HENNEPIN COUNTY

Department of Human Services and Public Health

REQUEST FOR PROPOSALS

Child Welfare System Transformation

Release Date: April 4, 2017

Proposal Due Date: 3:00 p.m. on May 11, 2017
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Request for Proposal

1.0 Introduction

1.1 Summary

The County of Hennepin, State of Minnesota (“County”) is soliciting proposals for consultation and assistance to transform its child welfare system from being focused primarily on child safety to being focused on child well-being. Child well-being is an umbrella concept that includes child safety and permanency together with the well-being domains described in the scope of service, Section 6.3. Hennepin County is seeking expertise from organizations which have successful experience working with child welfare systems to assist with developing strategies, policies, procedures, and a business model that implements best practices to support and promote well-being for children served by Hennepin County.

► For the Scope of Services see Attachment 1
► For Proposal Format and Content see Attachment 2

1.2 Pre-proposal conference

No preproposal conference will be held. All questions must be submitted by email prior to the deadline for submitting questions. An addenda that contains answers to all of the submitted questions will be posted on the webpage.

2.0 Instruction to Proposers

2.1 General Rules

This Request for Proposals ("RFP") 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 as provided herein constitutes a suggestion to negotiate and NOT A BID.

2.2 Estimated timeline and extension of time

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>April 4, 2017</td>
<td>Release of RFP</td>
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<tr>
<td>April 18, 2017</td>
<td>Closing date for all questions</td>
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<tr>
<td>April 24, 2017</td>
<td>Questions posted to Internet</td>
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<tr>
<td>May 11, 2017</td>
<td>Final date for receiving proposals, 3:00 p.m.</td>
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<tr>
<td>July 2017</td>
<td>Recommendation and notification</td>
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<tr>
<td>September 2017</td>
<td>Effective start date of contract(s)</td>
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</table>
These dates are subject to revision or cancellation by the County in its sole and absolute discretion.

2.3 Proposal Submission

Each Proposer must submit one (1) electronic copy of the proposal either via USB drive or email. The County must receive proposals no later than 3:00 p.m. Please address email submissions to timothy.hastings@hennepin.us

Flash drive submissions should be sent to the following address:

Tim Hastings  
Hennepin County HSPHD  
Contract Management MC 150  
300 6th Street South  
Minneapolis MN  55487-0150

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 time and date specified. The County is not responsible for delays caused by the U.S. Postal Service or any other carrier or delivery service.

2.4 Inquiries and Communication Restrictions

Inquiries concerning this RFP should be submitted in writing via e-mail to following:

timothy.hastings@hennepin.us

Proposers may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from Hennepin County or relevant consultant(s), other than 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, Hennepin County may, in its sole and absolute discretion, reject the Proposer's proposal.

2.5 Addenda

The County reserves the right to modify the RFP at any time prior to the proposal due date. If the RFP is modified, addenda to the RFP will be provided to all Proposers known to have received a copy of the RFP. It is the responsibility of each prospective Proposer to assure receipt of all addenda.

The County will modify the RFP only by formal written addenda. Proposer's proposal should be based on the specifications herein and any formal written addenda from the County, not oral or other interpretations or clarifications, including those occurring at pre-Proposal meetings, site visits, etc.
2.6 **County’s Right to Withdraw, Cancel, Suspend and/or Modify RFP**

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

2.7 **Proposer’s Right to Withdraw or Modify Proposal**

A proposal may be withdrawn on written request of the Proposer prior to the proposal due date. Prior to the proposal due date, changes may be made, provided the change is submitted in writing and signed by an officer or authorized representative of the Proposer. No modification, unless in writing, will be accepted.

2.8 **Proposals Will Not Be Returned**

Upon submission, proposals will not be returned.

2.9 **Public Disclosure of Proposal Documents**

Under Minnesota law, proposals are private and 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 or 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 exempted under Minn. Stat. Section 13.37 of the Minnesota Government Data Practices Act.

If the Proposer believes non-public data is included in its proposal, Proposer shall clearly identify the data and cite the Minnesota Government Data Practices Act exemption(s). However, the Proposer agrees, as a condition of submitting a proposal, the County will not be liable or accountable for any loss or damage which may result from a breach of confidentiality, as may be related to the proposal. 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.

2.10 **Proposer’s Costs**

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

2.11 Collusion

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion shall be considered. The County's determination shall be final.

2.12 Conflict of Interest

The Proposer affirms that, to the best of its knowledge, its proposal does not present a conflict of interest with any party or entity, which may be affected by the terms of a contract resulting from this RFP. The Proposer agrees that, should any conflict or potential conflict of interest become known, it will immediately notify the County of the conflict or potential conflict, and will advise the County whether it will or will not resign from the other engagement or representation. Further, the County may make reasonable efforts to avoid, mitigate, or neutralize an organizational conflict of interest by a Proposer in all competitive procurements. To avoid an organizational conflict of interest by a Proposer, the County may utilize methods including disqualifying a Proposer from eligibility for a contract award or canceling the contract if the conflict is discovered after a contract has been issued. To mitigate or neutralize an organizational conflict of interest by a Proposer, the County may use methods such as revising the scope of work to be conducted, allowing Proposers to propose the exclusion of task areas that create a conflict, or providing information to all Proposers to assure that all facts are known to all Proposers. The County may, at its sole and absolute discretion, waive any conflict of interest.

3. Scope of Services (Attachment 1)

The Scope of Services is included as Attachment 1 and is hereby incorporated by reference.

4. Proposal Format and Content (Attachment 2)

Proposers must follow the format and content requirements attached as Attachment 2 when submitting proposals.

5. Evaluation and Selection

5.1 Proposal Evaluation and Recommendation for Selection

The RFP does not commit the County to award a contract. Submission of a proposal as provided herein 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 RFP; 2) to seek clarification or additional information from any Proposer(s); 3) to negotiate, sequentially or simultaneously, pricing and/or terms with any Proposer(s) or contractor(s) that did not submit a proposal; 4) to reject any or all proposals with or without cause; 5) to waive any irregularities or informalities in a proposal; 6) to cancel and/or amend by addenda this RFP, in part or entirely; and 6) to award multiple contracts to Proposers and/or contractors 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.

5.2 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 RFP. Responses that do not comply with the provisions in this RFP may be considered nonresponsive and may be rejected.

5.3 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 and/or attend an in-person or telephone interview and/or demonstration, as determined by the County in its sole discretion.

Evaluation factors shall include the following in order of importance:

1. The **quality** of the proposal including, without limitation:
   - its completeness in addressing the requirements of this RFP and Scope of Services;
   - the work plan and schedule submitted as a part of the proposal; and
   - demonstrated grasp of the work required for this project.

2. The **qualifications** of the Proposer and/or Proposer’s staff including, without limitation:
   - general qualifications;
   - specialized qualifications and professional competence in areas directly related to this RFP; and
   - successful completion of similar projects in counties or jurisdictions similar to Hennepin’s size and demographics.
3. The experience of the Proposer and/or Proposer’s staff on similar projects with the county or with others including, without limitation, any references provided by the Proposer for itself and/or individual staff members.

The County will consider the trade-off between proposal price and the other evaluation factors in determining the proposals which are most advantageous to the County.

5.4 Interviews/Presentations

The County reserves the right to request additional information from Proposers during any phase of the proposal evaluation process. During the evaluation process, the County may require the presence of a Proposer to make a presentation and/or answer specific questions regarding their proposal.

5.5 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

Attachment 2 – Proposal Format and Content

Attachment 3 – Hennepin County Terms and Conditions

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Attachment 1: Scope of service

6.1 Background

In the recent past, Hennepin County Department of Health and Human Services has undertaken self-examination of its policies and practices in regard to its provision of child welfare services including child protective services. This self-examination has included a comprehensive review of services for children and an evaluation and report regarding child protection operations done by Casey Family Programs.

In June 2015 as a result of Hennepin’s self-examination, the County Board created a Child Protection Oversight Committee which met regularly from October 2015 to October 2016. The Child Protection Oversight Committee issued six core recommendations to the County Board for improving the delivery of services to children and families in Hennepin County:

A. Adopt a focus on child well-being;
B. Stabilize the workforce;
C. Improve professional supports;
D. Offer early and practical help to families;
E. Improve data sharing;
F. Continue study and maintain accountability.

The report from the Committee is here: Report from the Hennepin County Child Protection Oversight Committee.

Hennepin County is seeking expertise from organizations with a demonstrated history of providing effective consultation and assistance in implementing a plan for system transformation guided by these recommendations.

The Hennepin County Child Well-being Practice Model was approved by the Child Protection Oversight Committee and should be a significant reference document for responders to this request for proposals.

6.2 Target population

Hennepin County HSPHD is striving to improve service delivery and coordination to all children and families across services areas, including those children and families involved with areas outside HSPHD like the Department of Community Corrections and Rehabilitation (DOCCR). This improvement and coordination will extend to all forms of service delivery including children’s mental health services, income and food supports, public health, and other areas where children and their families interact with the County.
6.3 Project description

Hennepin County HSPHD is adopting a set of values that focus on child well-being as a family, community, school, and government responsibility. When a child is under the responsibility of Hennepin County or the child’s family is touched by county services, Hennepin County wants to ensure its business models, policies, and procedures that promote each child’s well-being and ensure Hennepin’s assistance that does nothing to undermine or jeopardize the well-being of children.

For purposes of this solicitation, “well-being” means that children are supported in their families, schools, and communities to have basic competencies in these interrelated domains:

- Cognitive, which means appropriate brain development and ability to learn;
- Social and emotional, which means the ability to have age-appropriate relationships with family, peers, and community members;
- Psychological and behavioral development, which means the ability to have an age appropriate understanding of the self and to self-regulate behavior;
- Physical health, which means the child is healthy and developmentally on target or, if not, appropriate care is given to restore the child’s health and functioning;
- Spiritual and cultural, which means grounding the child as an essential participant and valued member of the child’s community.

Child well-being is promoted by:

- Meeting the child’s basic needs for food, clothing, and shelter;
- Meeting the child’s need for attachment to at least one caring and competent adult;
- Minimizing toxic social and biological conditions for children;
- Teaching, promoting, and reinforcing prosocial behavior;
- Limiting opportunities for problem behavior;
- Promoting psychological flexibility and a mindful approach to pursuing values;
- Stabilizing caregiver disruption;
- Creating a family and community responsive Child Welfare System;

The proposal should include analysis of and recommendations for improvement to:

- the current business model of Children and Families Services (the division that provides child welfare services to children in Hennepin County) to include a model of engagement and practice that is focused on prevention, early intervention, and child well-being and that uses foster care as a last resort to address the temporary safety concerns for a child;
- the coordination of and collaboration on services between Hennepin County and community agencies or other partners working with children and families, e.g., schools, physicians, parenting supports and services, mental and chemical health providers, and other community-based agencies;
- coordination of and collaboration on services and practices across services areas of the Hennepin County Human Services and Public Health Department (child protection, child welfare, children’s services (including foster care and adoption), public health (including early childhood, eligibility and work supports), and women, infant and children(WIC)) that could improve child well-being;

- coordination of efforts with other Hennepin and state agencies serving children and families (e.g., Department of Community Corrections and Rehabilitation, Hennepin County Medical Center, NorthPoint, Hennepin Library System, the Fourth Judicial District, particularly Juvenile and Family Court Divisions)

The proposal should include a roadmap that will assist Hennepin County with training, establishing changes, monitoring progress to achieve recommended changes, and sustaining changes long-term.

The consultation and assistance Hennepin County seeks is to design and implement a system to:

A. Improve outcomes for children and families by shifting Hennepin’s system focus to child well-being. Improved outcomes for children include:
   - reducing the need for out-of-home placement by enhancing child safety in the home;
   - reducing trauma children experience while involved with the child protection system, e.g., reducing the number of moves children experience when in out-of-home placement, examining policies and practices to enhance and support (not disrupt) relationships for children both at home and in foster care;
   - mitigating child trauma through assessment of the child’s trauma experiences, the child’s needs and the provision of appropriate services so that the child’s functioning is improved;
   - reducing re-reporting of child maltreatment and re-entry into foster care;
   - enhancing parental capacity to identify and meet the needs of the child and, ultimately, to reduce the occurrence of child maltreatment.

B. Support, stabilize, and effectively train and supervise staff to improve outcomes for children.

C. Build strong partnerships with the community to improve outcomes for children, particularly African American and American Indian children who are disproportionately represented in Hennepin’s child welfare system; this means working with community system partners, e.g. schools, physicians, and community providers, to address the educational needs, physical health, mental health, and social-emotional needs of children. Community means communities or neighborhoods, particularly those with disparate participation in the child welfare system, community agencies, especially those serving African American and American Indian children and families, mandated reporters, parent organizations, and schools.

D. Cultivate and nurture a shared vision across all Hennepin County agencies, the people served by those agencies, community providers, other system stakeholders, and county residents of the necessary imperatives: to address
trauma experienced by children and families in Hennepin County; of preventing trauma experienced by children; of interrupting generational cycles of trauma, violence, poverty, and system dependency; and doing so through primary prevention efforts; and the adoption of community values that favor the well-being of children.

6.4 Expected outcomes and deliverables

A. Vendor will conduct a short period of discovery and evaluation to learn current operations of the Hennepin County child welfare system and its effectiveness in producing positive outcomes for children including how and when the current system focuses on child well-being and gaps in this focus. This will include reviewing the self-evaluation done by Hennepin County under the Comprehensive Review, the Casey Family Programs Report and Recommendations (June 2015) and recent Child and Family Services Reviews and resulting Program Improvement Plans by the Minnesota Department of Human Services in order to understand the effectiveness of current business models, policies, practices, and procedures in achieving outcomes for children in the child welfare system, and a review of current practices for Hennepin’s use of its child shelter system for abused and neglected children.

B. After discovery and evaluation of Hennepin County’s current child welfare system, the vendor will develop a plan with specific strategies to achieve the following:

1. Improve outcomes for children and families by shifting Hennepin’s system focus to child well-being. This includes improving on all federal child welfare indicators, e.g., reducing re-reporting of child maltreatment and re-entry into foster care, and also including:
   a. reducing the use of and need for out-of-home placement by enhancing child safety in the home;
   b. reducing trauma children experience while involved with the child protection system, e.g., reducing the number of moves children experience when in out-of-home placement, examining policies and practices to enhance and support (not disrupt) relationships for children both at home and in foster care;
   c. mitigating child trauma so that child’s functioning is improved through assessment of the child’s trauma experiences, the child’s needs and the provision of appropriate services;
   d. enhancing parental capacity to identify and meet the needs of the child;
2. Support, stabilize, and effectively train and supervise staff to achieve improved outcomes for children;

3. Build strong partnerships with the community to achieve improved outcomes for children, particularly African American and American Indian children who are disproportionately represented in Hennepin’s child welfare system; this includes working to develop a robust provider community that aligns with Hennepin’s well-being philosophy, practices, and approach and working with other entities that have responsibility for children to help improve disparate participation in the child welfare system;

4. Cultivate and nurture a shared vision across all Hennepin County agencies, the people served by those agencies, community providers, other system stakeholders, and county residents of the necessary imperatives: to address trauma experienced by children and families in Hennepin County; of preventing trauma experienced by children; of interrupting generational cycles of trauma, violence, poverty, and system dependency; and doing so through primary prevention and early intervention efforts; and the adoption of community values that favor the well-being of children.

C. Vendor’s plan will articulate both the vendor’s role and Hennepin’s role in the implementation of the plan and strategies including specific milestones and a proposed time table. The plan should be a roadmap for system transformation from a child welfare system focused primarily on child safety to one focused on partnering with the community to enhance child well-being.

6.5 Vendor qualifications and experience

There are no mandatory qualifications for this RFP, but interested Proposers should have experience providing consultation on similar services with a scope of this size. Proposers should have significant experience in providing consultation services to child welfare systems and be able to demonstrate significant knowledge of child welfare systems.

6.6 Contracts

A contract term will be negotiated based on the submission or submissions that are recommended for contract negotiations.

6.7 Reimbursement

This will be a cost reimbursement agreement. Please refer to Attachment 3: Hennepin County terms and conditions.
Attachment 2: Proposal format and content

7.1 Format

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

- Use 10-point, Arial font, one-inch margins, and single spaced lines on 8½ X 11-inch paper
- Consecutively number all pages including any attachments
- Do not exceed the proposal narrative page limit set forth below
- Pages exceeding the maximum may be removed prior to evaluation

Proposal narratives are to be a maximum of 10 pages in length.

7.2 Narrative content

An applicant with experience in providing consultation and assistance to child welfare agencies in one or more of the following areas may submit a proposal that excludes some of the areas listed. However, the applicant should expressly indicate those areas that the proposal’s narrative plan excludes.

The proposal narrative plan should address the following:

A. Provide a narrative description of consulting projects involving similar services and of similar scope that the vendor has performed.
B. Provide information on the qualifications and experience of the staff members that would lead and play other significant roles on the project team.
C. How the proposer will review, assess, make recommendations for, and assist with implementation of changes to child welfare business and practice models utilized by Hennepin County, including identifying work flow and practice change opportunities that would improve services to children and families with a particular focus on developing a service approach that:
   1. Is an holistic, comprehensive assessment of family functioning and child functioning and development, regardless of how the service (child protection, child welfare, or other) is provided;
   2. Prevents dissolution of vulnerable families when there is risk for maltreatment or removal, but safety is not compromised; this means enhancing the agency’s ability to do effective crisis response to families who are struggling with risk and safety issues;
   3. Enhances practices and supports, both internal and external to the agency, related to:
      • effective service delivery for prevention services
      • reunification accompanied by a reduction in re-entry issues experienced by Hennepin County
• concurrent permanency planning
• timely and quality case planning
• post permanency support
• resources for older youth

4. Establishes multidisciplinary team decision-making at appropriate points throughout continuum of decision-making, contact with the family, and service delivery;

5. Identifies opportunities for changes to the business and practice models and work flows including identifying areas for change, making recommendations about change, and working with Hennepin County on a plan for implementing the change.

D. How the proposer will help to identify and establish metrics to measure the outcomes identified in Section 6.4. Plan should include improving data quality in the social services information system and other information systems used by Hennepin County (e.g., the Electronic Case Filing system). Proposal should include planning and implementation related to:

1. Identifying and recording child well-being metrics, e.g., school stability, academic achievement, school readiness, mental health, physical health, social/emotional well-being

2. Integrating data into performance evaluation (setting the expectation that effective use of data is part of staff performance at all levels)

3. Utilizing metrics across the agency service and operations continuum (worker, supervisor, management) and with the County Board, Child Well-being Advisory Committee, and the public

4. Measuring the effectiveness and alignment of contracted services in achieving agency improved outcomes for children

E. How the proposer will assist with creation of practice standards which align with the county’s Child Well-being Practice Model. Hennepin County anticipates that practice standards will be the tool that staff use to improve service delivery and quality decision-making. Practice standards will address the significant stress experienced by children and families and will aim to build healthy development and protective factors to counterbalance the toxic effects of stress and trauma.

F. How the proposer will assist with implementing a plan for ongoing support of practice standards to include:

1. Developing initial and ongoing training plans for staff across the operations continuum (worker, supervisor, management) that develop outstanding assessment skills necessary to meet the child’s well-being needs

2. Ways to monitor fidelity to practice standards

3. Ways to demonstrate that standards are improving outcomes for children and families

4. Developing a systematic Case Record Review process/Quality Service Review/Continuous Quality Improvement

G. How the proposer will identify, plan for, and assist with implementing best practices in regard to:
1. Identifying prevention and early intervention opportunities to enhance child well-being across the continuum of existing county services; assisting the county to establish pathways for service referrals

2. Working with the community and community agencies to establish pathways for prevention and early intervention opportunities for children and families

3. Serving chronic neglect families and other families whose children cycle through the system multiple times

4. Assisting families to access services for continued or renewed support after exiting services from child protection, particularly for:
   - parents who experience mental health or chemical dependency and who have achieved reunification after a child’s out-of-home placement; and/or
   - relatives who have adopted or accepted a transfer of permanent legal and physical custody

5. Building supports for older youth in foster care, particularly children under state guardianship, who will not be adopted

7.3 Exceptions to the county’s contractual terms

Exceptions to any requirements of Hennepin County’s terms and conditions (Attachment 3) must be clearly identified. The stated exceptions and any alternatives offered must be included in the proposer’s response. **If no exceptions are documented in the proposal, it shall be deemed by the county that the proposer has accepted all of the provisions of the contract, and that the proposer has waived the right and intent to take exceptions as of the proposal submission.** The county may decide to accept or reject any of the exceptions and/or alternatives, or the listed alternatives may be the subject of negotiations prior to drafting the final wording of the contract.

7.4 Additional documentation

The following documents have been requested to further illustrate the services being proposed. Please include these documents with each copy of your submission.

Work plan with time line

Budget workbook

RFP checklist

Program fact sheet

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PERSONAL/PROFESSIONAL SERVICE AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 (“COUNTY”), on behalf of the Hennepin County (Department name and address), and (CONTRACTOR’s name and also address if CONTRACTOR’s business address and home address are not the same) (“CONTRACTOR”).

The parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

CONTRACTOR shall furnish services to COUNTY commencing ________________ and expiring ________________, unless cancelled or terminated earlier in accordance with the provisions herein.

CONTRACTOR shall be paid an hourly rate of __________________ ($_______) per hour of contractual services actually performed. The total cost of this Agreement, including all reimbursable expenses, shall not exceed ___________________ Dollars ($_________).

Reimbursable expenses are limited to [list items: parking, mileage or transportation fees, copying and postage related fees, etc.]. Any reimbursable expense which exceeds ____________________ Dollars ($_______) shall receive prior written approval from the Contract Administrator.
2. SERVICES TO BE PROVIDED

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

[THE FOLLOWING IS OPTIONAL:]

_________________ as more fully described in Attachment A, attached and incorporated by this reference.

[IF MATERIALS ARE TO BE PROVIDED TO THE COUNTY OF WHICH THE COUNTY WILL RETAIN EXCLUSIVE OWNERSHIP, THE FOLLOWING LANGUAGE SHOULD BE ADDED:]

Where applicable, works of authorship created by CONTRACTOR for COUNTY in performance of this Agreement shall be considered “works made for hire” as defined in the U.S. Copyright Act. All right, title and interest in all copyrightable material which CONTRACTOR may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of COUNTY. CONTRACTOR assigns to COUNTY all right, title, interest and copyrights in and to the copyrightable material. CONTRACTOR shall also, upon request of COUNTY, execute all papers and perform all other acts necessary to assist COUNTY to obtain and register copyrights in those materials.

[WHEN CONTRACTOR IS GOING TO PROVIDE THE COUNTY WITH PUBLICATIONS OR OTHER MATERIALS THAT MAY OR MAY NOT BE INCORPORATED INTO THE CONTRACTED END PRODUCT, THE FOLLOWING LANGUAGE SHOULD BE INCLUDED IN THE CONTRACT TERMS:]

CONTRACTOR warrants that, when legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to COUNTY including, but not limited to, software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR will not violate the United States copyright law or any property right of another.

3. PAYMENT FOR SERVICES

Payment for services shall be made directly to CONTRACTOR after completion of the services and upon the presentation of a claim as provided by law governing COUNTY’s payment of claims and/or invoices. CONTRACTOR shall submit monthly invoices for services rendered on forms which may be furnished by COUNTY. Payment shall be made within ______ (___) days from receipt of the invoice.

[THE ADMINISTRATIVE MANUAL SUGGESTS 45 DAYS, BUT A TIME PERIOD OF NO FEWER THAN 35 DAYS MAY BE DESIGNATED BY THE ORIGINATING DEPARTMENT.]
IF THE SERVICES TO BE PROVIDED WILL BE ASSOCIATED WITH A PURCHASE ORDER GENERATED IN THE APEX SYSTEM, THE FOLLOWING LANGUAGE SHOULD BE ADDED:]

CONTRACTOR shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by COUNTY. All invoices shall display a Hennepin County purchase order number and be sent to the central invoice receiving address supplied by COUNTY.

4. PROFESSIONAL CREDENTIALS

IN THE EVENT THAT PROFESSIONAL SERVICES ARE BEING RENDERED BY AN INDIVIDUAL LICENSED PROFESSIONAL (LAWYER, PHYSICIAN, PSYCHOLOGIST, DENTIST, ACCOUNTANT, ETC.) TO COUNTY CLIENTS, THE PROFESSIONAL MUST COMPLETE A CREDENTIALING PROCESS TO VERIFY EDUCATIONAL AND LICENSING QUALIFICATIONS, MALPRACTICE HISTORY, ETC.

THIS SECTION SHOULD BE INCLUDED IN ALL CONTRACTS WHERE THE COUNTY IS RECEIVING PROFESSIONAL SERVICES.

INDICATE “INTENTIONALLY OMITTED” WHEN THIS SECTION IS NOT INCLUDED.

CONTRACTOR shall provide all information requested by COUNTY to facilitate the verification of educational and professional credentials from primary sources. CONTRACTOR shall undergo a review of professional credentials as requested by COUNTY during the term of this Agreement.

5. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. CONTRACTOR’s personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176 (which may be referred to as the “Workers’ Compensation Act”), on behalf of any personnel, including, without limitation, claims of discrimination against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and
hospital care, sick and vacation leave, workers’ compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. **NON-DISCRIMINATION**

A. In accordance with COUNTY’s policies against discrimination, CONTRACTOR shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

[USE THIS PARAGRAPH FOR ALL HUMAN SERVICES CONTRACTS:]

B. CONTRACTOR shall abide by COUNTY’s HIV/AIDS Policy which provides that no employee, applicant, or client shall be subjected to testing, removed from normal and customary status, or deprived of any rights, privileges, or freedoms because of his or her HIV/AIDS status except for clearly stated specific and compelling medical and/or public health reasons. CONTRACTOR shall establish the necessary policies concerning HIV/AIDS to assure that COUNTY clients in contracted programs and CONTRACTOR’s employees in COUNTY-contracted programs are afforded the same treatment with regard to HIV/AIDS as persons directly employed or served by COUNTY.

7. **AFFIRMATIVE ACTION**


A. In accordance with Hennepin County Board Resolution, if this Agreement is for a sum over $100,000 or is one of several current contracts with CONTRACTOR totaling more than $100,000 or is amended to exceed $100,000, then CONTRACTOR shall abide by COUNTY’s Affirmative Action requirements for COUNTY contractors including, but not limited to, the following:

(A1) CONTRACTOR shall:

(i) develop an Affirmative Action Plan within thirty (30) days after contract execution and submit the Initial Workforce Analysis (CC399), as provided below, to the Hennepin County Purchasing/Contract Services Division (P/CS); or

(ii) submit evidence of a current approved Affirmative Action Plan (AAP) from another governmental jurisdiction, as approved by P/CS, and submit an Annual Workforce Report (CC400) (the Initial Workforce Analysis is not required), as provided below, to P/CS; or
(iii) be granted an exemption for one of the following reasons:

1. Contract is for emergency or life safety-related purchases;
2. CONTRACTOR has no facilities and has no more than one employee operating within the geographic boundaries of Hennepin County;
3. CONTRACTOR had an average of thirty (30) or fewer full-time/benefit-earning employees during the twelve (12) months preceding the submission of the bid, request for proposal or execution of contract;
4. Pursuant to Hennepin County Board policy, the County Administrator or his/her designee granted an exemption.

CONTRACTOR shall keep the AAP current and available for review by COUNTY during the term of this Agreement and any extensions. COUNTY may, in COUNTY’s sole discretion, visit CONTRACTOR’s site(s) to determine compliance with these requirements. AAPs must include the following elements:

1. EEO Policy Statement;
2. Identification of a person responsible for EEO Coordination;
3. Harassment policy statement;
4. Initial Workforce Analysis (Form CC399);
5. Identification of the specific steps CONTRACTOR will take to achieve or maintain a diverse workforce and ensure non-discrimination;
6. List of recruitment sources; and
7. A plan for dissemination of CONTRACTOR’s AAP and policy.

(A2) CONTRACTOR’s Workforce Analysis/Reports obligations are as follows:

(i) CONTRACTOR shall submit an Initial Workforce Analysis (Form CC399) to P/CS within five (5) business days after contract execution. If CONTRACTOR fails to submit the Initial Workforce Analysis, COUNTY may withhold payment until CONTRACTOR complies.

(ii) If a P/CS review of CONTRACTOR’s Initial Workforce Analysis determines there is under-representation of women and/or racial minorities based on local SMSA labor force availability data, CONTRACTOR shall identify measures to correct the deficiencies. If the deficiencies are not corrected to COUNTY’s satisfaction, COUNTY may require CONTRACTOR to demonstrate that good faith efforts have been made to correct them or may exercise other remedies as provided in this Agreement.

(iii) At the end of each calendar year, CONTRACTOR shall submit an Annual Workforce Report (CC400) to P/CS for review.

B. If CONTRACTOR fails to demonstrate good faith efforts to correct any identified Affirmative Action deficiencies and/or fails to submit requested reports or information required by COUNTY and/or has engaged in discriminatory practices, COUNTY may consider this a
violation of this Agreement and may exercise any remedies available to it in law or in equity, including, but not limited to, cancellation or termination of this Agreement.

8. **INDEMNIFICATION**

CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney’s fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the provisions set forth herein.

9. **INSURANCE**

[COMMERCIAL GENERAL LIABILITY AND WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE COVERAGE ARE REQUIRED IN MOST CONTRACTS.]

[PROFESSIONAL LIABILITY INSURANCE IS REQUIRED FOR INDIVIDUALS PROVIDING SERVICES OF A PROFESSIONAL NATURE. A PROFESSIONAL IS A PERSON IN AN OCCUPATION THAT REQUIRES EDUCATION EQUIVALENT TO COLLEGE GRADUATION OR BEYOND AND INVOLVES COMPLIANCE WITH PROFESSIONAL AND STATUTORY LICENSING OR REGISTRATION STANDARDS BEFORE THE INDIVIDUAL CAN PRACTICE. THE PROFESSIONAL FIELD INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTS, ATTORNEYS, CERTIFIED PUBLIC ACCOUNTANTS, AND ENGINEERS.]

A. With respect to the services provided pursuant to this Agreement, CONTRACTOR shall at all times during the term of this Agreement and beyond such term when so required have and keep in force the following minimum insurance coverages or CONTRACTOR’s actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

<table>
<thead>
<tr>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
</tr>
<tr>
<td>Products—Completed Operations Aggregate</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
</tr>
</tbody>
</table>
Each Occurrence—Combined Bodily Injury and Property Damage 1,500,000

2. Workers’ Compensation and Employer’s Liability:

Workers’ Compensation Statutory
If CONTRACTOR is based outside the state of Minnesota, coverage must comply with Minnesota law. In accordance with Minnesota law, if CONTRACTOR is a sole proprietor, it is exempted from the above Workers’ Compensation requirements. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.

Employer’s Liability. Bodily injury by:
Accident—Each Accident 500,000
Disease—Policy Limit 500,000
Disease—Each Employee 500,000

3. Professional Liability— Per Claim
1,500,000
Aggregate 2,000,000
The professional liability insurance must be maintained continuously for a period of two years after the expiration, cancellation or termination of this Agreement.

B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CONTRACTOR shall promptly submit copies of insurance policies to COUNTY.

CONTRACTOR shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability coverage required herein. A self-insured retention (SIR) applicable to the commercial liability coverage is not acceptable, unless expressly agreed to in writing by COUNTY. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies. If CONTRACTOR receives notice of cancellation/termination from an insurer, CONTRACTOR shall fax or email a copy of the notice to COUNTY within two business days.
CONTRACTOR shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CONTRACTOR waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CONTRACTOR.

10. DUTY TO NOTIFY

CONTRACTOR shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. CONTRACTOR shall also notify COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

11. DATA

[IF THE DEPARTMENT IS A COVERED ENTITY UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), AND AS PART OF THIS AGREEMENT THE DEPARTMENT WILL DISCLOSE PRIVATE HEALTH INFORMATION TO CONTRACTOR, THE DEPARTMENT MUST DETERMINE IF A BUSINESS ASSOCIATE AGREEMENT IS NECESSARY. QUESTIONS SHOULD BE DIRECTED TO THE ASSISTANT COUNTY ATTORNEY ASSIGNED TO THE DEPARTMENT FOR CONTRACT WORK.]

CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA). For clarification and not limitation, COUNTY hereby notifies CONTRACTOR that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CONTRACTOR shall promptly notify COUNTY if CONTRACTOR becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data or privacy laws.

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.
12. **RECORDS – AVAILABILITY/ACCESS**

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

[IF THE PAYMENT FOR SERVICES IS MADE USING MEDICARE DOLLARS, DISCUSS THE NECESSITY OF ADDITIONAL/FEDERAL AUDIT PROVISIONS WITH THE ASSISTANT COUNTY ATTORNEY ASSIGNED TO THE DEPARTMENT.]

13. **SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS**

A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.

B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CONTRACTOR, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.

C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor’s services be performed in accordance with this Agreement. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request. For clarification and not limitation of Section 15E, none of the following constitutes assent by COUNTY to a contract between CONTRACTOR and a subcontractor, or a waiver or release by COUNTY of CONTRACTOR’s full compliance with the requirements of this Section: (1) COUNTY’s request or lack of request for contracts between CONTRACTOR and subcontractors; (2) COUNTY’s review, extent of review or lack of review of any such contracts; or (3) COUNTY’s statements or actions or omissions regarding such contracts.

D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR’s receipt of payment from COUNTY.
for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.

[THE FOLLOWING SHOULD BE ADDED IF CONTRACTOR IS A CORPORATION:]

E. CONTRACTOR shall notify COUNTY in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

14. MERGER, MODIFICATION AND SEVERABILITY

A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

15. DEFAULT AND CANCELLATION/TERMINATION

A. If CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless CONTRACTOR’s default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CONTRACTOR’s compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CONTRACTOR.

B. For purposes of this subsection, “Data” means any data or information, and any copies thereof, created by CONTRACTOR or acquired by CONTACTOR from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of
recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

Upon expiration, cancellation or termination of this Agreement:

1. At the discretion of COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator all Data so specified by COUNTY.

2. COUNTY shall have full ownership and control of all such Data. If COUNTY permits CONTRACTOR to retain copies of the Data, CONTRACTOR shall not, without the prior written consent of COUNTY or unless required by law, use any of the Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY’s ownership and/or control of such Data.

3. Except to the extent required by law or as agreed to by COUNTY, CONTRACTOR shall not retain any Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law.

C. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. Following notice from COUNTY of the claimed breach and damage, CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.

D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.

E. COUNTY’s failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

F. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) day written notice.

[30 DAYS IS THE STANDARD NOTICE; A SHORTER OR LONGER PERIOD MAY BE USED, DEPENDING ON THE CONTRACT TERM.]

[IF CONTRACT PAYMENTS ARE CONTINGENT UPON DELIVERABLES OR MILESTONES, THE FOLLOWING LANGUAGE SHOULD BE ADDED (and modified, as necessary, to conform to the business model):]
G. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CONTRACTOR has performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, CONTRACTOR shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.

[IF COUNTY WILL PAY THE COST OF THE AGREEMENT FROM AN OUTSIDE FUNDING SOURCE, THE FOLLOWING PARAGRAPH H SHOULD BE ADDED:]

H. Upon written notice, COUNTY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or cancellation/termination. In the event COUNTY suspends, cancels or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.

I. CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

16. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.
17. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of the (Name of County Department/Division) so as to accomplish the purposes of this Agreement, (Name and Title of Contract Manager), or successor (“Contract Administrator”), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CONTRACTOR.

[THE FOLLOWING IS OPTIONAL:]

(NAME AND PHONE NUMBER (EMAIL OR FAX NUMBER IS HELPFUL IF AVAILABLE) shall manage the agreement on behalf of CONTRACTOR. CONTRACTOR may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email/fax number (if available) of such substitute person and of any other subsequent substitute person.]

18. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

A. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.

B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, CONTRACTOR shall comply with all applicable conditions of the specific referenced or attached grant.

[PHOTOCOPY AND ATTACH THE SPECIFIC GRANT AS AN EXHIBIT TO THE AGREEMENT.]

C. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

19. PAPER RECYCLING

COUNTY encourages CONTRACTOR to develop and implement an office paper and newsprint recycling program.

20. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CONTRACTOR’s Form W-9 provided to COUNTY.
21. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR’s knowledge, CONTRACTOR’s involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY’s discretion, be cause for cancellation or termination of this Agreement.

22. MEDIA OUTREACH

CONTRACTOR shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term “Outreach” shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, CONTRACTOR (i) that reference or otherwise use the term “Hennepin County,” or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the services performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

23. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

24. COOPERATIVE PURCHASING

At the time of this Agreement: (1) Hennepin County is a signature party to the Joint Powers Purchasing Agreement (Agreement No. A131396) (the “JPA”); (2) the Minnesota Counties of Anoka, Carver, Dakota, Olmsted, Ramsey, Scott and Washington are signatories to the JPA (“Cooperative Members”); (3) if agreed upon pursuant to a separate agreement between CONTRACTOR and any Cooperative Member, the JPA allows a Cooperative Member, subject to the terms of the JPA, to purchase the same or substantially similar services based upon terms that are the same or substantially similar to those set forth in this Agreement including but not limited to price/cost; and (4) COUNTY shall have no obligation, liability or responsibility for any order or purchase made under the contract between a Cooperative Member and CONTRACTOR.