## **Solicitation of Interest**

Deliver service in community residential settings

**9/14/20: Solicitation of Interest Posted**

**9/28/20: Provider Meetings**

**Re: Swan Lake Site in Duluth 9:00am-10:30am**

**Duluth Via WebEx (WebEx invitation link below)**

[**https://stlouiscountymn.webex.com/webappng/sites/stlouiscountymn/meeting/download/f0835cc3e8114f469df9ed151cf673e1?siteurl=stlouiscountymn&MTID=m40c627c53104a15814e4b7e1fcb91b09**](https://stlouiscountymn.webex.com/webappng/sites/stlouiscountymn/meeting/download/f0835cc3e8114f469df9ed151cf673e1?siteurl=stlouiscountymn&MTID=m40c627c53104a15814e4b7e1fcb91b09)

**Re: Cedar Ridge Site in Virginia 1:30pm-3:00pm**

**Virginia Via WebEx (WebEx invitation link below)**

[**https://stlouiscountymn.webex.com/webappng/sites/stlouiscountymn/meeting/download/59e58dcc3b154a05a73627887ec60ffa?siteurl=stlouiscountymn&MTID=ma5371d636aa7cb6ff6e9fc1ceef39ea3**](https://stlouiscountymn.webex.com/webappng/sites/stlouiscountymn/meeting/download/59e58dcc3b154a05a73627887ec60ffa?siteurl=stlouiscountymn&MTID=ma5371d636aa7cb6ff6e9fc1ceef39ea3)

**10/30/20: 4:30pm: Proposals Due**

### **11/9/20-11/20/20 : Meeting with Families and SOI responders will be scheduled during this week**

**12/1/20: Provider recommendation to Minnesota State Operated Community Services (MSOCS)**

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# Introduction

### **Project overview**

The County of St. Louis, State of Minnesota (“St. Louis County”) is using this process to solicit interest in delivering service in up to two community based residential settings.

### **Scope of services (Attachment 1)**

The scope of services is listed in Attachment 1.

### **Proposal format and content (Attachment 2)**

When submitting a proposal, Proposers must follow the specific format and contents detailed in Attachment 2. Failure to do so will likely prolong the evaluation process.

# General rules

### **Process Overview**

This solicitation of interest ("SOI") is an invitation for Proposers to submit a proposal to the County. It is not to be construed as an official and customary request for bids, but as a means by which the County can facilitate the acquisition of information related to the purchase of services. Any proposal submitted is a suggestion to negotiate and **NOT A BID**.

### **Estimated timeline**

**9/14/20: Solicitation of Interest Posted**

**9/28/20: Provider Information Meetings in Duluth and Virginia**

**10/30/20; 4:30pm: Proposals Due**

### **11/9/20 to 11/20/20: Meeting with Families and SOI responders**

**12/1/20: Provider recommendation to Minnesota State Operated Community Services (MSOCS)**

These dates are subject to revision or cancellation by the County in its sole and absolute discretion.

### **Proposal submission**

Proposals will be submitted to Eric Blomstrom via email at [blomstrome@stlouiscountymn.gov](mailto:blomstrome@stlouiscountymn.gov). Proposers are strongly encouraged to make their submissions well in advance of the proposal due date as the process may take some time to complete.

Failure to submit a proposal on time may be grounds for rejection of the proposal; however, the County reserves the right, in its sole and absolute discretion, to accept proposals after the proposal due date.

### **Questions and communication restrictions**

Questions concerning this SOI should be submitted in writing via e-mail to the following address: [blomstrome@stlouiscountymn.gov](mailto:blomstrome@stlouiscountymn.gov).

Proposers shall not communicate, verbally or otherwise, with any St. Louis County personnel or boards or relevant consultant(s) concerning this SOI, except for the persons listed in this section. This restriction may be suspended or removed by the authority and direction of the persons listed above. If any Proposer attempts or completes any unauthorized communication, St. Louis County may, in its sole and absolute discretion, reject the Proposer’s Proposal.

### **County’s right to withdraw, cancel, suspend and/or modify SOI**

The County reserves the right to withdraw, cancel, suspend, and/or modify this SOI for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the SOI or otherwise.

### **Proposals will not be returned**

Upon submission, proposals will not be returned.

### **Public disclosure of proposal documents**

Under Minnesota law, proposals are private or nonpublic until the proposals are opened on the proposal due date. Once the proposals are opened, the name of the Proposer becomes public. All other data in the proposal is private/nonpublic data until completion of the evaluation process. The evaluation process is completed when the County enters into a contract with a Proposer. At that time, all remaining data submitted by all Proposers is public with the exception of data classified as private/non-public trade secret data under Minn. Stat. § 13.37 of the Minnesota Government Data Practices Act.

If the Proposer believes private/non-public data is included in its Proposal, Proposer shall clearly identify the data and provide the specific rationale in support of the asserted classification. Proposer must type in bold red letters the term “CONFIDENTIAL” on that specific part or page of the Proposal which Proposer believes to be confidential. Classification of data as trade secret data will be determined pursuant to applicable law, and, accordingly, merely labeling data as “trade secret” does not necessarily make the data protected as such under any applicable law.

The Proposer agrees, as a condition of submitting its Proposal, that the County will not, as between the parties, be liable or accountable for any loss or damage which may result from a breach of confidentiality related to the Proposal. Typically, pricing, fees, and costs are public data. The Proposer agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision.

### **Proposer’s costs**

The County shall not be responsible for any costs incurred by Proposer in connection with this SOI. Proposer shall bear all costs associated with proposal preparation, submission, and attendance at interviews, or any other activity associated with this SOI or otherwise.

### **Proposer’s ideas**

The County reserves the right to use any or all ideas, concepts, or other information provided in any proposals. Selection or rejection of the Proposal does not affect this right.

### **Collusion**

If the County determines that collusion has occurred among Proposers, none of the proposals of the participants involved in the collusion shall be considered. The County’s determination shall be final.

### **Conflict of interest**

The Proposer affirms that to the best of its knowledge the submission of its Proposal, or any resulting contract, does not present an actual or perceived conflict of interest. The Proposer agrees that should any actual or perceived conflict of interest become known, it will immediately notify the County and will advise whether it will or will not avoid, mitigate, or neutralize the conflict of interest.

The County may make reasonable efforts to avoid, mitigate, or neutralize a conflict of interest by a Proposer. To avoid a conflict of interest by a Proposer, the County may utilize methods including disqualifying a Proposer from eligibility for a contract award or cancelling the contract if the conflict is discovered after a contract has been issued. The County may, at its sole and absolute discretion, waive any conflict of interest.

# Evaluation and selection

### **Proposal evaluation and recommendation for selection**

This SOI does not commit the County to award a contract. Submission of a proposal shall neither obligate nor entitle a Proposer to enter into a contract with the County. The County reserves the following rights, to be exercised in the County’s sole and absolute discretion: 1) to determine whether any aspect of a proposal satisfactorily meets the criteria established in this SOI; 2) to seek clarification or additional information from any Proposer; 3) to negotiate, sequentially or simultaneously, pricing and/or terms with any Proposer or vendor; 4) to reject any or all proposals with or without cause; 5) to waive any irregularities or informalities in a proposal; 6) to cancel or amend by addenda this SOI, in part or entirely;

6) to award multiple contracts to Proposers; and/or 7) award a contract to a vendor that did not submit a proposal.

Evaluation of proposals by a selection committee, evaluation panel, County staff, a technical advisory committee, or by another group, individual or entity is advisory only. The County Board or its designee may consider or reject such evaluation(s) for any or all proposals. Such evaluations are for the sole benefit of the County Board or its designee, and as such, they are not binding upon the County, nor may they be relied upon in any way by a Proposer.

### **Evaluation of responsiveness**

The County will consider all the material submitted by the Proposer to determine whether the Proposer’s offer is in compliance with the terms and conditions set forth in this SOI. Proposals that do not comply with the provisions in this SOI may be considered nonresponsive and may be rejected.

### **Evaluation of responsibility**

To determine whether a Proposer is responsible, the County will consider the Proposer’s general qualifications to perform the requested services in a satisfactory manner; financial responsibility; integrity; skill; and ability.

Factors considered by the County may include, but are not limited to, Proposer’s past performance on previous projects; the Proposer’s technical capabilities; individual qualifications of Proposer’s key personnel; and the Proposer’s financial ability to perform on the contract. Proposals from Proposers considered non-responsible will be rejected.

### **Evaluation panel and evaluation criteria**

After review of each responsive proposal, the County may immediately award a contract to a successful Proposer based on the evaluation criteria, or it may establish a short list of Proposers for further consideration. The short list of Proposers may be asked to provide additional information, including but not limited to two years of audited financial statements. The short list of Proposers may also be asked to attend an in-person or telephone interview/presentation, as determined by the County in its sole discretion.

Evaluation criteria shall include the following in order of importance:

* + 1. Plan for performing services, including without limitation:
* Capacity and ability to meet the housing and service needs of the individuals being served, as outlined below.
* Approach to performing these services in a person-centered manner.
  + 1. Experience and qualifications, including without limitation:

##### Preferred qualifications, experience and background:

St. Louis County is interested in partnering with service providers that use innovative, person- centered practices to support individuals in experiencing full lives of inclusion and integration in the community. Providers responding to this SOI must have the following qualifications:

* + - * A track record of providing quality services to adults in a Community Residential Setting to persons with IDD.
      * The ability to provide individualized care based on each person’s unique needs.
      * Experience collaborating and building positive relationships with other stakeholders also supporting service recipients. This may include law enforcement, neighbors, schools, families/guardians, medical professionals, etc.
      * Experience supporting a service recipient through a difficult transition in his/her life.
      * Capacity to hire, train and retain qualified staff and provide services in a timely manner.
      * Able to adhere to standards for HCBS services as outlined in policy, statute, etc.
      * Enrolled as a MHCP provider, with a 245D HCBS license.
      * Knowledge and/or experience with person centered care, trauma informed care, working with individuals with IDD, medical, history of aggression, etc.
    1. Quality of Proposal, including without limitation:
       - Demonstrated understanding of the scope of services
       - Compliance with proposal format & content
       - Clarity and thoroughness of Proposal

Also, St. Louis County and MSOCS have identified a process for including current residents, their legal representatives, and possibly other team members in this SOI process. Representatives from teams may be a part of pre-proposal conference, responder interviews, proposal reviews, etc.

### **Interviews/presentations**

The County reserves the right to request additional information from Proposers during any phase of the proposal evaluation process.

### **Execution of contract**

Before a contract becomes effective between the County and any Proposer, the contract award must be ratified and signed by the County Board or its designee. If for any reason the County Board or its designee does not ratify and sign the contract then there are no binding obligations whatsoever between the County and the Proposer relative to the proposed contract.

# Attachments

#### Attachment 1 – Scope of services

* 1. **Attachment 2 – Proposal format and content**

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# Attachment 1 – Scope of services

### **Background**

St. Louis County is distributing this SOI to identify home and community based service (HCBS) providers interested in providing services at up to two (2) licensed community residential settings (CRS) located in Virginia and Duluth in St. Louis County. The two homes that are included in this SOI are already CRS homes. These homes are currently owned by the State of Minnesota and services are provided by Minnesota State Operated Community Services (MSOCS). State operated residential programs for people with disabilities are being directed to focus on serving individuals whose needs are so complex or behaviors so challenging that they cannot be served by other providers. This change in focus has been driven by Minnesota’s Olmstead Plan, the recommendations from the Office of the Legislative Auditor (OLA), and in directives from the Minnesota Legislature. The individuals at these homes do not require that intensive level of care and can be well supported by other providers. Therefore, MSOCS, in partnership with St. Louis County, will be transferring operation of the homes to a private sector service provider.

St. Louis County is seeking to identify qualified HCBS providers, who have experience working with individuals such as those currently living at these facilities, who are interested in leasing the properties from the State of Minnesota and providing 245D services to the residents choosing to remain in the homes and any future residents. The CRS beds and licensure for each home will transition to the chosen provider(s).

St. Louis County’s objective is to identify providers who have the previous experience and resources needed to partner with St. Louis County to implement this transition. In support of this, the new provider(s) will need to hire their own staff for each home.

Responding providers may express interest in any individual home or up to all five homes.

### **Target Population**

Included below are detailed descriptions of the current ICF-DD facilities that will be converted to CRS homes. Included is information about the target population, staffing specifics, and other general descriptions of who is living at each site currently.

* Home 1 – Swan Lake- 4 beds at 1423 Swan Lake Road, Duluth description
* Home 2 – Cedar Ridge- 4 beds at 700 S. 7th Ave., Virginia description

**Swan Lake Site Description**

|  |  |
| --- | --- |
| Address | 1423 Swan Lake Road, Duluth, MN 55811 |
| CRS Beds | Four (4). As of the date of this LOI’s publication, two beds are occupied. |
| Property Costs | 1% of Assessed Value of Home (2019): $ 335,900  The State of Minnesota uses 1% of the assessed value of a home as a starting point for lease negotiations when all utilities are included in the monthly lease. The lease is negotiable, particularly if the provider would like to pay for some utilities or maintenance items separately.  Detailed information on property costs:  Utilities (Gas, Electric, Water/Sewer): $5545 per year  Maintenance (MSOCS): $260 per year  Fire Alarm Systems (Fire Alarm/sprinkler servicing/inspection, annual monitoring, extinguisher inspection): $1,100 per year  Furnace inspection: $400 per year  Garbage Carrier: $475 per year |
| Staffing | Total number of shared hours: 40  Total number of individual hours: 1.12  Currently the home has a minimum of 1:2 shared staffing ratio during program hours, with an overlap shift to allow for 2:2 staffing for community involvement, and 1:2 awake night staffing. Both individuals have retired from their day program. |
| About the property | The Swan Lake home is located in Duluth Heights, between W. Arrowhead Road and Maple Grove Road. The home is in a busy neighborhood with many neighbors on all sides and is directly across the road from Mt. of Olives Baptist Church.  The home sits on hilly lot with a good sized back yard equipped with large cement patio. The garage is attached to the home and has a single large door and a regular door, leading to the back to the patio. The driveway is paved and with enough parking for roughly six vehicles. Swan Lake is a large single level home with six bedrooms and two bathrooms. The home is completely handicap accessible. |
| About the residents | Each individual has a diagnosis of mild to profound intellectual disabilities, MI diagnosis, health conditions, and blindness. Swan Lake is medical home in which staff administer medications, provide catheter care, ileostomy care, wound care, repositioning, monitor seizures, and provide some positive behavior supports for lesser behaviors such as picking and verbal aggression.  Each individual in the home needs supervision and supports in all areas of daily living including: grooming, bathing, toileting, domestic skills, and leisure activities. |

**Cedar Ridge Site Description**

|  |  |
| --- | --- |
| Address | 700 South 7th Avenue, Virginia, MN 55792 |
| CRS Beds | Four (4). As of the date of this LOI’s publication, three (3) beds are occupied. |
| Property costs | 1% of Assessed Value of Home (2019): $252,700  The State of Minnesota uses 1% of the assessed value of a home as a starting point for lease negotiations when all utilities are included in the monthly lease. The lease is negotiable, particularly if the provider would like to pay for some utilities or maintenance items separately.  Detailed information on property costs:  Utilities (Gas, Electric, Water/Sewer): $7860 per year  Maintenance (MSOCS): $1720 per year  Fire Alarm Systems (Fire Alarm/sprinkler servicing/inspection, annual monitoring, extinguisher inspection): $1,227 per year  Furnace inspection: $240 per year  Garbage Carrier: $1650 per year  Snow Removal: $400 per year |
| Staffing | Total number of Shared hours: 24 hours  Total number of Individual hours: one individual receives 24.00 hours of individualized supports due to mobility issues, the remaining two receive .08 each.  Currently the home has a minimum of shared 1:3 ratio during program hours, with one person receiving 1:1 all day. Additional staff are scheduled as needed for individualized community inclusion. The home is staffed with one shared awake night staff and a 1:1 awake overnight. |
| About the property: | The Cedar Ridge House is a ranch-style home that is handicapped accessible. The home was built in 1992. It has an attached two stall garage. The home is on a large corner lot on a fairly busy street in the center of a residential area. The population of the city is 8,900. The home has four private bedrooms which are nicely decorated based on the choices and interests of the individuals living there. There are two bathrooms with a handicap accessible shower and a whirlpool tub with a chair lift.  The house has a fenced in backyard and patio. There are a number of recreational areas within 5-15 miles of the home. This home is located near a number of small cities on the Iron Range including, Eveleth, Gilbert, Aurora and Biwabik.  The Cedar Ridge House currently has three females residing in the home, the age range is 56-71 years old. All of the individuals are retired from a work program. Staff provide support and skill building in areas of self-care, domestic skills, communication, leisure recreation and community integration.  Medical services are accessed at the local hospitals and clinics.  All are associated with Essentia Health- Duluth or the Fairview Clinic system with hospitals in Aurora, Virginia and Hibbing. |
| About the residents: | The individuals in the home do not have verbal skills. The home currently supports individuals diagnosed with a Profound Intellectual Disability, Epilepsy/Seizure Disorder, Autism, Dementia, Depression and Anxiety as well as arthritis, orthopedic and mobility issues.  Two individuals are ambulatory however when they are very unsteady they can use a wheelchair for safety. Another individual uses a walker and a wheelchair for mobility in the home. In the community all three individuals use a wheelchair for long distances. All individuals have a doctor ordered diet and food texture. All individuals need assistance with eating their meals. All individuals have a Guidelines for Staff Intervention Plan to assist with managing target behaviors, such as, physical aggression, property destruction and self-injurious behavior. Staff also administer psychotropic medication per doctor’s orders. |

### **Project description**

The individuals living in the homes will continue to receive supports through Medical Assistance (MA) home and community based services (HCBS) waiver programs. For detailed information on each waiver and the standards for providing each service, refer to the [community based services manual.](http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=id_000402) They include:

* Brain Injury (BI) waiver: Foster Care, Adult, Corporate
* Community Access for Disability Inclusion (CADI) waiver: Foster Care, Adult, Corporate
* Developmental Disabilities (DD) waiver: Supported Living Services, Adult, Corporate

Both homes currently serve individuals with an Intellectual/Developmental Disability (IDD) who receive services through the DD waiver. For detailed information regarding the support needs for each site, please refer to the site descriptions.

##### Person centered transition planning:

Currently Swan Lake has two occupied beds people and Cedar Ridge has 3 occupied beds. The thought is that the homes will each have 4 individuals living in them at the time of this transition. However, that could change at any time. If someone were to move to an institution or into their own home, the decision of whether or not to fill the bed would be up to the current provider (MSOCS). It is St. Louis County’s intent that when the new service provider is chosen all licensed beds at the home will transition to the new provider.

MSOCS and St. Louis County acknowledge that this change may be difficult for some individuals living in these homes and their guardians. Each person’s team has been notified of this change and their case manager is supporting them through this process. Whenever there is a change, it is a good opportunity to explore support options within our system. Therefore, each individual is being offered additional supports to ensure they are well informed of all their choices for services. This may include:

* Staying in the current home with the new provider agency
* Moving to a different foster care home
* Moving to a different setting

##### Leasing from the State of Minnesota:

The State of Minnesota owns both homes. The State is not able to sell any of the properties, but is able to negotiate and enter into a lease for each home. Leases with the State are typically for five year terms, but can be negotiated for shorter terms. Representatives from St. Louis County and MSOCS will support the chosen provider agency(s) during the leasing process.

Information regarding the lease:

* The State generally uses 1-1.2% of a home’s assessed value as a proposed monthly lease amount. If the provider chooses, an all-inclusive monthly rate can be determined.
* All-inclusive leases include:
  + Rent of the home
  + Utilities (gas, electric, water, sewer)
  + Fire alarm systems/extinguisher checks
  + Garbage services
  + Lawn care
  + General property maintenance
  + Note: Snow removal is not included.
* If the new service provider would like to secure some of proposed all-inclusive items separately, that is negotiable with the State.
* Lease terms are negotiable and are subject to change based on market cost and demand.
* A 2% annual increase is generally applied to the leasing schedule.
* Other details of the lease arrangement can be found in the lease template, provided by the State, that has been provided.

### **Expected outcomes**

The primary outcome of this process is creating a list of providers that are qualified to deliver this service. St. Louis County will create the list of finalists based on the information provided in the proposal narratives.

St. Louis County will invite the finalists to participate in an interview process. Participants in this process may include the individuals receiving services, guardians, MSOCS staff and St. Louis County staff.

The initial evaluation of SOI proposals will include reviewing the agency’s person-centered practices and philosophy of care, the agency’s potential to be successful at operating the home, experience providing HCBS services to adults with IDD and evaluation of other supporting materials.

Final interviews will include evaluation of the agency’s ability to support residents and teams, ability to successfully staff home(s), and the ability to execute plans.

### **Vendor qualifications and experience**

* + - A track record of providing quality services to adults in a Community Residential Setting to persons with IDD.
    - The ability to provide individualized care based on each person’s unique needs.
    - Capacity to hire, train and retain qualified staff and provide services in a timely manner.
    - Able to adhere to standards for HCBS services as outlined in policy, statute, etc.
    - Enrolled as a MHCP provider, with a 245D HCBS license.
    - Knowledge and/or experience with person centered care, trauma informed care, working with individuals with IDD, medical, history of aggression, etc.

### **Reimbursement**

Providers will be paid for these services through the state’s housing support program and through Medical Assistance (MA) Home and community based services (HCBS) waiver programs.

Because a change in provider will occur for all existing residents, rates will be established using the disability waiver rates system (DWRS). When turnover in residents occurs in the future, the rates for new residents would also be established using DWRS. For detailed information regarding the staffing levels for each site, please refer to the site descriptions for the five homes.

# 

# Attachment 2 – Proposal format and content

### **Proposal format**

Applicants should use the following format in preparing all proposals. Failure to do so may result in a reduced rating by the evaluation panel.

* + - Use 11-point Arial font with one-inch margins on 8½ X 11-inch paper
    - Please abide by the limits for each proposal narrative as they are listed below in Sec. 4.22,
    - Pages exceeding the maximum may be removed prior to evaluation. No additional information is requested.

### **Proposal content**

##### A complete SOI will contain the following information:

1. Complete and return the agency fact sheet that has been included in the event package in the supplier portal. Be sure to include all of the additional documents that are requested as part of the agency fact sheet, including any 1-page narrative summaries for any or all homes in which the agency is offering to assume responsibility for delivery of services.
2. In no more than two (2) pages total, describe your agency’s experience providing HCBS services to adults with intellectual and developmental disabilities.
3. In no more than one (1) page, describe your agency’s experience collaborating and building positive relationships with other stakeholders also supporting service recipients. This may include law enforcement, neighbors, schools, families/guardians, medical professionals, etc.
4. In no more than one (1) page, describe your agency’s experience serving people in a manner that promotes inclusion, diversity and equity, including but not limited to respecting one’s language, ethnic, racial, religious, and sexual orientation.
5. In no more than one (1) page, share an example of when your agency helped support a service recipient through a difficult transition in his/her life.
6. In no more than one (1) page, describe how your agency will recruit, hire, train and retain staff for the home(s).

### **Additional documentation**

A lease template has been included in the event package in the supplier portal. That lease is an example of the document that will be used by the Minnesota Department of Human Services with the vendors that are eventually selected to assume services in these two existing homes.