



alameda county health care foundation

Exhibit C

1411 EAST 31ST STREET v OAKLAND, CALIFORNIA 94602 v (510) 535-7424 v FAX (510) 532-0168

Donor Advisory Funds Contractor STANDARD AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 20____, by and between THE ALAMEDA COUNTY HEALTH CARE FOUNDATION, hereinafter called the "FOUNDATION", and, _____, hereinafter called the "CONTRACTOR."

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the FOUNDATION hereinafter expressed, does hereby agree to furnish the FOUNDATION services and materials, as described on Exhibits attached to and incorporated herein.

CONTRACTOR shall furnish services as described in EXHIBIT I of this Agreement.

CONTRACTOR shall at all times during the term of the Contract with the FOUNDATION maintain in force those insurance policies and bonds as designated in the attached EXHIBIT III and will comply with all those requirements as stated herein.

CONTRACT PERIOD will be from _____ through _____, pursuant to the provisions set forth in Exhibit I.

COMPENSATION: The FOUNDATION agrees to pay CONTRACTOR for services performed hereunder as specified in EXHIBIT I-Fee Schedule. The total amount paid by FOUNDATION to CONTRACTOR under this Agreement shall not exceed the sum of _____ (\$_____) per hour for this Agreement.

ADDITIONAL PROVISIONS attached hereto constitute a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR
By:

THE ALAMEDA COUNTY HEALTH CARE FOUNDATION
By:

Full Name

Cherlyn L. Spencer, Executive Director

Street Address

Date

City, State, Zip Code

Phone Number:

Social Security #:

EXHIBIT I

SCOPE OF SERVICES & FEE SCHEDULE

(To be completed by Donor Advisory Funds client):

EXHIBIT II

CONTRACT PAYMENT TERMS

1. FOUNDATION will pay CONTRACTOR full amount of contract upon submission of invoice accompanied by time card, authorized by signature of Donor Advisory Funds client.
2. Invoices are due by the 26th of each month and will be paid by the 5th of the following month.

Payment under the terms of this Agreement shall not exceed the total amount of _____
_____ (\$ _____) for the period of the contract.

EXHIBIT III

CERTIFICATE OF INSURANCE

REQUIRED COVERAGE – Where “X” Appears in Box

- q A. Worker's Compensation

- q B. Comprehensive General Liability
 - 1. Minimum Limits of Liability:
\$500,000 per occurrence, combined single limit bodily Injury and Property Damage.
 - 2. Coverages:
 - q Bodily Injury
 - q Property Damage
 - q Blanket contractual
 - q Personal Injury
 - q Products/Completed Operations
 - q Broad Form Property Damage
 - q Fire Damage Legal Liability

- q C. CONTRACTOR is to submit copy of Auto Liability Coverage and Copy of Valid Driver's License.

ADDITIONAL PROVISIONS

1. **EMPLOYER/EMPLOYEE RELATIONSHIP:** No relationship of employer and employee is created by this Agreement, it being understood that CONTRACTOR shall act hereunder as an independent contractor; that CONTRACTOR shall not have any claim under this Agreement or otherwise against FOUNDATION for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind; that CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, Federal and State income taxes, and in connection therewith CONTRACTOR shall indemnify and hold FOUNDATION harmless from any and all liability which FOUNDATION may incur because of CONTRACTOR's failure to pay such taxes; that CONTRACTOR does, by this Agreement, agree to perform his/her daily work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of FOUNDATION is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the agency concerned. Notwithstanding the foregoing, the FOUNDATION may, upon two weeks' notice to CONTRACTOR, withhold from the payments to CONTRACTOR hereunder federal and state income taxes and pay said sums over to the federal and state governments.
2. **HOLD HARMLESS/INDEMNIFICATION:** CONTRACTOR shall indemnify FOUNDATION, its officers, and employees against liability for injury or damage caused by a negligent act or omission of CONTRACTOR in the performance of this Agreement and shall hold FOUNDATION harmless from any loss occasioned as a result of the performance of this Agreement by CONTRACTOR.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the terms of the Agreement with this FOUNDATION maintain in form those insurance policies and bonds as designated in the attached Exhibit C, "Certificate of Insurance, Service contracts," and will comply with all those requirements as stated herein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - A. CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part thereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations. All services performed by CONTRACTOR must be in accordance with these laws, ordinances, codes, and regulations. CONTRACTOR shall indemnify and hold FOUNDATION harmless from any and all liability, fines, penalties, and consequences from any noncompliance or violations of such laws, ordinances, codes, and regulations.
 - B. **ACCIDENTS:** If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, CONTRACTOR shall immediately notify FOUNDATION by telephone. CONTRACTOR shall promptly submit to FOUNDATION a written report, in such form as may be required by FOUNDATION of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's subcontractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of accident and whether any of FOUNDATION's equipment, tools, materials, or staff were involved.

6. **PAYMENT:** Payment to CONTRACTOR will be made only upon presentation of proper claim by CONTRACTOR subject to the approval of the FOUNDATION for which the services have been performed.
7. CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.
8. CONTRACTOR agrees that FOUNDATION may at its sole option withhold fifteen percent (15%) of the funds awarded under this Agreement until such time as all goods and services are received in a manner and form acceptable to the FOUNDATION.
9. As an independent CONTRACTOR, any and all federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
10. **ROYALTIES AND INVENTIONS:** FOUNDATION shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, and use all original computer programs, writing, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement; and CONTRACTOR shall not publish any such material without prior written consent of FOUNDATION.
11. **CONFIDENTIALITY OF INFORMATION:** Confidential information is defined as all information disclosed to CONTRACTOR which relates to the FOUNDATION's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, CONTRACTOR will return to FOUNDATION written or descriptive matter, which contain any such confidential information.
12. **CONFLICT OF INTEREST:** No officer, member, or employee of FOUNDATION and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No CONTRACTOR nor any member of the CONTRACTOR's family shall serve on a FOUNDATION board, committee, or hold any such position which either by rule, practice, or action nominates, recommends, supervises CONTRACTOR's operations, or authorizes funding to CONTRACTOR.
13. **USE OF FOUNDATION PROPERTY:** CONTRACTOR shall not use FOUNDATION premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
14. **NON-DISCRIMINATION:** CONTRACTOR assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964 and that no person shall, on the grounds of race, creed, color, disability, gender, sexual orientation, national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factor be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
15. **ASSIGNMENT OF CONTRACT:** Nothing contained in this Agreement shall be construed to permit assignment or transfer by CONTRACTOR of any rights under this Agreement, and such assignment or transfer is expressly prohibited and void unless otherwise approved in writing by the FOUNDATION.
16. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the FOUNDATION's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess, or use controlled substances, as defined in 21 U.S. Code section 812, including marijuana, heroin, cocaine, and amphetamines, at any FOUNDATION facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a FOUNDATION facility or work site, the CONTRACTOR within five days thereafter shall notify the head of the FOUNDATION for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **FEDERAL AND STATE AUDITS:** Until the expiration of five years after the furnishing of any services pursuant to this Agreement, CONTRACTOR shall make available, upon written request, to the federal/state government or any of their duly authorized representatives, this Agreement, and such books, documents, and records of CONTRACTOR that are necessary to certify the nature and extend of the reasonable cost of

services to CONTRACTOR. If CONTRACTOR enters into any Agreement with any related organization to provide services, pursuant to this Agreement with a value or cost of \$10,000 or more over a twelve-month period, such Agreement shall contain a clause to the effect that until the expiration of five years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to the federal/state government or any of their duly authorized representatives, the subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph shall be of no force and effect when and if it is not required by law. FOUNDATION shall have access to CONTRACTOR's financial records for purposes of audit. Such records shall be complete and available for audit 90 days after final payment.

18. **EMPLOYMENT ELIGIBILITY:** Persons provided services under this Agreement shall be required to provide the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.
19. Time is of the essence in each and all of the provisions of this Agreement.
20. **TERMINATION:** Either party may terminate this Agreement with or without cause by providing ten (10) days' notice, in writing, to the other party. Upon the expiration of said notice, this Agreement shall become of no further force or effect whatsoever, and each of the parties hereto shall be relieved and discharged herefrom. The FOUNDATION may terminate at any time without notice upon a material breach of the terms of this Agreement and/or in the event that the FOUNDATION determines that the CONTRACTOR's performance is substandard or unsatisfactory.
21. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.