

CLIENT SERVICE AGREEMENT
LOUISVILLE/JEFFERSON METRO GOVERNMENT - INCIPIO WORKFORCE SOLUTIONS

This **Client Service Agreement** (“**Agreement**”) is made as of the **1st** day of **September, 2022** (the “**Effective Date**”) by and between (*i*) **Incipio Workforce Solutions, LLC**, a Kentucky limited liability company, having its principal place of business located at 3036 Breckenridge Lane, Suite 204, Louisville, Kentucky 40220 (“**IWS**”) and the **Louisville/Jefferson County Metro Government, acting by and through its Department of Corrections**, having its registered address at 400 S. 6th St. Louisville, KY 40202 (the “**Client**”).

The term Client is inclusive of, and binding upon, all of its officers, directors, shareholders, members, managers, employees, representatives, agents, successors and/or assigns, as may be applicable.

Each of IWS and Client may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS:

- A. WHEREAS**, IWS is engaged in rendering “**Services**” through IWS recruiter assignment directly with the Client, with respect to providing employer branding services (collectively, to be broadly construed, the “**Business**”); and
- B. WHEREAS**, in order to preserve the goodwill of IWS and sustain its continued growth and prosperity, IWS deems it necessary that its industry knowledge, skills and contacts not be used in violation of this Agreement to the advantage of Client or of any of its related business enterprises, affiliates or ventures which is or may become a competitor of IWS; and
- C. WHEREAS**, Client desires to exclusively hire and engage IWS, during the Term, to provide such specialized Services, all as specified pursuant to its Agreement and as scheduled in **EXHIBIT A**.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, and for the mutual covenants contained herein, and incorporating the above recitals in their entireties, the Parties agree as follows:

- 1. **Term.** The “**Term**” of this Agreement means a period of **12** months from the Effective Date for IWS to render the specified Services in **EXHIBIT A**, unless both Parties mutually determine to extend this Agreement by a written amendment thereto, in which case any such extension shall also constitute the Term.
- 2. **Communications.** Client and IWS mutually agree to communicate with each other within 48 business hours for the purpose of providing timely and quality feedback between IWS and Client.
- 3. **Service Fee.** Simultaneously upon the execution of this Agreement, with Client expressly acknowledging the exclusive nature of this Agreement during the Term (namely, that Client is only engaging IWS to solely provide), it is expressly understood that Client shall pay to IWS the first installment of the contract fee at execution of this contract in the amount of **\$8,400.00** and the remaining fees on the first of each month per the fee schedule in Exhibit A. Should Client not make the first payment due upon the execution of this Agreement, IWS reserves the right to unilaterally cancel this Agreement upon written notice given to Client and to recoup its documented expenses including, but not limited to, its marketing, advertising, investigative, overhead and administrative costs incurred, but

in no event less than **\$16,800.00**. Client may upon prior written notice terminate any such Contractual Engagement after IWS provides services stipulated in Exhibit A of any such Contractual Engagement; *provided, however, Client must pay immediately and in full any owed and/or outstanding compensation due to IWS per the fees noted in Exhibit A.*

4. **Payment Terms.** All such invoices for the Service Fee, as provided in Section 3, shall be issued by IWS on "Net Terms" and are due the first of every month of the contract, or as defined in the fee schedule noticed in Exhibit A. Any invoices not paid within ten (10) days of the date of invoice shall be subject to an interest charge equal to the lesser of 1.5% per month or the highest rate otherwise permissible under applicable law.
5. **Collections.** If collection activities should become necessary, IWS' Service Fee 3 will be adjusted to include any additional related expenses such as, but not limited to, recovery of attorney's fees and court costs. Because IWS performs its Services from its company's offices located in the Commonwealth of Kentucky, Kentucky law will be applicable as the choice of law, and Kentucky courts would exercise jurisdiction over both Parties and have venue.
6. **Remedies; Limitations of Liability.** IWS has no warranties and/or refund policies and makes no representations or warranties, of any kind of nature, of merchantability and/or fitness for a particular purpose, that its exclusive performance of its obligations to render Services hereunder will be satisfactory, notwithstanding its best efforts, nor shall Client ever assert any claims for direct damages or indemnification against IWS. In no event shall either Party be liable to the other Party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Agreement.
7. **Independent Contractors.** IWS, acting through its personnel and/or through its agents, contractors or representatives, shall perform its services as an independent contractor on a non-exclusive basis (with IWS being able to render similar services to any competitors of Client), and nothing contained herein shall be deemed to create any partnership, joint venture, or relationship of principal and agent between the Parties hereto or any of their affiliates or subsidiaries, or to provide either Party with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party.
Non-Solicitation of IWS Contractors or Personnel. During the period commencing on the Effective Date for this agreement and ending one year following the Termination Date or conclusion of the services herein described, the Client shall not, without IWS's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of the IWS; or (ii) hire, on behalf of the Client or any other person or entity, any person who has left the employment or a contract with IWS within the one-year period following the termination of that person's employment with IWS.
If employment of any kind is offered to any of persons engaged by Incipio to perform services for Client, during the term of this agreement or within 12 months of the conclusion of this agreement, that employment or independent contract shall be subject to a service fee of 35% of the first year's base salary, plus guaranteed bonus or commission offered to that IWS contractor. Due and payable when the person in question is engaged by the Client
8. **Interpretation and Enforceability; Entire Agreement; Counterparts; Assignment; Amendment; No Third-Party Beneficiaries.** The language of the Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted the Agreement or was primarily responsible for the drafting of any language contained herein. Each Party waives the application of any law, regulation, doctrine, holding or rule of construction that ambiguities in an agreement will be construed against the drafter. Each Party represents that they have had the opportunity to and did retain independent counsel to review this Agreement prior to

execution. This Agreement hereto constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, both written and oral, among the Parties with respect to the subject matter hereof. Each Party acknowledges that in making its decision to enter in this Agreement it is not relying upon any representation, written or oral, not set forth in this Agreement. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts has been signed by each of the Parties and delivered to the other Party, it being assumed that all Parties need not sign the same counterpart. Signatures signed and delivered by facsimile or electronic mail shall constitute an original signature. Neither this Agreement nor any other rights or obligations of either Party under this Agreement shall be assignable or delegable by a Party without the prior written consent of the non-assigning party, which consents shall not be unreasonably withheld, conditioned or delayed. This Agreement may not be amended in writing unless agreed upon by both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, assigns and legal representatives. Except for IWS and Client, there are no intended third-party beneficiaries of this Agreement and none may rely on this Agreement in making a claim against IWS.

9. **Records Audit.** IWS shall maintain during the course of the rendering of the Services, and retain not less than five years from the date of final payment under this Agreement, complete and accurate records of all of IWS's costs which are chargeable to Client under this Agreement; and Client, at Client's sole expense, shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. With respect to the rendering of Services, the records to be thus maintained and retained by IWS shall include (without limitation): (a) payroll records accounting for total time distribution of IWS's employees working full or part time (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for IWS's stores stock or capital items; and (c) paid invoices and canceled checks for materials and/or for services purchased and for subcontractors' and any other third parties' charges.

10. Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

11. IWS shall reveal any final determination of a violation by IWS or its subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to IWS or its subcontractor. IWS shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to IWS or its subcontractor for the duration of this Agreement.
12. IWS shall comply with the insurance requirements attached hereto and fully incorporated herein as Exhibit B.

Client hereby acknowledges and accepts the above terms and provisions, including the payment of the Service Fee in accordance with the Payment Terms.

APPROVED AS TO FORM AND LEGALITY CONTINGENT UPON METRO COUNCIL APPROVAL OF THE APPROPRIATION FOR THIS AGREEMENT:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

DocuSigned by:
Paul Rutherford
2C1BEP9DF18B434
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 10/20/2022

DocuSigned by:
Joe Neave
B4B46603FB3A0E1
By: Joe Neave

Title: Director of Procurement

Date: 10/20/2022

INCIPIO WORKFORCE SOLUTIONS LLC

DocuSigned by:
Molley Ricketts
604279FE803D7F5
By: Molley Ricketts

Title: CEO

Date: 10/20/2022

Taxpayer Identification No. (TIN): _____

Louisville/Jefferson County Revenue Commission Account

No.: _____

PSC 2023-xxxx Corrections with Incipio Workforce Solutions LLC 102022.docx [pr]

Exhibit A

RECOMMENDED WORKFORCE SOLUTIONS PLAN



Created by:

Molley Ricketts Incipio Workforce Solutions

Prepared for:

Louisville Metro Department of Corrections



BETTER PEOPLE.
BETTER TEAMS.
BETTER RESULTS.

INCIPIO WORKFORCE SOLUTIONS RECOMMENDED SOLUTION PLAN

INCIPIO WORKFORCE SOLUTIONS | 3036 Breckenridge Ln #204 | Louisville, Kentucky 40220
immediateneeds@incipioworks.com | www.incipioworks.com



www.incipioworks.com
 immediateneeds@incipioworks.com
 (502) 409-4821

CAPABILITY STATEMENT

DUNS: 05-513-8792 | TAX ID: 47-4953368

Cage Code: 878P6 | Year Est: 2015

NAICS Code:

561311 (Employment Placement Agency)

541612 (Human Resource Consulting Services)

611430 (Professional Mgmt. Development Training)

OUR WHY

Why We Love What We Do

At Incipio, we create a work culture that revolves around recognition, appreciation, synergy amongst our team members, developing checks and balances for equality and fairness, and making work fun by putting people in their best positions. We believe this in turn creates happier, healthier, more productive team members leading to happier, healthier families, ultimately resulting in...world peace. While lofty, why aim for less than world peace!

SKILLS SUMMARY

- Recruitment Process Outsource
- Human Resources Consulting
- Engage and Grow Team Building
- Customized Training

PHILANTHROPY

Incipio provides support for the following: **Sproutlings Pediatric Day Care & Preschool** is an exceptional place for kids to grow. With spaces for both medically fragile and typical children, their "one family" approach allows every child to learn, play and grow with one another.

Beside You for Life has helped women in crisis find answers to questions about pregnancy in Louisville since 1968.



Expiration: October 20, 2024

MISSION

To be a trusted partner who provides innovative, strategic, and customized workforce solutions. We help you hire the right talent – develop winning teams – and inspire collaboration to achieve superior results. Better people. Better teams. Better results.

VISION

To be a trusted and integrated partner for organizations seeking a unique, genuine, and transparent alliance to equip them with the tools and teams to become an employer of choice in their industry.

VALUES

Pursue innovation, express vulnerability, respect for all, demonstrate integrity, embrace accountability, offer transparency, encompass compassion, and thrive together.

SERVICES

Workforce Alignment

Communication must be a top priority in aligning your employees with your mission. We'll help you get each team member on board, define your employee goals, and create standardized company practices for employment and retention.

Applicant Recruiting

Attracting high quality candidates is essential, but making sure your business stays in front of today's workforce is an overwhelming and costly task. Who has the time and tools to do this successfully? We do!

Employer Branding

Your employer brand is defined by who you are, who you want to be, and who you are perceived to be. It takes constant engagement and content to reflect this across all the necessary platforms for each candidate to experience. Let us take the lead in making your best impression for potential candidates.









HR Services

Providing outstanding employee service makes each team member feel secure and confident in their employment. Our human resource professionals help you account for and take great care of each employee's individual needs. Let us help with specific HR tasks, or we can provide you with full service HR solutions.

IMPACT TO THE BUSINESS

Over the seven months of partnership in 2022:

- 362,765 Impressions
- 34,403 Engagements
- 2,139 Link Clicks
- 594 New Social Followers
- 986 Sent Messages

Profile [▲]	Audience	Net Audience Growth	Published Posts	Impressions	Engagements	Engagement Rate (per Impression)
Reporting Period	983	594	684	362,765	34,403	9.5%
Dec 6, 2021 - Jul 6, 2022	↗ 152.7%	↗ 104.8%	↗ 1,748.6%	↗ 353.5%	↗ 312.4%	↘ 9.1%
Compare to	389	290	37	79,988	8,343	10.4%
May 7, 2021 - Dec 5, 2021						
  @WeAreLMDC	51	51	181	16,859	543	3.2%
  Louisville Metro Corrections	655	375	202	305,611	31,677	10.4%
  Louisville Metro Department of Corrections	44	48	124	4,415	398	9%
  louisvillemetrocorrections	233	120	177	35,880	1,785	5%

IWS SOLUTIONS PLAN

An employer brand is an important part of the employee value proposition and is essentially what the organization communicates as its identity to both potential and current employees. It encompasses an organization's mission, values, culture and personality. The last 12 months have proven successful and we plan to continue to build on that success with the below plan of action. Employer branding is a communication strategy focused on a company's employees and potential employees. It brings together all the branding and communication elements intended to enhance the value of belonging to a company, with the ultimate goal of retaining and attracting talent. Ongoing careers page optimization, job posting, and reporting

- Ongoing landing page development for job campaigns & candidate acquisition
- Social profile optimization for Facebook, Insta, LinkedIn, Twitter, YouTube - Google My Business Profile, and other aggregators (ongoing)
- Management of job and employer branding ad campaigns on the social platform(s) (Ad spend not included - up to 2 campaigns simultaneously)
- \$50 of monthly boosted posts included on Facebook
- Quarterly on-site video and photo shoot for branding, content, and storytelling
- Monthly social content calendars including unique and custom content for socials (20-30 posts per month) on Facebook Twitter, Insta, LinkedIn, GMB
- Ongoing brand reputation management - All social platforms
- Ongoing social engagement and interaction - All social platforms
- Hubspot Starter portal & management (list segmentation, database management, a/b testing, CTA tracking, website analytics)
- Monthly reporting and strategy development

INVESTMENT SUMMARY

Name	Price	QTY	Subtotal
Employer Branding	\$8,400.00	12	\$100,800.00

Subtotal **\$100,800.00**

Tax **\$0.00**

Total \$100,800.00

This Document is considered confidential and proprietary. Sharing this or it's ideas could result in the unauthorized sharing of intellectual property, trade secrets and know how. Financials, Creative Solutions, Policies and Other information of Incipio Workforce Solutions and it's trusted clients. Thus we ask that if you are not the intended party of this document, dispose of this document and related materials appropriately.

Incipio invoice will be emailed to:

Name: Peter.Niehaus@louisvilleky.gov

Title: Wanice.Tunstall@louisvilleky.gov

Email: Ronna.Martin@louisvilleky.gov



EXHIBIT B – INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

A. **The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:**

1. **"The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."**

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, non contributory ,with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury

ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A-VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be

furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).

- B. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**

Louisville/Jefferson County Metro Government
Purchasing Division
611 West Jefferson Street
Louisville, KY 40202

- C. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:**

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

- D. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.**

- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.**