

HENNEPIN COUNTY MINNESOTA

Request for Proposal

Supportive housing to address chronic homelessness

Proposal due date: October 23, 2019, prior to 3:00 p.m.

Pre-proposal conference: September 23, 2019 at 11:00 a.m.

Closing date for all questions: September 26, 2019



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1 Introduction

1.1 Project overview

The County of Hennepin, State of Minnesota ("County") is soliciting proposals for supportive housing to address chronic homeless for the Housing and Redevelopment Authority, in partnership with the Human Services and Public Health Department ("HSPHD" or "Department"). Up to \$2 million may be available for capital assistance to develop new supportive housing units. This RFP seeks proposals from supportive housing development teams (i.e. partnerships between developers, service providers, and/or property managers) to develop housing meeting the need and preferences of people experiencing chronic homelessness. Additional funding for services and building operations may also be available separately from the County.

1.2 Scope of services (Attachment 1)

The scope of services are included as Attachment 1.

1.3 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.

1.4 Pre-proposal conference

The pre-proposal conference will be held on September 23, 2019, at 11:00 a.m., in Brookdale Library's meeting room C. Brookdale Library is located at 6125 Shingle Creek Parkway, Brooklyn Center, Minnesota.

2.1 RFP overview

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 is a suggestion to negotiate and **NOT A BID**.

2.2 Estimated timeline and extension of time

October 3, 2019

Addendum 1 posted in the supplier portal

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

2.3 Proposal submission

Proposals will be received in the [Hennepin County supplier portal](#). In order to submit a proposal, you must first register with the supplier portal. For more information on how to register, please go to the [supplier portal information page](#). 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.

2.4 Questions and communication restrictions

Questions concerning this RFP should be submitted in writing via e-mail to the following address: timothy.hastings@hennepin.us.

Proposers shall not communicate, verbally or otherwise, with any Hennepin County personnel or boards or relevant consultant(s) concerning this RFP, 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, 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. An addendum will be posted in the Supplier Portal if the RFP is modified. Addenda may be viewed by clicking on the 'View Event Package' on the Event Details page. 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 this RFP document and any formal written addenda. Proposers should not rely on oral statements, including those occurring at pre-proposal meetings or site visits.

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 edit or cancel proposal

A proposal may be edited or cancelled in the supplier portal prior to the proposal due date. For instructions, view the edit or cancel a response section of the [how to respond to an event guide](#).

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 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.

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 interviews, or any other activity associated with this RFP or otherwise.

2.11 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.

2.12 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.

2.13 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.

3 Evaluation and selection

3.1 Proposal evaluation and recommendation for selection

This RFP 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 RFP; 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 RFP, 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.

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

3.3 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.

3.4 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:

1. Alignment with county-identified population need:
 - a. Project creates supportive housing units that address an identified housing gap for people experiencing chronic homelessness, which would not be addressed without this program
 - b. Agreement by the developer and owner/manager to serve residents meeting county priority population criteria
2. Project feasibility and cost reasonableness:
 - a. Proposal demonstrates a realistic schedule for implementation and ability to deliver the project in a timely manner
 - b. Extent to which projects leverage non-county funding, as demonstrated by financing commitments
 - c. Extent to which projects demonstrate leverage of all possible operation and services funding and has long-term commitments for such funding necessary to sustain the project
 - d. Extent to which project's capital and operating costs for the project are reasonable and demonstrate value to the county
3. Commitment to long-term affordability in a leased-based housing setting:
 - a. Agreement by the developer to implement income and rent restrictions for a period of 30 years or more
 - b. Agreement by the developer to provide a written lease that provides a minimum 30-day period of notification for termination of tenancy
4. Anticipated impact on service outcomes:
 - a. Extent to which the project will increase opportunities for the county's priority population of residents to access and benefit from services

- b. Extent to which the new housing units will support greater stability and well-being for tenants
- 5. Alignment with county-identified housing priorities:
 - a. Integration with the broader community, geographic distribution, and least restrictive settings
 - b. Tenant selection criteria without disparate impact on people of color or people with extremely low incomes
 - c. Low-barrier tenancy requirements (using Housing First and Harm Reduction approaches)
 - d. Culturally responsive practices for underserved cultural groups
- 6. Quality of Proposal, including without limitation:
 - a. Demonstrated understanding of the scope of services
 - b. Compliance with proposal format & content
 - c. Clarity and thoroughness of Proposal
 - d. Prepared for interview/presentation (if applicable)

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

3.7 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.

4 Attachments

4.1 Attachment 1 – Scope of services

4.2 Attachment 2 – Proposal format and content

4.3 Attachment 3 – Hennepin County Terms and Conditions

Attachment 1 – Scope of services

4.10 Background

This RFP is offering capital assistance to develop supportive housing designed for people experiencing chronic homelessness. The County seeks proposals from supportive housing development teams (i.e. partnerships between developers, service providers, and/or property managers) to develop housing meeting the need and preferences of people experiencing chronic homelessness. Additional funding for services and building operations *may* also be available from the County at a later time upon award of this capital assistance.

Hennepin County’s Supportive Housing Strategy: In late 2018, the Hennepin County Housing and Redevelopment Authority (HRA) established the Supportive Housing Strategy, authorizing \$2,000,000 in the 2019 budget for capital assistance to supportive housing projects for the county’s priority population of residents. Creating this strategy was the first step in intentionally expanding our supportive housing system for residents with the greatest needs. It will increase housing choices for those residents, reduce strains on other systems, allow the county to recruit and partner with supportive housing developers and providers, and expedite projects that meet county goals through early-in funding.

Supportive Housing: Supportive housing is affordable housing linked with social services tailored to the needs of the population being housed. The goal of supportive housing is to provide affordable housing with access to an array of services designed to foster housing stability and improve health and quality of life for the population to be served. The County’s Supportive Housing Strategy can support projects varying from conversion of existing buildings to new construction, from scattered site housing to specialized single-site settings, and from 4-unit buildings to 20 units intentionally integrated within a larger project. Projects will vary to meet the variety of unique and often specialized needs of the priority populations.

Priority population: The County’s priority population of residents are those for whom housing instability leads to the worst health and safety concerns. These residents have incomes at or below 30% of the area median income, and also have a combination of a need for significant assistance to live independently, a disabling condition increasing health and safety risks if unhoused, and/or no other access to existing supportive services. In February 2018, County staff identified approximately 3,100 residents meeting these criteria. Those 3,100 residents included groups such as youth in and leaving extended foster care, people with complex medical conditions and currently homeless, families involved or at risk of involvement with Child Protection, and people experiencing chronic homelessness.

This RFP is for one priority population group: people experiencing chronic homelessness. Additional vendor selection activities and awards for other priority population groups are contingent on continuation and growth of the Supportive Housing Strategy in future budget years.

Housing preferences: The County seeks to create housing that meets the housing needs and preferences of the specific target population. The housing preferences in section 4.12 were developed by County Human Services staff working closely with people experiencing chronic homelessness, in partnership with County Community Works housing finance staff. Results of a housing preferences survey of people who

were formerly chronically homeless can be found in Appendix A (housing preferences of people experiencing chronic homelessness) which is posted as a standalone document in the supplier portal.

4.11 Target Population

The Department of Housing and Urban Development (HUD) define a person as experiencing chronic homelessness if that person has a disability and has been staying in shelters or places not meant for human habitation for 12 months, either consecutively or cumulatively (cumulative must consist of four episodes within the past three years that add up to 12 months).

Beginning in June, 2017 Hennepin County began targeting this population, engaging with community partners and employing best practices including a by-name list and data tools and tracking. Since that time 288 people who were experiencing chronic homelessness have been moved into housing (with a 6% recidivism rate). Even with these positive housing outcomes, the County knows of more than 300 people experiencing chronic homelessness in Hennepin County, and there is a steady inflow of people who newly meet the HUD definition on a monthly basis. Housing people experiencing chronic homelessness makes a significant impact on both the individual and the larger homeless response system as moving out long-term shelter stayers makes space for people new to shelter.

People of color disproportionately experience chronic homelessness. Of those currently experiencing chronic homelessness in Hennepin, 46% identify as African American, 38% White, 13% American Indian, 10% Hispanic, and 2% Asian. As such, African Americans are over-represented – compared to the general population of Hennepin – at a rate of almost 4:1. Native Americans are over-represented at a rate close to 13:1. Further, people of color are significantly more likely to exit programs back to homelessness. A recently completed study of Hennepin’s Homeless Management Information System data found that African Americans were 59% more likely to return to homelessness after leaving a homeless program than their white equivalents, and Native Americans were more than twice as likely to do so.

In Hennepin County, the typical composition of a chronically homeless household is one male, however some people prefer a roommate. Most have general assistance (\$203/month), some have disability benefits (\$791/month), and few have earned income. They tend to be hard to engage, have high behavioral and health needs and have significant housing barriers (i.e. criminal history and negative housing history). Due to these higher barriers and needs, serving people who are experiencing chronic homelessness is a skill that is honed by agencies and professionals over time. Evidence-based practices – such as Housing First, progressive engagement, person centered thinking and long-term engagement strategies – are critical in order to best serve this population.

4.12 Project description

For this RFP for people experiencing chronic homelessness, the County seeks a combination of housing types. The County seeks dedicated service-intensive projects with progressive pathways into mainstream housing, as well as set-aside units intentionally integrated within mixed-income buildings.

Due to the high barriers and needs of people experiencing chronic homelessness, evidence-based practices – such as Housing First, progressive engagement, person centered thinking and long-term engagement strategies – are critical in order to best serve this population.

County-identified housing preferences:

Building types	Dedicated medium-sized building(s) (i.e. 20 units) for people needing more intensive support Larger mixed-income building(s) (i.e. 50-100 units) with 20-30 units set-aside for the target population
Unit size / type	One-bedrooms and/or studios (minimum 400 sq. ft.) with kitchens
Amenities	Community space for tenants including basic kitchen Office space for on-site services (dedicated building type only)
Marketing, tenant selection	All vacancies for dedicated or set-aside units will be filled through the Hennepin County Continuum of Care's Coordinated Entry System. Tenant selection processes should follow Minneapolis's proposed tenant screening criteria
Leasing	Standard individual leases (i.e. no curfews, standard visitor policies) Pets allowed, non-smoking rooms Person-centered and harm-reduction oriented property management approach
Security	Secured entry buildings and camera security Overnight staffing for dedicated building type
Geographic location	Near high frequency transit lines
Services	On-site case management Resource referral: employment services, health care and insurance, benefits, meaningful daily activities and volunteer work, treatment and food shelves, housing related services (maintaining a home), Homemaking semi-independent living skills services

4.13 Expected outcomes

Hennepin County Continuum of Care has established performance standards for homeless-designated Permanent Supportive Housing projects. Two measures, housing stability at 6 months, and retentions and exits to permanent destinations, have been adjusted to reflect the high barriers of the target population.

- HMIS data will be entered in accordance with local HMIS data quality policies, per the community's Data Quality Plan
- Housing Stability: 6 Months: Stayers = 95%
- Retention or Exits to Permanent Destinations: Retention + PH Exits = 90%
- Maintain or increase Employment Income: Qualifying adult participants > 20%
- Maintain or increase Non-Employment Income: Qualifying adult participants > 68%
- Maintain or Increase Total Income: Qualifying adult participants > 80%

4.14 Vendor qualifications and experience

The supportive housing development *team* (i.e. partnerships between developers, service providers, and/or property managers) should be able to demonstrate a collective track record of:

- Adhering to Housing First principles
 - No prerequisites for sobriety to accessing housing
 - Income requirements consider rental subsidies
 - Service provider does not mandate program compliance as condition of tenancy continuation
 - Service provider and property owner/manager do not automatically or readily discharge person for lease violations or behaviors and is willing to work with residents through those issues.
- Low-barrier screening criteria that accommodates target population's high rates of criminal backgrounds, limited income, and negative housing histories
- Providing supportive services in site-based settings to sustain residents in housing
- Housing people who have experienced chronic homelessness
- Working with referrals from the Hennepin County Continuum of Care Coordinated Entry System
- Good relationships with community partners that also serve this population (i.e. shelters, outreach, detox)
- Applying for and managing Federal and/or State and/or local funding for housing operations and support services.

4.15 Contracts

Successful proposers will work with Hennepin County Community Works in the development of a contract. Proposers must be willing to meet all standard contract requirements, including insurance requirements. Please refer to Exhibit A: Contract Services for insurance and other standard contract requirements.

Financing terms will be determined by Hennepin County based on the project's development and operating budget and ability for repayment.

Attachment 2 – Proposal format and content

4.20 Proposal format

Applications should be submitted in the form of one or more PDF and/or Microsoft Excel documents uploaded to the Hennepin County Supplier Portal. Proposal narratives (the responses to requirements listed below) are to be no more than eight (8) pages in length.

4.21 Proposal content

Your responses to sections 4.22 (organization overview) through 4.27 (exceptions to the county's contractual terms) will make up your proposal narrative. Please use the section headings listed below to add structure to your proposal narrative.

4.22 Organization overview

- Briefly describe your organizations, types of service that they provide and housing they develop and manage, geographic location, community partnerships or collaborations
- Indicate any licenses, certificates, or registrations held by your organizations that relate to the service(s) being sought
- Briefly describe your organizations' mission and values as they relate to the service(s) sought in this process
- Describe your organizations' qualifications and the education and experience of the staff as those qualifications relate to the housing and service(s) that are being sought (reference sections 4.12 and 4.14)
- Describe your organizations' qualifications and experience with regard to pursuing and obtaining highly competitive sources of affordable housing capital funding, including 9% Low Income Housing Tax Credits, Housing Infrastructure Bonds, and public and private/philanthropic gap funding sources.
- Describe your organizations' qualifications and experience in developing, owning, and operating low-barrier, deeply affordable housing for people with a history of homelessness and extremely low incomes.
- Describe your organizations' policies and/or strategies to respond to and address the racial disparities in who experiences homelessness in Hennepin County, or what policies and/or strategies you will develop for this project.
- What is your plan to ensure that program staff members receive training on cultural competence, specificity, and/or other forms of knowledge required to work with the diverse group of individuals who will receive this service?
- Describe how your organizations seek and act upon input and direction from people with lived experience of homelessness

4.23 Elements of the housing development plan

- Provide an overview of the housing you envision to serve the target population.
- Describe the property you envision. If your proposal includes a specific property, describe the location and characteristics of the property, including ownership and occupancy status, and location and building amenities. If the proposal does not yet include a specific property, describe how you would work with the County to identify a site, including the location and property characteristics that you would target.
- Describe the scope of work required to implement the housing. If a property is identified, describe the scope of rehabilitation or new construction envisioned, including estimates of cost. If a specific property is not yet identified, describe the characteristics of the property you plan to target, whether you envision a new construction project or acquisition/rehabilitation, and the ideal range of unit count and development cost.
- Describe the unit rent/income mix envisioned for the project (include a detailed unit rent/income grid in the capital budget workbook per section 4.26 below). What would be the mix of unit sizes? What mix of rent and income limits would apply? How many units would be set aside for specific target populations (including, but not limited to, chronic homeless). How long of an affordability/compliance period do you anticipate committing to?
- Provide a tentative but realistic timeline for completion of the housing development work, including reference to key components in the critical path (including but not limited to: county contract award, planning/pre-development, property acquisition/option, applications to other funders, due diligence, construction, and opening for occupancy). Describe possible challenges to adhering to the timeline.
- Assess the feasibility of the project (except with regard to financing, which is addressed below). What challenges would the project need to overcome to come to fruition? Include a discussion of zoning and land use entitlement feasibility and reference to any potential environmental or relocation concerns (if known).
- How does the housing you've describe above align with the characteristics and identified preferences of the target population? (For context, please refer to sections 4.11, 4.12, and Appendix A.) How does it differ? Where it differs or where there are competing priorities, describe your rationale for why specific characteristics were or were not incorporated in your plan.

4.24 Elements of the service and management plan

- How will you engage and bring people into your program following referral from the Coordinated Entry System?
- Describe your tenant selection criteria and plan (may attach an existing tenant selection plan from a similar program).
- What will service delivery look like from the time they enter your program and at the various important steps along the way?
- Where and when will services be available?
- Which staff members will be responsible for what elements of service?
- How will you recognize who needs what sorts of assistance and how will you tailor your intervention to meet those varying needs?

- Explain how you anticipate connecting people served by the program to resources in the community that they will be able to access during or following the end of service delivery.
- Describe how your service model is informed by and addresses the racial disparities that exist in who experiences homelessness in Hennepin County and the historically higher rates of return to homelessness among people of color
- How long will people receive this service? Is it a time-limited service? Is it a functional assessment that determines exit?
- If your program isn't a good fit for someone receiving *services*, how will you determine that they aren't a good fit? How will their transition from the services look?
- If the housing isn't a good fit for a tenant, what are your lease termination procedures? Where will they go following their departure?
- Describe how you have delivered similar services and managed similar properties in the past
- What funding sources will you use to fund services and/or front desk staffing? What is your experience administering these services?
- Describe any unique or innovative aspects of your service
- How will you respond to individuals for whom English is not a native language?

4.25 Outcomes and data collection

- How will you collect data to show the impact of your program?
- How will you use data to improve your services?
- Are there other outcomes or indicators that you intend to incorporate into your service delivery?
- Do you have a systematic plan to identify and address disparities in outcomes?

4.26 Budget narrative

- Describe the financing plan envisioned to implement the housing development. What is the estimated total development cost, and what primary and gap financing sources do you envision being good sources to finance the project? Based on previous experience and identified scoring criteria, how well would the project compete for the required sources of funding? What sources of rent subsidy do you anticipate utilizing to support project feasibility, and what is the availability of those sources? (note- detailed capital budget workbook is requested in section 4.28 below)
- What amount and terms of County financing for capital is needed to implement the project? Include estimates of the amount of County capital funding requested, the preferred financing terms, and ideal timing for disbursement of county funding. Include a description of how the amount, terms, and timing of county capital funding would influence the project's feasibility and competitiveness for other funding sources.
- What are likely sources of funding for services and front desk staffing? Are these sources committed? What is your experience in attaining these sources? What amount of County support do you anticipate needing to fully fund your service plan?

4.27 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.

4.28 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 timeline (template posted in supplier portal)
- Staffing team and qualifications
- Capital Budget workbook – MHFA Multifamily Workbook Format (summary page only)
- Budget workbook for service costs and revenues (template posted in supplier portal)
- Program fact sheet (template posted in the supplier portal)

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Attachment 3 – Hennepin County Terms and Conditions

8. RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES

a. Records

(1) PROVIDER shall maintain the following records:

- (a) Financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement as determined by COUNTY. All financial transactions must have original supporting documentation.
- (b) Performance, program and service delivery records, as required by COUNTY and by the State of Minnesota. Such records may include, but not be limited to: individual Eligible Person case files and program plans; demographic information; enrollment, attendance, and/or utilization information; and information about the type and amount of services provided, such as output and outcome information. Performance records shall be consistent with the performance measures contained in Exhibit A of this Agreement.
- (c) An Accounting Policy and Procedure Manual as part of a sound financial accounting system.

(2) PROVIDER shall maintain all program and financial records during the term of the Agreement and for six (6) years after its termination, cancellation or expiration for audit purposes. However, if COUNTY furnishes written notice during this period requesting retention of records to allow completion of an audit by COUNTY or its ultimate sources of funds, PROVIDER shall retain records for the period requested.

b. Reports and Information Requirements

(1) PROVIDER shall submit the following reports:

- (a) Annual agency-wide and program-specific Line Item Revenue and Expense Statements and Administrative Allocation Schedule, including methodology used, within thirty (30) days after the end of the reporting period, unless otherwise indicated in writing by COUNTY.
- (b) Performance, program, and service reports as required by COUNTY or the State of Minnesota. Such reports may include: performance information; enrollment, attendance, and/or utilization information; and demographic information.

PROVIDER's actual performance achievement will be a factor to be considered in contracting decisions by COUNTY.

(2) COUNTY may duplicate, use, and disclose in any manner consistent with applicable law, and have others do so, all data delivered under this Agreement.

c. Financial Statements/Audit Requirements

(1) Independent Audits

(a) COUNTY requires PROVIDER, if a nonprofit organization, to hire a Certified Public Accountant annually for the purpose of an Independent External Audit of PROVIDER's financial statements if the total revenue threshold of \$750,000 is met.

(b) Any time an independent audit is performed, PROVIDER shall provide to COUNTY a full set of audited financial statements containing all disclosures required by Generally Accepted Accounting Principles (GAAP) and a copy of the Management Letter (Report on Internal Controls) from the independent auditor within thirty (30) days of completion, but not later than 180 days after the end of PROVIDER's accounting year.

(c) Providers who meet the threshold of federal expenditures as set forth by the Federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance), must submit a copy of their independent financial statement audit report(s) and a "Single Audit", within thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, whichever occurs first.

(2) Financial Statement Review or Compilation

If PROVIDER does not have an independent audit performed as required by the provisions herein above and has total receipts arising out of all COUNTY contracts for the preceding calendar year at or exceeding \$200,000, COUNTY requires PROVIDER to hire an external accountant to perform a compilation or review of the financial statements. Compilation or reviews must include Statement of Financial Position, Revenue and Expense Statement, Statement of Cash Flows, and all other disclosures required by GAAP. A copy of the compilation or review must be submitted within thirty (30) days of completion, but not later than 270 days after the end of PROVIDER's accounting year.

(3) Minimal Financial Reporting

If PROVIDER does not have an independent audit performed as required by the provisions herein or an external review or compilation as required by the provisions herein above, COUNTY requires an unaudited financial report containing an agency

wide Balance Sheet and Revenue and Expense Statement to be prepared by PROVIDER's internal accountant. These statements must be submitted within ninety (90) days of the end of the PROVIDER's accounting year.

In no instance shall a Balance Sheet and Revenue and Expense Statement prepared as part of PROVIDER's income tax return or IRS Form 990 meet COUNTY's financial reporting requirements.

d. Audit and Monitoring Procedures

(1) COUNTY, the State of Minnesota, the U.S. Department of Health and Human Services, and the State Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to audit, examine, copy, excerpt, and transcribe any program and fiscal books, documents, papers, records, etc., and accounting procedures and practices of PROVIDER which are relevant to this Agreement. Such access must be consistent with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and with Minnesota Statutes, section 16C.05, subdivision 5, now in force or as hereafter enacted. Such materials shall be maintained and such access and rights shall be in force and effect during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

(2) The Contract Manager or other personnel of COUNTY may conduct periodic site visits to determine compliance with this Agreement and evaluate the quality of services purchased under this Agreement. Such visits may be made with or without prior notice at any time within the hours of operation of PROVIDER.

(3) COUNTY reserves the right to evaluate, and to authorize independent evaluations of the Contracted Services.

9. COMPLIANCE

a. When required, PROVIDER shall remain licensed by the State of Minnesota during the term of this Agreement. COUNTY will only pay for Contracted Services provided pursuant to such licensing provisions when required.

b. PROVIDER shall notify the Contract Manager upon receipt of notice of conditional license or license revocation even if notices are under appeal. This is in addition to any other notification requirements.

c. When licensing is required, loss of the same shall be cause for cancellation/termination of this Agreement effective as of receipt of notice of cancellation/termination, other provisions for cancellation/termination of this Agreement notwithstanding.

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

- e. PROVIDER certifies that their organization and their staff and their principals are not suspended or debarred, and therefore are not excluded from receiving government funds under Federal OMB Uniform Grant Guidance Compliance Supplement. PROVIDER shall immediately notify COUNTY, in writing, if it, its organization, staff and/or principals are notified of suspension, debarment, or other proceedings that would affect their ability to receive funds from the State of Minnesota or the federal government.
- f. PROVIDER certifies it will comply with the Single Audit Act and OMB Uniform Grant Guidance, now in force or as subsequently amended, as applicable. All sub-recipients expending \$750,000 or more of federal funds in a fiscal year shall complete financial and compliance audits made in accordance with the Single Audit Act and/or OMB Uniform Grant Guidance, as applicable. Failure to comply with these requirements may result in forfeiture of federal funds.
- g. If the source or partial source of funds for payment for Contracted Services under this Agreement is federal, state, or other grant monies, PROVIDER shall comply with all applicable conditions of such grant or funding source. Copies of grants are available upon request.
- h. PROVIDER shall comply with applicable State of Minnesota Rules governing social services now in force or as hereafter enacted.
- i. PROVIDER shall also comply with the following:
 - (1) Individual social service plan - The amount, frequency, and duration of Contracted Services will be provided in accordance with the Eligible Person's individual social service plan and services shall be directed toward Eligible Person's achievement of goals and outcomes.
 - (2) Monitoring and evaluation - COUNTY will monitor and evaluate Eligible Person's achievement of goals and outcomes identified in individual social service plans.
 - (3) Client fees - In cases where PROVIDER is not prohibited by this Agreement from charging program fees to clients, fees may not be charged to person or families whose adjusted gross income is below the federal poverty level.
 - (4) Lead county contract - The terms and conditions of this Agreement may be considered a lead county contract, and that such terms and conditions shall be binding upon all Minnesota counties purchasing services hereunder as well as PROVIDER.
 - (5) Discharge and termination procedures - PROVIDER shall establish written procedures for discharge or termination of services to an individual client. Such procedures shall be in accordance with applicable laws and regulations, and shall be deemed to be part of this Agreement. Exceptions to this requirement are for services which are limited and transitory in nature.

- (6) Staffing information - Proof of applicable licensure or certification and documentation of staffing, including job descriptions and professional qualifications of personnel shall be submitted to COUNTY.

10. DATA

- a. PROVIDER, 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 or the privacy, confidentiality or security of data, which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA) and/or the Health Information Technology for Economic and Clinical Health Act (HITECH), adopted as part of the American Recovery and Reinvestment Act of 2009. For clarification and not limitation, COUNTY hereby notifies PROVIDER that the requirements of Minnesota Statutes, section 13.05, subd. 11, apply to this Agreement. PROVIDER shall promptly notify COUNTY if PROVIDER becomes aware of any potential data privacy or confidentiality claims or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements herein.
- b. If PROVIDER has access to or possession/control of Data (as defined in this Agreement), PROVIDER shall safeguard and protect the Data in accordance with generally accepted industry standards, all laws, and all applicable COUNTY policies, rules and direction. To the extent of any inconsistency between accepted industry standards and COUNTY policies, rules and directions, PROVIDER shall notify COUNTY of the inconsistency and follow the COUNTY direction. PROVIDER shall immediately notify COUNTY of any actual or suspected security breach or unauthorized access to Data, and then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying PROVIDER's indemnification obligations herein.
- c. Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by PROVIDER does not necessarily make the data protected as such under any applicable law.
- d. In accordance with Minnesota Statutes, section 13.46, subdivision 10 now in force or as hereafter enacted, PROVIDER shall specify a Responsible Authority who shall allow the Responsible Authorities in other components of the welfare system access to data classified as non-public when access is necessary for the administration and management of programs or as authorized or required by state or federal law. PROVIDER shall notify COUNTY of the name of the Responsible Authority which shall be maintained in COUNTY files.
- e. Providers who have met the criteria to have access to DEPARTMENT owned or managed data systems, including state systems, must comply with DEPARTMENT data practices

policies. PROVIDER must meet DEPARTMENT technical operating and security system requirements, ensure a data privacy coordinator is identified for the organization, and ensure all staff accessing DEPARTMENT owned or managed systems complete data practices training as required by COUNTY and sign a Confidentiality and System Usage Agreement on an annual basis. PROVIDER must report within twenty-four (24) hours any suspected or confirmed breaches in client privacy or system security to DEPARTMENT data practices and privacy official. PROVIDER must notify COUNTY Identity and Access Management immediately when the individual accessing DEPARTMENT's data system leaves the organization or moves to a different position in the organization.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In accordance with COUNTY's policies against discrimination, PROVIDER shall not exclude any person from full employment rights nor prohibit participation in or receiving 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.
- b. In accordance with COUNTY Board Resolution, and subject to the applicable exemptions, if any, below, if this Agreement is for a sum over \$100,000 or is one of several current contracts with PROVIDER totaling more than \$100,000 or is amended to exceed \$100,000, then PROVIDER shall abide by COUNTY's Affirmative Action requirements for COUNTY providers including, but not limited to, the following:

(1) PROVIDER shall:

- (a) Develop an Affirmative Action Plan (AAP) within thirty (30) days after execution of this Agreement and submit the Initial Workforce Analysis, as provided below, to DEPARTMENT; or
- (b) Submit evidence of a current approved AAP from another governmental jurisdiction to DEPARTMENT, to be approved by the Hennepin County Purchasing and Contract Services Division (PCS), and submit an Annual Workforce Report (the Initial Workforce Analysis is not required), as provided below, to PCS; or
- (c) Be granted an exemption for one of the following reasons:
 - (i) Contract is for emergency or life safety related purchases;
 - (ii) PROVIDER has no facilities and has no more than one employee operating within the geographic boundaries of Hennepin County;

- (iii) PROVIDER 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 this Agreement; or
 - (iv) Pursuant to COUNTY Board policy, the County Administrator or his/her designee granted an exemption.
- (d) 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 PROVIDER's site(s) to determine compliance with these requirements. AAPs must include the following elements:
- (i) Equal Employment Opportunity (EEO) Policy Statement;
 - (ii) Identification of a person responsible for EEO Coordination;
 - (iii) Harassment policy statement;
 - (iv) Initial Workforce Analysis;
 - (v) Identification of the specific steps PROVIDER will take to achieve or maintain a diverse workforce and ensure non-discrimination;
 - (vi) List of recruitment sources; and
 - (vii) A plan for dissemination of PROVIDER's AAP and policy.

(2) PROVIDER's Workforce Analysis/Reports obligations are as follows:

- (a) As required by the provisions herein, PROVIDER shall submit an Initial Workforce Analysis (Form CC399) to DEPARTMENT within five (5) business days after execution of this Agreement. If PROVIDER fails to submit the Initial Work Force Analysis, COUNTY may withhold payment until PROVIDER complies.
- (b) If a PCS review of PROVIDER's Initial Workforce Analysis determines there is under-representation of women and/or racial minorities based on local Standard Metropolitan Statistical Area (SMSA) labor force availability data, PROVIDER shall identify measures to correct the deficiencies. If the deficiencies are not corrected to COUNTY's satisfaction, COUNTY may require PROVIDER to demonstrate that good faith efforts have been made to correct them or may exercise other remedies as provided in this Agreement.
- (c) At the end of each calendar year, submit an Annual Workforce Report to PCS for review.

- c. PROVIDER 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. PROVIDER shall establish the necessary policies concerning HIV/AIDS to assure that COUNTY clients in contracted programs and PROVIDER's employees in COUNTY contracted programs are afforded the same treatment with regard to HIV/AIDS as persons directly employed or served by COUNTY.
- d. PROVIDER shall deliver all services in a manner which is respectful and culturally appropriate to the Eligible Persons. Culturally appropriate is defined as services that are delivered to reflect the unique individual needs of the Eligible Persons such as language, racial/ethnic background and social/religious background. PROVIDER shall make reasonable efforts to have staff delivering services reflect the diversity of the Eligible Persons receiving those services and to secure ongoing input from individuals who reflect the non-represented culture.
- e. Pursuant to Section 504 of the Rehabilitation Act of 1973 and 45 CFR part 84 now in force or as hereinafter enacted and where applicable, no qualified handicapped person:
 - (1) Shall be denied access to or opportunity to participate in or receive benefits from any service offered by PROVIDER under the provisions of this Agreement, nor
 - (2) Shall be subject to discrimination in employment under any program or activity related in the services furnished by PROVIDER.
- f. Pursuant to the Americans with Disabilities Act, now in force or as hereafter enacted and where applicable, no qualified individual with a disability shall be discriminated against by the denial of full and equal enjoyment of the services and facilities, privileges, advantages, or accommodations furnished by PROVIDER as a private entity operating a service as a public accommodation.
- g. PROVIDER guarantees that no funds received under this Agreement shall be used to provide religious training and/or services to any individual receiving Contracted Services.
- h. PROVIDER shall comply with all applicable statutes, regulations, and licensing requirements in the employment of personnel including but not limited to state and federal labor laws. To the extent that any of the provisions of the applicable statutes, regulations, or licensing requirements are inconsistent with any of the provisions of this clause, said statute, regulation, or requirement shall prevail if it has a reasonable bearing upon the applicant's fitness to be employed in any phase of the program.
- i. If PROVIDER fails to demonstrate good faith efforts to correct any Affirmative Action deficiencies or fails to submit requested reports or information required by COUNTY 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/termination of this Agreement.

12. FAIR HEARING AND GRIEVANCE PROCEDURE

PROVIDER will establish a system through which Eligible Persons may present grievances about the operation of the service program, and PROVIDER will advise Eligible Persons of this right.

13. CONTRACT MANAGEMENT AND DISPUTES

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by negotiation and agreement shall be decided by DEPARTMENT's Contract Management Services, which shall reduce the decision to writing and furnish a copy thereof to PROVIDER. The decision of DEPARTMENT's Contract Management Services shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, PROVIDER furnishes to the Contract Manager a written appeal addressed to COUNTY. The decision of COUNTY or its duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, PROVIDER shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with DEPARTMENT's Contract Management Services' decision.
- b. This disputes clause does not preclude consideration of questions of law.
- c. Jurisdiction and Venue. 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 contracted parties will be in the appropriate federal court within the state of Minnesota.

14. INDEMNIFICATION

- a. PROVIDER 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 attorneys' fees, resulting directly or indirectly from any act or omission of PROVIDER, 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 PROVIDER to perform any

obligation under this Agreement. Acts or omissions include, but are not limited to, the following:

- (1) Any applicant or Eligible Persons suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by PROVIDER, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by PROVIDER or any official, officer, agent, employee, or volunteer thereof.
- (2) Any applicant or Eligible Persons causing injury to, or damage to, the property of another person during any time when PROVIDER or any official, officer, agent, employee, or volunteer thereof has undertaken or is furnishing the care and services called for 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 PROVIDER personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the provisions set forth herein.

- b. Duty to Notify. PROVIDER shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against PROVIDER, its present and former officials, officers, agents, employees, volunteers, and subcontractors which arises out of the services described in this Agreement. PROVIDER shall also notify COUNTY whenever PROVIDER has a reasonable basis for believing that PROVIDER and/or its present and former officials, officers, agents, employees, volunteers, 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/related to the services described in this Agreement.

15. INSURANCE

- a. With respect to the services provided pursuant to this Agreement, PROVIDER shall at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where services or operations will be performed by PROVIDER. Such insurance and required coverage shall be in forms acceptable to COUNTY. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement, and beyond such term when so required, and shall cover PROVIDER, and others for whom and/or to whom PROVIDER may be liable, for liabilities in connection with work performed by or on behalf of COUNTY, its agents, representatives, employees or contractors. PROVIDER is required to have and keep in force the following minimum insurance coverages or PROVIDER's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

Limits

- (1) Commercial General Liability (CGL) on an occurrence basis with contractual liability coverage (this coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent provided XCU (explosion, collapse and underground) is not excluded):

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000

- (2) Automobile Liability - Combined single limit each occurrence, or the equivalent, for bodily injury or property damage covering owned, non-owned, and hired automobiles. \$2,000,000

- (3) Workers' Compensation and Employer's Liability:

- (a) Worker's Compensation Statutory
 If PROVIDER is based outside the State of Minnesota, coverage must comply with Minnesota laws. In accordance with Minnesota law, if PROVIDER is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. In the event that PROVIDER should hire employees or subcontract this work, PROVIDER shall obtain the required insurance.

- (b) Employer's Liability. Bodily injury by:
- | | |
|-------------------------|-----------|
| Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

- (4) The following insurance is required in cases where money has been advanced to PROVIDER or where money belonging to Eligible Persons is in the custody and control of PROVIDER.

Employee Dishonesty	\$50,000
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(5) The following insurance is required in cases where PROVIDER's staff or volunteers are performing licensed professional services under this Agreement.

Professional Liability (PL/E&O):	Per Claim
	\$1,500,000
	Aggregate
	\$2,000,000

The professional liability insurance must be maintained continuously for a period of three years after final acceptance of services or the expiration, cancellation or termination of this Agreement, whichever is later. Coverage shall include liability arising from the errors, omissions or acts of PROVIDER or any entity for which PROVIDER is legally responsible in the providing of services under the Agreement. Throughout the term of the Agreement, the PL/E&O policy shall include full prior acts coverage.

- b. An umbrella or excess liability policy is an acceptable method to provide the required commercial general insurance coverage. Coverage shall not include any exclusion or other limitations related to: scope of services; delays in project completion and cost overruns; persons or entities authorized to notify the carrier of a claim or potential claim; or mold, fungus, asbestos, pollutants or other hazardous substances.
- c. The above establishes minimum insurance requirements. It is the sole responsibility of PROVIDER to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, PROVIDER shall promptly submit copies of insurance policies to COUNTY.
- d. PROVIDER 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) shall name COUNTY as the certificate holder, and as an additional insured for the required commercial general liability coverage required herein. A self-insured retention (SIR) is not acceptable, unless expressly agreed to in writing by COUNTY. The funding of deductibles and self-insured retentions maintained by PROVIDER, if allowed by COUNTY, shall be the sole responsibility of PROVIDER. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail COUNTY thirty (30) days' prior written notice in the event of cancellation/termination of any described policies. If PROVIDER receives notice of cancellation/termination from an insurer, PROVIDER will fax or email a copy of the notice to COUNTY within two (2) business days.
- e. PROVIDER shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If PROVIDER fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under the Agreement, law, equity, and/or statute. COUNTY does not waive any

rights or assume any obligations by not strictly enforcing the requirements set forth in this clause.

- f. If PROVIDER is unable to obtain a required insurance coverage, or if coverage is not renewed or is cancelled/terminated during the term of this Agreement, PROVIDER must immediately provide written notice to COUNTY as required by the provisions herein, Notices, of this Agreement. PROVIDER shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, PROVIDER shall immediately apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance shall be considered an event of default pursuant to this Agreement.
- g. PROVIDER's required insurance shall be primary insurance and any insurance or self-insurance maintained by COUNTY shall be in excess of and non-contributory with PROVIDER'S insurance. PROVIDER waives all rights against COUNTY, its present and former officials, officers, agents, employees, and volunteers for recovery of damages to the extent the damages are covered by insurance of PROVIDER. If necessary, PROVIDER agrees to endorse the required insurance policies to permit waivers of subrogation in favor of COUNTY.

16. INDEPENDENT CONTRACTOR

PROVIDER shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto or as constituting PROVIDER as the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Agreement. PROVIDER will secure at its own expense all personnel required in performing services under this Agreement. Any personnel of PROVIDER or other persons while engaged in the performance of any work or services required by PROVIDER shall have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of PROVIDER's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176), or claims of discrimination arising out of state, local, or federal law, against PROVIDER, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require 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.

17. 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 hereof. All

items are referenced or that are attached are incorporated and made 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. PROVIDER and COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.
- c. 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 or ministerial adjustment to this Agreement signed by the parties, except as otherwise provided in this Agreement.
- d. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

18. PROVIDER OBLIGATIONS

- a. PROVIDER shall make every reasonable effort to maintain sufficient trained staff, facilities, equipment, etc. to deliver the required quality and quantity of Contracted Services. PROVIDER shall immediately notify COUNTY in writing whenever it is, or will be, unable to provide the required quality or quantity of Contracted Services. Upon such notification, COUNTY and PROVIDER shall determine whether such inability will require a modification, cancellation or termination of this Agreement.
- b. When requested, PROVIDER will provide COUNTY with any proper documentation that is necessary for COUNTY to complete forms and reports in compliance with regulations of state and federal agencies or other funding sources.
- c. PROVIDER will comply with all of the provisions of:
 - (1) The Maltreatment of Minors Reporting Act, Minnesota Statutes, section 626.556, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.
 - (2) The Vulnerable Adults Reporting Act, Minnesota Statutes, section 626.557, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.
- d. PROVIDER affirms that to the best of PROVIDER's knowledge, PROVIDER'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 PROVIDER, PROVIDER 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 PROVIDER 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.

- e. PROVIDER shall notify COUNTY Administration, or their designees, 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, PROVIDER (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 COUNTY, this Agreement, the services performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.
- f. If any Minnesota laws, including but not limited to Minnesota Rules, part 9525.1870 now in force or as hereafter enacted requires, the Commissioner of the Minnesota Department of Human Services is named as a third-party beneficiary in this Agreement.
- g. COUNTY encourages PROVIDER to develop and implement an office paper and newsprint recycling program.
- h. PROVIDER shall undertake development of emergency preparedness plans.
- i. PROVIDER shall inform COUNTY, in writing, of key staff, licensure, and Board of Directors membership changes within five (5) days after occurrence.

19. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- a. PROVIDER binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- b. PROVIDER 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 PROVIDER, the assignee, and COUNTY as determined by COUNTY. Permission to assign, however, shall under no circumstances relieve PROVIDER of its liabilities and obligations under the Agreement.
- c. PROVIDER shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written authorization of COUNTY. Permission to subcontract, however, shall under no circumstances relieve PROVIDER of its liabilities and obligations under the Agreement. Further, PROVIDER 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 PROVIDER and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. PROVIDER shall make contracts between PROVIDER and subcontractors available upon request. For clarification and not limitation of the provisions in this Agreement, none of the following constitutes assent by COUNTY to a contract between PROVIDER and a subcontractor or a waiver or release by COUNTY of PROVIDER's full compliance with the requirements of this Clause: (1) COUNTY's request or lack of request for contracts between PROVIDER 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, subdivision 4a, PROVIDER shall pay any subcontractor within ten (10) days of PROVIDER's receipt of payment from COUNTY for undisputed services provided by the subcontractor and PROVIDER shall comply with all other provisions of that statute.
- e. PROVIDER shall notify COUNTY in writing if another person/entity acquires, directly or indirectly, more than fifty percent (50%) of the voting power of the shares entitled to vote for directors of PROVIDER (if PROVIDER is a corporation or partnership) or upon sale of fifty percent (50%) or more of assets of PROVIDER. 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.

20. NOTICES

- a. PROVIDER shall provide contact information, including a current email address, for their executive director to the Contract Manager and further shall notify the Contract Manager within five (5) days of a change in any contact information during the term of this Agreement.
- b. 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 certified mail or be hand-delivered. Notices to COUNTY shall be sent to the County Administrator with a copy to the DEPARTMENT's Contract Management Services. Notice to PROVIDER shall be sent to the address stated in the opening paragraph of this Agreement.

21. DEFAULT AND CANCELLATION/TERMINATION

- a. If PROVIDER fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of this Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless PROVIDER's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel/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 PROVIDER's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to PROVIDER.

- b. For purposes of this subsection, "Data" means any data or information, and any copies thereof, created by PROVIDER or acquired by PROVIDER 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.

(1) Upon expiration, cancellation or termination of this Agreement:

- (a) At the discretion of COUNTY and as specified in writing by the Contract Administrator, PROVIDER shall deliver to the Contract Administrator all Data so specified by COUNTY.
 - (b) COUNTY shall have full ownership and control of all such Data. If COUNTY permits PROVIDER to retain copies of the Data, PROVIDER 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.
 - (c) Except to the extent required by law or as agreed to by COUNTY, PROVIDER shall not retain any Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, PROVIDER shall, upon COUNTY's request, certify destruction of any Data so specified by COUNTY.
- c. If COUNTY has reason to believe that the safety or well-being of Eligible Persons receiving service hereunder may be endangered by actions of PROVIDER, its agents, and/or employees, COUNTY may require the immediate cessation of services to Eligible Persons, as well as their removal from the facility, and may discontinue referrals to PROVIDER. This action may be taken forthwith and may continue for such period which is reasonably necessary for determination by COUNTY that the safety and well-being of Eligible Persons has been assured. Resumption of services by PROVIDER may be authorized upon such assurance, at the sole discretion of COUNTY. If it is determined that the safety or well-being of Eligible Persons will remain in jeopardy by the further provision of services, COUNTY may cancel/terminate this Agreement pursuant to the provisions herein of this Agreement. No payments shall be made for the period during which services are suspended unless otherwise determined by COUNTY.
 - d. Notwithstanding any provision of this Agreement to the contrary, PROVIDER shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER. Upon notice to PROVIDER of the claimed breach and the

amount of the claimed damage, COUNTY may withhold any payments to PROVIDER for the purpose of set-off until such time as the exact amount of damages due COUNTY from PROVIDER is determined. Following notice from COUNTY of the claimed breach and damage, PROVIDER and COUNTY shall attempt to resolve the dispute in good faith.

- e. 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.
- f. COUNTY's failure to insist upon strict performance of any provision or to exercise any 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.
- g. If COUNTY does not obtain funding from the Minnesota Legislature, or other funding source, COUNTY may immediately cancel/terminate this Agreement by written notice to PROVIDER. COUNTY is not obligated to pay for any services that are provided after notice and effective date of cancellation/termination. However, PROVIDER will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. COUNTY will not be assessed any penalty if the Agreement is cancelled/terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.
- h. If during the term of this Agreement reimbursement to COUNTY from state, federal, or other funding sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Contracted Services, or if COUNTY's final budget as approved by the County Board changes the amount budgeted for this particular program or this service area for any portion of the term of this Agreement, COUNTY may cancel/terminate or amend this Agreement; provided that any cancellation/termination of this Agreement shall not relieve the parties of any obligations or liabilities already accrued prior to the effective date of such cancellation/termination.
- i. This Agreement may be cancelled/terminated by either party at any time, with or without cause, upon thirty (30) days' written notice.
- j. After receipt of a notice of cancellation/termination, and except as otherwise directed, PROVIDER shall:
 - (1) Discontinue provision of Contracted Services under this Agreement on the date in the notice of cancellation/termination.
 - (2) Cancel all orders and subcontracts to the extent that they relate to the performance of Contracted Services cancelled/terminated by the notice of cancellation/termination.
 - (3) Settle all outstanding claims and liabilities for orders and subcontracts existing at the time of the notice of cancellation/termination, provided, however, that the claims and liabilities for orders and subcontracts have been approved in writing by COUNTY.

- (4) Notify in writing all clients and any other counties of financial responsibility of the cancellation/termination of this Agreement.

22. 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: RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES; DATA; CONTRACTS MANAGEMENT AND DISPUTES; INDEMNIFICATION; INSURANCE; INDEPENDENT CONTRACTOR; AND DEFAULT AND CANCELLATION/TERMINATION.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

Date:_____

Reviewed for COUNTY by:

Board Resolution No:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:_____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date:_____

By:_____
County Administrator

By:_____
Assistant/Deputy County Administrator

CONTRACTOR

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*

By: _____

*CONTRACTOR represents and warrants that it has submitted to the COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.