****

**Independent Contractor Agreement
Administration** **Policy**

Contract administration is an important aspect of successful businesses, and consists of actions taken by the contract issuer (CoDA) to monitor the activities of the contractors to assure successful performance.

The ongoing challenge is maintaining open and effective communication, timely delivery of quality products and services to CoDA, responsive corrective actions to problems, and compliance by both parties with all agreed-upon terms and conditions in the contract.

For the purposes of this policy, the term “contract” refers to both agreements with outside vendors (such as accountants, web and legal services) and FSW Agreements.

**Independent Contractor Agreement**

For contracts with outside vendors (such as accountants, web or legal services), the process starts with a scope-of-work document that describes the needed services. This scope-of-work will be developed by the appropriate CoDA Board members, or others as identified by the Board of Trustees, and submitted to at least three possible vendors in order to obtain a quote*, if appropriate.\** This competitive contract process will ensure a high level of openness, fairness, impartiality, transparency and buying rigor to maximize the best return for CoDA. The Board of Trustees will review the bids received through this process, interview them (if necessary) and choose the vendor that provides the best overall value for CoDA.

*\* Waiver of this three bid policy may occur based on determination by the Board of Trustees that enough acceptable competition cannot be obtained, that there is an obvious vendor with history that meets all the qualifications, or there is insufficient time to develop adequate competition. This decision must be in a written statement and accepted by the Board.*

**Sample Agreement**

In cases where the professional contractor does not havea standard contract, the CoDA Sample Independent Contractor Agreement will be used (see *Independent Contractor Agreement.)*

**Contract Reviews**

It is advised that the Board of Trustees, or other body as assigned, briefly review CoDA contracts every six months, or annually, to assure vendor compliance. Contract compliance will be reviewed immediately if any question or issue arises that places the vendor’s compliance in question.

**Breach of Contract Actions**

 ***Minor Breach***

If CoDA determines that the contracted party (paid FSW or outside vendor) has only engaged in a minor breach of contract, the Board of Trustees may dictate that the contracted party be provided a specific amount of time to remedy the breach. The breaching party should be allowed time to remedy the problem. Minor breaches are breaches that do not involve the most important aspects of the agreement, such as: abuse or mistreatment of members or other volunteers, failure to communicate on a regular basis, failure to meet time and task commitments and to provide sufficient notice when not available, or the failure to follow the CoDA Principles (FSM).

***Material Breach***

If CoDA determines the contracted party has committed a material breach of contract, the terms of the contract will dictate how the breach will be handled. As outlined in each contract, cancellation or termination steps will be taken. Major breaches are breaches that involve the most important aspects of the agreement, such as: theft of property or misuse of CoDA materials, blatant non-performance of the scope of services/job description, or gross misconduct.

**Contract Retention**

Contracts will be kept for a period of six months after normal completion and one year after a termination or early cancellation.