



Proposed Human Resources Outsourcing Partnership For



Prepared by:
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HR Alliance is a full-service Human Resource solutions provider based in Louisville, Kentucky offering human resources outsourcing and consulting services. The company was founded with the vision of providing the highest quality Human Resource services in the marketplace.

The firm is comprised of industry professionals who have been providing years of outstanding service throughout the community. As we continue to grow, HR Alliance strives to be your one-stop Human Resource solution.

As a result of our discussion, I am proposing the following Full-Service HR Outsourcing Services as outlined in the below scope of work:

Workplace Investigations

As outlined in the below scope of work taken from the RFP, please find our proposal to your request as follows:

- Receive reports of alleged harassment from three sources:
 - 1) Directly from complainant
 - 2) The Ethics Tipline
 - 3) From the complainant's supervisor

- Review complaint to determine if complaint is vexatious or sufficient within 5 business days. *Extensions maybe granted.*
- Investigate good faith complaints within 30 days. *Extensions maybe granted.*
- Prepare and present a written report of the results of the investigation.
- Provide monthly status report, if there are any pending investigations.
- Retention of workplace investigation services for at least one year.

- Additional responsibilities as detailed in the attached Ordinance No. 127, Series 2017 and Resolution No. 062, Series 2017.



The benefits you will gain from partnering with HR Alliance for the above listed services include the following:

- **Industry expertise** – Expertise with workplace investigations within local government and municipalities understanding the unique differences of the agency.
- **Experience** – Conduct workplace investigations to ensure the organization and its employee's best interests remain protected. Reduce risk by establishing best practices to comply with federal and state laws, avoiding costly lawsuits and minimizing liability or possible litigation.
- **Cost savings** – As a third-party provider, many businesses find it more cost-effective to outsource HR functions including workplace investigations and report saving \$25,000-\$100,000 in reduced risks and legal fees by implementing recommendations and working with HR Alliance.
- **Certified HR Team** - Experienced, focused, and certified human resource professionals who can provide both strategic and tactical day-to-day expertise with workplace and human resource issues.
- **Efficiencies** -Maintain an efficient and productive workplace by partnering with a strategic alliance to investigate your workplace and creating greater efficiency within human resources systems helping your agency spend less time worrying about compliance issues and more time dedicated to improving the efficiency and effectiveness of the workforce.

TERMS & FEES

Our fee schedule is designed to provide the most accurate use of time and resources by allowing our clients to only pay for exactly what they need when they need it all while working within their budget. We are pleased to offer the following pricing to meet your changing needs:

Based on your RFP outline and assessed need for workplace investigation services, we recommend an hourly rate fee schedule. Our hourly rate for these services is \$125.00.

Upon receipt of this signed HRO agreement, we can begin working with you as quickly as the following week or sooner if required. We will record time in quarter hour increments and invoice monthly accordingly.



Either HR Alliance or Client may terminate this Agreement by giving thirty (30) days prior written notice of termination, with or without reason after the initial 90 day period. Additionally, this Agreement shall be deemed immediately terminated and HR Alliance is relieved of all responsibilities under the events as follows:

- 1) If Client declares insolvency, bankruptcy, or
- 2) If Client plans to close its operations, or
- 3) If Client decides to go out of business, or
- 4) If Client fails to meet their financial obligations to HR Alliance

Termination of this Agreement shall not affect the continuation of certain of the obligations of either party incurred during the term of this Agreement.

Billing. Invoices are payable within 10 days of receipt.

Meeting Cancellation. Cancellation of a confirmed meeting requires a 24-hour notice to avoid invoicing at our hourly rate of \$125 per hour.

ADDITIONAL SERVICES & TERMS

SERVICES PROVIDED: HR Alliance will provide human resource services as agreed by the parties and listed on this agreement. HR Alliance associates are not attorneys and cannot provide legal advice. We will generally discuss employment laws and regulations, but will not give advice on application of the law to any particular circumstance. The general information we provide is not a substitute for legal advice, and some situations may require the services of an attorney.

RELATIONSHIP OF PARTIES: HR Alliance is an independent consultant to Client. The providing of human resource services does not create an employer/employee relationship between HR Alliance, LLC and the employees of Client nor does it create dual employer relationship between HR Alliance, LLC and Client. Client acknowledges that it is the employer of its own employees for all purposes. HR Alliance will not exercise any control or authority over Client employees, and shall not be considered an employer of Client employees for any purpose. Client employees are not beneficiaries of HR Alliance and Client waives any right it may have to claim that HR Alliance is an employer of Client employees for any purpose and agrees to indemnify and hold harmless HR Alliance from any and all claims brought or asserted against it by Client's employees.

DEFAULT: An event of default shall include, but is not limited to: a) Failure of Client to pay a fee when due; b) Violation by Client of any provision of this Agreement, which violation is not cured within 10 days of written notice from HR Alliance to Client specifying the violation; c) Violation by HR Alliance of any provision of this agreement which violation is not cured within 10 days of written notice from Client to HR Alliance specifying the violation. Upon an event of default and expiration of the applicable cure period, the non-defaulting party shall have the option, in its sole and absolute



discretion, of immediately terminating this Agreement. In the event such option is exercised, this Agreement shall terminate on the date written notice of same is delivered to the defaulting party.

TERMINATION: Upon termination of this agreement, Client shall be entitled to retain all documents and reports prepared for and previously delivered to the Client by HR Alliance. Client agrees to use such documents and reports only in connection with the operation of its business.

CLIENT INFORMATION: During the term of this Agreement, HR Alliance will receive confidential information concerning the employees, business and operations of Client ("Client Confidential Information"). HR Alliance shall maintain Client Confidential Information in a confidential manner, and agrees not to disclose such information to any third party for any reason, except as otherwise required by law.

If the HR Alliance receives from the Metro Government any "personal information" as that term is defined in Kentucky Revised Statutes Section 61.931(6), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices located at <https://kydlgweb.ky.gov/Documents/Legal/InformationSecurityPoliciesProcedures.pdf>, and that are reasonably designed to protect the personal information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

HR ALLIANCE INFORMATION: During the term of this Agreement, Client will receive proprietary forms and learn the confidential business methods and techniques used by HR Alliance ("HR Alliance Confidential Information"). Client shall maintain all HR Alliance confidential information in a confidential manner, and agrees not to disclose such information to any third party for any reason, except as otherwise required by law.

JOINT COMMUNICATION: During the term of this agreement, Client and HR Alliance may agree to issue mutually agreed upon media announcements regarding the commencement of this relationship and other mutually agreed upon media announcements.

INDEMNIFICATION OF HR ALLIANCE: The Louisville and Jefferson County Metro Government agrees to indemnify, hold harmless, and defend HR Alliance, to the extent Metro Government is liable under Kentucky law for injuries, damages, losses or expenses, including attorneys' fees, arising out of or resulting, directly or indirectly, from Metro Government's negligence or willful misconduct, or breach of contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom or breach of contract, or negligent acts, errors or omissions and (2) is not caused by the negligent act or omission or willful misconduct of the HR Alliance. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

INDEMNIFICATION OF EMPLOYER. HR Alliance shall indemnify, hold harmless, and defend the Louisville and Jefferson County Metro Government from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from HR Alliance's negligence or willful misconduct, or breach of contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom or breach of contract, or negligent acts, errors or



omissions and (2) is not caused by the negligent act or omission or willful misconduct of the Louisville and Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

OTHER PROVISIONS:

- A. This Agreement is the entire agreement and supersedes any previous agreement or representation with respect to the subject matter between Client and HR Alliance.
- B. This Agreement may not be altered or amended except by written agreement duly executed by Client and HR Alliance.
- C. This Agreement may be executed in several counterparts, each of which shall be deemed an original. Such counterparts shall together constitute but one and the same agreement.
- D. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- E. The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement.
- F. In the event that any provision contained in this Agreement is held unenforceable by a court of competent jurisdiction, the remaining provisions shall continue and nevertheless be carried into effect.
- G. The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- H. Client shall not transfer or assign this Agreement without the advance written consent of HR Alliance, which consent shall not be unreasonably withheld. It is expressly understood and agreed that this Agreement may be assigned by HR Alliance at its sole discretion.
- I. If legal actions or other proceedings, including arbitration proceedings, are brought for the enforcement of this Agreement or because of an alleged breach, default or misrepresentation in connection with the provisions hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs incurred in such action or proceeding from the unsuccessful party, in addition to any other relief to which they may be entitled.



- J. Client and HR Alliance mutually agree that while this Agreement is in effect and for a period of one (1) year thereafter, that neither Client nor HR Alliance will engage, hire or employ, directly or indirectly, by agreement or contract, any employees of the other, unless express written consent is provided by both.

- K. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when placed in writing and sent certified mail return receipt requested, postage prepaid and addressed as set forth below.

- L. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Kentucky and the language of this Agreement shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against either of the parties, regardless of which is the drafter of this Agreement.
 - (a) 1. Records Audit. HR Alliance shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of HR Alliance's costs which are chargeable to Customer under this Agreement; and Customer 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. The records to be thus maintained and retained by HR Alliance shall include (without limitation): (a) payroll records accounting for total time distribution of HR Alliance's employees working full or part time on the work (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 HR Alliance's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

 - (b) 2. 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 therefore.

(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 therefore.

(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.

(c) 3. HR Alliance shall reveal any final determination of a violation by HR Alliance 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 HR Alliance or its subcontractor. HR Alliance shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to HR Alliance or its subcontractor for the duration of this Agreement.

Insurance Requirements:

A. Prior to commencing work, HR Alliance 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. HR Alliance shall not commence work under this Contract until all insurance



required under The Agreement has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. HR Alliance shall not allow any sub-contractor to commence work until the insurance required of such sub-contractor has been obtained and copies of Certificates of Insurance retained by HR Alliance evidencing proof of coverages.

Without limiting HR Alliance's indemnification requirements, it is agreed that HR Alliance 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 sub-contractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Metro Government. Metro Government may require HR Alliance to supply proof of sub-contractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

B. The following clause shall be added to HR Alliance's (and approved sub-contractors) 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."

C. 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 HR Alliances or sub-contractor's policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. COMMERCIAL GENERAL LIABILITY: via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and 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 HR Alliances Protective Liability
- f. Personal Injury

2. PROFESSIONAL LIABILITY (Errors and Omissions Liability): insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, and \$2,000,000 aggregate limit. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

D. 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 Government's Risk Management Division.

E. MISCELLANEOUS

1. The HR Alliance shall procure and maintain insurance policies and shall furnish 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 Government at least fifteen (15) days prior to the expiration of any policy(s).

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

Louisville/Jefferson County Metro Government

Office of Internal Audit



609 W. Jefferson St
Louisville, KY 40202

3. 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

4. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: HR Alliance shall notify Metro Government's Risk Management Division of any policy cancellation within two 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, HR Alliance shall notify Metro Government's Risk Management Division within two business days. If HR Alliance fails to notify Metro Government as required by this Agreement, HR Alliance agrees that such failure shall be a breach of this Agreement. Metro Government 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 Government's Risk Management Division.

5. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the HR Alliance hereunder. It is expressly understood that Metro Government 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 HR Alliance.



I appreciate this opportunity to provide human resource consulting services to you. As you are ready to proceed with the above processes, please indicate your acceptance of this proposal by signing below and returning a scanned/email copy to marcy@yourhralliance.com.

Sincerely,

Marcy Young, PHR
President & CEO
HR Alliance, LLC

Acceptance: Louisville Metro Government

For: Workplace Investigation Services

By: _____ / _____