



Ramsey County Request for Proposals ("RFP")

RFP #: CHSPS0000012388

RFP Title: RFP DISABILITY SERVICES CASE MANAGEMENT

Send response to: Kia Xiong
Ramsey County Department of Human Services
Suite 9800
160 East Kellogg Bldg.
St. Paul, MN 55101

CHS Contact Name: Kia Xiong
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CHS Contact Telephone: 651-266-4325

Responses must be received by 2:00 p.m. Central time on February 26, 2016.

THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. Ramsey County has no obligation to place an order as a result of this inquiry.

Solicitation Schedule

Listed below are specific dates and times of actions related to this solicitation. Actions with specific dates and/or times must be completed as indicated unless changed by Ramsey County. With the exception of the anticipated contract start date, in the event that Ramsey County finds it necessary to change any of the specific dates and/or times in the schedule listed below, it will do so by issuing an addendum which will be posted to Onvia DemandStar.

RFP Released: January 22, 2016

Pre Solicitation Response Conference: The same content will be presented at two sessions so please choose one that fits your schedule. February 1, 2016 from 2pm – 4pm OR February 2, 2016 from 9am – 11am.

Pre Solicitation Response Conference Location: 90 West Plato Blvd., St. Paul, MN 55107

Contractor Questions Due: February 4, 2016

Addendum with Answers to Questions Issued: February 9, 2016

Solicitation Responses Due: 2:00 PM on February 26, 2016

Solicitation Public Opening: 2:30 PM on February 26, 2016

Notice of Interviews: March 18, 2016

Interviews: March 22, 2016

Notice of Intent to Award: April 12, 2016

Anticipated Contract Start Date: July 01, 2016

Solicitation Description

Provide Case Management Services to individuals on the CADL, BI and DD waiver programs or individuals eligible for Rule 185 Targeted Case Management.

Pre Solicitation Response Conference

A non-mandatory Pre Solicitation Response Conference will be held at two different times, please see detail listed above. Both sessions will be held at Central time, on February 1, 2016 or February 2, 2016 at 90 West Plato Blvd., St. Paul, MN 55107. Applicants are encouraged to attend one of the two sessions. The purpose of the conference is to discuss the work to be performed and allow Contractors to ask questions concerning the solicitation. Questions and answers will be transcribed and posted on

Onvia DemandStar after the meeting in the form of an Addendum. Individuals with a disability needing accommodation should contact the County Contact identified above prior to the date set for the Pre Solicitation Response Conference so that a reasonable accommodation can be made.

1. Project Information

1.1. Purpose

Ramsey County, through the Human Services Department, seeks to contract with multiple community agencies to provide case management services to persons with disabilities who receive funding through the CADI, BI or DD waiver OR Rule 185 Targeted Case Management.

1.2. Background Information

The Ramsey County Community Human Services Department (RCCHSD) is a state supervised, county administered provider of financial, social, mental health, detox and chemical dependency services. The Department employs over 1,000 staff and annually serves over 134,000 individuals.

RCCHSD's service delivery system includes both RCCHSD employees and a wide variety of community providers. Approximately 60% of all RCCHSD's services are provided through private contracts. These contracted services include case management, crisis, therapy, employment and residential services.

Geographically, Ramsey County is the smallest county in Minnesota, but, with a population of approximately 500,000, is the second largest in the state. Ramsey County is largely urban, with half of the county's population residing in the City of Saint Paul. According to the latest census data, 71.7% are white, 11.4% are African American, 12.7% are Asian, 3.3% are more than one race, and 7.3% are Hispanic or Latino.

RCCHSD is working to end racial disparities in the services we provide. By 2030, RCCHSD will reduce disparities in participant outcomes due to institutional racism by 75% so that all individuals and families served by RCCHSD will survive and thrive. Respondents to this RFP should demonstrate how they will help RCCHSD meet this goal for individuals referred to a contracted agency.

RCCHS is working to cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty through proactive leadership and inclusive initiatives that engage all communities in decisions about our future.

Both of these initiatives support Ramsey County's vision of being a vibrant community where all are valued and thrive and mission to be a county of excellence working with you to enhance our quality of life.

RCCHSD currently provides Case Management (CM) services to approximately 3,037 individuals through the CADI/BI waiver and 3,403 individuals through Developmental Disabilities. Currently, RCCHSD contracts with ten contracted case management providers. We anticipate that collectively, contracts awarded through this RFP process will have the ability to serve approximately half of these individuals. It is expected that contractors will serve:

- All eligible individuals regardless of cultural, community/background (language and/or race)
- Individuals regardless of Medical Assistance eligibility, waiver type or funding source
- Individuals with varied levels of need

The State of Minnesota is firmly committed to ensuring that people with disabilities experience lives of inclusion and integration in the community, just like the lives of people without disabilities.

The Olmstead Subcabinet embraces the *Olmstead* decision as a key component of achieving a Better Minnesota for all Minnesotans, and strives to ensure that Minnesotans with disabilities will have the opportunity, both now and in the future, to live close to their families and friends, to live more independently, to engage in productive employment and to participate in community life. This includes:

- The opportunity and freedom for meaningful choice, self-determination, and increased quality of life, through: opportunities for economic self-sufficiency and employment options; choices of living location and situation, and having supports needed to allow for these choices;

- Systemic change supports self-determination, through revised policies and practices across state government and the ongoing identification and development of opportunities beyond the choices available today; and
- Readily available information about rights, options and risks and benefits of these options, and the ability to revisit choices over time.

RCCHSD is currently working to implement practices in accordance with the Minnesota’s Olmstead Plan, which strives to provide services in the most integrated community setting possible for each individual, based on their needs and preferences for care. We expect all CM providers to be active partners in this effort as well as support Ramsey County’s anti-racism and prosperity initiatives.

1.3. Scope of Services

The Contractor shall provide case management services. Case Management definition: Services that assist persons, children and adults to access needed waiver and State plan services, as appropriate/applicable, as well as needed medical, social, educational and other services, regardless of the funding source.

Case management services may be provided by a public health nurse, a registered nurse, or social worker employed by the county. If the case manager is not a county employee, then the provider of services will be required to execute a contract with the county in order to provide case management. Case Managers, with the exception of county employees, may not have a financial interest in the provision of services.

Case management service activities provided to, or arranged for, a person include but are not limited to:

- Ensuring informed choice for all individuals receiving case management.
- Informing the person or the person’s legal representative of service options
- Assisting the person in the identification of potential service providers
- Development of a person centered plan using person centered principles that balances what is important to a person with what is important for a person based on a person’s assessed needs and preferences
- Assisting the person in accessing needed services
- Coordination of services and
- Evaluation and monitoring of the services identified in the service plan

The following case management service activities are covered under the waivers:

- Ensuring informed choice for all individuals receiving case management

- Development of a service plan using person centered principles.
- Informing the person or the person's legal guardian or conservator, or parent if the person is a minor, of service options
- Assisting the person in the identification of potential providers
- Assisting the person to access services
- Coordination of services
- Evaluation and monitoring of the services identified in the plan
- Annual service plan development that includes discussing where individuals want to live and work.
- Plan and arrange for services and inform the county waiver contact of the proposed services to be authorized, including provider, service type, amount and frequency for entry into MMIS service agreement
- Verify that all service providers are enrolled with the Minnesota Department of Human Services
- Problem solving
- Consult and advocate on the multiple service needs of individuals
- Respond to all Common Entry Point (CEP) reports in a timely manner of receipt of report. All responses will be documented in the individual's file and available for Ramsey County review upon request.

Case management agencies are expected to know and keep current regarding the various rules, regulations, and state and county policies regarding the CADI, BI and DD waiver programs. This may be accomplished, in part, through Department of Human Services (DHS) trainings, DHS Bulletins, accessing information from the Internet, and actively communicating with the state and county.

All recipients of the CADI, BI and DD funding are required by the Minnesota Department of Human Services and the Federal Waiver Plans, to have a case manager assigned prior to the development of their care plan.

Minnesota Department of Human Services Provider Standards:

Case Management/Service Coordination may be provided by a:

- Public health nurse or
 - licensed under Minnesota Rule 6316.0100
 - licensed under Minnesota Statute, section 148.171, subdivision 18
- Registered nurse or
 - licensed under Minnesota Statutes, Chapter 148, sections 148.171 - 148.285
- Social worker (CADI/BI)
 - Graduate from an accredited four-year college with a major in social work, psychology, sociology, or a closely related field; **or** a graduate from an accredited four-year college with a major

- in any field and one year experience as a social worker in a public or private social service agency **and**
 - Social Workers must meet the minimum qualifications under the Minnesota Merit System (per Minnesota Rule 9575) or county civil service system
- Social Worker (DD)
 - At least a bachelor degree in social work, special education, psychology, nursing, human services or other fields related to the education or treatment of persons with developmental disabilities or related conditions and
 - One year of experience in the education or treatment of persons with developmental disabilities or related conditions

In addition to the requirements set forth in statute, programs selected through this RFP will be expected to have robust staff training programs. Employing qualified, highly trained staff is a critical component of CM due to the diverse needs of individuals who are in need of case management services. Particular emphasis should be given to training staff on person-centered thinking and planning, informed choice, the dignity of risk, employment first, housing choice, cultural and linguistic competence including anti-racism, systemic racism and white privilege, and coordination with community resources.

As mentioned above, RCCHSD is working to end racial disparities in the services we provide. We are also working to make sure our workforce reflects the community we serve. Respondents to this RFP should include information about the staffing of the organization (direct service as well as managerial), as well as cultural and linguistic competence. Racial and cultural diversity amongst staff is encouraged. In addition to hiring practices, contractors are expected to focus on staff retention, as high turnover is difficult for individuals served.

Conflict of Interest

As stated above, contracted case management agencies may not have a financial interest in the provision of case management services other than to receive reimbursement for that service. Case Managers routinely assist the client in locating, accessing, and monitoring services. Due to the inherent conflict of interest, a community case management agency, therefore, would not be able to provide other services paid for through the CADI, BI and DD waivers for a client if they provide case management to that same client (i.e. home health, homemaker, residential, respite, companion services, etc.) 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 the County will determine how to proceed.

Client Characteristics

Ramsey County Human Services currently contracts with 10 community agencies for case management services. In 2014, Ramsey County and contracted vendors served approximately 3,037 CADI/BI clients and 3,403 DD clients.

Case management services shall be provided at the eligible recipient’s residence, at various locations in the community and/or sites specified in the eligible recipient’s Individual Service Plan (ISP) and/or Community Support Plan (CSP) throughout Ramsey County and out of county locations. Inter-county case management services will be provided to eligible individuals residing in Ramsey County whose care is primarily the financial responsibility of another county; and to individuals residing out of county, whose care is primarily the financial responsibility of Ramsey County. Case management providers must have the capability of providing service to individuals residing in counties throughout the state.

The approximate cultural make up of all clients receiving CADI and BI services and funding is:

Ethnicity/Race	Percent of Clients
American Indian	1%
Asian or Pacific Islander	11%
Black/African American	25%
Caucasian	58%
Multi-Racial	3%
Unknown	2%
Total	100%
Hispanic/Latino	3%
Persons of Color (total clients minus white non-Hispanics and unknown)	43%

The approximate cultural make up of all clients receiving DD services and funding is:

Ethnicity/Race	Percent of Clients
American Indian	1%
Asian or Pacific Islander	10%
Black/African American	16%
Caucasian	69%
Multi-Racial	2%
Unknown	2%
Total	100%
Hispanic/Latino	5%
Persons of Color (total clients minus white non-Hispanics and unknown)	33%

The age break down of all clients receiving CADI and BI service, DD age break down and CADI and BI waiver type break down are as follows:

CADI, BI	Percent of Clients
Age	
0-22	12.3%
23-55	45.6%
Over 55	42.1%
DD	Percent of Clients
Age	
0-21	28.6%
22-50	46.1%
50 and older	25.3%
Waiver Type	
CADI	86.2%
BI	5.2%
CADI (DD Rule 185)	7.8%

The individuals have varied and multiple cultural, medical, psychiatric, and physical needs. The CADI, and BI waivers serve medical assistance eligible adults and children under age 65 with physical, medical, psychiatric and functional limitations, which may include persons with mental health diagnosis. The DD waiver serves adults and children with an intellectual or development disability.

Cultural Specific Case Management Needs

According to the 2014 US Census Bureau's estimate of the total population, Ramsey County (population 531,655) increasingly represents an area enriched with a culturally diverse population. The American Community Survey five year population estimates (as of July 1, 2014) show 12.8% of Ramsey County's population is Asian (66,715 people), 11.1% of the population are Black or African American residents (56,758 people), 7.3% are Hispanic or Latino residents (37,850 people), and .6% are American Indian residents (3,338 people). In Ramsey County, 14.6% (76,034 people) of the population is foreign born, and of those 5 years of age and older, 21.4% (103,728 people) speak a language other than English in the home. Ramsey County Human Services also serves a large Russian speaking senior population. Ramsey County Human Services is seeking to ensure potential clients have culturally appropriate access and services.

Through this RFP, Ramsey County Human Services is particularly interested in partnering with agencies that have the ability to meet the unique cultural and medical needs of residents who may access the home and community based waivers, including the following populations:

- Hmong
- Karen
- East African
- Latino/Hispanic
- Native American
- African American
- Russian Speaking
- American Sign Language

Case management service providers who are awarded a contract with Ramsey County Human Services may subcontract with other vendors for services to be provided to its' clients. This can be included in the proposal, as Ramsey County Human Services must approve subcontract arrangements, prior to implementation.

Referral Process – All individuals served will be screened for eligibility by Ramsey County. Upon establishing eligibility, individuals will be given a choice of case management providers. If the individual does not have a preference an agency will be assigned based on an established rotation system among providers. While some vendors may serve targeted populations, all vendors are expected to be able to serve individuals of diverse cultures/languages and funding type. There is no guaranteed number of referrals per month. If service demand within the County increases, providers are expected to adjust their maximum capacity to aid in meeting the community need.

Contracted agencies serve as an extension of RCCHSD and are therefore expected to execute all roles and reporting requirements set forth as a responsibility of Counties.

Expectations include:

- Supporting and promoting Minnesota's Olmstead Plan and the Values and Mission of Ramsey County
- Support and promote the Adult Services Wellness Delivery model that includes: access and outreach, integration of services, and person-centered thinking
- Participation in utilization and review processes as requested by DHS and RCCHSD
- Coordination with social service and other community partners
- Integrating practices that facilitate implementation of State and County efforts to meet requirements set forth in Minnesota's Olmstead Plan
- Involvement in civil commitment process with clients facing commitment
- Participation in RCCHSD contractor meetings with the expectation that members will relay information from RCCHSD to their own team members
- Accurate and timely reporting to vulnerable adult and child protection agencies as needed
- Reporting the death of individuals served to the State Ombudsman
- Maintaining the ability to arrange and pay for interpreter services

- Understanding the DHS Disability Rate Management System and work collaboratively with providers of waiver services to collect the information needed to secure funding
- Ramsey County expects contracted case management agencies to coordinate with other service areas like Adult Mental Health.
- Ramsey County expects contracted case management agencies to work with all eligible individuals regardless of waiver type or funding source. In addition, Ramsey County expects continuity of care and expects the individual to remain with the same case manager regardless of the change in their funding source.

Outcome Goals

1. To support and promote the tenets of Minnesota’s Olmstead Plan and Ramsey County’s Health and Wellness goals of the Adult Services Division as well as Ramsey County’s anti-racism and prosperity initiatives.
2. Individuals receive support and assistance in locating and gaining access to necessary waiver services as identified in the MNCHOICES assessment, as well as medical, social, educational, employment or other needed services regardless of the funding source.
3. Each individual’s plan of care is monitored so that the recipient’s health and safety are assured.
4. Reassessments are conducted in a timely manner.
5. Support plans and selected waiver services must be related to the needs identified in the MNCHOICES assessment.
6. Individual files will meet DHS mandates and Ramsey County policies for case management records. Ramsey County quality standards for case management delivery must be met.

Vendor Qualification and Experience

Agency follows the DHS and legislative waiver case management qualification standards. There is no license for case management services but agency must be enrolled with DHS as a provider of home and community based services.

Project Limits

Rates will be negotiated on an individual contract basis and are limited by the maximum reimbursement for case management, as established by the Department of Human Services. Maximum rates as of July 1, 2015 are as follows:

Program	Unit	Rate
Case Management	15 min	\$23.19

1.4. Contractor Qualifications

Agency follows the DHS and legislative waiver case management qualification standards. There is no license for case management services but agency must be enrolled with DHS as a provider of home and community based services

1.5. Multiple Contractors

1.5.1.

Ramsey County reserves the right to contract with one or more Contractors whose solicitation response meets or exceeds an average score of 60 % based on the evaluation criteria stated in this solicitation. Contracts executed as a result of this solicitation shall not exceed five (5) years.

1.6. Contract Term

The anticipated term of the resulting Agreement shall be from July 01, 2016 and shall continue for three (3) years and may be renewed up to two (2) additional one-year periods. Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

1.7. Costs

1.7.1.

The resulting contract fee shall be a rate setting contract without a not to exceed threshold.

1.7.2.

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the work.

1.7.3.

The solicitation response shall not include applicable state sales tax.

1.8. Subcontractors

Subcontractors will not be allowed.

1.9. Special Conditions

1.9.1. Proposal Submission Requirements: Narrative

- The proposal should be a clear, concise narrative that describes the applicant's intent to serve the target population. Responses should be a maximum of 10 pages, not including attachments.

Proposals should address:

- **1.9.1.1 Organizational Background**
 - Brief history and description of your organization: note current and past experience relevant to the delivery of the services being requested. Identify the population(s) currently served and the services provided. Describe the service philosophy and values of your agency.
 - Describe your organization's capacity to provide Case Management services, including your ability to adhere to the requirements outlined in the Scope of Services. Indicate licenses, certificates or registrations held by your organization that relate to the service being sought.
 - If you are proposing to serve underserved populations, demonstrate your organizational experience working with this population.
 - If you are proposing to serve children, describe how you will work with families and school.
- **1.9.1.2 Description and goals of the Case Management program**
 - Describe how you plan to implement the Scope of Services.
 - Describe the location of the office where Case Management will be housed and the hours of operation.
 - Describe your agency's experience, training, implementation of and philosophy in the use of person centered approach in the delivery of services
 - If your agency provides other waiver services that could be considered a conflict of interest in the provision of Case Management services, describe how your agency would deal with the potential conflict.
- **1.9.1.3 Program's organizational structure and staffing plan**
 - Describe the staffing pattern you will use to deliver the proposed services, including supervisory roles and educational background and experience of staff to be assigned to this project. Organization chart, staff resumes and job description are optional.
 - Describe your staff recruitment and retention plan.
 - Describe your plan to ensure adequate and appropriate supervision of staff.
 - Describe the initial and ongoing training plan for staff to perform quality case management.
- **1.9.1.4 Effectively serving the Target Population**
 - Describe your overall agency's ability to provide individualized services based on diverse needs (racial, cultural, linguistic, religious, sexual orientation, gender, age, disability etc.)
 - Complete Attachment A – Service Questionnaire. Describe who you have experience serving and your agency capacity.
 - Describe how formal services will be integrated and coordinated with the rest of the community's service system for this population, including the use of natural, quasi-formal and formal supports.
- **1.9.1.5 Program Evaluation and Quality Assurance**
 - Describe the program's anticipated outcomes and how you will track and monitor these.
 - Describe the quality assurance process of the organization or program (e.g. customer satisfaction surveys, program evaluation, etc.). Describe the data this program will collect, including how it will be collected, who will be responsible for collecting, analyzing and storing the data.

- **1.9.1.6 Implementation Timeline**
 - Contractors will be selected by April of 2016, with services to begin July 1, 2016. Provide a timeline to establish and execute Case Management Services.
 - *Note: Current providers of Case Management Services who fail to submit a proposal or whose proposal is not selected for contracting will cease service by June 30, 2016.*
- **1.9.1.7 Budget**
 - Provide a detailed line item budget showing total expenses as well as a narrative describing the line item budget (see Sample Budget – Attachment B)
 - Identify the financial stability of your organization. This may include financial statements such as last year’s income statement and balance sheet. * *Please Note: Currently contracted providers do not need to respond to this bullet regarding financial stability.*
 - Proposed cost of this service, including: salary/fringe, travel, training, caseload size, contracted services (interpreters, etc.). The approved Case Management rate is to be billed on a 15 minute basis for people who receive Case Management services.
 - The budget and staffing levels must support the activities and goals of the proposal.

1.9.2 Proposal Submission Requirements: Attachments
 In order to be considered a valid proposal, all of the REQUIRED elements listed below must be included. The applicant can choose whether or not to include the OPTIONAL elements.

Required	Optional
<ul style="list-style-type: none"> • Solicitation Response Form • Contractor Information and Reference Form • Summary of Claims – see item 2.6.5 on page 14 of this document • Narrative of overall approach – item 1.9.1.1 – 1.9.1.6 • Budget – Summary and narrative – item 1.9.1.7 	<ul style="list-style-type: none"> • CLAS (Attachment C) • Contractor Designation of Trade Secret Information • Resumes – key staff • Organization chart • Job descriptions

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

The County will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation. The County expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all solicitation responses. The County reserves the right to waive any minor irregularities in the solicitation process. All communications during the solicitation process shall be directed to the solicitation contact

assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other County employees or elected officials at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

2.2. Solicitation Questions

All questions concerning this solicitation shall be submitted in writing to the solicitation contact at the fax number or email address listed above.

2.3. Pre Solicitation Response Conference

The purpose of a pre solicitation response conference is to answer questions, clarify ambiguities and respond to general issues in order to establish a common basis for understanding all of the solicitation requirements. A written summary of the outcome of the conference shall be posted to Onvia DemandStar in the form of an addendum. Contractors shall rely only on the provisions of this solicitation document and any addenda in preparing a solicitation response.

2.4. Solicitation Addenda

Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

2.5. Collusion

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, County employees or County Board members. Evidence of such activity will result in rejection of the solicitation response.

2.6. Solicitation Response Format and Content

Contractors shall include the following forms and information in their solicitation responses. Responses should be a maximum of 10 pages, not including attachments.

2.6.1.

Completed Solicitation Response Form, attached.

2.6.2.

Completed Contractor Information and Reference Form, attached.

2.6.3.

Description of the Contractor's cost.

2.6.4.

Description of the Contractor's overall approach or solution.

2.6.5.

A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, and the status of each claim.

2.6.6.

Submission of a solicitation response constitutes agreement by the contractor that it has read and will comply with all provisions in this solicitation document, including the General Contract/Agreement Terms and Conditions, and any addenda issued, and not on oral statements. Solicitation responses shall be signed by a contractor representative authorized to bind the contractor. If a contractor fails to submit the required forms and content, the solicitation response will be considered non-responsive and shall be rejected.

2.7. Response Submission

Contractors must submit one original and 12 copy (ies) of the solicitation response in writing and unbound. The original shall be submitted in a sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. The requested copies shall be packaged together, in a separate sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. Proposal responses must be received no later than 2:00 P.M., Central time, on February 26, 2016. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name will be read at public opening.

2.8. Solicitation Response

2.8.1.

Upon submission, a solicitation response becomes the property of the County and will not be returned. The County retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minn. Stat. §13.591 governing data practices.

2.8.2.

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

2.9. Solicitation Response Acceptance

Solicitation responses shall be unconditionally accepted without alteration or correction, except as authorized.

2.10. Conditioning Solicitation Responses Upon Other Awards Not Acceptable

Solicitation responses conditioned upon receiving award of both the particular contract being solicited and another County contract shall be rejected.

2.11. Solicitation Response Mistakes

2.11.1.

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initialed by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to the County will prevail.

2.11.2.

Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.

2.12. Evaluation and Selection Process

2.12.1. Creation of Evaluation Team

The County shall create an Evaluation Team consisting of County employees, consultants, or community representatives who represent different backgrounds, experience, subject matter, and departments. After the submission date and time, contractors may have direct communications with Evaluation Team members, County employees, County elected officials, and County consultants only in response to a request from the County. Violation of this provision shall disqualify the contractor from further consideration.

2.12.2.

The Evaluation Team shall evaluate the written solicitation responses using the following Evaluation Criteria, with the identified maximum points values:

Evaluation Criteria and Maximum Points Value

- 25 Contractor Qualifications (experience, training, technical and professional ability)
- 20 Key Personnel Qualifications (experience, training, technical and professional ability)
- 30 Project Understanding and Approach
- 10 Cost
- 15 Cultural Responsiveness

100 Total Possible Points

2.12.3.

The County reserves the right to interview any or all proposers, or to require a demonstration or a site visit at its discretion. The County is not responsible for any costs incurred by the proposer in preparing for or participating in an interview, demonstration, or site visit.

2.12.4.

If interviews are required, Contractors selected for interviews shall be given enough time to make necessary interview preparation and travel arrangements. All Contractors interviewed shall be given the same amount of time for the interview.

2.12.5.

The County reserves the right to request any additional information at any stage of the solicitation process. Compliance shall be at the contractor's expense.

2.13. Selection

2.13.1.

The County is not bound to accept the lowest cost.

2.13.2.

The County reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of Contractors as the County deems to be in its best interests.

2.13.3.

A written Notice of Intent to Award shall be sent to the contractor who scored the highest in accordance with the evaluation criteria as stated in the solicitation document.

2.14. Notice of Intent to Award

The following must be submitted in response to a Notice of Intent to Award within the time period identified within the Notice of Intent to Award:

2.14.1.

Request for Taxpayer Identification Number and Certification, I.R.S. Form W-9

2.14.2.

Certificate of Insurance (COI)

2.14.3.

MN Sec. of State registration

2.14.4.

Contractor Registration Security Form

2.15. Public Notice

The County uses Onvia DemandStar "DemandStar" to release all competitive solicitations and associated addenda. Onvia offers contractors immediate and automatic notification of solicitation announcements, documents, results, and prior solicitation information 24 hours a day, 7 days a week. Subscription to DemandStar is free by following the DemandStar Registration Instructions. Contractors may contact DemandStar directly by calling 1-800-711-1712. Construction related solicitations shall be published in the County's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in the County's official newspaper for at least two weeks. Public notice of the solicitations shall include a reasonable time to allow for receipt of solicitation responses.

2.16. Application for Designation of Trade Secret Information

If a Contractor completes a Contractor Application for Designation of Trade Secret Information request and has attached the form to their solicitation response, the solicitation response and request shall immediately be given to the County's Procurement Manager who shall consult with the appropriate County Attorney for a written determination in response to the Contractor's request.

2.17. Only One Solicitation Response Received

If only one solicitation response is received, an award may be made to the single Contractor if the County finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

3. General Contract/Agreement Terms and Conditions

3.1. Payment

3.1.1.

Invoices shall show applicable Minnesota sales tax of 6.875% separately.

3.1.2.

No payment will be made until the invoice has been approved by the County.

3.2. Application for Payments

3.2.1.

Contractor will bill DHS through MN-ITS for waiver case management services rendered. Contractor will bill Ramsey County for 185 Targeted Case Management Services.

3.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

3.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

3.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

3.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

3.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time 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 Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

3.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of the County.

3.4. Successors, Subcontracting and Assignment

3.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants, contracts and obligations contained in this Agreement.

3.4.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

3.5. Compliance With Legal Requirements

3.5.1.

Unless otherwise provided in the scope, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract.

3.5.2.

The Contractor agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs and staff for which the Contractor in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, zoning standards, staff certification, and all other applicable laws, regulations, ordinances, rules, and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Contractor agrees to the following:

3.5.2.1.

During the term of this Agreement, the Contractor agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the County to assure quality service.

3.5.2.1.1.

The Contractor represents that it and its employees will remain qualified and licensed to provide services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally approved Minnesota state waiver plans, and this Agreement.

3.5.2.1.2.

The Contractor agrees to inform the County of the following related to it or its employees immediately upon:

3.5.2.1.2.1.

Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.

3.5.2.1.2.2.

Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.

3.5.2.1.2.3.

Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in a federal exclusion.

3.5.2.2.

The Contractor agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated as required under Minnesota Statutes, Chapter 245A and Minnesota Statutes, sections 626.556 and 626.557.

3.5.2.3.

Failure to meet such standards may be cause for termination of this Agreement. Notwithstanding any other provision of this Agreement, such termination may be effective as of the date of such failure.

3.5.2.4.

Loss of any applicable state license by the Contractor shall be cause for termination of this Agreement. Notwithstanding any other provision of this Agreement, such termination shall be effective as of the date of such loss.

3.5.2.5.

If the County has reason to believe that the health, safety, or well-being of a person receiving services may be endangered by actions of the Contractor, its agent and/or employees, the County may require that the Contractor immediately terminate providing services to the person. The County may also remove the person from the care of the Contractor. These actions may be taken immediately and may continue for such a period as is reasonably necessary for the County to determine that the safety and well-being of the person or of other persons in Contractor's care have been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the County may immediately terminate this Agreement.

3.5.3.

Prior to entering into a contract with Ramsey County, a domestic corporation must submit a Certificate of Good Standing issued by the Minnesota Secretary of State's office pursuant to Minn. Stat. §5.12, and a foreign corporation must submit a Certificate of Authority issued by the Minnesota Secretary of State's Office pursuant to Minn. Stat. §303.03. The contractor shall maintain a Certificate of Good Standing or a Certificate of Authority, as applicable, and shall submit the Certificate upon request by the County, throughout the term of the agreement and including amendments to renew as and if allowed by the contract.

3.6. Data Practices

3.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

3.6.2.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the

Contractor. Except where client services are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

3.7. Security

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

3.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

3.9. Fair Hearing and Grievance Procedure

The Contractor agrees that it is responsible for establishing, implementing and processing fair hearings and/or grievances in conformance with the requirements of state or federal law relating to contract services governed by the Minnesota Department of Human Services.

3.10. Contractor's Insurance

3.10.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

3.10.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

3.10.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

3.10.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

3.10.3.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

3.10.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

3.10.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

3.10.4.2.

If the Contractor is providing services to clients, customers, patients, and inmates, and not directly to the County, then Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

3.10.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

3.10.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

3.10.7.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

3.10.8.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

3.10.9.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

3.10.10.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

3.10.11.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the provisions of Minn. Stat. Ch. 60A, as applicable.

3.10.12.

The Contractor shall provide the County with prior notice of any lapse in the insurance required under this Agreement including cancellation and/or non-renewal or material change in coverage. The Contractor who is providing services on behalf of the County shall notify its insurer that the County is requiring third party notice of mid-term cancellation per Minn. Stat. §60A.36, Subd. 2a.

3.10.13.

Nothing in the Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

3.10.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

3.11. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

3.12. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County: xxx

Contractor: xxx

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

3.13. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement 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 this Agreement are cumulative and not mutually exclusive.

3.14. Setoff

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 the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

3.15. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

3.16. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

3.17. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

3.18. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

3.19. Termination

3.19.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

3.19.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

3.19.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

3.20. Interpretation of Agreement; Venue

3.20.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

3.20.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

3.21. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

3.22. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

3.23. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

3.24. Debarment and Suspension

When Ramsey County is using federal funds for a purchase of \$25,000 or over, the federal government prohibits the County from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

3.25. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

4. Special Contract Terms and Conditions

4.1.

- Contractor agrees to implement and comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. Contractor agrees to comply with the Business Associate Provisions as attached (Attachment B) to and made a part of this agreement. Contractor agrees that County may amend these provisions from time to time, as it deems necessary.
- Because the Contractor's function or service, described in Section I, Scope of Services, will involve the disclosure of Protected Health Information (PHI) by the County, or the creation, use or disclosure of PHI by the Contractor on behalf of the County, the County (Covered Entity) is required to enter into a separate Business Associate Agreement (BAA) with the Contractor (Business Associate). The BAA ensures that the Contractor's performance under this contract (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, the Contractor agrees to the terms and conditions of the BAA, attached hereto and incorporated herein by reference as Attachment B, and further agrees to sign and provide the BAA to the County in conjunction with approval of this contract.



RAMSEY COUNTY

CONTRACTOR INFORMATION AND REFERENCE FORM

Ramsey County requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date:



RAMSEY COUNTY

CONTRACTOR APPLICATION FOR DESIGNATION OF

TRADE SECRET INFORMATION

Solicitation # CHSPS0000012388

Solicitation Title RFP DISABILITY CASE MANAGEMENT

The submitted quote/bid/proposal includes trade secret information that we, the contractor, believe to be classified as nonpublic (relating to a non-person) or private (relating to a person) information under §13.37 of the Minnesota Government Data Practices Act.

As such, we are requesting that certain provisions of our quote/bid/proposal response, as indicated below, be treated as trade secret data and that any request for access to the trade secret data be handled in accordance with the provisions of Ramsey County's Purchasing Standard Terms and Conditions.

Section
Page #
Topic

We understand that a decision regarding this request will be made by Ramsey County prior to award. If this classification request is granted, in the event the designation of this information as trade secrets is challenged, we agree to defend, indemnify, and hold harmless Ramsey County against any claims related to the designation of this data as trade secrets data.

We further understand that Ramsey County considers markings of "confidential" or "trade secrets" in the solicitation response to be insufficient to classify information in a response. We agree to indemnify and hold Ramsey County harmless from any damages arising out of the release of any materials or data unless they are specifically identified above.

Name and Title of Authorized Preparer

Signature

Date



RAMSEY COUNTY
NO SOLICITATION RESPONSE FORM

Ramsey County strives to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.

- 1. We did not feel we could be competitive.
- 2. We do not furnish the supplies, equipment materials or services requested.
- 3. Insufficient time to respond.
- 4. We did not have sufficient staffing to complete the solicitation response.
- 5. Not interested.
- 6. Other (350 character limit):

Contractor Name (as on file with the MN Secretary of State's Office, if applicable):

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date: