



Vendor Contract
Between
LA CLÍNICA DE LA RAZA, INC.
AND
<VENDOR>
Vendor Organization

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This Vendor Contract (“Contract”) is entered into on this **<DATE> day of <MONTH>, <YEAR>** between La Clínica de la Raza, Inc. (“La Clínica”) and **<VENDOR>**, (“Vendor”) (individually “Party” and collectively “Parties”) to set forth the objectives, understandings, and agreements between the Parties with respect to La Clínica’s purchase of certain **goods OR services [select one as applicable]** provided by Vendor to La Clínica.

WHEREAS, La Clínica is an organization whose mission is to improve the quality of life of the diverse communities it serves by providing culturally appropriate, high quality, and accessible health care for all; and

WHEREAS, La Clínica desires to execute an agreement with Vendor; and

WHEREAS, Vendor is authorized and qualified to enter into this Contract with La Clínica and agrees to deliver the **goods OR services [select one as applicable]** described herein in accordance with the requirements set forth below;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, La Clínica and Vendor agree as follows:

1. PURPOSE

This purpose of this contract is to contract: **goods OR services [select one as applicable]** and it is a fee-for-service contract.

2. SCOPE OF SERVICES

2.1. Scope of Services. Vendor hereby agrees to provide, through its own personnel or by contract, services or goods, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Option 1: Identify all tasks, work elements and objectives of the contract, and timetables by which major parts of the work are to be completed. The scope of work may be included within the text of the contract or attached as a separate exhibit as shown in Option 2 below.

Option 2: See Addendum A, attached hereto and incorporated herein by reference.

2.2. Policies and Procedures.

2.2.1. Compliance. Vendor shall assure that all services provided pursuant to this Contract are available and accessible to La Clínica, and are furnished in accordance with all relevant Federal, State and local laws, rules, regulations, and generally accepted principles and practices.

2.2.2. Coordination. Vendor's **TITLE, NAME** shall have the responsibility as the liaison with La Clínica's **TITLE, NAME** with respect to the coordination and performance of the contract hereunder, including for notification of, or resolving, matters between, the Parties related to this Contract.

2.2.3. Qualifications. Vendor represents that, during the term of this Contract, the following requirements shall be met:

2.2.3.1. All personnel providing services pursuant to this Contract shall be duly licensed, certified and/or otherwise qualified to provide such Services or Goods, with appropriate training, education and experience, including any such qualifications identified on Addendum A; and

2.2.3.2. Vendor shall reassign and replace any personnel providing Services or Goods hereunder immediately upon his/her failure to meet any of these qualifications. Vendor shall immediately notify La Clínica of such action. Upon request, Vendor shall promptly shall furnish La Clínica evidence of these qualifications for any personnel assigned (or proposed to be assigned) to provide Services or Goods hereunder.

- 2.2.4. Employee Compensation. Vendor shall pay or ensure payment of, on behalf of the personnel providing Services of Goods hereunder, all costs related to their employment (or contractual relationship), including, but not limited to, wages and personnel benefit plans, vacation, sick and severance pay, life and health insurance premiums, contributions to pension, retirement and benefit plans, applicable federal, state and local taxes, Social Security contributions, federal and/or state unemployment compensation insurance contributions, worker's compensation insurance premiums, applicable professional liability insurance premiums, and all similar payments and charges incurred by reason of Vendor's applicable employment practices and policies, contractual and statutory obligations, and conditions of employment. Vendor shall be responsible for the withholding of all taxes and similar items and the remitting of employment-related payments and returns to governmental agencies. Vendor shall maintain all payroll records for all such personnel.
- 2.2.5. Relationship of Vendor Staff to La Clínica. Nothing contained in this Contract is intended, and nothing herein shall be construed, to create an employer/employee relationship between La Clínica and any staff through which Vendor provides the Services hereunder. As such, such persons shall not be covered by, or entitled to, any insurance, including, but not limited to, worker's compensation coverage or other benefits maintained by Vendor for its employees. Upon request, Vendor will secure appropriate acknowledgment of this status from individual staff.
- 2.2.6. Grievances/Complaints. Vendor shall assist La Clínica in handling grievances and complaints internally or externally to the extent such grievances and complaints are related to the services provided by Vendor's personnel providing services pursuant to this Contract.

3. PAYMENT

- 3.1. Amount of Payment. Upon submission of appropriate invoice La Clínica shall pay Vendor for the Services provided pursuant to this Contract, in accordance with the terms set forth in Addendum B, attached hereto and incorporated herein by reference.
- 3.1.1. Invoices. Invoices shall contain the following information provided in Addendum B.
- 3.2. No Billing of Patients. The Parties agree that all patients or other beneficiaries of La Clínica receiving Services from Vendor pursuant to this Contract shall not be billed for Services provided under this Contract.

4. RECORD-KEEPING AND REPORTING

- 4.1. Vendor shall prepare, maintain and furnish, for the term of this Contract, reports which pertain, directly or indirectly, to the services provided by Vendor pursuant to this Contract and which La Clínica and/or any applicable federal/state and private oversight agencies may reasonably deem appropriate and necessary for the monitoring and auditing of this Contract, in such form and with such frequency as La Clínica and/or any applicable federal/state and private oversight agencies may prescribe.
- 4.2. Vendor shall prepare and maintain financial records and reports, supporting documents, statistical records, and all other books, documents, papers or other records related and pertinent to this Contract for a period of three (3) years from the date this Contract expires or is terminated. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, Vendor agrees to maintain the records until the end of the three (3) year period or until the audit, litigation, or other action is completed, whichever is later.

5. COMPLIANCE WITH APPLICABLE LAW

This Contract shall be governed and construed in accordance with the laws of the State of California, without regard to conflict of law rules, as well as all applicable federal laws, regulations and policies, including, but not limited to all applicable state and local laws, ordinances, and codes, including all licensing standards and applicable accreditation standards.

6. Referrals

It is specifically agreed and understood between the Parties that nothing in this Contract is intended to require, nor requires, nor provides payment or benefit of any kind (directly or indirectly) for, the referral of individuals or business to either Party by the other Party. Nothing in this Contract or in any other written or oral agreement between La Clínica and Vendor, nor any consideration offered or paid in connection with this Contract, contemplates or requires the admission or referral of any patients or business to La Clínica or any Affiliate (as defined below). For the purposes of this Contract, "Affiliate" shall mean any entity that, directly or indirectly, controls, is controlled by, or is under common control with La Clínica.

7. RELATIONSHIP OF PARTIES

La Clínica and Vendor shall remain separate and independent entities. None of the provisions of this Contract are intended to create, nor shall be deemed or construed to create, any relationship between or among the Parties other than that of independent contractors. Except as otherwise provided, neither of the Parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other Party.

8. TERM

This Contract shall remain in effect from **<DATE>, <YEAR>** to **<DATE>, <YEAR>**, unless terminated at an earlier date in accordance with Section 9 of this Contract. This Contract may be renewed for additional terms, subject to La Clínica's determination that Vendor's performance was satisfactory in the first term of this Contract and successful re-negotiation by the Parties of key terms (including payment terms), as applicable.

9. TERMINATION

- 9.1. Termination Without Cause. This Contract may be terminated without cause upon thirty (30) days written notice by either Party.
- 9.2. Termination by Mutual Contract. This Contract may be terminated, in whole or in part, at any time upon the mutual Contract of the Parties.
- 9.3. Termination for Cause. This Contract may be terminated for cause upon written notice by either Party. "Cause" shall include, but is not limited to, the following:
 - 9.3.1. A material breach of any term of this Contract, subject to a thirty (30) day opportunity to cure and a failure to cure by the end of the thirty (30) day period;
 - 9.3.2. The loss of required insurance by either Party;
 - 9.3.3. The loss or suspension of any license or other authorization to do business necessary for either Party to perform services under this Contract;
 - 9.3.4. The good faith determination by La Clínica that the health, welfare and/or safety of patients or other beneficiaries receiving Services hereunder is jeopardized by the continuation of the Contract.
- 9.4. Remedies. Subject to Paragraph 9 herein, either Party may avail itself of any and all administrative, contractual and remedies at law and equity if the other Party violates the terms of this Contract.

9.5. Post-Termination Obligations. In all instances of termination, Vendor shall not incur new obligations after the effective date of termination. La Clínica shall pay Vendor, within thirty (30) days of the effective date of termination, the amount due for services performed by Vendor's personnel, on behalf of La Clínica, up until said date, provided that such costs are properly documented.

10. DISPUTE RESOLUTION

Any dispute arising under this Contract which is not settled by agreement of the parties may be settled by mediation, or other appropriate legal proceedings pursuant to the laws of the State of California. Any disputes not resolved by mediation shall be promptly resolved by binding arbitration upon written notice to the Parties by a mutually agreed-upon arbitrator. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Vendor Contract, Vendor shall proceed diligently with the performance of this Vendor Contract in accordance with the decision of La Clínica.

11. INDEMNIFICATION

Each Party agrees to defend and hold harmless the other Party, its directors, officers, agents, employees and contractors from any and all claims or losses resulting to such other Party and/or any third parties, including attorneys' fees, costs and expenses, arising out of the indemnifying Party's (i) performance, failure to perform or negligent performance of any of its obligations under this Contract; or (ii) violation of any term or condition of this Contract.

12. INSURANCE

- 12.1. Vendor's Obligations. Vendor agrees to secure and maintain, or cause to be secured and maintained, with respect to Vendor and its personnel involved in the performance of this Contract, Worker's Compensation, comprehensive general liability insurance, consistent with prevailing standards.
- 12.2. La Clínica's Obligation. La Clínica agrees to secure and maintain, or cause to be secured and maintained, during the term of this Contract, Worker's Compensation and comprehensive general and, as applicable, professional liability insurance for itself and its officers, directors, employees, contractors, and agents, consistent with prevailing standards.

13. CONFIDENTIALITY OF INFORMATION

- 13.1. The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of the patients and other beneficiaries of La Clínica receiving services provided by Vendor, in accordance with all applicable Federal and State laws and regulations.
- 13.2. Except as is necessary in the performance of this Contract, or as authorized in writing by a Party or bylaw, neither Party (nor its directors, officers, employees, agents, and contractors) shall disclose to any person, institution, entity, company, or any other party, any proprietary information which is directly or indirectly related to the other Party that it (or its directors, officers, employees, agents, and contractors) receives in any form as a result of performing obligations under this Contract, or of which

it is otherwise aware. The Parties (and their directors, officers, employees, agents, and contractors) also agree not to disclose, except to each other, any proprietary information, professional secrets or other information obtained in any form during the course of carrying out the responsibilities under this Contract, unless the disclosing Party receives prior written authorization to do so from the other Party or as authorized by law.

- 13.3. Each Party shall retain title and all rights to the confidential and proprietary information which has been disclosed to the other Party. Upon expiration or termination of this Contract, or upon request of a Party for any reason, each Party agrees to return promptly to the other Party all confidential and proprietary information and to not retain any copies, extracts or other reproductions, in whole or in part, of such returned confidential or proprietary information or any memoranda, notes, records and/or other documents related to such information.
- 13.4. The Parties agree that their obligations and representations regarding confidential and proprietary information (including the continued confidentiality of information transmitted orally), shall be in effect during the term of this Contract and shall survive the expiration or termination (regardless of the cause of termination) of this Contract.

14. NOTICES

Any and all notices, designations, consents, offers, acceptances or other communication required to be given under this Contract shall be in writing, and delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

All notices pertaining to this Contract should be sent in writing addressed to:

Jane García
Chief Executive Officer
La Clínica de La Raza
1515 Fruitvale Avenue
[P.O. Box 22210]
Oakland, CA 94601

<NAME>
<TITLE>
<VENDOR>
<ADDRESS>

The foregoing addresses may be changed and/or additional persons may be added thereto by notifying the other Party hereto in writing and in the manner hereinafter set forth. All notices shall be effective upon receipt.

15. NON-SEVERABILITY

The provisions of this Contract are not severable. In the event that any one or more provisions of this Contract are deemed null, void, illegal or unenforceable, the Parties shall renegotiate or terminate the remaining provisions of this Contract unless the Parties mutually agree in writing that the invalidity, illegality or unenforceability of said provision does not materially change the obligations of the Parties under this Contract, in which case this Contract shall be construed in all respects as if such invalid or unenforceable provisions have been omitted.

16. ASSIGNMENT

This Contract may not be assigned, delegated, or transferred by either Party without the express prior written consent and authorization of La Clínica.

17. AMENDMENT, MODIFICATION AND WAIVER

This Contract may not be modified or amended, in whole or in part, without the express written consent of both Parties. Modification or amendment of any provision(s) of this Contract shall not effect the remaining provisions and, except for the specific provision(s) of this Contract which thereby may be modified or amended, this Contract shall remain in full force and effect as originally executed. No discharge or waiver of any provision of this Contract shall imply a subsequent discharge or waiver of the same or any other provision of this Contract.

18. ENTIRE CONTRACT

This Contract represents the complete understanding of the Parties with regard to the subject matter herein and, as such, supersedes any and all other agreements or understandings between the Parties, whether oral or written, relating to such subject matter. No such other agreements or understandings may be enforced by either Party nor may they be employed for interpretation purposes in any dispute involving this Contract.

19. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of California, it is considered modified to conform to that statute or rule of law.

20. APPROVAL

This contract shall be subject to the written approval of the Chief Executive Officer or Chief Financial Officer of La Clínica and shall not be binding until so approved. The contract may be altered, amended or waived only by written amendment executed by both parties.

THIS CONTRACT is executed by persons signing below who warrant that they have the authority to execute the contract.

SCHEDULE OF ADDENDA

Attachment A: Scope of Work

Attachment B: Budget

Business Associate Addendum IF APPLICABLE

IN WITNESS WHEREOF, La Clínica and the Vendor have executed this Contract as of this <DATE> day of <MONTH>, <YEAR>.



CONTRACT NO. # _____

For:

LA CLÍNICA

For:

<VENDOR>

By: _____
(Signature)

Jane García
Chief Executive Officer

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Date: _____



CONTRACT NO. #

ATTACHMENT A

SCOPE OF SERVICES

[Insert proposal outlining the scope of work to be performed, or refer to attachment].



CONTRACT NO. # _____

**ATTACHEMENT B
SCHEDULE OF PAYMENTS / INVOICES**

Effective **<VENDOR>**
<DATE>, **<YEAR>**

Minimum number of hours	Maximum number of hours	Compensation Rate		
		<input type="checkbox"/> Hourly	<input type="checkbox"/> Entire Project	<input type="checkbox"/> Other (Specify)
Contract Not to Exceed: \$				
Billing Period:		<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually
Reimbursement of Expenses:		If yes, the following shall be reimbursed upon submission of receipts:		
<input type="checkbox"/> Yes <input type="checkbox"/> No				

Invoices should be submitted by the 5th of the month following the period for which invoice will be billed. Back-up documentation for reimbursed expenses will be required with submission and/or shall be on file with vendor. La Clínica will review and process invoice for payment within 10 business days. The final invoice will be due no later than **<DATE>**, **<YEAR>**.

Status Report

Status report should be submitted with monthly invoices detailing progress to Scope of Services for the billing period.

Send Original Signed Invoices & Summary Report to:

Accounts Payable
accountspayable@laclinica.org

LC CONTACT

<TITLE>
P.O. Box 22210
Oakland, CA 94623-2210
<EMAIL>

Email Courtesy Copy to: