

MCDC Preferred Consultants

Who are Preferred Consultants?

“MCDC Preferred Consultants” are highly competent consultants and trainers with a successful, proven history in diversity-related work. They are individuals who may or may not be affiliated with larger consulting firms. MCDC will and shall not list professional and/or diversity consulting firms or organizations as MCDC Preferred Consultants, but only specific individuals working within such firms.

What Services are provided?

1. Referrals for Organizations: When organizations contact MCDC requesting a consultant referral, MCDC will provide them with contact information for up to four consultants able to competently meet expressed needs of the organization. MCDC will also inform the consultant or consultants of the referral
2. List of Preferred Consultants: MCDC will post a list of preferred consultants on its website www.sharingdiversity.com.
3. Speaker Resources: When organizations need speakers to deliver a keynote address, brown-bag luncheon session or for other similar activities, MCDC may provide them with referrals to relevant, capable speakers, using the same criteria and procedures.

How will Consultants be selected?

MCDC will select consultants based on the following:

1. MCDC will post “Call for Nominating MCDC Preferred Consultants” and its adopted Criteria for selection of Preferred Consultants in its web pages www.mcdc.org and www.sharingdiversity.com. The Call will be also available in other formats, if requested by consultants.
2. MCDC will send out a press release containing information about the Call for Nominations to relevant organizations and media outlets likely to reach an appropriate pool of candidates.
3. MCDC will also share its selection criteria with consultants who have worked with MCDC in the past and/or have been recommended by members of the MCDC Board of Directors or the organization who have had positive experiences with them.
4. Consultants will be asked to submit their Resume or Curriculum Vitae to MCDC.
5. Consultants shall submit Application, which should, at a minimum, include the following :
 - a. Background/experience in diversity-related work
 - b. Competencies (e.g. written and spoken communication skills, analytical skills, strategic planning/thinking skills, evaluation skills)
 - c. References from past clients
 - d. Detailed explanation of areas of expertise (i.e. topic area, training area, management or organizational development area)

6. MCDC staff will evaluate and document past experience with or knowledge of the consultant.
7. MCDC staff will consider and integrate information obtained in background or reference checking.
8. A selection committee appointed by the MCDC Board of Directors will screen and select the candidates to be designated as MCDC Preferred Consultants based on the established consultant selection criteria and submitted information.
9. Candidates shall be informed of the committee's decision.
10. A contractual agreement will be sent to the selected Consultants for signature. The agreement shall include but not be limited to the following terms:

⇒ Compensation:

- Consultants shall make referral payments to MCDC based on the range developed below. An initial amount of one and one-half (1.5) times the customary fee shall be assessed for the first referral completed. After that time, referrals shall be paid based on the range outlined below.

Range - referral fee structure:

<i>Consultant fee charged to client</i>	\$1 - \$999	\$1000 - \$2499	\$2500 - \$4999	\$5000 +
<i>Percentage assessed by MCDC</i>	2%	3%	4%	5%

- All referral payments to MCDC shall be due upon completion of services rendered and upon receipt of payment in full by the contracting organization.
- Consultants will negotiate their fees directly with organizations.
- Subsequent agreements and fees between the consultant and organization will not be assessed a fee by MCDC.
- To encourage MCDC members, Consultants should provide reasonable discounted fees to MCDC members.

⇒ Timeframe:

- Consultants will remain on the list of preferred consultants for 3 years at which time they must repeat the selection process to remain on the list.
- The term of this Agreement shall be specified as to beginning and ending dates.

⇒ Termination:

- This Agreement may be terminated at any time.
- Termination requires the terminating Party to give prior written notice to the non-terminating Party.
- **NOTICE:** Any notice required to be given to either Party under this Agreement shall be sent via registered U.S. Mail to the appropriate address which shall be specified below.

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Liabilities:

- MCDC shall not be held liable for any actions, suits or proceedings, whether arising from acts or omissions by MCDC preferred Consultants, nor shall MCDC be liable for payment of any debts or obligations of the Consultants.

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General Provisions:

- All work shall be completed in a professional and workmanlike manner, by MCDC preferred consultants, if hired through MCDC Referral and if applicable, in compliance with all applicable laws.
- Unless this is not consistent with legal requirements, all work shall be performed only by the individual or individuals specified in the Preferred Consultant listing.
- The nature, kind and terms of the work shall be agreed upon pursuant to separate agreements with MCDC members or organizations referred to Consultants by MCDC
- In the event Consultant shall fail to pay any referral fees due hereunder, MCDC may terminate this agreement and remove him/her from the list of MCDC Preferred Consultants.
- In the event Consultant shall enter into a material breach of this agreement MCDC may terminate this agreement and remove him/her from the MCDC Preferred Consultants List.
- In the event Consultant shall come out of compliance with one or more of the selection criteria, MCDC may terminate this agreement and remove him/her from the MCDC Preferred Consultants List.
- Consultant is an independent contractor and not an employee of MCDC.
- Any changes to the agreement must be signed by both Consultant and MCDC.
- Construction of this agreement shall be based upon Minnesota law.