



**Professional Services Agreement  
for  
Consultant  
Date**

***Guiding Principles for Consultant Behavior***

***Overview***

Since its founding, the core services of The Foraker Group have been organizational development through consultation, training of boards and staffs, and shared services with sector sensitive professional support. Consultants and trainers are the face of The Foraker Group. Each professional has unique talents, competence and style, but all who practice their craft through Foraker must adhere to certain guiding principles. All full or part-time consultants have been observed in their work – only those with the right qualities have been retained. However, our principles were never articulated in a manner that required active understanding and confirmation.

This Guiding Principles document is a tool confirming the institutional support for, and adherence to behavior expected of Foraker's consultants. It reinforces the ongoing commitment to the highest quality of service to Alaska's nonprofit sector. Each consultant and trainer should read and sign this document every year, confirming the "Foraker way" of conducting business.

***Guiding Principles***

- All Foraker staff and consultants should be able to articulate the core purpose and values of the organization.
  - The core purpose is to strengthen nonprofits.
  - The core values are:
    - Strategic
    - Collaborate
    - Sustainable, and
    - Urban/rural; Native/non-Native
  - The core purpose and core values, Foraker's core ideology, provide a framework for all decisions. Our ultimate outcome is to strengthen nonprofit organizations through promoting strategic thinking, collaborative behavior and reinforcing organizational sustainability. Our approach must be relevant throughout the state with all types of nonprofits in urban hubs and rural communities as well as bridging Native and non-Native institutions.
- All consultants understand and can articulate The Foraker Group Nonprofit Sustainability Model (*Additional training and coaching on the model is available to all staff and consultants*)
  - Unrestricted dollars – Sufficient unrestricted income and reserves are necessary to carry out missions. The only sources for such funds are from mission related earned income or contributions from individuals.

- Organizational focus – Knowing “who you are” and “where you are going” are critical for long-term success. Chasing money not related to mission or failing to maintain the discipline to follow a pre-determined plan impairs an organization’s ability to succeed.
- Board-staff balance – A competent board understands its role. It monitors the organization’s strategic activities and recruits the best CEO to implement the mission. The CEO and board share power and work in a relationship of trust and respect.
- Complementary collaborations – Developing mutually beneficial relationships provides efficient and effective use of resources. No organization can maintain its focus and accomplish its mission without strategic partnerships.
- We treat all individuals with respect, civility, patience, and admiration to their face, and behind their back. While we may not agree with some individuals on certain issues, since they are usually a volunteer or a committed staff member who has dedicated a life to serve their communities, they are in fact “heroes” and should be treated as such. The expectations listed below exemplify the behavior we strive for.
  - It is never appropriate for Foraker consultants to refer to our clients in any way that minimizes their humanity.
  - When we speak of others behind their backs and know that such conversation would cause embarrassment if disclosed, we have violated this principle.
  - When we criticize others in public or private, we open ourselves to such scrutiny.
  - When we lose our ability to be professional when working with a client, and we fail to be civil, we move as quickly as possible to apologize for our actions.
- We do not know everything; in fact, at Foraker we epitomize humility and candor, not arrogance. Arrogance is the manifestation of insecurity. At Foraker, we work to become self-assured individuals and understand that when we achieve that standard we will not be arrogant.
  - We are competent and have the qualifications to provide insight on areas of expertise; however,
  - We are aware that others also have their knowledge and beliefs and we allow them to express their point of view;
  - We strive to provide guidance, alternatives, options and on most issues shy away from certainty or dogma;
  - We are always learning from everyone we meet and from every experience we have.
- We have no competition, only partners.
  - We refer organizations to other professionals whenever feasible, especially when we know that such professionals share our value of the sector.
  - We never express concern when our colleagues are recognized or chosen for service. There is more than enough need for us all to thrive.
  - When we cannot say something good about a partner, we say nothing.
- We strive for cultural competence.
  - While we can have strong personal convictions, those convictions are not appropriate to promote in our work.
  - We do not force people with different beliefs or customs to be like us, rather, we attempt to understand their beliefs and adjust our thinking in order to assist them.
- We never confront others in public. If we determine direct communication is warranted, we do so with discretion in a way we would want from others.

## **Recitals**

This professional services agreement is between The Foraker Group (Foraker), and **Consultant**. This professional services agreement does not guarantee any work from Foraker.

**Consultant** is an independent contractor and not an employee of Foraker, and will be responsible for all state and federal taxes associated with their work.

## **Scope of Services**

**Consultant** will provide general and technical assistance services to Foraker as deemed necessary and appropriate by Foraker. Specific strategies, tasks, deliverables, and timeframes will be outlined in a separate Scope of Work document.

**Consultant** agrees to perform and complete, within the scheduled completion dates and in a manner satisfactory to Foraker or Foraker Client, in Foraker's sole discretion. Consultant shall provide Foraker with reports of services as specified below and shall provide Foraker with records and files relating to Professional and Consulting Services in a manner consistent with Foraker policies.

## **Agreement Period**

**Consultant** will provide on-going services for a period of one year from the date of the signed contract or per the dates outlined in the scope of work whichever comes last. The **Consultant's** services will be evaluated after six months. The contract is renewable on an annual basis, assuming successful performance during the evaluation period. Either party may terminate this Agreement in writing at any time, with or without cause, and with no notice required of or from either party.

**Consultant** will provide Foraker a final accounting of all time and expenses not previously paid prior to the termination of this Agreement. Foraker will provide payment within 30 days of termination of this Agreement. Both parties agree that the terms of this Agreement will be reassessed each year.

## **Fees and Expenses**

**Consultant** is expected to submit invoices for payment based on the pre-approved scope of work, using the following rates:

Consulting rate                                      \$ per hour

All expenses related to performing general and technical assistance will be outlined in the Scope of Work and must be approved by Foraker in advance. If agreed services to be provided for a Foraker Client create an anticipation of incurring out of pocket expenses, prior to incurring the costs for such expenses, Foraker or the Foraker Client (with the approval of Contract Administrator) and Consultant will agree upon the expenditure and that billings for same will be issued to client from Foraker. Foraker will directly reimburse these approved out of pocket expenses incurred by the Consultant upon invoice. Expenses in excess of \$25.00 must be accompanied by a receipt. Approved out of pocket expenses incurred will be reimbursed as follows:

Travel costs (by coach class);

Reasonable lodging costs;

Reasonable car rental (if ground transportation amounts to more than car rental); and

Reasonable meal expenses

For car trips outside the Anchorage bowl, a mileage allowance of the federal rate will be provided.

Foraker will provide payment within 30 days of invoice.

Consultant administrative time is not compensated under this Agreement. The Consultant will provide all tools necessary to complete the Scope of Work. These tools include a PC compatible computer and electronic access to the Internet in the office or workplace of the Consultant. Foraker will not supply office space from which to conduct the agreed business, but will provide meeting rooms available as necessary for Professional and Consulting Services.

## **Consultant Travel Time**

It is Foraker's policy not to charge Foraker Clients for Consultant travel time. The exception to this policy is if the Foraker client(s) agrees to reimburse Foraker for travel time, or if travel time is built into the grant/contract with the client(s). Foraker will not reimburse consultant for travel time unless Foraker is able to be reimbursed for the travel time. The consultant's travel time costs will be pre-approved by Foraker.

## **Statement of Services/Billing**

By the 5th day of the each subsequent month, for each month, Consultant will submit a detailed activity report to Foraker that outlines the hours worked or services/projects provided to Foraker or Foraker Clients to be billed for that month.

Foraker will issue payment under a net 30 agreement.

## **Confidential Information Disclosure**

During the course of, or incident to, performing services for Foraker, **Consultant** may acquire confidential information. All confidential information received through provision of these services shall not be disclosed to others, except Foraker, as appropriate.

Consultant will not, directly or indirectly, interfere with any business of Foraker, through the use of any confidential information or knowledge about the Foraker operations, use any confidential information with any person, organization, or entity, in any manner other than the Consultant's agents without the expressed written permission of Foraker.

### **Licensure**

Consultant is an independent contractor licensed to conduct business within the State of Alaska. The following information is required of Consultant:

- Tax Identification Number:

### **Indemnification**

Foraker indemnifies and holds harmless **Consultant** for any liability or costs, including attorney's fees and legal costs, arising from or in connection with any employment or workplace claims to which Foraker or its employees or Officers are named. This indemnification does not include or consider claims directed at **Consultant** individually for acts or omissions.

The **Consultant** shall indemnify, defend and save The Foraker Group harmless from and against all liabilities, claims, penalties, forfeitures, demands, suits, judgments, expenses, attorney's fees and losses ("Claims") in connection with bodily injury, including death, to persons or damage to tangible property, arising out of or related to the performance, or lack of performance, of the **Consultant**, its agents or employees or work under this Contract, or the **Consultant's** breach of any term or condition of this Contract.

### **Conflict of Interest**

**Consultant** will assure that neither the Consultant, nor agents of the Consultant will give or offer to any employee of Foraker or any associated Foraker Client agency any gift, payment, loan, promise of future payment or employment for services.

Foraker specifically understands that Consultant's independent contractor status could include Consultant providing services to agencies and organizations that may also be Foraker Clients in a capacity other than as a consultant of Foraker. Consultant agrees that any such services provided to or representation of agencies and organizations described will be memorialized in writing to which Foraker is not a party. Please attach a list of your current nonprofit clients in Alaska outside of the work you do with Foraker.

### **Compliance w/all state, federal and municipal statutes**

**Consultant** shall comply with all laws and statutes applicable to the services rendered by the Consultant and/or the agency. Laws and statutes are defined as federal, state, and local statutes, codes, ordinances, and regulations.

By signing this contract, the Consultant is stating that to the best of Consultant's knowledge and belief they are in compliance with all applicable federal and state tax laws and that all federal income and social security taxes due are paid current.

**Code of Conduct**

***Consultant*** shall comply with The Foraker Group's Code of Conduct and all Foraker Policies.

**Principal Point of Contact**

All correspondence and communication with Foraker about this agreement should be sent to:

Contact Name  
The Foraker Group  
Address  
City, State, Zip  
Telephone Number  
Email address

All correspondence and communication about this agreement should be sent to:

***Consultant***

address  
phone  
email

**Signatures**

The signatures below indicate that we understand and agree to the terms outlined above.

- I have read and understand the consultant guidelines and will work to maintain these standards.
- I have read and understand The Foraker Group Code of Conduct/Ethics and will work to maintain those standards.
- I have read and understand The Foraker Group Nonprofit Sustainability Model and will apply it to all work with our Partners and other customers.

\_\_\_\_\_  
Consultant Date

\_\_\_\_\_  
(Name) Date  
Foraker Group

## **Addendum for Pre-Development Consultants**

The following amendments are made to the terms of The Foraker Group Professional Services Agreement:

### **Fees and Expenses:**

Approved out of pocket expenses incurred by the Consultant in accordance with the scope of work will be reimbursed at cost plus 10%.

### **Consultant Travel Time:**

Pre-Development consultants will be paid for travel time at their standard hourly rate to a maximum of eight hours a day.

### **Statement of Services/Billing:**

Invoices may be submitted monthly or at the completion of a task. Invoices are not required to be submitted by the 5<sup>th</sup> of the month. Submit invoices to:

Contact Name  
The Foraker Group  
Address  
City, State, Zip

All other terms of the Professional Services Agreement remain in effect.

\_\_\_\_\_  
Consultant's Initials

\_\_\_\_\_  
The Foraker Group