

**CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this 11<sup>dm</sup> day of May, 2015, by and between **JACKSON COUNTY, MISSOURI**, by and through its County Executive, hereinafter called "the County," and **MAXIMUS CONSULTING SERVICES, INC.**, One West Old State Capitol Plaza, Suite 502, Springfield, IL 62701, hereinafter called "Consultant."

**WITNESSETH:**

WHEREAS, the County has determined that it is in the best interest of its citizens to hire an independent consultant to provide services related to a cost allocation plan and indirect cost rate study for reimbursement of federal and state funds under Title IV-D of the Social Security Act, Child Support Enforcement Program; and,

WHEREAS, the County solicited proposals for the furnishing of these services on Request for Proposals (RFP) 23-15; and,

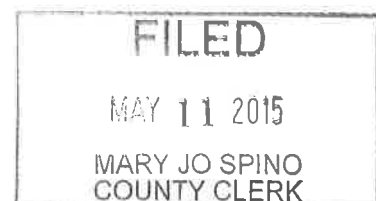
WHEREAS, by Resolution 18827, dated May 4, 2015, the Legislature did authorize the award of a twenty-four month contract with two twenty-four month options to extend to Consultant; and,

WHEREAS, Consultant has the expertise to provide such services; and,

WHEREAS, Consultant has agreed to perform consulting work in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Consultant and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and



provisions herein contained, County and Consultant respectively agree as follows:

1. **Consulting Services.** Consultant shall fulfill its contractual obligations by providing consulting services related to a cost allocation plan for use by the Family Support Division of the Jackson County Prosecuting Attorney's Office as set forth on Exhibit A, and as is more fully set out in the cost allocation plan proposal, submitted in response to RFP 23-15, which is incorporated herein and made a part of this Agreement, provided that, should there be any conflicts between the terms and conditions set forth therein with the terms of this Agreement, the terms of this Agreement shall govern.

2. **Independent Contractor.** Consultant shall work as an independent contractor and not as an employee of the County. Consultant shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Consultant shall report all earnings received hereunder as its gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and shall operate its business independent of the business of the County, except as required by this Agreement.

3. **Terms for Payment.** Consultant shall receive a fixed fee of \$17,030.00 for its work under this Agreement as set forth in Exhibit B. Consultant shall submit a statement to the County's Director of Finance and Purchasing upon completion of the cost allocation plan, indirect cost rates and submission of the material to the State of Missouri, Office of Child Support Enforcement. The County shall process such statement for payment within thirty (30) days of invoice date.

4. **Expenses.** Consultant shall pay all of its expenses of its work under this

Agreement, except for those specific expenses which the County may agree, in writing, to pay.

5. **Duration and Termination.** This Agreement shall commence upon execution and continue until a) twenty-four (24) months thereafter, b) the services contemplated hereunder have been completed and paid for in full, or c) terminated in accordance with this Section 5 or Section 9 below. Consultant or the County may terminate this Agreement for any reason by giving three (3) days' written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Consultant may be entitled to receive or be obligated to perform under this Agreement for services prior to the date of termination, but payment pursuant to paragraph 3 of this Agreement shall terminate as of the date of said notice, and shall be prorated through that date. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the Consultant to the County within ten (10) days of the termination of this Agreement.

6. **Services and Materials to be Furnished by the County.** Consultant shall provide guidance to the County in determining the data required. The County acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the County to perform the services. The County shall provide all such data in a timely manner sufficient to allow Consultant to provide the consulting services. Consultant shall have no liability to the County whatsoever if the County provides incomplete or inaccurate data or provides data in an untimely manner.

7. **Assignment.** Consultant agrees, in addition to all other provisions

herein, that Consultant shall not assign any portion or the whole of this contract without the prior written consent of the County.

8. **Time of the Essence.** Timely performance of all duties provided herein is of the essence of this Agreement.

9. **Remedies for Breach.** Consultant agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and Consultant's failure to do so shall represent and constitute a breach of this Agreement. In such event, Consultant consents and agrees as follows:

(1) The County may without prior notice to Consultant immediately terminate this Agreement; and,

(2) The County shall be entitled to seek any available legal remedy and to collect from Consultant all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs, and expenses.

10. **Limitation of Liability.** The County agrees that Consultant's total liability to the County for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the lesser of (a) the amount actually paid to Consultant during the contract year in which the claim arose, or (b) \$150,000.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which

such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by the County against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

11. **Consultant Liability if Audited.** The County represents that all financial and statistical information provided to Consultant by the County, its employees and/or agents is accurate and complete to the best of the County's knowledge. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to the County through the audit and to make those changes to the work product as required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the services, regardless of cause.

12. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

13. **Conflict of Interest.** Consultant warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

14. **Incorporation.** This Agreement incorporates the entire understanding

and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

MAXIMUS CONSULTING SERVICES, INC.

JACKSON COUNTY, MISSOURI

By   
**Lauren K. Fujloka**  
**Contracts Manager**  
**Legal Counsel**  
Federal Tax ID No: 26-1557956

By   
**Michael D. Sanders**  
County Executive

APPROVED AS TO FORM:

  
W. Stephen Nixon  
County Counselor

ATTEST

  
Mary Jo Spino  
Clerk of the Legislature

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$17,030.00 which is hereby authorized.

  
Date

  
Director of Finance and Purchasing  
Account No. 001-5101-56010

51012015039

# MAXIMUS

## Exhibit A Services

### Description of Services:

- Completion of the Cost Allocation Plan and Indirect Rates based on County fiscal year 2014 actual costs.
- Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the consulting required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein.
- Consultant shall provide the consulting services stated in this Exhibit A in a professional and workmanlike manner consistent with the typical standards of the industry. Consultant specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.
- Consultant reserves the right to subcontract for consulting services hereunder. Consultant agrees to notify the County in writing of any such subcontracts.

## **Exhibit B Compensation**

For consulting services provided as set forth in Exhibit A, the County agrees to pay Consultant a fixed, all-inclusive amount of Seventeen Thousand Thirty Dollars (\$17,030).

Optional Year Pricing - Work completed in 2017 and 2019

For completion of the Cost Allocation Plan and Indirect Rates based on County fiscal year 2016 actual costs - \$17,371

For completion of the Cost Allocation Plan and Indirect Rates based on County fiscal year 2018 actual costs - \$17,718

Consultant will render to the County one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.