

**RFP Prepared by**

## **The Supreme Court of Ohio**



**THE SUPREME COURT *of* OHIO**

**Request for Proposals for a Hosted Case Management  
System RFP Number 2011-1**

**Appendix A - SCO Agreement for Services**

4 August 2010

### **NOTICE**

R.C. Section 9.24 prohibits the Supreme Court from awarding a contract to any Vendor against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. By submitting a proposal, a Vendor warrants that it is not now, and will not become subject to an unresolved finding for recovery under R.C. Section 9.24, prior to the award of any contract arising out of this Request for Proposals, without notifying the Supreme Court of such finding.

# The Supreme Court of Ohio

## AGREEMENT FOR SERVICES

By this Agreement for Services ("Agreement"), entered into by and between the Supreme Court of Ohio ("Court") and **(insert name of Contractor)** ("Contractor"), both parties agree as follows:

### Section 1: Responsibilities

#### A. Statement of Work; Confidentiality

**(insert a detailed statement of the work to be performed by the Contractor or incorporate, by reference, the specifications contained in the request for proposals and any additional provisions contained in Contractor's proposal.)**

B. Contractor agrees to perform promptly any work reasonably requested of it within the scope of this Agreement. This work is to be performed in a timely and professional manner, in accordance with accepted and established practices for the type of work performed under this Agreement.

C. Contractor agrees not to disclose to any person, other than an employee of the Court, any documents marked confidential or proprietary or any confidential or proprietary information that is obtained through or results from work performed under this Agreement.

### Section 2: Work Procedures

Contractor will coordinate its tasks and work with **(insert name of Supreme Court employee to whom Contractor is required to report)** who shall assign to Contractor all work to be performed. Contractor shall meet or consult with **(insert name of Supreme Court employee to whom Contractor is required to report)** as needed to determine the work schedule and update **(insert name of Supreme Court employee to whom Contractor is required to report)** on the status of all projects.

### Section 3: Compensation

A. Contractor shall be compensated for services at a rate of **(insert hourly, weekly, or monthly rate)**. It is anticipated that the Contractor will average **(insert number)** hours of services per week over the term of the Agreement. However, there is no guarantee of

minimum or maximum number of hours per week or month during the term of the Agreement, except that the total number of hours shall not exceed **(insert number)** hours during the term of the Agreement. The Court shall not make payment on behalf of Contractor to any fringe benefit program or retirement program, or withhold any money from compensation for any federal, state, or local tax, or for any other reason.

B. This Agreement is effective from **(insert date on which agreement begins)** until **(insert date on which agreement terminates)**. In no event shall payment to Contractor for work performed under this Agreement exceed the sum of **\$(insert maximum, if any)**. In no event shall Contractor be required to provide any services under this Agreement once Contractor has performed a sufficient number of hours of work which, when multiplied by the hourly billing rate under this Agreement, totals **\$(insert maximum, if any)**, regardless of whether any task assigned to Contractor under this Agreement has been completed by Contractor.

C. N/A

#### **Section 4: Payment Terms and Conditions**

A. Contractor shall submit an invoice and expense report on a **(insert appropriate time, such as biweekly or monthly)** basis. The invoice and expense report must be received by the Court on or before **(insert appropriate date, such as first or last day of the month)**. A proper invoice must include time sheets showing hours worked and tasks performed by day and signed by Contractor. Original receipts sufficient to support expenses must be attached to the invoice. Invoices shall be approved by **(insert name of Supreme Court employee to whom Contractor is required to report)** and forwarded to the Office of Fiscal & Management Resources for payment.

B. The Court represents that it shall process vouchers for compensation as quickly as possible through the central accounting system of the State of Ohio.

C. The date of the warrant or check issued in payment shall be considered the date payment is made.

#### **Section 5: Rights in Data, Patents, and Copyrights**

The Court and any person, agency, or instrumentality providing financial assistance to the work performed pursuant to this Agreement shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data, or material except **(insert exceptions, if any)** and any other copyrighted material incorporated therein. No report, document, or other material produced, in whole or in part, with the funds provided to

Contractor by the Court shall be subject to copyright in the United States or any other country. Contractor relinquishes any and all copyrights and privileges to the evaluation model, data collection process, and data developed under this Agreement except **(insert exceptions, if any)** and any other copyrighted material incorporated therein. Contractor shall not include in the evaluation model, data collection process, or data any copyrighted matter unless Contractor provides the Court with the written permission of the copyright owner.

#### **Section 6: Termination**

A. Contractor shall be in default under the Agreement if the following occurs and is not remedied within five business days of the date of written notice of any such event given by the Court: (a) Contractor fails to timely perform or observe any of its obligations under this Contract, or (b) Contractor withdraws **(insert name of specific individual(s) performing the work, if applicable)** from the project and cannot provide a replacement acceptable to the Court.

B. If the Court terminates this Agreement, the Court shall nonetheless be responsible for payment of, and shall pay, for all services rendered by Contractor prior to the date on which Contractor receives written notice of termination, which sums shall be paid at the agreed-upon rate.

#### **Section 7: Change or Modification**

This Agreement constitutes the entire agreement between the parties and any changes or modifications shall be made in writing, signed by the parties, and appended to the original Agreement. The Contractor may not assign any rights, duties, or obligations described in this Agreement without the written approval of the Court.

#### **Section 8: Construction**

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

#### **Section 9: Forum and Venue**

All actions arising out of this Agreement shall be instituted in a court of competent subject matter jurisdiction in Franklin County, Ohio.

#### **Section 10: Severability**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

**Section 11: Responsibility for Claims**

Contractor will indemnify and hold harmless the Court from liability for injury or damage to third parties occurring during performance of contract activities to the extent caused by Contractor's negligence or willful misconduct.

**Section 12: Certification of Funds**

The Court represents that it will have adequate funds available to pay Contractor at the agreed rate during the contract year. However, the Court may terminate this Agreement should its appropriations be reduced by act of the General Assembly or should the grant being used to fund this project be reduced or terminated.

**Section 13: Warrant of Contractor Regarding R.C. 9.24**

Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. Section 9.24. If the warranty is deemed to be false, this Agreement is void *ab initio* and the Contractor must immediately repay to the Court any funds paid under this Agreement.

**Section 14: Resolution of Disputes**

The Court and Contractor recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the Court and Contractor agree that if any controversy or dispute arises out of or relates to this Agreement, or any breach of this Agreement, they will attempt in good faith to settle the dispute expeditiously through mediation within thirty days. The Court and Contractor shall attempt to mutually agree as to the provider of neutral services.

**Section 15: Equal Employment Opportunity**

Contractor agrees to comply with Adm. P. 5 (Equal Employment Opportunity) in the work performed pursuant to this Agreement. Contractor acknowledges it has been provided a copy of the policy by the Court.

**Section 16: Discrimination and Harassment**

Contractor agrees to comply with Adm. P. 24 (A) (Discrimination and Harassment) in the work performed pursuant to this Agreement. Contractor acknowledges it has been provided a copy of the policy by the Court.

**Section 17: Alcohol and Drug Free Workplace**

Contractor agrees to comply with Adm. P. 22 (A-C) (Alcohol and Drug Free Workplace), as well as all applicable state and federal laws requiring a drug and alcohol free workplace, in the work performed pursuant to this Agreement. Contractor acknowledges it has been provided a copy of the policy by the Court.

**Section 18: Miscellaneous**

- A. *Counterpart Original Copies.* This Agreement shall be executed in a sufficient number of originals to allow each party to retain an original copy.
- B. *Subsequent Employment.* This Agreement does not create or promise an express or implied contract of future employment with the Court.
- C. *Agreement Controlling.* Where there is a conflict between the terms of this Agreement and the incorporated documents, this Agreement shall control.



## **Supreme Court of Ohio Administrative Policies**

**Administrative Policy 5. Equal Employment Opportunity.**

This policy is intended to establish consistent standards and expectations regarding the application of all applicable federal and state laws, rules, and regulations prohibiting discrimination in the workplace to every employee and applicant for a position of employment with the Supreme Court.

**(A) Equal Employment Opportunity.** The Court is committed to equal employment opportunity for all qualified individuals without regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran's status, or non-disqualifying disability and shall engage in employment practices and decisions, including recruitment, hiring, working conditions, compensation, training, promotions, transfers, retention of employment, and other terms, benefits, and privileges of employment that are based upon job-related criteria and qualifications.

**(B) Equal Employment Opportunity Plan.** The Administrative Director and the Director of Human Resources shall prepare and annually review an equal employment opportunity plan to assure the employment practices and decisions of the Court are consistent with the objectives and requirements of this policy.

**(C) Distributions and Postings.** Each position description created for a position of employment with the Court pursuant to Adm. P. 15 (Position Management), each position vacancy announcement circulated pursuant to Adm. P. 6 (Employment Process), all requests for proposals, and any other solicitations for employment with or to provide goods and services to the Court shall reference this policy and that the Court is an equal opportunity employer.

**(D) Application of Policy.** This policy applies to current employees and applicants for positions of employment with the Court.

Effective Date: July 1, 2003

Amended: September 1, 2007

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**Administrative Policy 22. Alcohol and Drug Free Workplace.**

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the influence of alcohol and drugs.

**A) Alcohol.** The purchase, service, and use of alcohol involve health and safety issues for an employee, and liability risks and public perception concerns for the Court. The Court's policy on alcohol depends on the location and circumstances of an event and the work status of the employee.

**(1) Location and circumstances.** Generally, alcohol shall not be served or used at a Court sponsored event or at the workplace. In limited circumstances, the Court may allow the service and use of alcohol at a Court sponsored event, including an event at the workplace, but only if alcohol is provided by a properly licensed third party vendor and upon the prior approval of the Administrative Director.

**(2) Purchase at Court expense prohibited.** Alcohol shall not be purchased at Court expense, regardless of the location or circumstances involved.

**(3) Employee on duty.** An employee who is on duty shall not purchase, serve, or use alcohol, regardless of the location or circumstances involved.

**(4) Employee off duty.** An employee who is off duty shall not serve alcohol at a Court sponsored event, regardless of the location or circumstances of the event. An employee who is off duty may purchase and use alcohol at a Court sponsored event approved by the Administrative Director pursuant to paragraph (A)(1) of this policy, including an event at the workplace.

These prohibitions shall be read in conjunction with the requirements and guidance of OJC Reg. 14 (Alcohol; Intoxicating Liquor).

**(B) Controlled Substances and Illegal Drugs.** An employee shall not unlawfully manufacture, distribute, dispense, possess, or use a controlled substance or purchase, transfer, use, or possess any illegal drugs or prescription drugs that are illegal, either at the workplace or any other location. A controlled substance includes any drug listed in Section 812, Title 21 U.S. Code and federal regulations adopted pursuant to federal law. This prohibition shall be read in conjunction with the requirements and guidance of OJC Reg. 15 (Controlled Substances).

The Court shall notify any federal agency from which it has received a grant when an employee has been convicted of a violation of any state or federal criminal drug statute. The notice shall be provided within ten days after receiving notice from the employee of the conviction or after receiving other actual notice of the conviction.

**(C) Alcohol and Drug Testing.**

**(1) Circumstances requiring testing.** The Administrative Director, or the director's designee, upon the recommendation of the Director of Human Resources, or the director's designee, and sufficient cause shown, may require an employee to undergo an alcohol or drug test under the following circumstances:

- When there is reasonable cause to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician;
- When the employee is involved in a significant incident in which the employee or another person has a reportable and recordable injury or in which documented property damage has occurred;
- Pursuant to the specifications and provisions of a counseling, employee assistance, or rehabilitative program to which the employee has been referred as a result of a previous corrective action pursuant to Adm. P. 21 (Corrective Actions).

**(2) Refusal to submit to testing.** An employee who refuses to consent or submit to an alcohol or drug test when required under this policy shall be subject to corrective action pursuant to Adm. P. 21 (Corrective Actions).

**(3) Confidentiality.** Confidentiality concerning alcohol or drug test results shall be maintained to the extent provided by law, and an employee shall have the opportunity to refute the results of any alcohol or drug test.

**(D) Corrective Actions.** An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

**(E) Employee Assistance and Rehabilitation.** If an employee is convicted of a violation of any state or federal statute proscribing the abuse of alcohol or the possession or sale of a controlled substance, or if an employee has a confirmed positive alcohol or drug test, the Court may require the employee to participate in and satisfactorily complete an alcohol or drug assistance or rehabilitation program as a prerequisite to continued employment or as part of a corrective action.

Effective Date: January 1, 2004

Amended: April 1, 2009

**Administrative Policy 24. Discrimination and Harassment.**

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the effects of discrimination and harassment.

**(A) Prohibited Activity.** No employee shall engage in or be subject to a prohibited discriminatory practice or harassment, including sexual harassment.

**(1) Prohibited discriminatory practice.** For the purpose of this policy, a “prohibited discriminatory practice” means a decision relating to either the recruitment, hiring, working conditions, compensation, training, promotion, transfer, or retention of employees or the selection of vendors to provide goods or services, when the decision is made with regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability.

**(2) Harassment.** For the purpose of this policy, “harassment” means conduct based on race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability that unreasonably interferes with a person’s work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications, when the conduct consists of one or more of the following:

- Using racially derogatory words, phrases, or epithets;
- Demonstrations of a racial or ethnic nature, such as a use of gestures, pictures, or drawings which would offend a particular racial or ethnic group;
- Comments about a person’s skin color or other racial or ethnic characteristics;
- Making disparaging remarks about a person’s gender that are not sexual in nature;
- Negative comments about a person’s religious beliefs or lack of religious beliefs;
- Expressing negative stereotypes regarding a person’s birthplace or ancestry;
- Negative comments regarding a person’s age when referring to a person 40 years of age or older;
- Derogatory or intimidating references to a person’s mental or physical impairment.

**(3) Sexual harassment.** For the purpose of this policy, “sexual harassment” means conduct based upon sex that unreasonably interferes with a person’s work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications and physical contact, when the conduct consists of one or more of the following:

- Making submission to a sexual advance or request for sexual favor an explicit or implicit term or condition of employment;
- Making submission to or rejection of a sexual advance or request for sexual favor a basis for employment decisions affecting the person to whom the harassment is directed;
- Making sexual innuendo, using sexually vulgar or explicit language, making sexually suggestive comments or sounds, telling jokes of a sexual nature, or making sexual propositions or threats;
- Displaying or disseminating sexually suggestive objects, books, magazines, computer software, internet websites, e-mail, graphic commentaries, photographs, cartoons, or pictures;
- Touching, pinching, leering, making obscene gestures, brushing against the body, or engaging in sexual intercourse or sexual assault;

**(B) Reporting an incident.** An employee who believes to have been subject to or observed any prohibited discriminatory practice or harassment by a Justice, other employee, Court appointee, person who conducts business with the Court, or visitor should report it immediately to any member of Senior Staff, the Director of Human Resources, the Administrative Director, or, if the subject of the prohibited discriminatory practice or harassment is an employee and the incident did not involve that employee’s immediate supervisor, to the employee’s immediate supervisor. Any of these persons to whom an incident is reported shall promptly notify the Director of Human Resources.

**(C) Investigation and written report.** Upon receiving a report of an alleged prohibited discriminatory practice or harassment involving an employee, Court appointee, person who conducts business with the Court, or visitor, the Director of Human Resources, or the director’s designee, shall immediately and thoroughly investigate the incident and prepare a written report. The report shall contain the findings of the investigator and, if the investigator believes a violation of paragraph (A) of this policy has occurred, a recommendation for corrective action or sanction pursuant to paragraph (F) of this policy. The report shall be provided to the parties involved.

If the alleged prohibited discriminatory practice or harassment involves a Justice, the Director of Human Resources shall notify the Administrative Director, who shall report the allegation to the Chief Justice for whatever action the Court considers appropriate.

**(D) Determination of incident.**

**(1) Agreement of the parties.** If the parties involved agree with the findings and recommended corrective action contained in the written report, the Director of Human Resources shall obtain the signature of each party on the report within five business days after it is provided to them. The Director of Human Resources shall promptly provide a copy of the signed report to the Administrative Director for review. Absent extraordinary circumstances demonstrated in the report, the Administrative Director shall approve its immediate implementation.

**(2) Formal hearing.** If any party involved does not agree with the findings or recommended corrective action contained in the written report or if the Administrative Director believes extraordinary circumstances are demonstrated in the report, within five business days after receiving the report the Administrative Director shall take appropriate action, including appointment of a hearing officer to conduct a formal hearing on the matter.

**(E) Conflicts.**

**(1) Director of Human Resources.** If a party or witness to an incident reported under this policy is the Director of Human Resources, the Administrative Director shall designate another member of the Court staff to perform the duties of the Director of Human Resources as required by this policy.

**(2) Administrative Director.** If a party or witness to an incident reported under this policy is the Administrative Director, the Chief Justice shall perform the duties of the Administrative Director as required by this policy.

**(3) Chief Justice.** If a party to an incident reported under this policy is the Chief Justice, the next most senior Justice shall perform the duties of the Chief Justice as required by this policy.

**(F) Corrective Action.** An employee who is found to have violated paragraph (A) of this policy shall be subject to appropriate corrective action as set forth in Adm. P. 21 (Corrective Actions).

**(G) Confidentiality.** The Court shall make every reasonable effort to protect the privacy of the parties in the process. Parties and witnesses shall maintain confidentiality with respect to a complaint or report. However, the Court cannot ensure that complaints or reports will be kept strictly confidential.

**(H) Distribution of Policy.** All requests for proposals and solicitations for employment and to provide goods or services shall reference this policy and the Court's prohibition against discrimination and harassment in the workplace.

Effective Date: July 1, 2003

Amended: September 1, 2007; April 1, 2009