

**PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
SOUTHCENTRAL FOUNDATION AND SUPPLIER NAME**

This Professional Services Contract (the "Agreement") is made and entered into on Contract Start Date (the "Effective Date"), by and between Supplier Name, Supplier Primary Address Street1, Supplier Primary Address City, Supplier Primary Address State Supplier Primary Address Postal Code (hereinafter referred to as "Contractor") and Southcentral Foundation, 4501 Diplomacy Drive, Anchorage, Alaska 99508 (hereinafter referred to as "SCF") the tribal organization designated by Cook Inlet Region, Inc. to provide healthcare services to Alaska Native and American Indian beneficiaries of the Indian Health Service pursuant to P.L. 93-638, as amended, the Indian Self Determination and Education Assistance Act, and Section 325 of P.L. 105-83.

The purpose of this Agreement is to Contract Purpose.

1. Scope of Services

- a. Contractor shall provide all labor, equipment, and materials needed to Description of Work, located at Address/Location of Work, as described in Contractor's quote dated Contractor's quote date, which is incorporated by reference into this Agreement as Exhibit A.

- b. SCF shall... **[DELETE IF NOT NEEDED]**

2. Term

The term of this Agreement shall commence on the Effective Date and shall continue Term of Agreement. This Agreement may be extended by mutual written agreement of both parties, contingent upon continued funding.

3. Compensation

- a. Payment to Contractor shall not exceed \$Contract Maximum Value.
- b. Additional services performed by Contractor that are not specifically provided for in this Agreement will be not compensated; nor may Contractor perform any services not covered by the Agreement unless the services are specifically approved in writing by the SCF Program Manager or another authorized SCF agent.
- c. All invoices should include a brief description of the work completed (e.g. dates, number of hours, location services performed, applicable SCF program) and **SCF Contract Number: Contract Number**.
- d. Contractor shall email invoice to: both the department contact email and SCFAPPillar@scf.cc or mail Southcentral Foundation, ATTN: Accounts Payable, 7033 E. Tudor Road, Anchorage, Alaska 99507.

4. Termination

- a. Either party may terminate this Agreement, in whole or in part, for cause, at any time by written notice of the terminating party to the other party. Either party may terminate this Agreement, in whole or in part, without cause, by 30 day written notice of the terminating party to the other party. Notice of termination will be sent by certified mail. If hand delivered, then the delivery of the notice of the termination shall be evidenced by a signed and dated receipt. The obligation to pay monies due under this Agreement for service provided prior to the termination if any, shall survive termination.
- b. Upon termination, Contractor shall immediately deliver to SCF all documentation including, without limitation, medical, dental or behavioral health charts; x-rays; drawings; specifications; calculations; notes; files; and computer data relating to the services performed hereunder. All such documents will be the exclusive property of SCF and SCF may use such documents as it may choose, including for completion of the work assigned hereunder by it or other contractors. Failure to deliver the above-referenced documents shall be cause for SCF to withhold all payments due Contractor.

5. Status of Independent Contractor

The parties intend that Contractor shall provide the work described in this Agreement as an independent contractor. As an independent contractor, Contractor is not an employee of SCF. Therefore, payments made to Contractor by SCF for this Agreement will not be eligible for unemployment compensation or other similar benefits. Contractor is responsible for paying all employment, income and any other taxes with respect to such payments. Neither Contractor nor any party employed by Contractor shall be deemed for any purpose to be an employee, agent, servant or representative of SCF. Further, Contractor shall not assert in any legal proceedings arising out of this Agreement that Contractor or any party employed by Contractor is an employee or loaned servant of SCF.

6. Liability

Contractor shall not do, nor permit anything to be done, which in any manner shall subject SCF to any liability as a result of this Agreement. Contractor shall be solely responsible for the supervision, acts and omissions of its employees, subcontractors, if any, and agents.

7. Federal Tort Claims Act

All claims for damages by any person alleged to have been caused while carrying out this Agreement shall be governed by the terms of and to the extent provided by Public Law 101-512 and the Federal Tort Claims Act, 28 U.S.C. 2671-2680, as implemented, and such claims will be made in accordance with 28 C.F.R. Part 14 and related law.

8. Indemnity

Notwithstanding Section 7, Federal Tort Claims Act, each party (as the "Indemnifying Party") will indemnify, hold harmless, and defend the other party (as the "Indemnified Party"), including its officers, directors, employees, agents, and subcontractors, if any, from and against any and all liability, including but not limited to fines, penalties, settlements, judgments, awards, attorney's fees, and costs and expenses, for all actions, claims, damages, losses, and expenses arising directly or indirectly as a result of

any strict liability, error, omission, or negligent act or willful misconduct of the Indemnifying Party, its assignee, subcontractor, or anyone directly or indirectly employed by it or them in the performance of this Agreement, except for any claims or damages caused solely as a result of the willful misconduct of the Indemnified Party. Any claims, damages, liability, losses and expenses arising out of or resulting from or sustained in connection with the performance of work, under this Agreement, that are the result of the negligence or willful misconduct of both parties, will be apportioned on a comparative fault basis. This provision shall survive the termination of this Agreement with respect to acts or omissions that occurred prior to termination and shall be in effect during all applicable statutes of limitations.

9. Insurance Requirements

See Appendix A attached hereto.

10. Compliance with Legal Obligations and SCF Code of Conduct

Contractor agrees to comply with all federal, state and local laws; ethical, environmental or safety business standards; and any underlying agreement or grant provisions to which SCF is subject. Contractor shall ensure that the provision of services and/or expenditure of funds under this Agreement do not violate any laws, business standards, or underlying agreement or grants. Contractor shall be responsible for any damage or injury not caused by SCF as a result of Contractor's, or any subcontractor's or their employees', servants', or agents' failure to comply with any law, applicable business standard, or underlying agreement or grant. Furthermore, Contractor has been supplied with a copy of SCF's Code of Conduct and agrees to comply with its provisions and to complete SCF compliance training if necessary.

11. Confidentiality

- a.** Contractor and SCF shall protect the Proprietary Information of the other and shall keep all such Proprietary Information confidential. Proprietary Information shall be disclosed only on a need-to-know basis. "Proprietary Information" means non-public information of competitive or commercial value to the Discloser; and personal or medical information regarding the Discloser's employees, customers, patients and staff, which either: (i) the Discloser has designated as confidential (by legend or other reasonable means); or (ii) a reasonable person would recognize as confidential or proprietary in nature. Any disclosures made by SCF to Contractor are made in reliance on this Section and Contractor's agreement to maintain confidentiality. Contractor acknowledges that certain information that may be disclosed to it by SCF may be subject to special disclosure limitations under federal, state or local law, and Contractor expressly agrees to comply in all respects with any such laws. Contractor shall be responsible for any breach by its employees or subcontractors of this Section.
- b.** All medical information and/or data concerning specific patients (including but not limited to, the identity of the patients), derived from or obtained during the course of the services under this Agreement, shall be treated by Contractor as confidential so as to comply with all applicable local, state and federal laws regarding the confidentiality of patient records and the privacy, security, and administration of health information. Such medical information and/or data shall not be released, disclosed or published to any party other than as required or permitted under applicable laws. Such applicable laws include, but are not limited to, the Federal Privacy Act, 5 U.S.C. §552a(b); the Public Health Service Act, 42 CFR Part 2; and the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA"), 42 U.S.C. § 1171 et seq. and regulations issued under it. This provision shall survive the termination or expiration of this Agreement.

- c. All obligations of Contractor regarding confidentiality and disclosure of information contained in this Agreement shall survive the termination of this Agreement and remain binding upon Contractor and its successors and assigns.

12. HIPAA Compliance

- a. Contractor and SCF shall carry out their obligations under this Agreement so as to (i) ensure that the provision of services contemplated therein complies with all applicable laws and regulations, including privacy regulations now in effect pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA") to protect the privacy of any individually identifiable patient information ("Protected Health Information") that is learned as a result of the services provided pursuant to the Agreement, and (ii) implement any changes required during the term of the Agreement which are necessary to adapt the services to comply with any future applicable laws or regulations, including, without limitation, additional privacy and security requirements promulgated under HIPAA and other applicable State and Federal laws and regulations.
- b. Contractor and SCF agree that they will (i) not use or further disclose Protected Health Information obtained or accessible by it as a result of its performance under the Agreement other than as permitted or required thereunder or by law, (ii) use appropriate safeguards to prevent use or disclosure of such Protected Health Information except as permitted by the Agreement, (iii) report to the other party any use or disclosure of Protected Health Information not provided for in the Agreement of which it becomes aware and mitigate, to the extent practicable, any harmful effect of such use or disclosure, (iv) ensure that any agents, including subcontractors, to whom it provides Protected Health Information, or who have access to Protected Health Information, agree to the same restrictions and conditions that apply to Contractor with respect to such Protected Health Information, (v) make available Protected Health Information to the individual who has a right of access under State and/or Federal law or regulation, (vi) make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information, (vii) make available the information required to provide an accounting of disclosures, (viii) make its internal practices, books and records relating to the use and disclosure of Protected Health Information received or obtained from the other party, or created or received by Contractor available to the Secretary of HHS for determining Provider's compliance with Federal regulations, and (ix) unless prohibited by law, at the termination of the Agreement, return or destroy all Protected Health Information received from, or created on behalf of, the other party to the Agreement.
- c. In the event that Contractor or SCF breaches any of the above provisions, or declines to implement any changes that are required or reasonably requested to ensure compliance with such laws and regulations, the non-breaching party may immediately terminate the Agreement with notice of termination to the breaching party.

13. Notices

All notices and other required communications ("Notices") shall be sent to the addresses set forth below. All Notices shall be given by (a) personal delivery with written acknowledgement of receipt, or (b) by registered or certified mail, return receipt requested, or (c) by courier service. All Notices shall be effective

and shall be deemed delivered on the next business day after actual receipt. Either party may change its address for Notice from time to time by so notifying the other in accordance with this provision. All Notices and other required communication to the parties shall be addressed respectively as follows:

Southcentral Foundation

Attn: Kate Lynch, MBA, Manager of Contracts
7033 E Tudor Road
Anchorage, Alaska 99507
Tel: (907) 729-3007

Supplier Name

Attn: Signing Authority's Name, Signing Authority's Title
Signing Authority's Address
Signing Authority's City State ZIP
Tel: Signing Authority's Phone Number

14. Amendment/Modification

This Agreement may be amended by mutual written consent of both parties to be attached hereto and incorporated herein, and executed by Contractor and the SCF President/CEO. SCF at its discretion may amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for any other reason. If such amendments result in a change in the funding, the scope of service or schedule, or the activities to be undertaken as a part of this Agreement, such modification will be incorporated only by written amendment executed by both the SCF President/CEO and Contractor.

15. Monitoring

SCF may establish a schedule for periodic review of Contractor's performance. Review may be at least once a year, or as frequently as SCF determines necessary.

16. Lobbying

The undersigned representative of Contractor certifies, to the best of his/her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, or cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

17. Exclusion and Debarment

Each party represents and warrants that no adverse action by the federal government that will or may result in mandatory or permissive exclusion from a federal healthcare program pursuant to 42 U.S.C. §1320a-7 has occurred or is pending or threatened against it, its principals, its affiliates, or to the best of its knowledge, against any of its employees, agents or subcontractors providing services under this Agreement. Each party additionally represents and warrants that neither it, its principals, its affiliates, and to the best of its knowledge, its employees, its agents, nor its subcontractors providing services under this Agreement are suspended, debarred, or otherwise determined to be ineligible for award of contract, grant or cooperative agreement by any federal, state, or other governmental body.

Each party shall immediately provide written notice to the other party of (1) its receipt of a notice of an adverse action by the federal government against any of the individuals or entities specified above that will or may result in mandatory or permissive exclusion from a federal healthcare program pursuant to 42 U.S.C. §1320a-7, (2) the date of any adjudication or determination that any of the individuals or entities specified above has committed any action that would subject it/them to mandatory or permissive exclusion under 42 U.S.C. §1320a-7, or (3) a notice of an adverse action by a governmental body against any of the individuals or entities specified above that will or may result in a determination of ineligibility for award of contract, grant or cooperative agreement. In the event either party fails to provide the other party with such written notice, or it is discovered that either party's representations contained herein are false, the other party has the right to immediately terminate this Agreement.

18. Nondiscrimination

Except as provided in Section 19, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or "qualified individual with a disability status".

19. Alaska Native/American Indian Preference In Employment and Training

Pursuant to Section 7(B) of P.L. 93-638, 25 U.S.C. §5307(b), the Indian Self-Determination and Education Assistance Act, Contractor shall give preference in all phases of employment and training for all work performed under this Agreement to qualified Alaska Natives and/or American Indians regardless of age, marital status, religion, sex, or "qualified individual disability status," to the extent authorized by prevailing law or SCF's Compact with the U.S. Indian Health Service.

20. Risk Management and Incident Reporting Cooperation

The parties agree to cooperate with each other's reasonable risk management and quality assurance activities, to the extent applicable to the services provided under this Agreement. Should a party become aware of an incident or claim which may give rise to a claim under any applicable professional liability policy of insurance; the party shall notify the other party within a reasonably prompt time after becoming aware of the incident or claim. The obligations of this provision shall survive termination of this Agreement.

21. Terms of Underlying Agreement or Grant

This Agreement may be subject to an underlying Agreement or Grant (“The Underlying Agreement or Grant”). The terms and conditions imposed upon SCF in an Underlying Agreement or Grant are applicable to and binding upon Contractor. A copy, if applicable, of the Underlying Agreement or Grant is available for Contractor’s review at SCF’s place of business. In the event of a conflict between the terms and conditions of this Agreement and an Underlying Agreement or Grant the terms of an Underlying Agreement or Grant shall control.

22. Criminal Background Investigation

Contractor and any individual employed by Contractor providing services under this Agreement shall be subject to SCF’s background check policy and procedure. Contractor and any individual employed by Contractor providing services under this Agreement shall be screened for listing as an “Excluded Person/Party” on the Federal System for Award Management and shall also undergo a criminal history screen to ensure that they meet the criminal history standards set forth in all applicable local, state and federal laws including, but not limited to, the Social Security Act, 42 U.S.C § 1320a-7; the Indian Child Protection and Family Violence Prevention Act, 25 U.S.C. § 3201 et seq., the Crime Control Act of 1990, 42 U.S.C. Sec.13041 et seq.; and the Alaska Criminal History and Barrier Crimes Statutes and Regulations, AS 47.05.300 et seq.; 7 AAC 10.

Prior to providing services under this Agreement, Contractor and any individual employed by Contractor providing services under this Agreement shall submit to any necessary criminal background investigation. SCF may perform such investigation and may invoice Contractor for the costs of fingerprinting (if necessary) and applicable criminal history screening. If Contractor and/or any individual employed by Contractor providing services under this Agreement do not meet SCF’s criminal history requirements, SCF will provide written notice to Contractor and this Agreement may be terminated immediately.

During the term of this Agreement, Contractor shall immediately provide to SCF written notice of any arrests, charges, convictions, or any other criminal legal action taken against Contractor and/or any individual employed by Contractor providing services under this Agreement. SCF may terminate this Agreement immediately if Contractor fails to provide to SCF written notice of such criminal legal action.

23. Health Requirements

Contractor shall comply with SCF’s immunization requirements to include: MMR (documentation of 2 vaccines or proof of immunity via a titer), Varicella (documentation of 2 vaccines or proof of immunity via a titer), Hepatitis B series (documentation of 2 or 3 dose vaccine series or proof of immunity via a titer) , at least one Tdap on record and/or Tdap or TD within the last 10 years, COVID-19 (documentation of full vaccination – this means two weeks post second shot of Pfizer monovalent, Moderna monovalent, Novavax or two weeks post single shot of Johnson and Johnson, Pfizer bivalent or Moderna bivalent), documentation of PPD skin testing placement with reading or QuantiFERON lab for Tuberculosis within previous 12 months, and annual Influenza vaccine by October 30th of each year. Contractor shall comply with any SCF screening protocols that may be in place as part of SCF’s emergency preparedness or response procedures, prior to coming onsite. Contractor shall maintain physical distancing of at least six (6) feet and wear a mask as required. **[DELETE THIS SECTION IF NOT APPLICABLE]**

24. General Provisions

- a. **Governing Law, Venue, and Jurisdiction.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Alaska and the United States of America. All parties expressly agree that should litigation or any legal proceeding be necessary under this Agreement, the same shall be commenced exclusively in Alaska Superior Court, Third Judicial District at Anchorage or in the United States District Court for the District of Alaska.
- b. **Legal Construction/Severability.** This Agreement has been negotiated by the parties and their respective legal counsel, if any, and the parties intend and agree that the rule of construction that a document is construed against the drafting party shall not apply to this Agreement. In case any provision of this Agreement is found by a court of law to be invalid, unenforceable, or in violation of law, this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein and all remaining provisions of this Agreement shall continue to be valid and binding upon the parties.
- c. **Ownership of Materials.** All data, materials and documents developed or produced as deliverables under this Agreement (e.g., original computer disks, hard copies of information stored on computer disks, pamphlets, brochures, media releases, video including copyrights, etc.) will automatically become the property of SCF and remain the property of SCF without further compensation to Contractor. Any and all such materials and documents must be submitted to SCF upon expiration or termination of this Agreement. Contractor expressly agrees to ensure that this provision is included in any subcontract of services hereunder. If applicable, Contractor agrees to sign the copyright agreement attached hereto and incorporated herein. Notwithstanding anything else in this Section, Contractor shall retain ownership of templates used in the creation of the work product and components or modules of the work product which provide business or technical information or utility not unique to SCF's business. To the extent that Contractor's templates, skills, or knowledge are embedded in any work product or deliverable provided to SCF, Contractor grants SCF a perpetual, royalty-free, non-transferable limited license to use such templates, skills or knowledge in the ordinary course of its business as a provider of healthcare services.
- d. **Audit and Examination of Records.** Contractor agrees to maintain and make available for review by SCF all books, records, documents and other evidence pertaining to costs and expenses of this Agreement for examination and audit by SCF for a period of seven (7) years from and after the termination of this Contract. SCF shall have the right to make copies of documents audited and such copies will become the confidential property of SCF.
- e. **Media Contact.** Contractor, its employees, agents, and subcontractors shall not contact any member of the print or electronic media as a representative of SCF without the prior written approval of the President/CEO of SCF. If any member of the print or electronic media contacts Contractor asking for information, Contractor will refuse to comment and will refer the inquiry to SCF's Office of Corporate Communications. Further, Contractor will not use SCF's name in any advertising, publications, promotional materials or publicity release concerning this Agreement or the services performed under it.
- f. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral agreements, representations and conditions

between the parties with respect thereto. [DELETE IF NOT APPLICABLE: Notwithstanding this provision, if applicable, the parties agree to comply with the terms of the HIPAA Business Associate Addendum attached to this Agreement as Appendix B.]

- g.** Captions. Titles or captions contained herein are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of the Agreement or any provision thereof.
- h.** Successors, Assignment or Delegation. This Agreement may not be assigned or subcontracted or otherwise transferred by Contractor without the prior written consent of SCF, which SCF may withhold for any reason or for no reason, in its sole and absolute discretion, and any assignment or other transfer in violation hereof shall be null and void and of no force or effect. If SCF consents to an assignment or subcontract of all or any portion of this Agreement, Contractor warrants to SCF that the assignee or subcontractor shall execute a written instrument agreeing to be bound by all of the terms and conditions of this Agreement, that Contractor shall provide SCF with a copy of the written agreement, and that any such assignment or subcontract shall not relieve Contractor from any obligations hereunder. Contractor further agrees that Contractor shall guarantee the performance of any assignee or subcontractor hereunder. Without limiting the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and permitted assigns, if any.
- i.** No Third Party Beneficiaries/Partnership. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement. Nothing in this Agreement shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the parties hereto.
- j.** Waiver. No provision of this Agreement may be waived unless agreed to by SCF in writing. No delay on the part of SCF in the exercise of any right, power, or remedy shall operate as a waiver thereof; nor shall any single or partial exercise by SCF of any right, power, or remedy preclude other or further exercise thereof, or the exercise of any other right, power, or remedy. All rights, powers and remedies shall be cumulative.
- k.** Legal Expenses. If either party to this Agreement brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Agreement, or to recover damages for breach, the prevailing party shall be entitled to recover its full reasonable cost and expenses (including fees of attorneys, expert witnesses, accountants, court reporters and others) incurred in connection therewith including all such reasonable cost and expenses incurred in: (i) trial and appellate court proceeding, (ii) bankruptcy or other insolvency proceedings, and (iii) post-judgment collection proceedings.
- l.** Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute a single agreement.
- m.** Conflict of Interest. Contractor shall not refer work to himself/herself/itself or to any prohibited entity in violation of the Stark or anti-kickback provisions of federal law. No amount hereunder is intended to be, nor shall be, construed as an inducement or payment for referral of or recommending referral of patients of Contractor to SCF. Contractor agrees that, during the term of this Agreement, Contractor will not perform similar services for any other client in the same business as SCF unless SCF agrees in writing to such arrangements. Contractor agrees to

immediately notify SCF's Contracts Administrator of all situations that fall within the scope of this provision. If any conflicts exist at the time of the execution of this Agreement, Contractor agrees to submit a separate attachment to this Agreement for approval and Contractor acknowledges that this Agreement may be terminated immediately if such conflicts violate the Stark or anti-kickback provisions of federal law.

- n. Force Majeure. Each party shall not be liable for their respective failure to perform any of their obligations under this Agreement if prevented from performing such obligation by a cause beyond their respective reasonable control, which by the use of due diligence Contractor or SCF, as the case may be, shall not have been able to overcome, including, but not limited to, acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action by the United States government, including changes in existing legislation affecting the subject matter of this Agreement.
- o. Signatures. The undersigned individuals executing this Agreement represent and warrant that they are fully authorized to do so and bind the respective party for the purposes provided herein.

SOUTHCENTRAL FOUNDATION

SUPPLIER NAME

By: _____

By: _____

April Kyle, MBA

Signing Authority's Name

President/CEO

Signing Authority's Title

Date: _____

Date: _____

APPENDIX A – INSURANCE PROVISIONS

Notwithstanding Section 7, Federal Tort Claims Act, without limiting Contractor's indemnification pursuant to Section 8, Indemnity, it is agreed that Contractor shall purchase and maintain in force at all times during the performance of services under this Agreement the following policies of insurance, unless expressly waived below by SCF in writing. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If Contractor's policy contains higher limits, SCF shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance and the attachments of Additional Insured Endorsements and Transfer of the Waiver of Rights Endorsements must be furnished to SCF Contract Specialist prior to beginning work. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of Contractor's services.

- 1) Commercial General Liability Insurance: Contractor shall provide Commercial General Liability Insurance with coverage limits not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence and \$2,000,000 Combined Single Limit of Bodily Injury and Property Damage Aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 0001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Contractor shall name SCF as an insured under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalent, including coverage for SCF with respect to liability arising out of Contractor's services provided under this Agreement. Additional insured coverage, as required in this subparagraph, will include completed operations and will apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCF.
- 2) Workers' Compensation Insurance: Contractor must maintain Workers Compensation and Employers Liability Insurance for its own employees in the amount required under Statutory Limits for those states in which employees are working and Employers Liability Insurance as required by state and federal statutes. The employer's Liability Insurance shall not be less than \$1,000,000 per bodily Injury per accident, \$1,000,000 bodily injury by disease per employee and \$1,000,000 bodily injury by disease policy limit. Contractor will also be responsible for ensuring that any subcontractors who directly or indirectly provide services under this contract maintain Workers' Compensation Insurance in the amount required under Statutory Limits. Contractor waives all rights against SCF and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or any commercial umbrella liability insurance obtained by Contractor pursuant to this Agreement. Contractor, pursuant to this agreement, shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.
- 3) Professional Liability Insurance: Contractor will carry Professional Liability coverage at a limit of \$1,000,000 Per Claim and \$2,000,000 Aggregate. The policy will be endorsed to include sexual abuse coverage with a minimum separate limit of \$1,000,000 per claim. If the professional liability policy is written on a claims made form, Contractor shall provide insurance for a period of two years after final payment of this agreement.

- 4) Commercial Auto Liability Insurance: Contractor shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used or in connection with Contractor, with coverage limits not less than \$1,000,000 per accident combined single limit bodily injury and property damage.
- 5) Subcontracting Requirements: Contractor is required to have prior approval by SCF before using any subcontractor. SCF may, in its sole discretion, withhold its approval for any reason or for no reason. Additionally, Contractor shall be responsible for ensuring that its subcontractors comply with the same insurance provision as required herein and as required by Alaska law during the course of its subcontractors' operations. Contractor shall provide copies of all subcontractors' certificates of insurance and endorsements to SCF prior to any subcontractor commencing work.

EXHIBIT A – CONTRACTOR’S QUOTE & WORK DETAIL DATED CONTRACTOR'S QUOTE DATE