

Policy 9-95

Date: November 20, 2004 (revised)

Policy and Procedure: Utilization of Consultants

Purpose

This policy provides guidance regarding engagement and utilization of consultants to ensure positive outcomes relating to chapter goals, general business functions and other purposes as approved by the Board of Directors.

Policy

A consultant may be engaged when the chapter is not able to develop specific knowledge and/or functional ability through utilization of existing and available resources within a reasonable time frame, or when it can be demonstrated that a consultant will provide a lower cost solution than the chapter.

Procedure to Engage a Consultant

- A request to engage a consultant must be submitted in a written proposal to the CMSNE Board of Directors. (attachment A)
- Consultant solicitation will be accomplished through the Request for Proposal (RFP) process.

Consultant requirements

Prior to the engagement, consultants must comply with all of the following:

- Complete and sign a “Conflict of Interest” statement (attachment B)
- Review and sign the “Independent Consultant Agreement” document. This agreement includes language regarding scope and length of consultant’s term of service, compensation and obligations of the chapter and consultant. (attachment C)
- Submit a W-9 form
- Abide by the CMSNE “Utilization of Consultants” policy
- The consultant agrees to accept the compensation negotiated during the RFP process in exchange for completed work as payment in full and will not charge additional fees to the Chapter unless submitted and approved in advance

Compensation and Reimbursement

Compensation

Compensation arrangements are submitted in writing and approved by the Board of Directors in advance. Payment options are negotiable based on specifications of the work to be completed and/or services rendered.

Reimbursement

The following are deemed to be reasonable reimbursable expenses:

- Car mileage – (rate =Current IRS recommended reimbursement), tolls and parking to / from regional events specifically pertaining to the consultant’s engagement. Toll and parking expense requires original receipt to be submitted with Reimbursement Request form. Mileage requests are confirmed using online service (e.g., Yahoo Maps, Mapquest). Variances beyond five (5) miles from place of business to destination will require submission of rationale with Reimbursement Request form.
- Travel expense – Aside from regional car mileage, travel expenses (e.g., airfare, lodging) must be submitted and approved by the Board of Directors in advance. Upon approval, all associated receipts are required with submission of Reimbursement Request form.
- Phone expense –Phone charges may be reimburse upon submission of itemized bill with the Reimbursement Request form. Phone calls must be related to the CMSNE engagement and identified by party and purpose of the call. CMSNE will not cover basic cell or phone charges.
- Supplies – CMSNE covers certain supplies for completion of special projects when submitted in writing and approved by the Board of Directors in advance. CMSNE does not cover expenses for administrative supplies used in the day-to-day operation of a consultant’s business.
- Program registrations fees – May be covered if content is directly applicable to the CMSNE engagement. Request for coverage must be submitted in writing and approved by the Board of Directors in advance of the event.

Consultant activities

The activities of the consultant are limited to those specifically identified and agreed to by the chapter.

Work above and beyond that which is approved and included in the consultant agreement must be submitted in writing and approved in advance of starting the work.

The consultant agrees to work directly with the designated point of contact in order to complete assigned tasks on time.

CMSNE reserves the right to terminate the engagement of a consultant without cause. Pro-rated compensation in 25% increments of the total negotiated fee will be made based on actual work completed during the time of engagement:

All work product and/or project outcome performed by a consultant becomes the property CMSNE.

Member

A member of the Board of Directors who is engaged as a consultant may participate in discussion regarding proposed initiatives in an advisory capacity to the Board of Directors and/or membership but will recuse him/herself from voting on matters specific to their engagement and/or compensation.

Signed Off: Date: 3/13/18

Mary McClintock, President 2017-19CMSNE

Request for Consultant

<p>Project title</p>	<hr/>	
<p>Associated Project goal(s)</p>	<p>1. <hr/></p> <p><hr/></p> <p>2. <hr/></p> <p><hr/></p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>Objective to be achieved</p> </div> <hr/> <hr/> <hr/> <hr/>
<p>Describe the Scope of Responsibility</p>	<hr/> <hr/> <hr/>	
<p>Describe the anticipated deliverables</p>	<hr/> <hr/> <hr/>	
<p>What is the expected length of engagement?</p>	<hr/> <hr/> <hr/>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>Proposed reimbursement or fee</p> </div> <hr/> <hr/> <hr/>
<p>Explain options</p>	<hr/> <hr/> <hr/>	
<p>Identify possible risks and restrictions</p>	<hr/> <hr/> <hr/>	
<p>Other comments</p>	<hr/> <hr/>	
<p>Requested by</p>	<hr/>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>Date of request</p> </div> <hr/>
<p>Action taken</p>	<p><input type="checkbox"/> Approved <input type="checkbox"/> Declined</p> <p>Anticipated length of project _____ wks / months</p> <p>Compensation arrangement _____</p> <p>Board liaison _____ Date finalized _____</p>	

Conflict of Interest Policy

No board member shall use his/her position, or the knowledge gained therefrom, in such a manner that a conflict between the interest of the organization or any of its affiliates and his/her personal interests arises.

Each board member has a duty to place the interest of the organization foremost in any dealings with the organization and has a continuing responsibility to comply with the requirements of this policy.

Board members may not obtain for themselves, their relatives, or their friends a material interest of any kind from their association with the organization by virtue of their Board position.

If a board member has an interest in a proposed transaction with the organization in the form of a significant personal financial interest in the transaction or in any organization involved in the transaction, or holds a position as, director, or officer in any such organization, he/she must make full disclosure of such interest before any discussion or negotiation of such transaction.

Any board member who is aware of a potential conflict of interest with respect to any matter coming before the board may be excused during the discussion and/or voting periods in connection with the matter.

Disclosure

To implement this policy, board members of the organization will submit annual reports on the attached forms and, if not previously disclosed, will make disclosure before any relevant board action.

These reports will be reviewed by the Executive Committee, which will attempt to resolve any actual or potential (conflicts) and, in the absence of resolution, refer the matter to the Board of Directors.

Conflict of Interest Statement

I have read the statement of policy regarding conflicts of interest.

To the best of my knowledge and belief, except as disclosed herewith, neither I nor any person with whom I have or had a personal or business relationship is engaged in any transaction or activity or has any relationship that may represent a potential competing or conflicting interest, as defined in the statement of policy.

Further, to the best of my knowledge and belief, except as disclosed herewith, neither I nor any person with whom I have or had a personal, business, or compensated professional relationship intends to engage in any transaction, to acquire any interest in any organization or entity, or to become the recipient of any substantial gifts or favors that might be covered by the statement of policy regarding conflicts of interest.

(A) Without exception D

(B) Except as described in the attached statement D

Signature: _____ Date: _____

INDEPENDENT CONSULTANT AGREEMENT

This agreement is made this _____ day of _____, between The Case Management Society of New England (“CMSNE”), and _____ (“Consultant”).

In consideration of the mutual promises and understandings contained herein, the parties agree as follows:

1. Term of Agreement

This Agreement will become effective on _____ and will continue through _____ unless terminated in accordance with the provisions of Section 7 of this Agreement.

2. Independent Consultant Status

It is the express intention of the parties that the Consultant is an independent consultant not an employee, agent, joint venture or partner of CMSNE. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CMSNE and the Consultant or any employee or agent of the Consultant. Both parties acknowledge that the Consultant is not an employee for federal or state tax purposes. The Consultant retains the right to engage in his/her own private practice as a consultant during the term of this Agreement.

3. Services to be Performed by Consultant

a. Consultant shall provide CMSNE with professional services set forth in Appendix A. Consultant shall render such Services and deliver the required reports and deliverables in accordance with timetables that are agreed to by the parties and set forth in Appendix A, which may be amended upon written agreement of the parties.

b. All work shall be performed in a professional manner and shall be consistent with CMSNE procedures by Consultant who represents that she has a level of skill commensurate with the requirements or the scope of work to be performed. The Consultant will determine the methods, details and means of performing the above-described services. CMSNE shall have the right to refuse the manner or determine the method of accomplishing the Consultant’s services.

4. Compensation

In consideration for the services to be performed by the Consultant, CMSNE agrees to pay the Consultant at the rate set forth in Appendix A.

a. Expenses

The Consultant shall be responsible for all costs and expenses incident to the performance of services for CMSNE, including but not limited to all costs of equipment provided by the Consultant, all fees, fines, licenses, bonds or taxes required of or imposed against the Consultant and all other costs associated with the Consultant's duties under this Agreement unless CMSNE specifically agrees to pay for such costs or expenses in writing.

b. Assignment

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Consultant without the prior written consent of the CMSNE Board of Directors.

c. State and Federal Taxes

As the Consultant is not CMSNE's employee, the Consultant is responsible for paying all required state and federal taxes. In particular:

- CMSNE will not withhold FICA (Social Security) from the Consultant's payments;
- CMSNE will not make state or federal unemployment insurance contributions on behalf of the Consultant;
- CMSNE will not withhold state or federal income tax from payment to the Consultant;
- CMSNE will not make disability insurance contributions on behalf of the Consultant;
- CMSNE will not provide the Consultant with any pension, health insurance, life insurance or other fringe benefits.

CMSNE files IRS Form 1099 for any consultant earnings equal to or exceeding six hundred dollars (\$600).

5. Obligations of CMSNE

CMSNE agrees to comply with all reasonable requests of the Consultant and provide access to all information reasonably necessary to the performance of the Consultant's duties under this Agreement.

6. Confidential Information

The Consultant agrees that any information received by the Consultant in the course of providing services to CMSNE which concerns the personal, financial or other confidential affairs of CMSNE or any of its affiliate extension groups, including but not limited to business plans, proprietary materials such as those listed in parentheses (Tri-fold Brochure, What Is Case Management Flyer, Corporate Membership Program, Host/Sponsor a Meeting Application, Attention Case Manager Flyer, Standards of Practice Poster Session, and Policy and Procedure for Meeting Sponsorship, etc.), independent contractor and vendor lists specifically organized for CMSNE's members will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations without the approval of the Board of Directors. If there is an instance where release of the information is desired, Consultant will notify the Board of Directors for their

approval. Said Board shall take into consideration this request. This requirement will survive the termination of this Agreement.

The Consultant agrees that, upon the termination of this Agreement or at any other time requested by CMSNE, she shall immediately return all copies of such confidential information in her possession to CMSNE.

7. Termination of Agreement

This Agreement may be terminated with or without cause upon thirty (30) days prior written notice of termination from one party to the other, except at CMSNE's sole discretion, Consultant still needs to complete any discreet project that began prior to either party's notice to terminate the Agreement.

Either party shall have cause to terminate this Agreement sooner than its normal expiration date in the event that the other party defaults in any of its material obligations under this Agreement and fails to cure such default within ten (10) days after written notice specifying the nature of the default.

Additionally, CMSNE shall have cause to terminate this Agreement in the event that the Consultant fails to meet any reasonable deadlines established by CMSNE, destroys CMSNE's property, acts with dishonesty or steals from CMSNE. The Consultant shall have cause to terminate this Agreement in the event that CMSNE fails to pay the Consultant all or any part of the compensation set forth in Section 4 of this Agreement on the date due if the failure is not remedied by CMSNE within thirty (30) days of the date payment is due.

8. General Provisions

a. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Consultant for CMSNE and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged. If any part of this Agreement is deemed invalid or unenforceable, then the remainder of the Agreement shall remain in force.

b. Governing Law

This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Executed at _____ on this _____ day of _____, 200.

CONSULTANT

CASE MANAGEMENT SOCIETY OF NEW ENGLAND

By: _____

By: _____

Its _____

Consultant's Social Security or
Taxpayer Identification No.

APPENDIX A

CMSNE requests that Consultant perform services in accordance with the following:

1. DESCRIPTION OF SERVICES AND DELIVERABLES

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2. FINANCIAL CONSIDERATIONS

2.1 Rate: _____ per hour for professional time.

2.2 Expenses

- Travel to be reimbursed at
- Mileage reimbursed at IRS rate (\$.375 per mile).
- Travel expenses reimbursed at 100% with receipt.
- Telephone reimbursed at 100% (excluding cellular phone charges, which will be subject to Board of Directors approval). Telephone expenses should be documented and expenses to specific project noted on corresponding bill.
- Other expenses (materials, supplies, etc.) related to the normal administration of Consultant’s business will not be reimbursed, materials related to CMSNE business will be reimbursed upon proof of receipt and expensed to approved project.
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Executed at _____ on this _____ day of _____, 200

CONSULTANT _____ CASE MANAGEMENT SOCIETY OF NEW ENGLAND _____

By: _____ By: _____
Its _____

Consultant’s Social Security or
Taxpayer Identification No.
