



INDEPENDENT CONTRACTOR SERVICE AGREEMENT (ICON)

Part I. Contractor Information

Contractor Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Cell _____ Fax _____

Taxpayer ID # _____

Are you a U.S. Citizen? Yes No If "No," provide your Visa type: _____

If you are not a U.S. Citizen or a legal Resident Alien, you will be required to complete additional documents.

Do you have any relatives at Cochise College? Yes No

If "Yes," provide name and department: _____

Are you retired from the Arizona State Retirement System? Yes No If yes, additional information will be requested.

Part II. Independent Contractor Test

Section A – Relationship with Cochise County Community College District (COLLEGE)	YES	NO
1. Do you currently work for COLLEGE as an employee?		
2. Has COLLEGE extended you an offer of employment?		
3. Have you worked as an employee of COLLEGE during the 12 months prior to the date of this contract? <i>If "Yes," to any of these three questions, STOP! Individual must be treated as an employee. Contact Human Resources. Otherwise continue to Section B.</i>		
Section B – Classification Guidelines	YES	NO
1. Is your engagement with COLLEGE as an Entertainer, Performer or an Art Exhibit Provider? <i>If "Yes," treat as an Independent Contractor and skip to Part III.</i>		
2. Is Contractor providing Guest Speaker or Guest Lecturer Services? <i>(If "No," proceed to B.3)</i> a. Other than use of multimedia equipment, will COLLEGE provide you with, or reimburse you for, course materials/supplies and/or equipment? <i>If "Yes," STOP! Individual must be treated as an employee. Contact Human Resources. Otherwise Continue with question b.</i>		
b. Have you provided your services to Cochise College less than 5 times in the past 12 months? <i>If "Yes," treat as an Independent Contractor and skip to Part III. Otherwise continue with Question c.</i>		
c. Will COLLEGE provide specific instructions regarding performance of the work required rather than relying on your expertise? <i>If "Yes, STOP!" Individual must be treated as an employee. Contact Human Resources. Otherwise treat as an Independent Contractor and skip to Part III.</i>		
3. If other than Speaker, Entertainer, Performer or Art Exhibit Provider: a. Have you provided the same or similar services as an Independent Contractor to other unrelated entities or to the general public as a trade or business during the last 12 months? b. Will your period of service be performed within a finite timeframe? <i>If the answers to questions a and b are "Yes," treat as an Independent Contractor and skip to Part III. Otherwise, continue with question c.</i> c. Will COLLEGE provide specific instructions regarding performance of the required work rather than relying on your expertise? d. Will COLLEGE set the number of hours and/or days of the work week that you are required to work as opposed to you setting your own work schedule? <i>If the answer to question c or d is "Yes," STOP! Individual must be treated as an employee. Contact Human Resources. Otherwise treat as an Independent Contractor and skip to Part III.</i>		

Section C – Extenuating Circumstances to Classify as an Independent Contractor	YES	NO
1. Is there an industry norm whereby the majority of individuals performing this type of service do so as Independent Contractors? If "Yes," explain:		
Other:		
<i>Extenuating Circumstances warrant treatment as an Independent Contractor.</i>		

Part III. Scope of Work

CONTRACTOR hereby agrees to furnish the following services to COLLEGE: _____

for the period _____ to _____ at the following location(s): _____

CONTRACTOR agrees to perform the listed services to the best of his or her ability during the duration of this Agreement.

Part IV. Payment

As consideration for the satisfactory performance of this agreement, COLLEGE agrees to pay to CONTRACTOR the following:

Type of Payment	Amount	Check if paid to a 3 rd party by COLLEGE
Fee for Service (fixed)	\$ _____	
Additional Estimated Costs:		
Airfare (not to exceed)	\$ _____	
Lodging (not to exceed)	\$ _____	
Meal Per Diem (in accordance with Section II D-6 of the Arizona Accounting Manual)	\$ _____	
All Other Costs (must be supported by itemized original receipts)	\$ _____	
TOTAL MAXIMUM PAYMENT NOT TO EXCEED	\$ _____	

CONTRACTOR agrees to invoice COLLEGE for these services monthly, quarterly, annually upon completion of the contract (check one). **CONTRACTOR and COLLEGE agree that payment to CONTRACTOR will ONLY be made upon timely submission of invoice(s) referencing COLLEGE Purchase Order together with itemized original receipts for all expenses, the total of which is not to exceed the maximum indicated above. Reimbursement for meals also requires itemized original receipts and will be reimbursed up to the maximum allowable Per Diem rate at the time services are rendered.**

NO PAYMENT WILL BE MADE UNTIL COLLEGE RECEIVES A FULLY COMPLETED AND SIGNED IRS FORM W-9.

The CONTRACTOR shall retain, and shall contractually require each Subcontractor to retain all books, accounts, reports, files and other records relating to the performance of the contract for a period of six (6) years after the completion of the contract and to make such documents open to inspection and audit by COLLEGE at reasonable times with reasonable notice.

Part V. General Provisions

This contract will be considered to be binding on the parties unless written cancellation by either party is provided to the other no later than two (2) weeks prior to the contract start date indicated above. This contract is subject to cancellation in accordance with the provisions of Arizona Revised Statue 38-511 regarding conflict of interest. This contract may also be terminated at any time by mutual written consent, or by COLLEGE, at its convenience, with or without cause, in whole or in part, upon the provision of thirty (30) days written notice to the CONTRACTOR. If this contract is terminated prior to its anticipated completion, COLLEGE shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material actually received by COLLEGE prior to the effective date of such early termination. CONTRACTOR is hereby notified that COLLEGE will issue an IRS Form 1099 to CONTRACTOR based on the information herein.

Part VI. Confidentiality

All written student requests shall be kept confidential in accordance with the Family Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act; the individuals with Disabilities Education Act ("IDEA" and "IDEIA") and regulations adopted thereunder; the Health Insurance Portability and Accountability Act (HIPAA) and regulations adopted thereunder; and applicable COLLEGE policies regarding the disclosure of personally identifiable information from students' education records.

Part VII. Indemnity

Unless otherwise expressly provided, CONTRACTOR and COLLEGE shall be individually responsible for the conduct of its own operations and performance of contract obligations and for any accidents, injuries to or the death of persons or damage to or loss of property arising out of negligent or wrongful acts or omissions by its officers, agents or employees acting in the course or scope of their employment and/or while performing duties undertaken pursuant to this agreement. The CONTRACTOR and COLLEGE shall each indemnify the other for the acts or omissions of its own officers, agents, or employees acting in the course of scope of their employment that may lead to any claims, liability, loss, or expense brought against the other party, including reasonable costs, collection expenses, and attorney's fees incurred in the defense of the claim.

Part VIII. Liability Insurance

Unless waived in advance by the Director of Procurement Services, CONTRACTOR must provide to COLLEGE, no later than two (2) days prior to contract start date, a current certificate of general liability insurance with a minimum of \$1M coverage in the aggregate naming COLLEGE as additional insured. This agreement shall be deemed canceled should CONTRACTOR fail to provide such certificate.

Part IX. Signatures

By signing below: I warrant and affirm that the information provided herein is true, complete and correct; I agree to all of the above General Provisions and all terms of the agreement; I agree to personally indemnify and hold Cochise County Community College District harmless from any claim, damages or liabilities resulting directly or indirectly from reliance thereon; I understand that I qualify or do not qualify (must check one, and only one) as an Independent Contractor and that I am responsible for any taxes resulting from this engagement; I understand that entering into this agreement does not make me eligible for employee benefits including but not limited to health, dental, and Arizona State Retirement.

CONTRACTOR Signature: _____ Date: _____

Approvals:

Budget Manager (Print Name and Sign) Date: _____

Dean/Director (Print Name and Sign) Date: _____

By signing below, COLLEGE agrees to all of the above terms and conditions of this agreement. Further, I have reviewed the information provided on this form and contacted the department/unit representative for additional information as I deemed necessary. Based upon my review, I have determined that the individual named in Part I qualifies does not qualify (must check one, and only one) as an Independent Contractor as that term is defined by the Internal Revenue Code.

COLLEGE President or Designee _____ Date: _____
(Print Name and Sign):

Questions or concerns regarding this form should be directed to Procurement Services at (520) 452-2601

<p>For Cochise College use only</p> <p>Waiver of Part VIII Insurance: _____</p> <p>Purchase Requisition #: _____</p> <p>Purchase Order #: _____</p>
