

ATTACHMENT C

CONTRACT CONTROL FORM

INSTRUCTIONS: The Kodiak Area Native Association policy requires each contract originated by the organization be approved, in the following signature sequence: 1- Department Director, 2- Finance Director, 3- Contractor, 4- President and CEO.

When complete forward: Original Signed Contract, Form W-9, Alaska Business License, Proof of Insurance and Completed Contract Control Form to the Finance Department for filing.

Payments to the Contractor will not be released if the contract file has outstanding documents.

Note: It is the originator's responsibility to obtain all signatures and required documents.

Purpose of Contract: [Click here to enter text.](#)

Contractor Name: [Click here to enter text.](#)

Contractor Mailing Address: [Click here to enter text.](#)

Contractor Phone Number: [Click here to enter text.](#)

Attach copies of the following:

- Independent Contractor Agreement
- Business License
- Proof of Liability Insurance
- Proof of Workers Compensation Insurance
- Or**
- Statement certifying that contractor is a sole proprietor with no employees
- W-9

Line Item Number: [Click here to enter text.](#)

Total Amount of Contract: [Click here to enter text](#)

Time Period of Contract: [Click here to enter text](#)

Social Security/Employer I.D. #: [Click here to enter text](#)

SIGNATURE:

DATE:

A. DEPARTMENT DIRECTOR: _____

B. FINANCE DIRECTOR: _____

C. PRESIDENT and CEO: _____

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is entered into as of [Click here to enter text.](#), by and between the Kodiak Area Native Association (“KANA”), hereinafter referred to as the “Association,” and [Click here to enter text.](#) hereinafter referred to as the “Contractor.”

I. Purpose

The Association desires to retain Contractor and Contractor desires to provide the following services to the Association:

[Click here to enter text.](#)

In consideration of such services, Contractor and the Association hereby agree as follows:

II. Independent Contractor Relationship

The Parties agree and understand that in the performance of services under this Agreement:

1. Contractor is not an employee of the Association and Contractor will be solely liable for social security, unemployment and other taxes, whether state or federal;
2. Services will be performed with no direct supervision from the Association; and
3. While the desired results of services will be mutually agreed upon, the Association will exercise no control or direction as to the means and methods for accomplishing this result.

III. Term

The term of this Agreement will be: [Click here to enter text.](#) through [Click here to enter text.](#). This Agreement may be extended by mutual agreement in writing, and if extended may be canceled upon thirty (30) days written notice by either party.

IV. Scope of Work

[Click here to enter text describing work to be performed.](#)

V. Compensation

The Association shall pay Contractor for the Purpose stated above based on the fees for professional services as follows:

[Click here to enter text.](#)

All compensation due to Contractor will be paid within thirty (30) days of delivery to the Association, an invoice from Contractor for all services rendered. Contractor agrees to submit such invoice within sixty (60) days of the date the work was performed. Contractor agrees that the Association shall have no liability whatsoever to pay for any work not invoiced as outlined.

VI. Property of Association

Contractor and Association agree that all work produced as a result of this Agreement, shall be the sole property of the Association. Such work includes, but is not limited to, notes, reports, tapes, and completed evaluation forms.

VII. Confidentiality

All information accumulated in records maintained by the Association regarding patients or clients is governed by a combination of the Federal Privacy Act, the Health Information and Accountability Act, the Freedom of Information Act and other privacy laws, rules and regulations. Contractor agrees and acknowledges all case records, histories or personal and regular files, computerized or written, containing client and patient information are the property of the Association. Contractor understands that patient/client records are to be accessed only to carry out the Purpose of this Agreement.

In addition, Contractor agrees that any information learned about the Association's finances, business practices or its clients and patients as a result of carrying out this Agreement shall not be disclosed to any person, firm, corporation or other entity.

VIII. Liability Insurance

Contractor shall obtain the following insurance to cover any claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses, resulting from the negligent or wrongful acts or omissions of Contractor or its employees arising from or relating to the performance or nonperformance of services under this Agreement.

1. Workers Compensation Insurance – As required by law. Where applicable, coverage mandated by federal statutes must also be included.
2. Employers Liability Insurance – Not less than the following:

Each Accident	\$500,000
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Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

3. General Liability Insurance – Bodily injury, personal injury and property damage with a combined single limit of not less than \$1 million each occurrence and \$1 million aggregate.
4. Automobile Liability Insurance – Bodily injury and property damage coverage with a combined single limit of not less than \$1 million for each occurrence.

The automobile liability policy shall include coverage for owned automobiles (where applicable) as well as non-owned and hired automobile coverages.

Contractor shall provide the Association with certificates evidencing such coverage.

IX. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the Association from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation attorneys' fees, suffered by the Association arising from or in connection with any negligent or wrongful acts or omissions by the Contractor or by its employees, directors, officers, subcontractors, or agents, arising from or relating to the performance or nonperformance of services under this Agreement. This indemnity shall not be construed to limit the Association's rights, if any, to common law indemnity or federal tort coverage to the extent it applies. The obligations under this section shall survive termination of the Agreement.

X. Right to Act as Contractor

Contractor hereby warrants that she/he is not subject to any restriction which would prevent her/him from entering into or carrying out the provision of this Agreement.

XI. Local and Internal Laws

Contractor agrees to at all times comply with all applicable federal, state and local laws and regulations.

XII. Termination

This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party. However, violations of Section VI of this Agreement will result in the immediate termination of this Agreement.

XIII. General Provisions

1. The term "Agreement" includes any amendments, modifications or supplements herein. The terms, provisions and conditions of this Agreement may be modified, altered, amended, changed or supplemented only by an agreement signed by the Contractor and an officer of the Association.
2. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, discussions or representations, oral, written with respect to the subject matter hereof.
3. No purported subcontract, delegation, assignment or transfer by Contractor of this Agreement, or any of the duties or obligations, rights or remedies (whether in whole or in part) will be binding upon the Association without prior written consent of the Association, which, in view of the nature of the services to be provided by the Contractor, may be withheld at the sole discretion of the Association.
4. This Agreement does not constitute either party as the agent, employee or representative of the other for any purpose whatsoever. Neither party is granted any express or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever.
5. The validity, interpretation, and performance of this Agreement will be controlled by and construed under the laws of Alaska, the state in which this Agreement is being executed.
6. Contractor certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. (Per Appendix A)

EXECUTED as of the day and year first written above.

Contractor acknowledges that she/he has read and understands the terms of this Agreement.

Click here to enter text.

Date

Kodiak Area Native Association

Date

CONTRACT APPENDIX A

Click here to enter text. certifies that:

- a. It and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph "a" of this certification;
- d. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default; and

Where the Subcontractor is unable to certify any of the above statements in this certification, he or she shall attach an explanation to this contract.

Click here to enter text.

Date

Kodiak Area Native Association

Date