

# CBO-COLLEGE PARTNERSHIP AGREEMENT



## INDEPENDENT CONTRACTOR/CONSULTANT SERVICES CONTRACT

*This is a sample Partnership Agreement between a community-based lead agency and a college partner. This sample is meant to provide an example of what an agreement can look like but is NOT meant to be used as a template. This agreement has been de-identified so instead of using the names of organizations you will see something like [LEAD AGENCY] to indicate where the name of organization would go in the agreement.*

The Contract for Personal services is entered into by Vendor ID: \_\_\_\_\_ and Vendor Name: [LEAD AGENCY].

Called the [LEAD AGENCY], and the [PARTNER 1]. The [LEAD AGENCY] agrees to perform the following SERVICES of the [PARTNER 1] under the stated conditions within the limits set forth: Financial Coaching Services for 30-35 clients of [PROGRAM A] and Financial Coaching for 30-35 clients of [PROGRAM B]. LEAD AGENCY shall work with [PROGRAM A] and [PROGRAM B] staff to create shared referral and digital case management system.

The [LEAD AGENCY] has presented proof of official business status: Business License Number: \_\_\_\_\_ on file  
TAX ID Number: \_\_\_\_\_ on file

The work of the [LEAD AGENCY] shall be approved by: [NAME & TITLE]

The work shall be completed on or before [DATE]

COMPENSATION: Compensation shall be \$ \_\_\_\_\_ X \_\_\_\_\_ payable within 30 days following the completion of the work and authorization by the unit manager. The contractor will be paid out of

[NAME] \_\_\_\_\_

[BUDGET NUMBER] \_\_\_\_\_

Funds verified by Business Officer

Budget

The foregoing provisions along with conditions set forth on the reverse of this document are understood and agreed to by the [LEAD AGENCY].

\_\_\_\_\_  
[LEAD AGENCY] Representative's Printed Name and Title

\_\_\_\_\_  
[LEAD AGENCY] Representative's Signature

\_\_\_\_\_  
[PARTNER 1] Representative's Printed Name & Title

\_\_\_\_\_  
[PARTNER 1] Representative's Signature

\_\_\_\_\_  
Vendor Number

**TAXABLE EARNINGS:** The [LEAD AGENCY] in signing this contract, acknowledges that [PARTNER 1] will report all earning to the California State Franchise Tax Board and the Internal Revenue Service as required by the law. The [LEAD AGENCY] is solely responsible for the payment of taxes on all income generated from this contract.

**TERMINATION:** [PARTNER 1] shall have the right in its sole discretion to terminate this contract without cause by giving (30) days written notice to the SparkPoint Center. If, through any cause, [LEAD AGENCY] shall fail to fulfill in a timely manner its obligations under this contract, or if [LEAD AGENCY] shall violate any of the covenants, agreements, or stipulations of this contract, [PARTNER 1] shall thereupon have the right to terminate this contract by giving written notice to [LEAD AGENCY] of such termination and specifying the effective date of such termination.

**INSURANCE:** The [LEAD AGENCY] shall obtain workers' Compensation Insurance for any employees he/she may employ.

**INDEMNIFICATION:** [LEAD AGENCY] agrees to hold harmless, indemnify and defend [PARTNER 1] and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this agreement. [LEAD AGENCY] also agrees to hold harmless, indemnify and defend [PARTNER 1] and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to [SPARKPOINT CENTER] in connection with the performance of this agreement.

**INDEPENDENT CONTRACTOR:** It is mutually understood and agreed that in performing services under this contract, the [LEAD AGENCY] shall act as an Independent Contractor and that no relationship of employer and employee is created by this contract. In no way should this contract be construed as an agreement with an individual person to perform part-time, fulltime or extra service duties for [PARTNER 1] shall neither have nor exercise control or direction over the methods by which the [LEAD AGENCY] performs his/her functions. The sole interest and responsibility of [PARTNER 1] is to assure that services are performed in competent, efficient and satisfying manner. The [LEAD AGENCY] shall retain sole and absolute direction and judgment in the manner and means for carrying out his/her activities. It is understood that the [LEAD AGENCY] shall not have any claim under his contract against [PARTNER 1] for social security benefits, disability benefit, Worker's Compensation Insurance Benefit, unemployment insurance benefits, vacation pay, sick leave, overtime pay or any other employee benefits of any kind.

**CONTRACTOR'S EXPENSE:** The [LEAD AGENCY] shall be solely responsible for his/her expenses incurred in connection with the performance of this contract. [LEAD AGENCY] agrees that [PARTNER 1] shall have access to his/her financial records for audit purposes. Such records shall be retained and available for audit purposes for 5 (4 or 5) years after final payment.

**NON-ASSIGNMENT:** It is acknowledged and understood that the service to be rendered to [PARTNER 1] by the [LEAD AGENCY] hereunder are personal in nature, and, therefore, the [LAED AGENCY] may not assign this contract, nor may the [LEAD AGENCY] assign any monies to be received hereunder unless the written consent of the [PARTNER 1] is first obtained.

**NONDISCRIMINATION:** [LEAD AGENCY] agrees that no person shall, on the grounds of race, color, religion, national origin, sex, ancestry, age, marital status, or handicapped condition be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under this agreement.

**ENTIRE AGREEMENT:** This agreement embodies the whole agreement between the parties hereto, and there are not inducements, promises, terms, conditions, or obligations made or entered into by [PARTNER 1] or the [LEAD AGENCY] other than those contained herein.