



alameda county health care foundation

1411 EAST 31ST STREET v OAKLAND, CALIFORNIA 94602 v (510) 535-7414 v FAX (510) 532-0168

DONOR ADVISORY FUNDS MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is made and entered into this _____ day of _____, 20____, by and between _____, hereinafter called "PROGRAM" and the **ALAMEDA COUNTY HEALTH CARE FOUNDATION**, hereinafter called the "FOUNDATION."

WHEREAS, the purpose of the PROGRAM is defined in the Donor Advisory Funds Program Application Form incorporated herewithin as **Exhibit A**;

WHEREAS, PROGRAM will further FOUNDATION'S tax exempt purposes under Section 501(c)(3) of the Internal Revenue Code (IRC). With regard to the selection of PROGRAM or any other beneficiary to conduct the PROGRAM, FOUNDATION has exercised and shall retain full discretion and control over the selection process, acting completely independently of PROGRAM or any other funding source. FOUNDATION has created a restricted fund designated for the PROGRAM and has decided to grant all amounts that may be received (less any administrative charge as set forth below), the PROGRAM is subject to the following terms and conditions:

WHEREAS, the PROGRAM is an individual person, acting as sole proprietor; OR, PROGRAM is a partnership comprised of _____;

WHEREAS, nothing in this agreement shall constitute the naming of the PROGRAM as an agent or legal representative of the FOUNDATION for any purpose whatsoever except as specifically and to the extent set forth herein in **Exhibit A**;

WHEREAS, the PROGRAM shall not spend or disburse any of the money to pay any member of the PROGRAM who by definition is an employee of ACMC unless expense is related to required conferences, delineated in PROGRAM'S scope of services as shown in **Exhibit A**;

WHEREAS, the PROGRAM requests the FOUNDATION to accept donations for the PROGRAM and deposit these funds in a restricted account;

WHEREAS, the PROGRAM agrees that funds will be expended within the Definition of Services as shown in **Exhibit A**, and any other Definition of Services outside of Exhibit A shall require a new Memorandum of Understanding subject to review and approval by the FOUNDATION.

WHEREAS, the FOUNDATION is the authorized agent to sign all grant agreements designated for the PROGRAM by donor or funding organization; and, FOUNDATION will submit a copy of the final agreement to PROGRAM;

WHEREAS, none of the work to be performed by the PROGRAM shall be subcontracted without the prior written consent of the FOUNDATION. After approval by FOUNDATION, the

PROGRAM will initiate a contract between PROGRAM Subcontractor and FOUNDATION as shown in **Exhibit C**; and FOUNDATION will sign **Exhibit C** for final approval.

WHEREAS, the FOUNDATION has reviewed the Program Application incorporated herewithin as **Exhibit A** and finds that the PROGRAM meets the FOUNDATION goals;

NOW, THEREFORE, the parties hereto agree as follows:

1. All money, and the fair market value of all property, in the restricted fund will be reported as the income of the FOUNDATION, for both tax purposes and for the purposes of FOUNDATION's financial statements.
2. The PROGRAM shall use the grant solely for the project described in the proposal. Any changes in the purposes for which grant funds are spent must be approved in writing by the FOUNDATION before implementation.
3. PROGRAM is responsible to obtain the FOUNDATION's signature for all Grant Agreements as the Grant is between the FOUNDATION and The Grantor. The PROGRAM is responsible for all progress reports and will provide copies of all documents to the FOUNDATION.
4. The PROGRAM's contractors through the Grant Agreement by IRS ruling are the contractors of the FOUNDATION. The PROGRAM is responsible for submitting all W-9 forms for contractors and vendors to FOUNDATION and for signing a Standard Agreement for Contractor with FOUNDATION.
5. The PROGRAM will use the FOUNDATION's 501(c)(3) status for the solicitation of funds for only the project described in **Exhibit A**. No other projects may receive funds under the auspices of the FOUNDATION, without prior written approval.
6. The PROGRAM will advise all donors to make all checks payable to the ALAMEDA COUNTY HEALTH CARE FOUNDATION.
7. The PROGRAM may submit a schedule for proposed distribution of funds. To assist with this process, the fund will only be released to the authorized person(s) identified in **Exhibit A**. The FOUNDATION shall be notified in advance thirty (30) working days for release of funds.
8. The PROGRAM shall submit a full and complete report to the FOUNDATION at the end of PROGRAM's annual accounting period within which any portion of this grant is received or spent.
9. The PROGRAM shall submit original invoices with all disbursement requests, which must be submitted on the Deposit and Disbursement of Funds request form incorporated herein as **Exhibit B**, and in accordance with the instructions contained therein.
10. The FOUNDATION will be responsible for the processing, acknowledgment, and deposit in a restricted fund of all monies received by the PROGRAM.
11. The FOUNDATION will be responsible for all accounting of funds and for submitting to the PROGRAM quarterly reports reflecting contributions and expenditures.
12. The FOUNDATION will be **not** be responsible for establishing sub-accounts for new donor designations or grant agreements within the same Definition of Services.

13. The FOUNDATION will be responsible for submitting 1099 Forms to PROGRAM for all disbursements made to contractors no later than February 1 of each year.
14. The FOUNDATION will charge a one-time administrative fee on each deposit made, according to the following schedule:

\$0 - \$20,000	10% Administration Fee
\$20,001 - \$50,000	6% Administration Fee
\$50,001 - \$100,000	5% Administration Fee
\$100,001 - \$200,000	3% Administration Fee
\$200,001 and above	2% Administration Fee
15. All accounts must maintain a minimum balance of \$1,500.00.
16. In addition, any interest earned on the restricted fund shall be retained in the FOUNDATION'S general fund.

The term of this Agreement shall commence on the date of _____, _____, and extend automatically, as long as the PROGRAM is in existence or until the PROGRAM notifies the FOUNDATION to terminate this relationship. The Agreement shall be reviewed annually by PROGRAM and FOUNDATION.

IN WITNESS WHEREOF, the parties have caused this Donor Advisory Funds Memorandum of Understanding to be executed.

PROGRAM

FOUNDATION

By _____
Authorized Signature

By _____
Cherlyn Spencer, Executive Director

Print Name