

# HENNEPIN COUNTY

## MINNESOTA

### Request for Proposal

## Minnesota Family Investment Program (MFIP) Employment Services

**Proposal due date: June 3, 2021, prior to 2:00 p.m.**

**Pre-proposal conference: May 13, 2021 at 1:00 p.m.**

The meeting will be hosted by Microsoft Teams:

- [Click here to join the meeting](#) at the designated time
- Or call in (audio only) [+1 612-263-6117](#)
- Phone Conference ID: 728 977 138#
- You will be able to ask questions of the presenters through chat

**Closing date for all questions: May 18, 2021 by 2:00 p.m.**



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# 1 Introduction

## 1.1 Project overview

Hennepin County Human Resources, through its Workforce Development Area, and in partnership with the Human Services Public Health Department, is seeking proposals from qualified responders to provide MFIP Employment Services that will result in positive outcomes for recipients of public assistance, leading to economic self-sufficiency.

## 1.2 Pre-proposal conference

- May 13, 2021, 1:00 p.m.

The meeting will be hosted by Microsoft Teams:

- [Click here to join the meeting](#) at the designated time
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- Phone Conference ID: 728 977 138#
- You will be able to ask questions of the presenters through chat

# 2 General rules

## 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

9/1/2021 Recommendation of award

1/1/2022 Effective start date of contract(s)

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 help 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: [Jacqueline.gould@hennepin.us](mailto:Jacqueline.gould@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 factors shall include, but are not limited to, the following:

- Performance Measure Narrative 25 points
- Staffing Narrative and Staffing Detail 20 points
- Serving Residents Narrative 15 points
- Case Management Practices Narrative 15 points
- Organization Overview Narrative, Organization Qualifications 10 points
- Program Budget and Budget Substantiation 10 points
- Coordination of Services and Access to Resources Narrative 5 points
- Work Plan Timeline (if applicable) 5 points

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.

### **3.5 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 virtual presentation and/or answer specific questions regarding their Proposal.

### **3.6 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 Scope of Services

### 4.1 Project Overview

Hennepin County Human Resources, through its Workforce Development Area, and in partnership with the Human Services Public Health Department, is seeking proposals from qualified responders to provide MFIP Employment Services that will result in positive outcomes for recipients of public assistance, leading to economic self-sufficiency.

The total dollar amount available for MFIP Employment Services through this Request for Proposals is estimated to be \$13.5 Million.

The total number of participants served per year is estimated to be 13,000.

### 4.2 Background

Minnesota Family Investment Program (MFIP) is the state's primary program for helping low-income families with children move out of poverty through work. The program is federally funded through Temporary Assistance to Needy Families (TANF), state administered (see [Minnesota Statute, section 256J.626](#)), and county operated. In Hennepin County, MFIP Employment Services are primarily contracted to Community-Based Organizations.

The mission of Hennepin County is to enhance the health, safety, and quality of life of our residents and communities in a respectful, efficient, and fiscally responsible way.

We envision a future where residents are healthy and successful and where our communities are safe and vibrant. We will strive to meet and exceed expectations by engaging people and communities in developing innovative solutions to challenges.

The County is committed to reducing disparities and making a long-term impact by focusing on outcomes in the following domains: education, employment, health, housing, income, justice, and transportation. MFIP Employment Services are part of the county's strategy for achieving equity in the employment domain. Domain outcomes include: an increase in residents hired and retained by employers; residents being better off economically; the elimination of racial disparities within the unemployment and labor force participation rate; and hiring, retention, and advancement of residents who are Black, Indigenous, and People of Color. Learn more about Hennepin County's commitment to reduce racial disparities [here](#).

The County is committed to creating a high-performing network of service providers striving for innovation and advancing outcomes for the people we serve, especially individuals facing the disparities and barriers identified above. Through this work, we focus on the following Guiding Principles for Partnership:

**Person-Centered Services:** Treat the people we work with – including those within community based organizations (CBOs), program participants, and employers – as equal partners. Build

relationships that are open, honest, respectful, and ethical. Build trusting partnerships by acknowledging history, committing to mutual learning, and sharing credit in our work together.

**Equity and Access:** Acknowledge and affirm diverse cultures, identities, and experiences when building relationships. Promote racial equity and reduce income and employment disparities through service delivery focused on residents who are Black, Indigenous, and People of Color and who face barriers to employment.

**Alignment and Collaboration:** Prioritize better system outcomes through effective collaboration with our partners. Create an interconnected set of solutions that meet the needs of workers and employers. Strive to close the skills gap by connecting residents to education opportunities and promising career paths that lead to self-sustaining employment opportunities. Connect employers to a diverse pool of well-trained candidates to meet regional workforce needs.

**Innovation and Continuous Improvement:** Use creativity, problem-solving, and problem prevention for individual and organizational progress. Support innovation and continuous improvement by identifying existing resources, practices, and capabilities that partners bring to the table. Support activities that represent specific workforce development strategies; opportunities to improve results; and methods that support positive long-term impacts in our communities.

The implementation of these Guiding Principles will create transformative experiences at the personal, institutional, and community levels. These elements of person-centered services, equity, collaboration, and innovation are required to meet the needs of county residents and to meet the disparities reduction initiatives mentioned in this RFP.

### 4.3 Target Population

MFIP requires that all caregivers receiving assistance ([with minor exceptions](#)) must engage with Employment Services while enrolled in the program.

Eligibility for MFIP is determined by Hennepin County and all participants are referred directly to the Employment Services Provider for enrollment. Ineligibility for MFIP disqualifies participants from MFIP Employment Services enrollment but does not disqualify the applicant from potential eligibility for other Hennepin County services.

Though almost all caregivers are required to engage with MFIP Employment Services, an individual's [participation requirements](#) are relative to their household composition and circumstances. Based on this criteria, participants are categorized into groups, represented by different Employment Service Categories (EMPS Categories).

The target population for this RFP includes members of the following groups:

- [Universal Participants](#) in their first 60 months of MFIP eligibility.
- Some groups in their first 60 months of eligibility and categorized under the umbrella of [Family Stabilization Services \(FSS\)](#). (This currently includes FSS participants eligible under [Special Medical Criteria](#), [Needed in Home](#), [Family Violence Waiver](#), [In The Country Less than 12 Months](#), and [Age 60 or Older](#))

- Some groups of participants with eligibility extended beyond 60 months. This currently includes participants extended due to [Employment](#), [Special Medical Criteria](#), and [Needed in the Home](#).

[Minor caregivers/teen parents](#) receiving MFIP are not included in the target population for this RFP.

According to demographic data from program years 2018-2020, more than 75% of residents who were engaged in MFIP Employment Services in Hennepin County were Black, Indigenous, and People of Color (BIPOC). A primary goal of this program is to actively counteract prevalent racial disparities in our community in the areas of employment and education through comprehensive employment and case management services. Reducing racial disparities in outcomes and promoting equity for Black, Indigenous, and People of Color (BIPOC) is intentionally incorporated into this request for proposals.

The populations served through this contract may change as business need requires.

#### 4.4 Program Goals and Approach

The primary purpose of MFIP Employment Services is to support program participants as they transition from poverty to economic self-sufficiency. Hennepin County prioritizes the following goals in support of this purpose:

1. Emphasize the importance of employment and successful program exits due to earned income.
2. Build racial equity in education and employment rates among MFIP participants.
3. Support the long-term economic self-sufficiency of families to reduce the likelihood of returning to the program.

Progress towards these goals will be tracked via the indicators listed in section 4.16 Performance Measures. To ensure that our program meets these primary goals, we approach MFIP employment services through a lens of reducing barriers to employment.

Providers should have resources in place to offer comprehensive coaching and case management services to meet people where they are at, and support families on their path to economic self-sufficiency.

Components of comprehensive services include, but are not limited to:

- Robust Employment Services including support and career coaching
- Access to education and employment opportunities
- Relationship-based, participant-led case management
- Proactive engagement with program participants
- Connections to support and relevant resources

#### 4.5 Description of Program Services

MFIP services are to be provided by selected agencies according to current MFIP requirements according to Federal, [State](#), and [local policies](#). Agencies that are chosen as MFIP Employment Services Providers (ESPs) will be required to provide the following services.

MFIP and FSS Employment Services include, but are not limited to:

- A. MFIP Employment Services Case Management
  - a. [Enroll and engage](#) new participants upon referral from Hennepin County.
  - b. [Continuously assess](#) eligibility, participant needs, and progress through relationship-based case management.
  - c. Develop person-centered [Employment Plans](#) according to program requirements, which include achievable, incremental steps leading to economic self-sufficiency through employment.
  - d. Engage intentionally with participants to increase motivation and participation in the program.
  - e. Provide individualized outreach and support to participants who are out of compliance with program requirements.
  - f. Employ Motivational Interviewing techniques throughout delivery of all services.
  - g. Collect and track data and documentation according to program requirements using systems provided (primarily [Workforce One](#)).
  
- B. Coordination of Services and Access to Resources
  - a. Partner with Hennepin County Human Services Representatives (HSRs), Childcare Assistance Program workers, and other county staff to coordinate benefits and services.
  - b. Connect participants to MFIP Support Services including support with transportation, education/training expenses, job search and employment related expenses, utility/housing support, etc.
  - c. Assess participants' and families' needs and make relevant connections to other service providers and community resources that may support the participant in overcoming barriers. For example: social services, crisis counseling, healthcare, mental health, childcare resources, housing, domestic violence advocacy services, financial literacy, parenting programs, transportation services, etc.
  
- C. Career Coaching and Job Development
  - a. Support career exploration and personal choice throughout employment services.
  - b. Guide participants through career planning processes which include setting career goals; setting realistic expectations; planning for incremental progress; and obtaining jobs with family-sustaining wages.
  - c. Utilize labor market information and other workforce development tools available in order to provide participants with facts which inform career planning decisions.
  - d. Support job seekers through access to resource rooms; promotion of job openings; job readiness trainings; and assistance with resumes, online applications, communication strategies, etc.
  - e. Facilitate job placement through agency connections with employers and the promotion of career fairs.
  - f. Continue to support participants once employment is obtained through job retention and advancement services (including ongoing coaching, soft skills development, assistance to work through barriers to maintaining employment, career laddering assistance, financial planning, etc.).

- D. Navigating Education and Training Opportunities
  - a. Support participants' education goals and assist with the exploration of educational and vocational opportunities as appropriate based on program policies.
  - b. Promote education and training as an integral part of career planning.
  - c. Connect participants to education and training opportunities that would lead to improved employment opportunities such as: Adult Basic Education, Career Pathway programs, credentialed training programs, educational internships, etc.
  
- E. Transition Services when MFIP Ends
  - a. Continue to actively support program participants for 60 days after MFIP eligibility ends through ongoing employment services and the issuance of support services.
  - b. Provide transitional resources and administer participant feedback survey upon the participant's exit from the program.

## 4.6 Expectations of Contracted Providers

Agencies selected through this RFP will be responsible for fulfilling the following provider requirements.

*This list contains key expectations but is not exhaustive; a complete list of provider expectations will be provided upon execution of final contracts.*

- A. Program Management Functions
  - a. Track and report on performance measures and program outcomes. Actively collaborate with Hennepin County through monitoring processes and service improvement initiatives.
  - b. Track spending and maintain documentation of all expenses. Submit monthly itemized invoices for reimbursement.
  - c. Continuously monitor service delivery to ensure alignment with Hennepin County Workforce Development's policies, values, and goals.
  - d. Seek participant feedback and actively incorporate participant and community feedback into service delivery model.
  
- B. Coordination of Services with Hennepin County and Employment Services Network
  - a. Actively collaborate with Hennepin County Eligibility and Childcare Assistance in order to provide streamlined services to residents.
  - b. Actively collaborate with partner agencies in ESP network, which includes referring participants to specialty referral programs
  - c. Ensure that all current [staff training requirements](#) are met, including but not limited to:
    - i. DHS Annual Data Privacy Training Series
    - ii. DHS Employment Services Training Requirements
    - iii. Motivational Interviewing
    - iv. Global Career Development Facilitator (GCDF) Training
    - v. Diversity, Equity, and Inclusion
    - vi. Other mandatory trainings offered by Hennepin County
    - vii. Provide additional training internally as needed for staff to competently deliver Employment Services.

C. Technology Requirements

- a. Ensure internal IT/Technology tactical supports are readily available to program staff to support them in their role as end users of required systems, prior to reaching out to Hennepin County for IT Services.
- b. Utilize internal IT/Technology resources to ensure hardware/software standards are in line with those prescribe by Hennepin county.
- c. Maintain internal Technology Requirements according to Hennepin County requirements. As of April 2021, current requirements and versions include:
  - i. Operating System: Microsoft Windows current version or the previous version. (Windows 10 20H2)
  - ii. Office Suite: Microsoft Office current version or the previous version to include Word, Excel and Outlook applications at minimum. (Office 365 Version 2011 Build 13426.20184)
  - iii. Adobe Reader: current version or the previous version.
  - iv. Computer Hardware: minimum hardware requirements recommended by Microsoft for the Operating System and Office Suite versions being used
  - v. Web Browser: Microsoft Edge current version for accessing ECF, Internet Explorer for accessing some current versions of forms and for running reports in Workforce One

D. Systems Access

- a. All staff who write Employment Plans must get and maintain access to the following systems within 90 days of hire: Workforce One, ECF/SMI, and MEC2 Inquiry
- b. At least one staff person per site location must have access to MAXIS Inquiry
- c. Adhere to Data Privacy rules according to the Minnesota Government Data Practices Act ([MN Statutes, Chapter 13](#)), and all other applicable state and federal laws.
- d. Adhere to all system-specific training and certification requirements including those to maintain access.

E. Remote Services

- a. Establish flexible time and meeting location options for participants to access services and complete program requirements.
- b. Offer services remotely where requested by the participant and allowed by program policies.

*Note: Program referrals may not correspond directly with a resident's proximity to the ESP's office location. Providers are expected to facilitate access to services for all Hennepin County residents, regardless of their home address. See Attachment 2 – Hennepin County MFIP Recipients Map for February 2021 geographic distribution of enrolled participants.*

F. Culturally Relevant Service Delivery

- a. Deliver all services in a manner which is respectful and culturally appropriate to the participant. Culturally appropriate is defined as services that are delivered to reflect the unique individual needs of the participant, such as language, racial/ethnic background and social/religious background.

- b. Make reasonable efforts to ensure staff delivering services reflect the diversity of the participant population and seek ongoing input from individuals who reflect non-represented cultures.
  - c. Comply with [Hennepin County's Limited English Proficiency Plan](#). Provide participants with access to interpreter services on demand and at no personal cost.
- G. Commitment to Racial Equity
- a. Consistently deliver services through the lens of racial disparity reduction.
  - b. Work intentionally to reduce existing racial disparities in agency's program outcomes.
- H. Adhere to The Maltreatment of [Minors Reporting Act, Minnesota Statutes, section 626.556](#), [The Vulnerable Adults Reporting Act, Minnesota Statutes, section 626.557](#), and all associated guidelines.

#### 4.7 Performance Measures

Indicators marked with an asterisk (\*) will be disaggregated by race when reporting. The target for the indicator applies to each individual racial group.

<b>Outcomes</b>		
<i>Indicators of positive, measurable impacts the program has had on participant population.</i>		
Indicator	Target	Description
Self-Support Index	62%	Participants who are no longer receiving MFIP cash assistance or who are working at least 30 hours per week three years later.  This state-run report is provided by the County to Providers on a quarterly basis. No tracking is required by the ESP. See more information <a href="#">here</a> .
Unsubsidized Employment Exits*	40%	Number of Participants exiting from MFIP due to earned income above <a href="#">MFIP income limits</a> .  The data for this indicator are tracked by the ESP using Workforce One.
Job Retention*	(Network wide performance from January – September 2022 will be used as a baseline to determine target for 2023 and 2024 program years.)	Enrolled participants still employed in the same job 90 days after employment start date.  The data for this indicator are tracked by the ESP using Workforce One.

<b>Outcomes</b>		
<i>Indicators of positive, measurable impacts the program has had on participant population.</i>		
Indicator	Target	Description
Education Skill Gain*	(Network wide performance from January – September 2022 will be used as a baseline to determine target for 2023 and 2024 program years.)	<p>Number of participants who successfully complete Education/Training activities including GED attainment/ESL level increase/credential attainment/college degree.</p> <p>The data for this indicator are tracked by the ESP using Workforce One.</p>

<b>Outputs</b>		
<i>The results of program process measures which support positive outcomes.</i>		
Indicator	Target	Description
Served*	(Set by size of contract awarded)	<p>Number of participants served in MFIP Employment Services by provider.</p> <p>The data for this indicator are tracked by the ESP using Workforce One.</p>
Baseline Engagement*	80%	<p>Percentage of all enrolled participants with at least 3 activity hours logged each month.</p> <p>The data for indicator are partially tracked by the ESP using Workforce One and partially tracked by the Eligibility Worker in MAXIS. ESP pulls this report from Workforce One.</p>
Median Engagement*	(Network wide performance from January – September 2022 will be used as a baseline to determine target for 2023 and 2024 program years.)	<p>Median monthly engagement level among participants as measured by activity hours.</p> <p>The data for this indicator are partially tracked by the ESP using Workforce One and partially tracked by the Eligibility Worker in MAXIS. ESP pulls this report from Workforce One.</p>



<b>Outputs</b>		
<i>The results of program process measures which support positive outcomes.</i>		
Indicator	Target	Description
Education/Training Activities*	(Network wide performance from January – September 2022 will be used as a baseline to determine target for 2023 and 2024 program years.)	Percentage of enrolled participants participating in education and/or training activities.  The data for this indicator are tracked by the ESP using Workforce One.
Full-Time Employment*	(Network wide performance from January – September 2022 will be used as a baseline to determine target for 2023 and 2024 program years.)	Percentage of enrolled participants employed full-time (30 hours or more per week).  The data for this indicator are tracked by the ESP using Workforce One.

<b>Inputs</b>		
<i>Resources committed to the program by the provider.</i>		
Inputs	Target	Description
Support Services Funding	10%	Percent of total budget NTE funds spent annually on participant <a href="#">Support Services</a> .
Participant Feedback Collection	At least once per quarter	Participant feedback collection. This could be in the form of a focus group, one on one interviews, short survey, etc.
Exit Surveys	25%	Number of Hennepin County exit surveys about participant experience administered out of total number of annual exits.
Continuous Program Improvement	3 new or enhanced MFIP program components annually	Development of new or enhanced MFIP program components designed to support improved outcomes.  i.e. participant classes, workshops, or groups; development of official employer partnerships; addition of support staff or creation of a new role; implementation of new curriculum or training materials, etc.

## **4.8 Vendor qualifications and experience**

To be eligible to function as an Employment Service Provider, an organization must fall into one of the following categories:

- A public, private, or non-profit agency certified by the Department of Employment and Economic Development
- A public, private, or non-profit agency that is not certified
- A county agency that chooses to provide services.

All agencies selected during this RFP will work with Hennepin County Human Services and Public Health Department's Contract Management Area in the development of a contract. Responders must meet all standard contract requirements, including Hennepin County insurance requirements.

## **4.9 Contracts**

Contracts for Employment Service Provider roles will be awarded to responders the County deems as most likely to succeed, for a term anticipated to commence on January 1, 2022. The contract period is expected to last three (3) years and run through December 31, 2024. However, the actual contract terms may vary at the discretion of the County.

Within the proposal, agencies must describe the specific services and/or activities that will be provided. Hennepin County will contract solely with the agencies that are selected. Agencies will be required to have responsibility for all obligations under the contract.

The county is committed to including participant input as a critical part of defining and managing the employment services. The county may survey all contracted agencies using a county-approved customer-input survey.

## **4.10 Annual Performance Redistribution of Participants/Dollars**

On an ongoing basis, Hennepin County will analyze the performance of its contracted Employment Service Providers based upon the expected outcomes in section 4.7. If an agency substantially underperforms the expected outcomes, the agency may be required to submit a Performance Improvement Plan (PIP).

Hennepin County will have discretion to continue contracts with said agencies based upon their performance. Hennepin County may change contract amounts and reallocate resources to higher performers as deemed necessary.

## **4.11 Reimbursement**

Reimbursement for ESP services will be on a cost reimbursement basis. The cost reimbursement portion of the ESP contracts will cover actual expenses within an approved budget, after deducting other revenues received.

## 5 Proposal format and content

### 5.1 Proposal format

When preparing your response:

- Use the application in Attachment 1.
- **Include corresponding section headings and question numbers** in your narrative response.
- Limit narrative response to **10 pages total** in length.
- Use a standard, 11-point font with one-inch margins on 8½ X 11-inch paper.
- Include all additional documentation as listed in Attachment 1 – Application.

In order to be evaluated, proposals must follow the format and instructions indicated above.

### 5.2 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.

## Attachment 1 – MFIP Employment Services RFP Application

<b>ORGANIZATION INFORMATION</b>		
Organization Name:		
What year was your organization founded?		
What type of agency is your organization?		
What was your organization’s total revenue in the most recent 12-month accounting period?		
Total Number of Employees:	Full Time:	Part Time:
<b>CONTRACTIAL TERMS AND PROVIDER EXPECTATIONS</b>		
Does your organization request any exceptions to any of the requirements included in this RFP (including Hennepin County’s terms and conditions and/or provider expectations)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, please explain:		
<b>LEGAL INFORMATION</b>		
Are there any current or pending lawsuits against the organization? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, would there be an impact on the organization’s financial position? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Have any civil or criminal lawsuits been brought against the organization related to the type of services identified in this RFP in the past five years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Have any civil or criminal lawsuits been brought against organization agency staff related to the type of services identified in this RFP in the past five years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes to any of these questions, what is the status and outcome?		

## Narrative Questions

*The questions in this application directly correspond with the Scope of Services described in the RFP. Refer to the language of the RFP and the linked webpages when preparing your responses.*

*If your organization does not have direct experience delivering MFIP Employment Services, please answer based on organizational experience in a similar program.*

### Organization Overview

1. Please include information about your organization as it relates to this Request for Proposal:
  - a. Mission and values
  - b. History and relevant experience
  - c. Program staff capacity, including related experience of key program staff
  - d. Administrative capacity, including overview of ability to administer government grants

### Serving Residents

2. How will your organization create a flexible service environment, including remote service options? Please include information about location(s) and hours.
3. How will your organization welcome and serve participants with diverse needs and of all backgrounds? Please include your strategies to serve:
  - a. Participants who identify as Black, Indigenous, and People of Color
  - b. Participants with FSS eligibility criteria (as described in section 4.12)
  - c. Participants with Limited English Proficiency (LEP)
4. How does your organization support racial equity? What initiatives are in place to deliver services through a lens of racial disparity reduction? Please include one example of how your organization has worked to advance racial equity in the last year.

### Staffing

5. How is coverage handled for staff openings and/or leaves?
6. How will you train your staff to effectively deliver MFIP Employment Services? Please include organization wide and program specific information and training topics.
7. How will you include front line staff in your organization's strategy to achieve contracted outcomes?
8. What internal controls will your agency use to evaluate the quality of service received by Hennepin County residents?
9. How will your agency support front line staff to avoid burnout and contribute to professional development?

### Case Management Practices

10. How does your organization define participant led services? What does it look like in practice?
11. What strategies will your organization use to engage participants, incentivize participation, and encourage progress towards economic self-sufficiency?
12. How will your organization proactively support participants to remain in compliance with program requirements?
13. If a participant is not in compliance with program requirements, what strategies will you employ to re-engage them?
14. In addition to required assessments, will your organization employ any other assessments or tools for career coaching? If so, please describe them.

15. Describe your organization's data tracking and reporting structure. How will you incorporate data when making program decisions or modifications? What information will you consider?

#### **Coordination of Services and Access to Resources**

16. Will your organization partner or sub-contract with any other entities to deliver core services and/or meet the needs of participants? If so, please describe who you will partner with, how you will partner, and what experience they have serving this population.
17. Hennepin County has a network of MFIP Employment Services Providers and referral programs, how will you leverage this network to meet the needs of participants and reduce barriers?
18. Reducing barriers to employment often requires connections to several community resources. How does your organization manage this information and connect participants to the resources they need?

#### **Performance Measures**

19. In support of the **Self-Support Index:**
  - a. How will you support families to achieve economic self-sufficiency?
  - b. How will you support families to build long-term financial stability?
20. In support of the **Unsubsidized Employment Exits and Job Retention:**
  - a. How will your organization support participants to find employment that achieves these outcomes?
  - b. What job retention and job advancement services will you offer to employed participants?
  - c. How does your organization develop formal or informal relationships with employer partners that support job development efforts?
21. In support of **Educational Skill Gain:**
  - a. How does your organization develop formal or informal relationships with education and training providers to support participants?
  - b. What career pathway programs does your organization currently provide or partner with that MFIP participants can enroll in?
  - c. How will your organization support participants to participate in and successfully complete education activities?
22. In support of **Support Services Funding:**
  - a. Who is responsible for ensuring support services are spent and that there is an organizational policy in place?
  - b. How will your organization track distribution of support services over time, to ensure they are spent equitably and are available to meet participant needs over the course of the year?
23. In support of **Participant Feedback Collection:**
  - a. How does your organization currently collect participant feedback (in MFIP Employment Services or other programs)?
  - b. How will your organization collect participant feedback to meet this requirement?
24. In support of **Continuous Program Improvement:**
  - a. What is one element of your current programming that you plan to improve upon or enhance?
  - b. What new or creative strategies/initiatives will you implement to ensure your program will meet outcomes and move participants to economic self-sufficiency?

## **Additional Documentation Required**

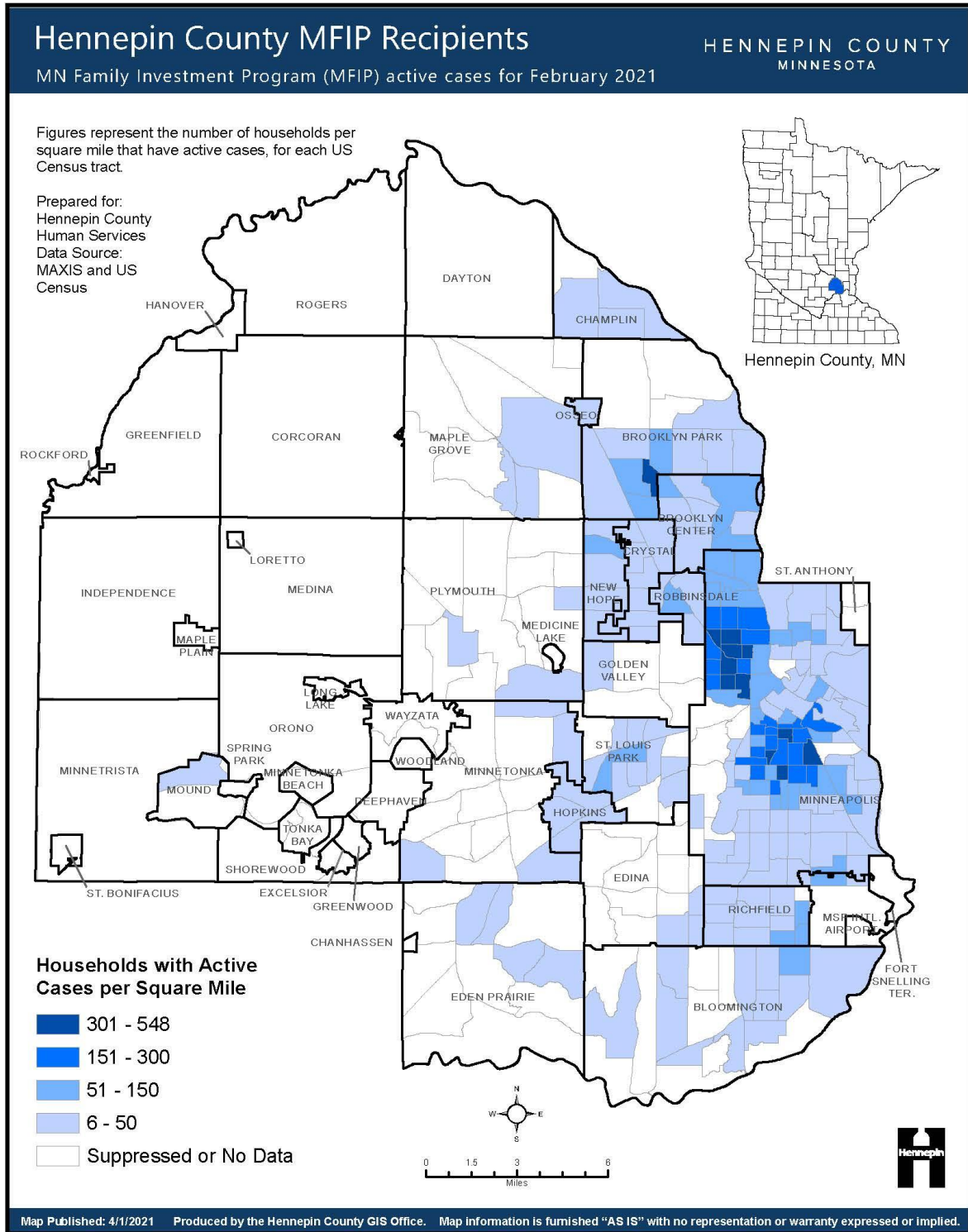
### **Templates**

- Budget and Staffing Detail Template
  - Program Budget Tab
    - The Minnesota Department of Human Services limits MFIP administrative expenses to 7.5%.
    - For direct costs, please create budget line items/categories as needed.
    - For Support Services line items are pre-defined, do not create new categories.
    - Support Service budget must equal >10% of total budget NTE.
  - Budget Substantiation Tab
    - Show formulas/rationale for calculating budget line item amounts.
    - Include cost allocation methodology for costs that are typically shared across programs (i.e. occupancy, IT costs, administration).
  - Staffing Detail Tab
- Work Plan Timeline
  - REQUIRED for organizations that do not currently have a Hennepin County MFIP Employment Services contract.
  - RECOMMENDED for current providers if proposal contains new program components, new services for MFIP participants, and/or staff positions.
- Program Fact Sheet

### **Attachments**

- List of addresses for all service locations
- Most recent IRS FORM 990
- Most recent board-reviewed financial statements
- Most recent certified financial audit
- One letter of commitment from the agency's governing body
- Organizational chart
- Job descriptions for all positions included on Staffing Detail
- Resumes of key staff

# Attachment 2 – Hennepin County MFIP Recipients (Feb 21)





## 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 financial records during the term of the Agreement and for six (6) years after its termination, cancellation or expiration for audit purposes. Eligible Persons case files are to be kept in accordance to the Code of Federal Regulations statute: 45 CFR 155.1210. 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.

Include paragraph (3) if this is a Cost Reimbursement agreement:

- (3) PROVIDER shall maintain records on the county of financial responsibility for each client served under this Agreement. Such records shall be available for inspection by COUNTY upon request.

Use this paragraph B if the provider **is not** a Minnesota school or government entity:

#### 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.

Does the contract include performance measures? If yes, include paragraph (b):

(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.

Use this paragraph B if the provider **is** a Minnesota school or government entity:

**B. Reports and Information Requirements**

(1) PROVIDER shall submit the following reports:

(a) Annual 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) If an independent audit is performed, PROVIDER shall submit a copy to COUNTY.

(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.

Does the contract include performance measures? If yes, include paragraph (d):

(d) 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.

Delete paragraph C if the provider **is** a Minnesota school or government entity:

**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, subd. 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.

Use this RECORDS clause for all Hybrid agreements:

8. RECORDS

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 PROVIDER and involve transactions relating to this Agreement. PROVIDER shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

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 law, conditions of any funding sources, 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.

If this is a Hybrid agreement, delete paragraph F:

- 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 of services under this Agreement is from federal or state monies or from a federal, state or other grant source, PROVIDER is bound by and shall comply with applicable law, rules, regulations, applicable documentation or other COUNTY directives relating to the source and utilization of such funds.
- H. PROVIDER agrees to comply with applicable State of Minnesota Rules governing social services currently in force or later enacted.
- I. PROVIDER shall also comply with the following:

If this is a Hybrid agreement, delete any of the following paragraphs (1)-(6) that do not apply to your agreement:

- (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 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.

Is the provider a subrecipient as defined by the Uniform Guidance (Title 2 CFR Part 200, Section 200.330)? If so, include paragraph J below and the Subrecipient Compliance Addendum in Exhibit B, Section 3, Financial Narrative:

J. PROVIDER shall comply with the requirements set forth in EXHIBIT B: Subrecipient Compliance Addendum.

10. DATA PRIVACY AND SECURITY

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 law, 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). 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 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 of this clause.

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.

B. In addition to the foregoing MGDPA and other applicable law obligations, PROVIDER shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, "County 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.

If PROVIDER has access to or possession/control of County Data, PROVIDER shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, PROVIDER shall notify COUNTY of the inconsistency and follow COUNTY direction. PROVIDER shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, 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. 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.

- D. 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.
- E. COUNTY may, in its sole discretion, grant PROVIDER limited access to COUNTY computer/data systems including but not limited to COUNTY computers, networks, databases, applications and/or environments ("County Systems") exclusively for the purposes of performing services hereunder. County Systems may be owned by COUNTY or may be licensed by COUNTY from a third party. If COUNTY grants access to County Systems, PROVIDER and all PROVIDER personnel with access to County Systems shall comply with then applicable COUNTY data practices and security policies, procedures, rules and directions when accessing and using County Systems. Compliance with such requirements is supplemental to PROVIDER's duty to comply with applicable law and regulations and PROVIDER's ordinary duty of care in such situations.

For clarification and not limitation of the foregoing, PROVIDER's access to County Systems shall be subject to the following: (i) PROVIDER shall notify all personnel with access to County Systems of the obligations imposed by this Agreement; (ii) personnel performing on behalf of PROVIDER shall complete COUNTY approved data practices and security training as required by COUNTY; (iii) if PROVIDER utilizes its own systems, software or equipment in the performance of this Agreement, the same shall meet COUNTY's technical operating and security system requirements, including but not limited to installing and/or maintaining COUNTY approved firewalls, proxies, filters and other monitors and controls; (iv) PROVIDER shall immediately notify COUNTY of any known or suspected County System incidents or breaches, then comply with all responsive directions provided by COUNTY; and (v) if any PROVIDER personnel with access to County Systems no longer requires said access and/or is no longer performing services hereunder, PROVIDER shall immediately notify COUNTY and ensure that said individual no longer has access to County Systems, including but not limited to deleting, eliminating and destroying all access points, usernames, passwords and/or other applicable credentials. Any notice required by the foregoing shall be provided to the COUNTY Contract Administrator (as identified in the CONTRACT ADMINISTRATION provisions below).

- F. Upon expiration, cancellation or termination of this Agreement:
- (1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, PROVIDER shall deliver to the Contract Administrator all County Data so specified by COUNTY.
  - (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits PROVIDER to retain copies of the County Data, PROVIDER shall not, without the prior written consent of COUNTY or unless required by law, use any of the County 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 County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
  - (3) Except to the extent required by law or as agreed to by COUNTY, PROVIDER shall not retain any County 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 County Data so specified by COUNTY.

Will the provider have access to "Protected Health Information" (PHI) as defined by HIPAA on behalf of the county? PHI can be any information about health status, provision of health care, or payment for health care that is created or collected by a Covered Entity or its Business Associate and can be linked to a specific individual. Examples include:

- Patient medical record
- Healthcare billing information
- Health Plan claims processing

If you are uncertain, please consult with your Assistant County Attorney.

Will the provider be working with a Health Care Component listed in the chart linked below?

[Click here to access the list of Health Care Components](#)

If you answer Yes to **both** of these questions, a Business Associate Agreement (BAA) may be a necessary exhibit to this contract. Include paragraph G below and the BAA and the BAA Exemption Worksheet as an Exhibit for review by the provider:

- G. Because the Contracted Services will involve the disclosure of Protected Health Information (PHI) by COUNTY, COUNTY (Covered Entity) is required to enter into a Business Associate Agreement (BAA) with PROVIDER (Business Associate). The BAA ensures that PROVIDER's performance under this Agreement complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act). PROVIDER agrees to the terms and conditions of the BAA, attached hereto and incorporated by reference as Exhibit C. Electronic approval of this Agreement also constitutes approval of the BAA.



11. NON-DISCRIMINATION

Delete paragraph A if the provider **is** a Minnesota school or government entity:

- A. In accordance with COUNTY's policies against discrimination, PROVIDER 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 law against discrimination shall be subjected to discrimination.
- B. 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.

If this is a Hybrid agreement, delete paragraphs C through G below:

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

Delete clause 12, Affirmative Action if the provider **is** a Minnesota school or government entity:

12. AFFIRMATIVE ACTION

A. PROVIDER may be granted an exemption from the requirements of this Section for one of the following reasons:

- (1) Contract is for emergency or life safety-related purchases;
- (2) PROVIDER has no facilities and has no more than one employee operating within the geographic boundaries of Hennepin County;
- (3) PROVIDER had an average of forty (40) 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
- (4) Pursuant to Hennepin County Board policy, the County Administrator or his/her designee granted an exemption.

B. Requirements. In accordance with Hennepin County Board Resolution and subject to the applicable exemptions, if any, listed above, if this Agreement is for a sum over \$100,000 or is amended to exceed \$100,000, then PROVIDER shall abide by COUNTY's Affirmative Action requirements for COUNTY contractors. Those requirements, for purposes of this Agreement, are consistent with those imposed for state contractors pursuant to Minnesota Statutes, sections 363A.36 to .37 and Minnesota Rules, parts 5000.3200 to 5000.3600.

C. Compliance; Remedies. PROVIDER shall demonstrate compliance by submitting and maintaining a workforce certificate from the Minnesota Department of Human Rights (MDHR), unless COUNTY provides for alternative certification. PROVIDER shall remain in compliance with all applicable requirements through the term of this Agreement. PROVIDER shall also provide all compliance documentation requested by the MDHR or by COUNTY, and shall cooperate with all compliance activities, including but not limited to site visits. If PROVIDER fails to demonstrate good faith efforts to correct any identified Affirmative Action deficiencies or fails to submit requested reports or information required by COUNTY or the MDHR, 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.

13. 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.

14. 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 parties will be in the appropriate federal court within the state of Minnesota.

15. INDEMNIFICATION

Use this paragraph A if the provider **is not** a Minnesota school or government entity:

- 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 attorney's 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 these provisions.

Use this paragraph A if the provider **is** a Minnesota school or government entity:

- A. Each party shall be liable for its own acts and the results thereof to the extent provided by law, and shall defend, indemnify, and hold harmless each other (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Except for State agencies, each party's liability shall be governed by the provisions of Minnesota Statutes, chapter 466 and other applicable law. The liability of State agencies shall be governed by the provisions of Minnesota Statutes, section 3.736 and other applicable law.
- B. Duty to Notify: PROVIDER shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against PROVIDER, its employees, officers, agents or 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 employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, 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.

Use this Insurance clause if the provider **is not** a Minnesota school or government entity:

16. 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 for 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:

**REQUIRED INSURANCE COVERAGES**

**MINIMUM**

<b>(1)</b>	<p align="center"><b><u>Commercial General Liability (CGL)</u></b></p> <p align="right">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</p> <p>Coverage shall be on an occurrence basis and include contractual liability coverage. Coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent.</p>	
<b>(2)</b>	<p align="center"><b><u>Workers' Compensation and Employer's Liability</u></b></p> <p align="right">Workers' Compensation Statutory                  Employer's Liability: Bodily injury by accident--Each Accident \$500,000                  Employer's Liability: Bodily injury by Disease--Policy Limit \$500,000                  Employer's Liability: Bodily injury by Disease--Each Employee \$500,000</p> <p>If PROVIDER is based outside the state of Minnesota, coverage must comply 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.</p>	
<b>(3)</b>	<p align="center"><b><u>Professional Liability (PL/E&amp;O)</u></b></p> <p align="right">Per Claim \$1,500,000                  Aggregate \$2,000,000</p> <p>Coverage is required in cases where PROVIDER's staff or volunteers are performing licensed professional services under this Agreement. The professional liability insurance must be maintained continuously for a period of three (3) 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&amp;O policy shall include full prior acts coverage.</p>	
<b>(4)</b>	<p align="center"><b><u>Automobile Liability</u></b></p> <p>PROVIDER shall maintain automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of PROVIDER.</p>	\$2,000,000
<p>Will the provider perform services (including providing software) that involve (one or more of the following):</p> <ul style="list-style-type: none"> <li>- Access to county systems to enter or view not public data;</li> <li>- Access to county systems to install/modify/maintain software on county systems; or</li> <li>- Storage of not public data (either in the cloud or on provider controlled systems)</li> </ul> <p>OR</p>		

Will the provider create or store not public data pursuant to the contract (either in the cloud or on provider controlled systems)?		
If yes to either, include the following Cyber Security and/or Privacy Liability coverage:		
<b>(5)</b>	<b><u>Cyber Security and/or Privacy Liability</u></b>	\$5,000,000
	Insurance shall cover claims, which may arise from failure of PROVIDER's security resulting in harm, including but not limited to, computer attacks, unauthorized access, disclosure of not public, confidential or private data/information, transmission of a computer virus(es) and/or denial of service. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.	
<b>(6)</b>	<b><u>Employee Dishonesty</u></b>	\$50,000
	Coverage is required in cases where money has been advanced to the PROVIDER or where money belonging to Eligible Persons is in the custody and control of PROVIDER.	

- B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.
- Coverage shall not include any exclusion or other limitations related to:
- (1) Scope of services;
  - (2) Delays in project completion and cost overruns;
  - (3) Persons or entities authorized to notify the carrier of a claim or potential claim; or
  - (4) 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 ensure that all of PROVIDER's subcontractors (i) independently carry insurance appropriate to cover the subcontractors' exposures and that meet or exceed PROVIDER's coverage limits; or (ii) are covered under the PROVIDER's policies. PROVIDER is responsible for monitoring its subcontractors' proof of insurance to ensure compliance with the foregoing obligations. Copies of certificates of insurance shall be maintained by PROVIDER and shall be supplied to COUNTY upon request.
- E. 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) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability and the automobile liability coverages 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 to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies; however, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, PROVIDER shall assume such notice obligations.

If PROVIDER receives notice of cancellation/termination from an insurer, PROVIDER shall fax or email a copy of the notice to COUNTY within two (2) business days.

- F. 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.
- G. 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.
- H. 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 officials, officers, agents, volunteers, and employees for recovery of damages to the extent that 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.

17. INDEPENDENT CONTRACTOR

PROVIDER 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 PROVIDER as the agent, representative, or employee of COUNTY for any purpose. PROVIDER is and shall remain an independent contractor for all services performed under this Agreement. PROVIDER shall secure at its own expense all personnel required in performing services under this Agreement. PROVIDER'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 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 applicable law, against PROVIDER, 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.

18. 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. PROVIDER and/or 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 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 Contract Management and Disputes 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.
- D. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

19. 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, 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 the County of Hennepin, 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, so require, the Commissioner of the Minnesota Department of Human Services is named as a third-party beneficiary in this Agreement.
- G. COUNTY encourages PROVIDER to have a single-sort recycling program or provide recycling service for at least three types of materials, which may include food waste. COUNTY also encourages PROVIDER to educate employees about the 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.

20. 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. 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 consent 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 herein, 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, subd. 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). 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.

21. 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. 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 DEPARTMENT's Contract Management Services. Notice to PROVIDER shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in PROVIDER's Form W-9 provided to COUNTY.

22. 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 the 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 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 PROVIDER's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to PROVIDER.
- B. 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.

- C. 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.
- 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. 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; (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient; or (iv) 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 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.
- G. This Agreement may be canceled/terminated with or without cause by COUNTY upon thirty (30) days' written notice.
- H. 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, and to the extent specified, 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 had 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.

23. 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 PRIVACY AND SECURITY; CONTRACT 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.