

# Secrets to Finding the Perfect Consultant



**How can you assure a rewarding consultant experience? Add these checklists and guidelines to your tool kit.**

By Larry Checco & Kathleen Rae King

**T**o be successful, the relationship between client and consultant must be a partnership, built on mutual respect, trust, and understanding. Some basic principles will help you lay a solid foundation.

## What to Look for in a Consultant

When seeking a consultant, ask:

**Does the consultant's expertise match your needs?** Check how long prospective consultants have been working with nonprofits and if they've worked in the specific area in which you need help.

**Does the consultant have the right personality to work in your organization's culture?** You want someone who fits into your organization's work style and environment.

**Is the consultant a self-starter who can maintain momentum, usher you through the process, and keep you on task?** Good consultants are resourceful enough to resolve issues on their own while keeping you apprised of the progress being made.

**Can this person take ownership of the project?** Look for someone who'll meet deadlines and help you meet your own time lines.

**Does the consultant show leadership and the ability to exercise influence over your organization's decision-makers?** Is this someone

whom others in your organization will feel confident about and take direction from? If your consultant is good in every other area but lacks this characteristic, things aren't likely to go well.

**Do you want the consultant to work on-site?** Many consultants prefer to work out of their own offices. Discuss this issue in your initial contact with any consultant you consider hiring.

You may need a fresh perspective that only an outsider can bring.

**Is this someone who'll help you articulate and define your task?** Your consultant must be a champion for your goals and also provide new insight.

**Can you trust your consultant to use sensitive information confidentially?**

**Will the consultant deliver a product tailored to your needs?** You want someone who listens, learns, then meets your specific needs.

**Is this someone with an interest in your organization's mission and goals?** If not, then you definitely have the wrong person for the job.

## Are You A Good Client?

Many clients draw a blank on this one. Because they control the purse strings, clients can overlook

the fact that true partnerships are two-way affairs. Both partners need to meet each other's needs on many levels. Here's how to be a good client:

**Have a stake in the project.** A consultant wants to know that the project is a priority for the organization, something to which people are eager to devote their energy.

**Have a budget.** You'd be surprised how often someone hires a consultant before securing a budget for the project. Budgets define project scope, and a consultant needs to know how much time and effort to devote.

• **Make the consultant feel welcome.** Keep in mind that consultants are strangers to your organization. Introduce them to staff and board members. Furnish them with your organization chart, including contact information, and give them a tour of your facilities.

• **Provide ample resources, such as background material.** But don't overwhelm the consultant with tangential information.

**Be responsive.** Return phone calls quickly, or assign a staff person to do so.

**Be communicative.** Consultants can't know if they're delivering what you want unless you communicate every step of the way. Set up a process whereby you provide feedback at various stages of the project.

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## Figure 1. SAMPLE CONSULTANT CONTRACT

### AGREEMENT BETWEEN [CLIENT'S NAME] AND [CONSULTANT'S NAME]

This Contract is made this \_\_\_ day of [MONTH], [YEAR], between [CLIENT'S NAME] and [CONSULTANT'S NAME], hereinafter referred to as the Contractor,

WHEREAS, [CLIENT'S NAME] desires to engage the Contractor's services, and the Contractor desires to accept such engagement;

NOW, THEREFORE, in consideration of the foregoing and mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**A. Services to be Provided.** [Be specific in describing what you want your consultant to do. The time spent defining your requirements will mean fewer headaches later.]

**B. Products: (Deliverables).** [Detail all deliverables and dates to be delivered. An example follows.]

(1) Deliver a final Report (three hardbound copies and one copy of text on an IBM PC-compatible diskette using Microsoft Word 7.0 no later than (date) and in accordance with the requirements of the contract.

(2) Provide progress briefings at [specify intervals].

(3) Provide an exit briefing covering the essentials of the report, as well as answering all questions pertaining to the findings and recommendations.

All deliverables shall be camera-ready original work suitable for duplication. [CLIENT] shall have the sole and exclusive right to determine the acceptability of the services provided by the Contractor.

**C. Compensation.** As compensation in full for all services to be performed by the Contractor pursuant to this Contract, [CLIENT] shall pay the Contractor in accordance with the following payment schedule. [Provide terms of payment schedule.]

**D. Travel and Maintenance Expenses** shall be preapproved by [CLIENT] and will be reimbursed in accordance with [CLIENT'S] travel and maintenance policies.

**E. Payment** will be made by [CLIENT] within 30 days after receipt of Contractor's itemized invoice, certified to be true and correct, and provided that all respective requirements of the Contract have been met to the satisfaction of [CLIENT] Representative. Invoices shall be submitted to the attention of the designated [CLIENT] representative.

**F. Independent Contractor.** The Contractor is furnishing its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship. Also, the Contractor shall be responsible for the payment of all applicable taxes associated with the compensation paid hereunder.

**G. Termination for Convenience.** [CLIENT] may terminate this Contract by written notice at any time (or with \_\_\_ days' notice) prior to completion of the Contract upon determination that such termination is in the best interest of [CLIENT]. In the event of such termination, the Contractor agrees to cease immediately all work and turn over all work product to [CLIENT]. The liability of [CLIENT] shall be limited to payment of an equitable amount for services rendered prior to the effective date of termination, determined upon the basis of the relationship between such services and total services required to be performed hereunder had the Contract not been terminated.

**H. Termination for Default.** [CLIENT] may terminate this Contract by written notice to the Contractor if the Contractor fails to perform or defaults in any manner in the performance of this Contract in strict accordance with its terms or fails to cure any breach after receiving a Show Cause Notice identifying the failure, and providing the Contractor ten days to cure the failure or nonperformance. In the event of such termination, the Contractor agrees to cease immediately all work and to turn over all work product to [CLIENT]. [CLIENT] shall have no liability to the Contractor in the event of termination hereunder except to pay the Contractor for services rendered prior to the effective date of termination for default, such payment to be determined based on the same formula as set forth above.

**I. Indemnify and Hold Harmless.** [CLIENT] shall save, indemnify, defend and hold the Contractor harmless of and from all liability, loss, cost or reasonable expense arising from bodily injury, death or property damage incurred as a result of any negligent act or omission of [CLIENT], its agents, or employees arising from or relating to [CLIENT] under this Agreement. However, in no

instance will [CLIENT] be responsible to the Contractor in any way for an act or omission of the Contractor's employees, agents or invitees. The Contractor shall save, indemnify, defend and hold [CLIENT] harmless of and from any and all liability, loss, cost or reasonable expense arising from bodily injury, death or property damage incurred as a result of any negligent act or omission by the Contractor, his/her agents, employees or invitees arising from or relating to Contractor's performance under this Agreement. However, in no instance will the Contractor be responsible to [CLIENT] in any way for an act or omission of [CLIENT'S] employees or agents.

**J. Insurance** The Contractor shall be responsible for providing his/her own worker's compensation, product liability, and property damage insurance as required.

**K. Assignment.** This contract shall not be assigned or the services shall not be subcontracted by the Contractor without the prior written consent of [CLIENT], which consent shall not be unreasonably withheld.

**L. Confidentiality.** [CLIENT] and the Contractor acknowledge and agree that if during the term of this contract confidential information is disclosed by one party to the other, each party shall hold all such confidential information in the strictest confidence as a fiduciary and shall not voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such confidential information or any portion thereof without the express written consent of the other party. [CLIENT] and the Contractor shall each use their best efforts to protect the confidentiality of all such information consistent with the manner in which they protect their most confidential business information.

**M. Title to Deliverables.** All intellectual property created, developed, modified, or expanded by the Contractor pursuant to this Agreement shall be the sole property of [CLIENT]. All rights, whether protected by patent, trademarks, copyright, trade secret, or unprotected shall belong to [CLIENT]. The Contractor shall assist in obtaining the necessary protection for such rights when so requested.

**N. Sole Agreement.** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing. Any prior oral or written agreements shall not be considered a part of this agreement.

**O. Disputes.** Disputes arising from this contract shall be settled by an arbitration panel. The panel shall be constructed by each party selecting one arbitrator and those two then jointly selecting a third and final panel member.

**P. Notices.** All notices given or required hereunder shall be deemed sufficient if sent by United States mail, postage prepaid, to the addresses of the Contractor and [CLIENT] specified in this Agreement, unless either party hereto shall specify to the other party a different address for the giving of such notices.

**Q. Tax Exemption.** [CLIENT] is a nonprofit public corporation exempt from the payment of sales and use taxes.

**R. Contracting Officer Representative Appointment.** The Client Representative for this contract is [NAME OF REPRESENTATIVE]. The Contractor shall report directly to the representative designated by the contracting officer representative and will submit all deliverables to same. The Client Representative is responsible for working with the Contractor, reviewing, approving and accepting the Contractor's deliverables, reviewing and certifying Contractor invoices for payment, and monitoring this contract.

**S. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of [NAME OF STATE WHERE CONTRACT WILL BE EXECUTED].

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this agreement as of the date first above written.

Agreed to by (Name of consultant)

Address \_\_\_\_\_

\_\_\_\_\_  
[Consultant's signature, date]

Agreed to by (Name of client)

Address \_\_\_\_\_

\_\_\_\_\_  
[Client's signature, date]

General Counsel Review and Approval Date: \_\_\_\_\_

**Pay on time.** Because many consultants are their own bookkeepers, tracking down an unpaid invoice takes time and can cause hard feelings. Thirty days from the date an invoice is received is standard unless other payment arrangements, such as payment upon product delivery, have been made. At the same time, don't pay before the work is done.

### Where to Find a Consultant

Most cities are awash in consultants. If you're in a small town or rural area, locating a good consultant may be harder. Once you've found someone you'd like to work with, however, distances become almost irrelevant. Telecommunication technologies, including e-mail, fax, phone, and teleconferencing, keep down meeting, travel, and work costs.

An inexpensive way to make initial contact is through video conferencing.

One place to begin your search is in the classified pages of magazines that target the nonprofit management community, such as *Fund Raising Management*, *Chronicle of Philanthropy*, *NonProfit Times*, the publications of ASAE and the Center for Association Leadership ([www.asaecenter.org](http://www.asaecenter.org)), or the Society for Nonprofit Organizations' *National Directory* online at [www.snpo.org/directory/index](http://www.snpo.org/directory/index). Other good places to search are:

- Association of Fundraising Professionals (AFP), 800-666-FUND, [www.AFP.org](http://www.AFP.org)
- BoardSource, 800-883-6262, [www.BoardSource.org](http://www.BoardSource.org)
- Your local United Way or organizations similar to yours for referrals to consultants with whom they've worked successfully. Check your local telephone directory.

### Requests for Proposal (RFPs)

If your project is significant in size and scope, it may be best to develop a request for proposal, or

RFP, and send it to prospective consultants. An RFP is a detailed description of your project's goals and the expertise you require. Creating an RFP offers several key advantages:

**It forces you to focus** on your objectives, conduct necessary research, and gather background information you can later pass on to the consultant.

**It provides a framework** from which the consultant can take direction and begin work.

**Consultants who respond to an RFP** will share their initial ideas. As a result, you may discover more about what you need to achieve your goals.

The downside of writing an RFP is that it takes time and energy. Therefore, reserve RFPs for large, multiphased projects.

When you send out an RFP, accompany it with a brief cover letter outlining:

- the kind of expertise you're seeking
- expected start and end date for the project
- the scope of services you require
- a request for credentials and qualifications
- how you would like the consultant to respond to your RFP—for example, a phone call, a written response, by e-mail, or at a scheduled meeting.

### Selecting a Consultant

**Review each resume or RFP.** Do applicants have the experience you need? Are they familiar with your organization or have experience working with similar organizations? What's their track record for success?

Once you've found a consultant, distances become almost irrelevant.

**Call references.** Ask pointed questions about the applicant's quality of work and personal characteristics.

**Meet face-to-face with those you're interested in hiring.** Gener-

A contract can be anything you want it to be as long as both parties agree to it.

ally, consultants will meet with you once or twice at no charge.

**Include a few board members** in the selection process to ensure board buy-in.

### Writing a Contract

A contract can be as simple or complex as you'd like. Just be sure it clearly articulates the "scope of services," including: outcomes, benchmarks, time lines, payment procedures, and copyright ownership of the work product. Also include a withdrawal clause so that if your partnership turns sour, you can get out of it. (See the sample contract in Figure 1.) ■

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### Resources that Can Help

(available at [www.snpo.org/members](http://www.snpo.org/members))

**How to Choose and Work with a Consultant** (Vol. 10, No. 2)

**Outsourcing in the Nonprofit Sector: A Strategic Approach to the Challenges of Growth & Staffing** (Vol. 15, No. 5)

**The Logic of Consultant's Fees** (Vol. 10, No. 5)

**Play to Your Strengths: Using Outsourcing for HR Needs** (Vol. 17, No. 1)