE OF SERVICES

The selected provider(s) shall deliver services in a trauma-informed, person-centered manner, incorporating the following components:

2.1 Comprehensive Assessment and Service Planning

Providers shall conduct multi-disciplinary assessments (i.e., medical, psychiatric, legal, and financial), incorporating collateral information from HRA/APS and healthcare providers. All assessments shall be documented and maintained in accordance with DSS/HRA retention requirements.

- Service Plans: Must prioritize harm-reduction, behavioral health coordination, and crisis planning. Service plans shall be reviewed no less than every six (6) months and updated whenever there is a significant change in the client's condition, circumstances, or service needs.
- Reassessment: Providers must monitor changes in decision-making capacity and, when indicated, facilitate the modification or discharge of guardianship.

2.2 Guardianship Case Management and Fiduciary Advocacy

Providers shall represent client interests across healthcare, housing, and legal systems.

- Exercise fiduciary duties with loyalty, prudence, diligence, and care consistent with Article 81 of NYS Mental Hygiene Law, avoiding conflicts of interest while managing all client assets (e.g., property, benefits, investments).
- Responsibilities include inventorying assets, maintaining budgets, paying liabilities (e.g., rent, utilities, taxes) on time, and securing and maintaining public benefits (Medicaid, SSA).
- Monitor for suspicious activity, scams, and undue influence; report suspected abuse to authorities.
- Providers shall maintain adequate internal controls to safeguard client assets and prevent fraud, waste, abuse, and conflicts of interest.

2.3 Medical and Behavioral Health Coordination

With the clients' best interest in mind, providers shall:

- Coordinate primary and specialty care, consent to/refuse treatment per court order, and manage home health or long-term care placements.
- Coordinate psychiatric evaluations, substance use treatment, and medication adherence; advocate during hospitalizations to ensure safe discharge.

- Providers shall maintain documented communication with medical, behavioral health, and long-term care providers sufficient to support informed decision-making and continuity of care.

2.4 Administrative Compliance and Data Systems

DSS/HRA One Viewer and Safeguard are two of the data systems referenced in this section. One Viewer is DSS/HRA's internal electronic document repository, used to upload, store, and retrieve client-related documents. Safeguard is HRA's community guardian program case management system, used to document and track case activities including discharge petition filing with court, as described below.

- At contract commencement, the provider shall demonstrate the technological capacity necessary to support DSS/HRA's paperless case management initiative, including the ability to upload and maintain all client-related documents within DSS/HRA One Viewer, an DSS/HRA-managed data system described above.
- Provider(s) shall use Safeguard as HRA's primary case management system along with any other HRA-designated system as applicable, to support administrative and court compliance. Safeguard use includes, but is not limited to:
 - Up to date clients' demographics (including SSI and living domiciled status)
 - Up to date interactions/mandated visits with clients and/or collaterals
 - Up to date risks and special needs
 - Services applied for/pending/implemented
 - Up to date court order information (including powers granted by the court, type of guardianship and guardianship duration)
 - Up to date housing and eviction module
 - Service plans (to be saved on DSS/HRA One Viewer)
 - Up to date other people module (people involved with the client)
 - Discharge request submission and up to date discharge status
 - Ensure full compliance with all court mandates, including timely submission of Initial, Annual, and Final accounting.

2.5 Collaborative Service Delivery and Partnership Models

Recognizing that high-quality community guardianship services demand multidisciplinary expertise, HRA encourages collaborative service delivery models. To supplement internal organizational capacity, proposers are invited to submit proposals that include strategic partnerships, consortium arrangements, Memoranda of Understanding (MOUs), or subcontracting relationships. Collaborative models should leverage specialized external expertise in the following core areas:

- Legal Services: Providing dedicated representation and legal guidance required for Article 81 compliance and court proceedings.
- Financial Management: Offering robust fiduciary support, asset protection, and benefit management tailored to client needs.

SECTION III: PERFORMANCE EXPECTATIONS AND OUTCOMES

1. Program Expectations and Evaluation Criteria

A. Qualification and Experience

1. Minimum Experience & Track Record

Program Expectations:

Proposers would demonstrate a minimum of three (3) years of successful experience within the past five (5) years delivering direct services to high-acuity, vulnerable adults. Relevant experience would include:

- a. Serving individuals with complex medical, psychiatric, cognitive, and psychosocial needs (e.g., serious mental illness, dementia, co-occurring substance use disorders).
- b. Providing intensive case management, care coordination, behavioral health services, housing stabilization, aging services, fiduciary management, or guardianship.
- c. Implementing documented trauma-informed and client-centered care practices.
- d. Operating as an effective, accountable, and transparent partner with government funding sources.

Note: Organizations lacking prior court-appointed guardianship experience may participate in this RfX. Proposers should demonstrate they can meet, or be prepared to meet, all legal, financial, reporting, and fiduciary duties required in this RfX.

2. Organizational & Operational Capacity

The proposers would demonstrate the institutional infrastructure required to manage complex legal and administrative caseloads, including:

- a. Capacity to deliver continuous services across all five (5) NYC boroughs. (APS reserves the right to adapt to case assignments based on geographic zones or specific boroughs)
- b. Maintenance of sufficient, qualified staffing levels to scale alongside anticipated contract caseloads.
- c. A robust organizational framework capable of high-level interagency collaboration and strict compliance with court-mandated directives.
- d. Capacity to accept formal guardian appointments ordered by the NYS Supreme Court when petitioned by the NYC Commissioner of Social Services.

3. Core Functional Service Requirements

The proposer would possess relevant successful experience providing case management, financial management, legal services, and housing and related community services, as per section 473 of the New York State Social Service Law, and Title 18, Section 457 of New York Codes, Rules and Regulations, in the manner discussed below

a. Comprehensive Case Management

- i Executing timely client evaluations, initial risk assessments, and ongoing reassessments.
- ii Developing individualized service plans and conducting mandatory field-based home visits.
- iii Providing specialized psychiatric consultation services through a board-certified psychiatrist (direct or sub-contracted).

b. Fiduciary & Financial Management

- i Establishing and managing client financial assets in a secure, transparent, and auditable manner.
- ii Advocating for, securing, and maintaining cash and non-cash public benefits and entitlements.
- iii Collaborating directly with DSS/HRA when DSS/HRA serves as the representative payee, maximizing client financial autonomy while safeguarding their resources.

c. *Housing & Community Stabilization*

- i Implementing proactive interventions to maintain safe, reliable, and appropriate housing.
- ii Supporting clients to safely remain in community-based settings rather than institutional care whenever appropriate.
- iii Arranging wrap-around services to ensure client safety, including heavy-duty cleaning, home care, food/meals, and representative payee services.

d. *Legal & Court Services*

- i Executing guardianship duties, including the timely filing of all court-mandated documents and petitions.
- ii Arranging or providing direct legal representation for court-ordered clients.
- iii Filing for the timely discharge of legal duties upon receiving formal agency approval.

Evaluation:

This section will be evaluated based on proposer's successful relevant experience, including experience in comprehensive case management, housing, and community stabilization, providing or referring to legal and court services, as well as the proposer's demonstrated organizational and operational capacity based on the criteria in this section. It is worth a maximum of **15 points** in the Proposal Evaluation.

B. Referral and Assessment

Program Expectations:

The Community Guardianship Program (CGP) Provider would demonstrate its capacity to serve at-risk and vulnerable clients in all five (5) NYC boroughs, and would:

- a. Conduct initial assessment and receive commission(the official court document that legally authorizes a person to begin acting as a guardian for an incapacitated adult), or request DSS/HRA's approval to reject, within twenty (20) business days of assignment, for all guardian appointments as ordered by a court of competent jurisdiction, including Permanent (indefinite), Temporary/Interim, a Special and, Single Transaction-guardianships resulting from petitions brought before a court of competent jurisdiction by DSS/HRA's Office of Legal Affairs on behalf of incapacitated clients of DSS/HRA's APS program.
- b. Be appointed for an *indefinite period of time*, with powers the court found necessary to assist the person in providing for personal needs and/or property management.
- c. Be appointed *any time prior* to the appointment of a permanent guardian with powers selected by the Court to assist the person with any danger in the reasonably foreseeable future to the health and well-being of the person, or danger to waste, misappropriation or loss of property to the person.
- d. Be appointed for a specific purpose to assist the person with a particular personal or property management need(s) and/or for a *limited period of time*.
- e. Ensuring that an initial service/assessment plan will be completed and that services will be assigned to clients pursuant to the prescribed program requirements and timeframes.
- f. Within ninety (90) days of issuance of the commission, filing with the court an initial report on each client describing what steps the Community Guardian provider has taken to fulfill its responsibilities.
- g. Serve and file annual and other reports required by Article 81 of the New York Mental Hygiene Law or as ordered by the Supreme Court.

Evaluation:

This section will be evaluated based on the proposer's demonstrated understanding of and proposed approach to providing referral and assessment services to mentally and/or physically impaired populations based on the criteria in this section. It is worth a maximum of **10 points** in the Proposal Evaluation.

C. Case Management Services

1. Provider Qualifications & Organizational Capacity

The Provider would demonstrate the organizational capacity to meet the following mandates:

- a. Case Records & Compliance
 - i Maintain, review, and update individual case records consistently and in a timely manner.
 - ii Complete all client forms and data collection required by New York State and HRA/APS.
 - iii Comply with all federal and state laws, including NYS Mental Hygiene Law, Public Health Law, Social Service Law, and NYS Code Rules and Regulations (Titles 10 and 18).
 - iv Submit annual Article 81 reports and, if required, accountings to the court and provide copies to HRA by July 30 each year. This date would be subject to change by DSS/HRA.
- b. Caseload & Staffing Requirements
 - i Maintain the following active case volumes at any given time, including cases in the court discharge process, consistency with the Competition Pool/Category breakdown above in the basic information table:
 - 1) Category 1 (Behavioral Health): ~462 active cases (each award).
 - 2) Category 2 (Mixed Population): ~615 active cases.
 - 3) Category 3 (Geriatric/Dementia): ~362 active cases.
 - ii Staffing Ratios: Maintain an estimated caseload of 30 cases per case manager, with a supervisor-to-case-manager ratio of 1:5.
 - iii Actual caseloads may fluctuate based on DSS/HRA needs, and the estimates would not guarantee specific volumes. DSS/HRA would reserve the right to transfer cases between providers to manage workloads.
 - iv HRA may adjust budgets and staffing models if caseloads decrease or if the Provider delivers limited or no Financial Management Services.

2. Client Care & Community Maintenance

- The provider would utilize housing advocacy and eviction prevention services to keep clients in the community via court-authorized care plans. Request HRA approval if community maintenance is no longer possible.
- The provider would conduct monthly home visits for community-based clients, with follow-ups if a visit is missed. The provider would conduct quarterly visits for institutionalized clients, paired with monthly facility staff contact. All required visits would be conducted in accordance with HRA's Visitation Directive (Attachment B).
- Institutionalized Case Weight: Count institutionalized clients as one-quarter (1/4) of an active case starting 60 days post-admission until they return to the community or are discharged.
- Discharge Responsibility: The Provider would retain full responsibility for clients awaiting official discharge.

3. Emergency Response & Clinical Assessments

- a. 24/7 Crisis Response: The Provider would maintain a systematic 24-hour emergency response system for at-risk clients, including after-hours staff on-call schedule.
- b. Benefit Advocacy: The Provider would secure, track, and monitor all medical, social, mental health, and legal services, as well as public and private entitlements for which the client qualifies.
- c. Client Assessments: The Provider would complete initial capacity and needs assessments within 90 days of case receipt, followed by semiannual updates.
- d. Independent Annual Review: The Provider would arrange an annual functional evaluation for each client, conducted by an independent professional (e.g., physician, psychologist, nurse clinician, or social worker) unaffiliated with the CGP.

4. Service Scope & Partnership

- a. Community Linkages: The Provider would build and maintain partnerships with community leaders and external service providers.
- b. Service Area: The Provider would provide services on a city-wide basis, though APS reserves the right to assign specific regional coverage areas based on program needs.

- c. Housing and Related Community Services - Community Guardianship Program (CGP) Providers would provide linkages to housing and related community services, including ensuring maintenance of appropriate and reliable housing for individuals and other housing and eviction prevention services; obtaining all available and appropriate community services to help stabilize individuals and provide for their safety and well-being.
- d. If the client is in need of permanent placement in residential facility, and a return to the community is not safe, the CGP Provider would seek HRA/APS administration's approval and petition the court for permanent placement and discharge within thirty (30) days of approval. Community Guardian providers would petition the court no later than thirty (30) days post death / knowledge of occurrence.
- e. If the CGP Provider seeks to surrender their client's apartment / house or any asset of value, a written request must be submitted to HRA prior to pursuing such action.

Evaluation:

This section will be evaluated based on proposer's demonstrated understanding of and proposed approach to providing Case Management Services, including organizational capacity, client care and community maintenance, emergency responses and clinical assessments, and service scope and partnerships, based on the criteria in this section. It is worth a maximum of **20 points** in the Proposal Evaluation.

D. Legal Services**Program Expectations:**

The Community Guardianship Program (CGP) Provider would demonstrate organizational capacity or strategic partnerships, consortium arrangements, Memoranda of Understanding (MOUs), or subcontracting relationships, to provide legal services, including but not limited to guardianship services, petitioning and filing court mandated documents, representing or arranging for legal services for court-ordered clients, providing court or legislatively mandated social services.

- a. The CGP Provider would make a determination to accept and qualify, or reject, within twenty (20) business days of assignment from APS contracts, all guardian appointments as ordered by a court of competent jurisdiction, including permanent temporary, interim, and special guardianships, resulting from

- petitions brought before a court of competent jurisdiction by HRA's Office of Legal Affairs on behalf of the clients of DSS/HRA's APS program.
- b. If the CGP Provider rejects a guardian appointment, a written request and case summary must be submitted to DSS/HRA prior to petitioning the court for approval to reject the appointment. The reasons for rejection of an appointment would be limited to the following circumstances under which CGP provider may petition the court to relinquish its duties as guardian:
- i The client has regained capacity and can thus provide for its own safety and wellbeing;
 - ii there is someone else who is capable of and willing to serve as a guardian;
 - iii the client has died;
 - iv the client is about to enter a hospital or residential facility with the expectation of a long-term stay which would exceed six (6) months and there is no anticipation of a return to the community;
 - v the CGP Provider intends to substitute its own judgement of a guardian for the stated or know wishes of the client;
 - vi for some other reason as determined acceptable by DSS/HRA and in accordance with 18 NYCRR Sec. 457.12(d)(2) the appointment of a guardian is no longer necessary for the client.
- c. The Community Guardian Provider would:
- i Upon appointment move promptly to qualify with the court: file a bond as directed by the court, file a document designating the county clerk's office to receive services on behalf of the guardian, and obtain a commission.
 - ii Assume all responsibilities for carrying out the duties imposed on the CGP provider by the court.
 - iii CGP Providers would also file an initial report with the court of its decision within ninety (90) days of the commission, as mandated by the court with a copy submitted to DSS/HRA within 120 days of appointment. Only cases that are accepted by the appointed Community Guardian provider may be applied towards the CGP provider's budgets; cases would not be eligible for reimbursement until the date that HRA/APS is notified of acceptance by the appointed CGP provider.
 - iv Appear in court on behalf of a client when served with appropriate legal process.
 - v Represent or arrange for legal services for clients when they have actionable claims or are otherwise involved in a judicial or administrative proceeding; retain legal services, as necessary, to represent the client pursuant to court order.
 - vi Petition the court promptly to request the revision of the guardianship powers as necessary to protect the health and safety of the client and to

- afford the client the greatest amount of independence and self-determination in decisions affecting his/her life.
- d. Arrange pro bono representation by advocate agencies dedicated to representing indigent clients.
 - e. The Community Guardianship Program (CGP) Provider must petition the court to relinquish its duties as guardian if:
 - i The ward regains capacity and no longer needs a guardian.
 - ii The ward has died.
 - iii A family member, friend, or interested party is willing and able to responsibly serve as guardian.
 - iv The ward enters a residential/institutional facility with an expectation of a long-term stay (that exceeds six months) and there is no plan to discharge the community, or
 - v The ward remains in a hospital for more than six months with no expectation of returning to the community.
 - vi Prior to petitioning the court, the CGP provider must submit a request to HRA/APS, via Safeguard (i.e., CGP Case management system) and receive written approval from HRA/APS to pursue the motion. CGP Provider would petition the court no later than thirty (30) days post death / knowledge of occurrence. For the avoidance of doubt, the CGP Providers would not need DSS/HRA approval in the event of a client's death and must seek discharge as soon as they have knowledge of the occurrence. Upon approval by DSS/HRA, file petitions in court for discharge from guardianship or modification, pursuant to NYS Mental Hygiene Law Article 81, and within DSS/HRA specified timeframes, as indicated in issued directives/policies.
 - f. In order to promote CGP Providers to file the necessary paperwork and close out cases as expeditiously as possible, CGP Providers would be reimbursed at the full rate of service per charge until a maximum of one hundred eighty (180) days in case of death of the client or following DSS/HRA approval to discharge a client, and a maximum of three hundred sixty-five (365) days in the case of client's admission to an institutional care facility.
 - g. For each instance in which a CGP Provider fails to notify DSS/HRA of a client's eligibility for discharge within the required timeframe, DSS/HRA would assess liquidated damages at the rate of \$100.00 per day until CGP provider's notification, up to a maximum of \$10,000.00 per client.

- h. For each instance in which a CGP Provider fails to petition the court for a discharge within the required timeframe following receipt of HRA approval for discharge, DSS/HRA would assess liquidated damages at the rate of \$100.00 per day until Community Guardian provider's petition, up to a maximum of \$10,000.00 per client.
- i. DSS/HRA would retain the option to assess liquidated damages for failure to comply with above requirements. In no event would a CGP Provider be held liable for any delays which are due to DSS/HRA's failure to perform or for delays due to the previous CGP Provider's failure to perform (if different from the proposer that is awarded the new contract); in such cases, the delivery date may be adjusted to reflect a DSS/HRA-precipitated delay or the date upon which the newly awarded CGP provider assumed responsibility for the caseload under this RFX, as applicable. This Section would not apply in the case of delays resulting from Acts of God, natural disaster, or declaration of war.
- j. The CGP Provider would notify HRA/APS with at least monthly updates when the client moves outside New York City or the client enters a residential / institutional facility as indicated in issued directive/policies, including the Client in Residential Facilities Setting Standard Operating Procedure (Attachment A). If the client is in need of permanent placement in residential facility, and a return to the community is not safe, the CGP Provider would seek HRA/APS approval and petition the court for permanent placement and discharge within thirty (30) days of DSS/HRA approval.
- k. Arrange for legal services on behalf of the CGP Provider connected with final accounting, including after a client dies or is institutionalized.

Evaluation:

This section will be evaluated based on proposer's demonstrated understanding of, and proposed approach for providing legal services to mentally and/or physically impaired populations based on the criteria in this section. It is worth a maximum of **15 points** in the Proposal Evaluation.

E. Support and Administrative Services**Program Expectations**

The Community Guardianship Program (CGP) Provider would demonstrate organizational capacity to develop comprehensive policies and procedures for

carrying out community guardian services, as described in NYS Mental Hygiene Law Article 81 and in accordance with DSS/HRA administrative directives and supporting the mission of HRA's Community Guardian Program to maintain individuals adjudicated to be incapacitated in the community.

- a. Adhere to policies, procedures and directives issued by DSS/HRA.
- b. Utilize any forms/templates/systems developed/issued by DSS/HRA.
- c. Arrange access for DSS/HRA to any system managed independently by the vendor agency related to the CGP program or internal controls governing the program.
- d. Provide Financial Management Representative Payee Services or engage in a strategic partnerships, consortium arrangements, Memoranda of Understanding (MOUs), or subcontracting relationships, that would include:
 - i Establishment and ongoing management of individuals' financial assets in a secure environment; advocating for client entitlements; obtaining cash and non-cash public benefits and entitlements.
 - ii Establish a financial management program to manage the financial affairs and property assets of those clients the court has granted the CGP Provider the power to do so. Such financial management may be in coordination with DSS/HRA's Financial Management Program should HRA/APS remain representative payee of SSA-based income in the goal of implementing less restrictive measures.
 - iii Establish an accounting, record keeping, and reporting system for individual accounts within the financial management program that meet New York State, Federal, and City laws or directives as they related to generally accepted accounting principles and standards.
 - iv Assure that Supplemental Security Income (SSI) recipients are maintained within Social Security Administration (SSA) guidelines.
 - v Create an impress fund with contract monies to pay a client's expenses when the client has a temporary deficit.
 - vi Within thirty (30) days of being commissioned, apply for representative and protective payee program to implement a court authorized plan of care to manage the client's property including benefits, entitlements, and income.
 - vii Establish a system to address the short-term emergency cash needs of a client.
 - viii Prepare and file an annual report with the Courts as required in Section 81.31 of Article 81 of NYS Mental Hygiene Law, including an audited account of the client's property and accounts by a certified public accountant.
 - ix Make all relevant client fiscal documents, procedures, back-up and supporting documents available to DSS/HRA and oversight agencies for review and/or audit.

Evaluation:

This section will be evaluated based on proposer's demonstrated understanding of successful relevant experience and approach and/or plan for providing support and administrative services to mentally and/or physically impaired populations based on the criteria in this section. It is worth a maximum of **10 points** in the Proposal Evaluation.

F. Monitoring and Reporting**Program Expectations:**

- a. The Community Guardianship Program (CGP) Provider would:
 - i Have at least three (3) years of experience within the last five (5) years with reporting and monitoring programs.
 - ii Submit monthly narrative and statistical reports with billings to HRA/APS utilizing the prescribed format and forms.
 - iii File an annual report and account with the court for each client; report annually on whether clients have regained capacity, in accord with Article 81 annual review for the court, with copy submitted to DSS/HRA.
 - iv Report to DSS/HRA once a client is institutionalized, following APS administrative guidelines on deadlines and reporting requirements.
- b. The Community Guardianship Program (CGP) Provider must submit a request to HRA/APS requesting the approval to discharge a client, within thirty (30) days of the client becoming eligible for discharge, after which period DSS/HRA may assess liquidated damages. The DSS/HRA auditors would assess the liquidated damages for the clients annually.
- c. Where DSS/HRA has provided Community Guardianship Program (CGP) Provider with approval to discharge a client, Community Guardian providers would petition the court for a discharge within thirty (30) days following receipt of approval from DSS/HRA, after which period DSS/HRA may assess liquidated damages. The DSS/HRA auditors would assess the liquidated damages for the clients annually.
- d. Conduct a final account and carry out any other final responsibilities imposed on it by the court when the court grants a discharge, within a reasonable period of time as required by DSS/HRA.
- e. Provide an annual audited report of the organization's related program expenditures as prepared by a certified public accountant.

Evaluation:

This section will be evaluated based on proposer's demonstrated understanding of and successful relevant experience and/or plan for monitoring and reporting on services provided to mentally and/or physically impaired populations based on the criteria in this section. It is worth a maximum of **10 points** in the Proposal Evaluation.

G. Organizational Capability and Staffing Plan

Program Expectations:

The Community Guardian Provider would:

- a. Hire qualified staff who can provide evidence of successful paid or volunteer experience in serving frail elderly or mentally disabled individuals in either a mental health facility or agency; a protective services agency or other human service agency; a home care agency; or in a hospital, or other health care agency.
- b. Staff qualification and experience for each title (i.e., Program Director, Finance Director, Supervisor, Social Workers, Case Workers / Case Managers, Accountants, and Bookkeepers) with the following qualifications:
 - i. Program Director dedicated 100% to the Community Guardian Program with at least a Master's level degree in gerontology, social work psychology, sociology, or a related social services area and case management experience working with elderly, mentally ill, or resistant clients; or a Bachelor's (BA) degree in social services related field and a Master's degree plus five (5) or more years senior supervisory or management experience.
 - ii. Finance Director should have a Master's level degree in business administration, public administration, finance, accounting or a related degree, plus five (5) or more years of supervisory or management experience.
 - iii. Supervisory Staff with at least a master's level degree in gerontology, social work, psychology, sociology, or a related social services area and case management experience working with elderly, mentally ill, or resistant clients, or a BA degree in social service-related field plus a master's degree

- in any area with at least two (2) or more years of supervisory or management experience.
 - iv Social Workers with at least a master's level degree social work, and case management experience working with elderly, mentally ill, or resistant clients.
 - v Case Workers / Case Managers with at least a BA degree in gerontology, social work, psychology, sociology, criminal justice, or a related social services area and case management experience working with elderly, mentally ill, or resistant clients.
 - vi Accountants with at least a BA degree in either accounting, finance, or economics with related accounting work experience.
 - vii Bookkeepers with at least an Associate level degree in accounting or related field, or related work experience.
- c. Ensure completion of a training program approved by the court by each Community Guardian supervisors and social workers/case workers.
 - d. Establish an on-going internal monitoring, supervision and self-evaluation system to ensure the delivery of high-quality services to guardian cases and compliance with the provisions of Article 81 regulations.
 - e. When scheduled, State or HRA-sponsored staff training regarding special topics or procedures is mandatory by staff funded under the CGP contract.

Evaluation:

This section will be evaluated based on the quality of the proposer's proposed approach to Organizational Capacity and Staffing Plan and the extent to which the proposer demonstrates successful relevant knowledge, qualification, and experience, and staff qualifications meet the requirements, based on the criteria in this section. It is worth a maximum of **10 points** in the Proposal Evaluation.

H. Budget and Contract Management

Program Expectations:

DSS has adopted the Health and Human Services Cost Policies and Procedures Manual (Cost Manual) to provide uniform cost rate guidance to health and human service contracts. All price and budget proposals should be prepared in accordance with The

City of New York's Health and Human Service Cost Policy and Procedures Manual (Cost Manual): <https://www.nyc.gov/assets/hra/downloads/pdf/NYC-HHS-Cost-Policies-and-Procedures-Manual.pdf>

The proposer would fully describe how your organization would plan and manage the budget for this program, based on the program expectations outlined throughout this RFx and consistent with the proposed program design. The proposer's response would include:

a. Budget Management

- i A justification for each cost item with a description of how the budget would support the proposal, including the identification and justification of all Personnel Services (PS) and Other than Personnel Services (OTPS), including administrative costs, fringe benefits, and startup costs (if applicable).
- ii For Personnel Services, list the title and employment status (i.e., full-time or part-time) of each proposed position and explain how the costs for each position were determined (e.g., percentage of full-time salary or hourly rate multiplied by the number of hours).
- iii For Other than Personnel Services:
 - 1) Operation, utilities and other support expenses, list each item and explain how the costs for each proposed item was determined.
 - 2) Rent and Occupancy describe the space cost(s) including those involving a rental expense, their importance in the proposed program and how costs were determined.
- iv Indirect/Overhead Costs
 1. For any proposed Indirect/Overhead rate, including fringe, must be actual and auditable and supported by documentation; submission of the most recently certified A-133 audit report is preferred.
 2. Identify the proposed Indirect Cost Rate (ICR) and explain how the rate was determined and applied to the proposed budget. The proposed rate must be supported by applicable documentation and prepared in accordance with the City of New York's Health and Human Services Cost Policies and Procedures Manual (Cost Manual).

b. Accounting/Payment Structure:

- i. It is anticipated that the payment structure of the contracts awarded under this RFX would be budgeted for 100% line-item reimbursements for the allocated caseload.
- ii. Establish and maintain one (1) or more separate bank accounts for the funds obtained from or through the City of New York related to this and all other agreements with the City and would maintain records to track and clearly identify the funds obligated through this Agreement.
- iii. Establish an accounting, record keeping, and reporting system to monitor contract line items budget and expense management that meet New York State, Federal, and City laws or directives as they related to generally accepted accounting standards.
- iv. In order to impel Community Guardianship Program (CGP) Provider to file the necessary paperwork and close out cases as expeditiously as possible, Guardians would be reimbursed at the full rate of service per charge until a maximum of one hundred eighty (180) days in case of death of the client or following HRA approval to discharge a client, and a maximum of three hundred sixty-five (365) days in the case of client's admission to an institutional care facility.
- v. Pursuant to the Social Service Law, all remuneration awarded to the CGP provider by the court from the estate of a person for whom the CGP provider is appointed as guardian would be based upon the cost of the CGP provider incurred in serving such person or the fee that would otherwise be awarded by the court, whichever is the lesser, and paid over to HRA by the CGP provider.
- c. Each CGP provide would endeavor to successfully complete services in accordance with the following outcomes/performance metrics:

Outcome Area	Service-Level Performance Expectation
Assessments	100% completed within required timeframes
Service Planning	100% of active clients have an updated plan semi- annually
Care Coordination	≥95% of cases include documented behavioral health and crisis plans

Benefit Stability	95% of public benefits stabilized within 90 days
Court Compliance	≥95% of required filings submitted on time
System Integrity	100% timely documentation and data entry compliance within SafeGuard system

Evaluation:

This section will be evaluated based on the quality of the proposed budget and the proposer's demonstrated understanding of and proposed approach and/or plan to operate and manage the budget based on the criteria in this section. It is worth a maximum of **10 points** in the Proposal Evaluation.

2. List of Attachments

All attachments for this RfX can be found in the RfX Documents tab in PASSPort

- Attachment A - Clients in Residential Facility Setting Standard Operating Procedure
- Attachment B - HRA's Visitation Directive

Reference links for this RfX:

- Section 473 of the New York State Social Service Law, and Title 18, Section 457:
Link: [New York State Mental Hygiene Law and Social Services Law, Section 473\(d\)](#)
- Attachment G - New York State Administrative Directive 96 ADM 18: Link: [New York State Administrative Directive 96](#)
- Attachment H - Article 81 Mental Hygiene Law: Link: [New York State Mental Hygiene Law, Article 81](#)

Section IV – Basis for Contract Award and Procedures

A. Proposal Evaluation

All proposals accepted by DSS/HRA will be reviewed to determine whether they are responsive or non-responsive to the requirements of this RFx. Proposals which DSS/HRA determines to be nonresponsive will be rejected. DSS/HRA's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria outlined in this RFx. DSS/HRA reserves the right to conduct site visits, to conduct interviews, or to request that proposers make presentations, as deemed applicable and appropriate. Although DSS/HRA may conduct discussions with proposers submitting acceptable proposals, it reserves the right to award contracts on the basis of initial proposals received, without discussion; therefore, the proposer's initial proposal should contain its best programmatic terms.

B. Evaluation Criteria

Proposals will be evaluated and scored based on the criteria set forth in Section III of this RFx. Each proposal will be evaluated on the demonstrated quality, feasibility, and responsiveness of the proposer's approach to meeting the Program Expectations outlined in each respective category, as well as the proposer's relevant experience and organizational capacity to deliver services in accordance with the requirements of this RFx. DSS/HRA's Evaluation Committee will independently score each proposal against the following criteria:

- Qualifications and Experience – 15 points
- Referral and Assessment – 10 points
- Case Management Services – 20 points
- Legal Services – 15 points
- Support and Administrative Services – 10 points
- Monitoring and Reporting – 10 points
- Organizational Capability and Staffing Plan – 10 points
- Budget and Contract Management – 10 points

C. Contract Award

Proposals will be evaluated based on the RFX criteria and ranked by their average total technical scores. DSS/HRA will establish a shortlist of technically viable proposals based on a natural break in these scores.

Selection and Award Process

- The highest-ranked proposer in each specific competition pool/category will receive that award up to the anticipated number of contracts identified for that pool in the Basic Information Section.
- Contracts go to responsible proposers offering the most advantageous terms to the City.
- Selected proposals must maintain the anticipated caseload and stay within the maximum line-item cost per caseload.

DSS/HRA and the City reserve the right to adjust contract terms at any time to serve the City's best interests, specifically regarding:

- Determining the exact service levels, service volumes, and final dollar amounts based on a proposer's organizational capability.
- Adding funding, increasing available caseloads, and selecting additional proposals using the original ranking method.
- Modifying capacity numbers during selection, after contract registration, or during final negotiations.
- Assigning an individual proposer a smaller or larger caseload than originally allotted or awarding contracts to additional or other viable proposers to ensure operational capacity.
- Assigning winning proposers to areas other than might have initially been proposed after selection and award.
- Skipping proposers and make awards that ensure the availability of services across all competition pools and/or to ensure appropriate coverage of target population
- HRA reserves the right to award contracts in a different manner if, in HRA's sole opinion, the apparent winning proposer(s) do not have the requisite capacity to manage the service area's cases effectively. In addition, HRA reserves the right

to allow any resultant contractor to provide services in a different competition pool below if, in HRA's sole opinion, the resultant contractor has failed or is failing to perform services in an unsatisfactory manner.

All contract awards are strictly conditional upon:

- The timely completion of contract negotiations between the Agency and the selected proposer(s).
- A formal determination of both proposer responsibility and administrative capability.

Community Hiring Requirements

Pursuant to Section 3502 of the New York City Charter, the contract(s) to be awarded from this solicitation would be subject to the Community Hiring requirements set forth in the rules promulgated under Title 74 of the Rules of the City of New York ("Community Hiring Rules"). The contract(s) awarded with a total/cumulative value more than three million dollars (\$3,000,000) will require the Vendor to make best efforts to employ Income-Based Community Hires as defined under Section 1-02 of the Community Hiring Rules, in order to meet the workforce goal (the "Community Hiring Goal"). Any sub-vendor awarded to perform services or other obligation under a sub-agreement exceeding twenty thousand dollars (\$20,000) in total dollar value would be required to make best efforts to extend offers of employment to Income-Based Community Hires.

The Community Hiring Goal is to hire one Income-Based Community Hire for every five hundred thousand dollars (\$500,000) in total value of the Contract(s) awarded. For credit towards the Community Hiring Goal, the Income-Based Community Hire hired by the Vendor or sub-vendor does not need to perform services under this Contract to be credited towards the fulfillment of the goal.