



**HENNEPIN HEALTHCARE
GENERAL TERMS AND CONDITIONS FOR
PROFESSIONAL SERVICES**

The provisions of these General Terms and Conditions will form the basis of an awarded contract unless they are specifically modified, in writing. This document and its terms and conditions will take precedent over competing terms and conditions.

1. SERVICES TO BE PROVIDED

- A. CONTRACTOR shall provide HHS with services as described in corresponding Statement(s) of Work (the “Services”), which is attached and incorporated into this Agreement by reference.
- B. Authorized representatives of HHS will request Services of CONTRACTOR and CONTRACTOR will submit a Statement of Work for each project, including cost, scope and an anticipated starting work date. All Statements of Work must be approved in writing by an authorized representative of HHS prior to commencing work at HHS. To the extent any Statement of Work provision conflicts with any of the terms of this Agreement, the parties agree that the terms of this Agreement will take precedence.
- C. All Services provided by CONTRACTOR under this Agreement must be performed to HHS’s satisfaction, as determined at the sole and reasonable discretion of HHS’s Contract Liaison.

2. PAYMENT FOR SERVICES

- A. Payment for Services shall be made directly to CONTRACTOR after completion of the Services and submission of an invoice. CONTRACTOR shall submit invoices for Services according to the payment schedule in the Statement of Work rendered on forms which may be furnished by HHS. Payment shall be made within sixty (60) days from receipt of the invoice.
- B. All of CONTRACTOR’s invoices must contain the correct purchase order number. Invoices not containing the correct purchase order number may be rejected. CONTRACTOR must submit invoices via either of the following:

Mail to: Hennepin Healthcare
Attn: Accounts Payable
P.O. Box 583599
Minneapolis, MN 55458

or Email to: accounts_payable@hcmcd.org

- C. HHS will receive a cash discount of five percent (5%) of any invoices paid within fifteen (15) days of receipt of proper invoices prepared in accordance with the terms of the Agreement.

3. TERM AND COST OF THE AGREEMENT

- A. CONTRACTOR agrees to furnish Services to HHS commencing [tbd] and terminating [tbd], unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.
- B. CONTRACTOR shall be paid according to the attached Statement of Work. The total cost of this Agreement, including all reimbursable expenses, shall not exceed [_____] dollars (\$_____).
- C. CONTRACTOR's out-of-pocket expenses shall be reimbursed only if the expenses conform to HHS's policy on reimbursable expenses. CONTRACTOR shall not seek any reimbursement for expenditures inconsistent with this policy. Any reimbursable expense which exceeds [_____] dollars (\$_____) shall receive prior written approval from the Contract Liaison.

4. BUSINESS REVIEWS AND REPORTING

- A. CONTRACTOR and HHS shall convene [quarterly/ semi-annually/annually] to conduct business review meetings. Agenda items may include performance metrics or reports, volumes of services utilized, total spend, roadmaps for future planning, opportunities to optimize services, etc. CONTRACTOR and HHS will set the agenda prior to each meeting.
- B. **Service Level Agreement** - CONTRACTOR agrees to meet all Performance Measure(s) outlined on Exhibit A attached and incorporated into this agreement by such reference. In the event CONTRACTOR does not meet any Performance Measure(s), CONTRACTOR shall reimburse HHS any Fee(s) at Risk as specified in Exhibit A.

5. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the Services. Nothing is intended or should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of HHS for any purpose. CONTRACTOR is and shall remain an independent contractor for all Services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing Services under this Agreement. Any personnel of CONTRACTOR or other persons while engaged in the performance of any work or Services required by CONTRACTOR will have no contractual relationship with HHS and will not be considered employees of HHS. HHS shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of

discrimination against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from HHS, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. In accordance with HHS's policies against discrimination, CONTRACTOR agrees that it 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 race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable Federal or State laws against discrimination shall be subjected to discrimination.

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

- C. In accordance with HHS Board Resolution, if this Agreement is for a sum over one hundred thousand dollars (\$100,000.00) or is one of several current contracts with CONTRACTOR totaling more than \$100,000.00 or is amended to exceed \$100,000.00, then CONTRACTOR agrees to abide by HHS's Non-discrimination and Affirmative Action requirements for HHS contractors including, but not limited to, the following:
 - 1. Affirmative Action Plan. CONTRACTOR shall:
 - (i) develop an Affirmative Action Plan within thirty (30) days after contract execution and submit the Initial Workforce Reports (CC399), pursuant to C2 below, to the HHS Supply Chain Management Division; or
 - (ii) submit evidence of a current approved Affirmative Action Plan (AAP) from another governmental jurisdiction, as approved by P/CS, and submit an Annual Workforce Report (CC400) (the Initial Workforce Report is not required), pursuant to C2 below, to P/CS; or
 - (iii) be granted an exemption for one of the following reasons:
 - 1. Contract is for emergency or life safety related purchases;
 - 2. CONTRACTOR has no facilities and has no more than one employee operating in HHS's marketplace;

3. CONTRACTOR had an average of thirty (30) or fewer full-time/benefit-earning employees during the twelve (12) months preceding the submission of the bid, request for proposal or execution of contract;
4. Pursuant to HHS Board policy, the HHS Administrator or designee granted an exemption.

CONTRACTOR shall keep the AAP current and available for review by HHS during the term of this Agreement and any extensions. CONTRACTOR agrees that HHS has the right to visit CONTRACTOR's site(s) for the purpose of determining compliance with these requirements. AAPs must include the following elements:

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

2. Workforce Reports. CONTRACTOR shall:

(i) submit an Initial Workforce Analysis (Form 399) to P/CS within five (5) business days after contract execution. If CONTRACTOR fails to submit the Initial Workforce Analysis as indicated herein, HHS may withhold payment until CONTRACTOR complies.

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

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

D. If CONTRACTOR fails to demonstrate good faith efforts to correct any identified non-discrimination and Affirmative Action deficiencies and/or fails to submit requested reports or information required by HHS and/or has engaged in discriminatory practices, HHS 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.

7. INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify, and hold harmless HHS, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney’s fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the Services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the Confidential Information provisions set forth in Section 9 hereof.

8. INSURANCE

A. With respect to the Services provided pursuant to this Agreement, CONTRACTOR agrees at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages:

	<u>Limits</u>
1. Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000
2. Workers’ Compensation and Employer’s Liability:	
Workers’ Compensation	Statutory
If CONTRACTOR is based outside the State of Minnesota, coverage must apply to Minnesota law. In accordance with Minnesota law, if CONTRACTOR is a sole proprietor, it is exempted from the above Workers’ Compensation requirements. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.	

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

- 3. Professional Liability—Per Claim 1,500,000
- Aggregate 2,000,000

The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

- B. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.
- C. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement.
- D. CONTRACTOR shall not commence work until it has obtained required insurance. CONTRACTOR must submit certificates of insurance to HHS upon request.
- E. Duty to Notify. CONTRACTOR shall promptly notify HHS of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the Services contained in this Agreement. CONTRACTOR shall also notify HHS whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or HHS, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the Services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

9. CONFIDENTIAL INFORMATION

- A. CONTRACTOR acknowledges that during the term of this Agreement, CONTRACTOR may have access to trade secrets, proprietary information, and confidential information of HHS. CONTRACTOR agrees to protect and preserve the confidential and proprietary nature of HHS's confidential and/or proprietary information and shall not disclose such information to any other person or entity, except to the extent required to carry out the duties and responsibilities set forth in this Agreement, or as may be otherwise required by law. Upon the request of HHS at any time and upon termination of this Agreement, all copies of confidential and/or proprietary information shall be returned to HHS.
- B. CONTRACTOR agrees to comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("MGDPA"), the Health Insurance Portability and Accountability Act (HIPAA), and the Health

Information Technology for Economic and Clinical Health Act (“HITECH”) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality.

- C. Pursuant to Minnesota Statutes, Sections 13.05, subd. 11 and 13.387, if CONTRACTOR creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of HHS pursuant to this Agreement, CONTRACTOR must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. CONTRACTOR agrees to promptly notify HHS if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. To the extent applicable under law, HHS agrees to protect any data classified under the MGDPA as “trade secret” or “competitive data.”
- D. Business Associate Agreement (if applicable) CONTRACTOR acknowledges that it is subject to and shall comply with the provisions of the Business Associates Agreement, attached and incorporated herein by this reference.

10. RECORDS – AVAILABILITY/ACCESS

- A. Subject to the requirements of Minn. Stat. Section 16C.05, Subd. 5, CONTRACTOR agrees that HHS, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.
- B. In accordance with Medicare requirements under Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499) as well as any final regulations relating thereto as may be promulgated by the Secretary of the U.S. Department of Health and Human Services (the “Secretary”), and to the extent that the requirements are applicable to this Agreement, CONTRACTOR shall, while this Agreement is effective and until the expiration of four (4) years after furnishing of any Services, make available, upon written request to the Secretary, or the Comptroller General of the United States (the “Comptroller General”), or any of their authorized representatives, a copy of this Agreement and books, documents and records of CONTRACTOR as are necessary to certify the nature and extent of the costs incurred by HHS for the Services furnished. If CONTRACTOR carries out any of the duties hereunder through a subcontractor, with a value or cost of \$10,000.00 or more over a twelve (12) month period, CONTRACTOR shall require subcontractor to make available upon written request to the Secretary or Comptroller General any such books, documents and records.

11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to HHS for all covenants, agreements and obligations contained in the contract documents.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the Services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of HHS.
- C. CONTRACTOR shall not subcontract this Agreement and/or the Services to be performed, whether in whole or in part, without the prior written consent of HHS. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual Services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's Services be performed in accordance with the terms and conditions specified. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request.
- D. CONTRACTOR shall notify HHS in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. HHS 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.

12. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

13. DEFAULT AND CANCELLATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless CONTRACTOR's default is excused by HHS, HHS may

upon written notice immediately cancel this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for HHS to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, HHS shall furnish prior written notice to CONTRACTOR.

B. Upon cancellation or termination of this Agreement:

1. At the discretion of HHS and as specified in writing by the Contract Liaison, CONTRACTOR shall deliver to the Contract Liaison copies of all writings so specified by HHS and prepared by CONTRACTOR in accordance with this Agreement. The term "writings" is defined as:

Handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording, including electronic media, any form of communication or representation, including letters, works, pictures, drawings, sounds, or symbols, or combinations thereof.

2. HHS shall have full ownership and control of all such writings. CONTRACTOR shall have the right to retain copies of the writings. However, it is agreed that CONTRACTOR without the prior written consent of HHS shall not use these writings for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such writings; and shall not do anything which in the opinion of HHS would affect HHS's ownership and/or control of such writings.

C. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to HHS for damages sustained by HHS by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, HHS may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due HHS from CONTRACTOR is determined. Following notice from HHS of the claimed breach and damage, CONTRACTOR and HHS 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 HHS under this Agreement, law, statute, rule, and/or equity.

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

F. This Agreement may be canceled at any time by mutual written agreement between HHS and CONTRACTOR. This Agreement may be canceled with or without cause by either party upon thirty (30) day's written notice.

- G. Upon written notice, HHS may immediately suspend or cancel this Agreement in the event any of the following occur: (i) HHS 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 HHS loses the outside funding for any other reason; or (iii) HHS determines, in its sole discretion, that funding is, or has become, insufficient. HHS is not obligated to pay for any Services that are provided after notice and effective date of termination. In the event HHS cancels this Agreement pursuant to the terms in this paragraph 12(G), HHS shall pay any amount due and payable prior to the notice of suspension or cancellation pursuant to the terms herein except that HHS 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.
- H. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then delivered and Accepted Deliverables/Milestones pursuant to the terms expressly set forth in Section 1 of this Agreement. In the event CONTRACTOR has performed work toward a Deliverable that HHS has not Accepted at the time of cancellation or termination, CONTRACTOR hereby expressly acknowledges and agrees that CONTRACTOR shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth herein.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; CONFIDENTIAL INFORMATION; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and GOVERNING LAW.

15. CONTRACT ADMINISTRATION

In order to coordinate the Services of CONTRACTOR with the activities of HHS so as to accomplish the purposes of this Agreement, HHS's [Department contact name, title], shall manage this Agreement on behalf of HHS and serve as liaison between HHS and the CONTRACTOR.

HHS Contract Liaison:

[Department contact name & title
Hennepin Healthcare
Department, [Mail Code]
701 Park Avenue

Minneapolis, MN 55415
Direct: 612-873-xxxx
Email: firstname.lastname@hcmcd.org]

CONTRACTOR Contract Liaison:

[Vendor contact name & title
Vendor's Company Name
Vendor's Company Address
City, State xxxxx
Direct: xxx-xxx-xxxx
Email: Vendor's Email Address]

16. COMPLIANCE WITH LAWS

- A. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in connection with this Agreement.
- B. If the source or partial source of funds for payment of Services under this Agreement is federal, state or other grant monies, CONTRACTOR shall comply with all applicable conditions of the specific referenced or attached grant.
- C. CONTRACTOR acknowledges that it is making an ongoing representation and warranty that neither CONTRACTOR nor any of its employees or agents is listed by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal or state programs, including, but not limited to Medicare and Medicaid, nor has any current reason to believe that during the term of this Agreement will be so listed, on the U.S. Department of Health and Human Services-Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE), the General Services Administration (GSA) System for Award Management (SAM) lists, or the Minnesota Health Care Programs (MHCP) exclusion lists. In the event that CONTRACTOR or any of CONTRACTOR's employees or agents appear on any excluded party list as described above, CONTRACTOR must immediately provide notice to HHS as described in Section 17 – NOTICES of this Agreement. The parties agree that either party may immediately terminate this Agreement, upon notice to the other, in the event that CONTRACTOR or any of its employees or agents is listed on the OIG LEIE, GSA SAM, or the MHCP exclusion lists.

17. NOTICES

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, shall specifically reference "HHS – [Vendor Name] – Contract No. _____," and shall be sent registered or certified mail to the following:

HHS Contact for NOTICES:

SUPPLY CHAIN MANAGER
Hennepin Healthcare
Supply Chain Management, BL.240
701 Park Avenue
Minneapolis, MN 55415

CONTRACTOR Contact for NOTICES:

[Vendor contact name & title
Vendor's Company Name
Vendor's Company Address
City, State xxxxx
Direct: xxx-xxx-xxxx
Fax: xxx-xxx-xxxx
Email: Vendor's Email Address]

18. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. CONTRACTOR agrees that, should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR will immediately notify HHS of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise HHS whether CONTRACTOR will or will not resign from the other engagement or representation.

19. INTELLECTUAL PROPERTY

- A. Each party shall retain all rights, including all copyright, patent, trade secret, trademark and other proprietary rights in any software, network programs, procedures, processes, works, documents and inventions created or developed by it prior to entering into this agreement or in the course of performing under the agreement, except as otherwise agreed to in writing.
- B. All right, title and interest in all copyrightable material which CONTRACTOR may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of HHS. CONTRACTOR shall assign to HHS all right, title, interest and copyrights of the copyrightable material. CONTRACTOR also agrees, upon request of HHS, to execute all papers and perform all other acts necessary to assist HHS to obtain and register copyrights on those materials. Where applicable, works for authorship created by CONTRACTOR for HHS in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act.
- C. CONTRACTOR hereby warrants that, when legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to HHS including, but not limited to,

software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR will not violate the United States Copyright Law or any property right of another.

20. PROMOTIONAL LITERATURE

CONTRACTOR agrees, to the extent applicable, to not use the term “HHS” or any derivative in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of HHS.

21. GOVERNING LAW

The Laws of the State of Minnesota without giving effect to its conflict of law principles 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 Hennepin County, State of Minnesota or in the appropriate federal court within the State of Minnesota.

22. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. This Agreement may be executed by a party's signature transmitted by facsimile or electronic portable document format (.pdf), and copies of this Agreement so executed and delivered shall have the same force and effect as originals.

23. SEVERABILITY

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions are not affected or impaired in any way.

24. NON-SOLICITATION OF EMPLOYEES

CONTRACTOR recognizes that HHS has a valuable employment relationship with its employees, and the CONTRACTOR agrees not to interfere with that relationship during this Agreement or the following twelve (12) months thereafter; and will not offer to employ, either directly or indirectly, any staff or personnel of HHS, or hire or otherwise engage any corporation, partnership or other entity affiliated with such individual, without HHS's consent.

25. TEMPORARY EMPLOYEE/CONSULTANT ACCESS AND IMMUNIZATION REQUIREMENTS

CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in connection with this Agreement. CONTRACTOR must adhere to HHS policies and procedures, including security, access to systems,

parking, on-boarding, background checks, annual required training and regulatory requirements in a hospital environment.