

## **Board of Trustees Agenda Item**

**Board Meeting Date:** June 4, 2012

**Title of Item:** Approval of Independent Contractor Agreement between Dr. Lisa Bowie and the Foothill-De Anza Community College

### **Background and Analysis:**

De Anza College requests the approval of the 2012-13 contract for Dr. Lisa Bowie. Dr. Bowie performs medical director functions for the Health Services Department. Services include primary care of students, medical supervision of the clinic, and consultation services for De Anza Health Services department.

The amount of the 2012-13 contract is \$120,000 and is funded by the De Anza Health Fee.

**Recommendation:** De Anza President Brian Murphy recommends approval of the Independent Contractor Agreement between Dr .Lisa Bowie and the Foothill-De Anza Community College in the amount of \$120,000.

Submitted by:	Brian Murphy, President, ext 8705
Additional contact names:	Stacey Cook, Vice President Student Services, ext 8330
Is backup provided?	Yes

## **AGREEMENT FOR SERVICES**

This Agreement entered this 1 day of July, 2012 by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Dr. Lisa Bowie hereinafter called "Contractor."

### **WITNESSETH**

WHEREAS, pursuant to Foothill-DeAnza Community College District Board Policy 3140 and Board of Trustees Resolutions, specified District employees have the duty to engage independent contractors to perform professional services for the District, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by District for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$120,000.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from 7/1/12 through 6/30/13 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 60 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification. Both parties shall indemnify and save harmless each other, (Lisa Bowie and the District; its officers, agents, employees and servants) from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the performance of any work required of contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778.4 of the California Civil Code.

**Foothill-DeAnza Community College District**  
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Contractor's duty to defend shall be triggered by notice to contractor that District has been served with a summons or complaint which alleges facts falling within the scope of contractor's indemnity obligations.

7. **Non-Discrimination.**

**A. General.** No person shall, on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

**B. Employment.** Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's personnel policies shall be made available to District upon request.

8. **Substitutions:** If particular people are identified in Exhibit "A" as working on this contract the Contractor will not assign others to work in their place without written permission from the District Purchasing Agent. Any substitution shall be with a person of commensurate experience and knowledge

9. **Merger Clause.** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the District Purchasing Agent. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions or specifications set forth herein shall prevail. Medical malpractice insurance to be paid by De Anza (District), to include payment of Tail Coverage, coverage amount one million per occurrence and 3 million cumulative.

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Agreement/Purchase Order No. \_\_\_\_\_

**EXHIBIT "A"**

Contract between Foothill-DeAnza Community College District, and Dr. Lisa Bowie hereinafter called "Contractor".

- I. Detailed description of services to be performed and work product to be delivered to District by Contractor: (reference and attach additional pages, if necessary)

Provide primary care to students, medical supervision of the clinic, and consultation  
services for De Anza Health Services Department.

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- II. Amount and Method of Payment: (indicate lump sum payment or rate of pay; also include a list of tasks which must be completed prior to each progress payment and show the timeline for progress payments, if applicable)

Rate of pay for primary care services is \$110 per hour. Medical Supervision of the  
clinic and Consultation Services will be \$440 per week. Payment will be made in  
arrears and paid on a monthly basis for services rendered after receipt of a correct  
invoices.

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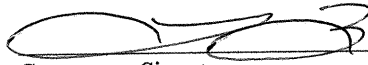
### **Exhibit "I" Insurance Requirements**

The contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the District. The Contractor shall furnish the District with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the District of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. The insurance carrier shall have a Best Rating of at least a B+ and category VIII unless otherwise approved by the District's Risk Management Division.

**Worker's Compensation and Employer Liability Insurance:** The contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provision of Section 3700 of the California Labor Code, which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provision before commencing the performance of this work of the Agreement.

I have no employees, and therefore, will not submit a Certificate of Worker's Compensation:

  
\_\_\_\_\_  
Contractor Signature  
(Sign only if Contractor has no employees)

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III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until June 30, 2012.

  
Authorized Contractor Signature

4/18/12  
Date

\_\_\_\_\_  
Contractor's Company Name



\_\_\_\_\_  
Contractor's Tax I.D. Number

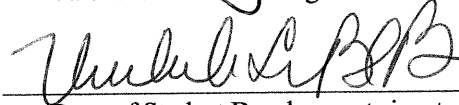
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
Authorized signature and Date

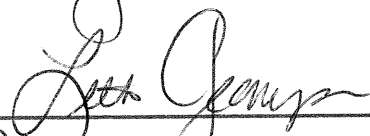
Vice Chancellor, Business Services  
Title

12345 El Monte Rd, Los Angeles Hills CA 94022  
Address

 4/19/12  
V.P. Student Services signature and Date

 4/18/12  
Dean of Student Development signature and Date

 4/18/12  
Director of Student Health Services signature and Date

 5/10/12  
VP Finance signature & date  
B