

**MARION COUNTY**  
**CONTRACT FOR SERVICES**  
**PART I**

1. INTRODUCTION

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called COUNTY, and \_\_\_\_\_, hereinafter called CONTRACTOR.

The CONTRACTOR agrees to provide the services as specified in Part II of this contract, for the period \_\_\_ through \_\_\_. It is understood that this contract between the COUNTY and the CONTRACTOR is subject to the availability of local, state, and federal funds.

2. COMPLIANCE WITH STATUTES AND RULES

The COUNTY and the CONTRACTOR agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the CONTRACTOR. Failure of the CONTRACTOR or the COUNTY to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

3. PAYMENT OF CONTRACT

a. Contract amount

The sum of \$ is the maximum payment amount obligated by the COUNTY under this contract. The COUNTY agrees to pay to the CONTRACTOR at the rate of \$ for services provided under this contract.

b. Requests for Payment

Payment will be made only for actual expenditures up to the maximum amount(s) specified. The CONTRACTOR will submit monthly reports of expenditures/requests for reimbursement in the format included in Part II of this contract, as soon as possible following the close of the reimbursable month.

c. Final Request for Reimbursement and Annual Cost Statement

The CONTRACTOR will submit the final monthly expenditure report, if required, no later than \_\_. The COUNTY will use these reports to determine correct payment amounts under this contract. The COUNTY will compare the correct payment amount with the actual payments made during the contract period. Differences owing to the CONTRACTOR will be collected from the COUNTY. Differences owing to the COUNTY will be paid by the CONTRACTOR.

4. MODIFICATION OF CONTRACT

Any alterations, variations, modifications, or waivers of provision of this contract shall be valid only when they have been submitted in writing and approved by the COUNTY and the CONTRACTOR.

The CONTRACTOR or the COUNTY may reduce or terminate this contract when state or federal

funds are reduced or eliminated by providing to the respective parties written notice delivered by certified mail.

In the event the Board of Commissioners of the COUNTY reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the CONTRACTOR agrees to abide by any such decision including termination of service.

5. WITHHOLDING OF CONTRACT PAYMENTS

Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the COUNTY to the CONTRACTOR, and shall continue until the CONTRACTOR submits required reports, performs required services or establishes, to the COUNTY'S satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

6. RECOVERY OF FUNDS

Expenditures of the CONTRACTOR may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

a. Unauthorized Expenditures and Excess Payments

Any COUNTY funds spent for purposes not authorized by this contract and payments by the COUNTY in excess of authorized expenditures shall be deducted from payment of reimbursements or refunded to the COUNTY no later than thirty (30) days after the contract's expiration or notification from the CONTRACTOR.

The CONTRACTOR shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the COUNTY. Repayment of prior period obligations shall be made to the COUNTY in a manner agreed on.

b. Contract Termination or Suspension

In the event of termination of all or part of this contract as specified in Section 13 of Part I of this contract, COUNTY funds not earned at the date of termination or cancellation shall revert to the COUNTY.

7. AUDITS AND INSPECTIONS

The CONTRACTOR shall permit authorized representatives of the COUNTY, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the CONTRACTOR as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the COUNTY and permitted by law.

8. REPORTING REQUIREMENTS

By signature on the contract, the CONTRACTOR grants the COUNTY, except where expressly prohibited by law, the right to reproduce, use, and disclose for COUNTY purposes, all or part of the reports, data, and technical information furnished the COUNTY under this contract.

9. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD

The CONTRACTOR agrees to establish and maintain records and statistics as follows:

Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

10. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT.

The CONTRACTOR agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

11. INDEMNIFICATION, INSURANCE, AND BONDING

- a. The CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of the CONTRACTOR, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

The CONTRACTOR shall maintain at all times commercial general liability insurance, property damage insurance, and medical/professional malpractice if applicable, covering its activities and operations under this Agreement.

The CONTRACTOR SHALL add Marion County, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and a **separate** endorsement shall be issued by the company showing Marion County as an Additional Insured and provide Notice of Cancellation as set forth in the policy. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300: as specified in the attached Exhibit A, Insurance Requirements. All insurance shall be evidenced by a Certificate of Insurance and Endorsement provided to the COUNTY, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon.

- b. The COUNTY, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.
- c. The CONTRACTOR shall obtain and maintain at all times during the term of this contract, workers' compensation insurance with statutory limits and employers' liability insurance. The CONTRACTOR shall provide the COUNTY with evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, or that it employs no persons subject to the requirements of ORS 656, Workers' Compensation Coverage.
- d. The CONTRACTOR and the COUNTY agree that there is no relationship under this Agreement except as specified herein. The COUNTY exercises no control over, is not responsible for the act of, and assumes no specific responsibilities to or for officers, employees, or agents of the contractor, or the public in general, except as specified in this Agreement.

12. EXTENSION

Upon written agreement between the CONTRACTOR and the COUNTY, this contract may be extended, subject to the following conditions:

- a. Extension will be limited to ninety (90) days beyond the contract period.
- b. Extension is subject to the limits of available funding.

13. TERMINATION

All or part of this contract may be terminated by mutual consent of both parties; or by either party at any time for cause, upon sixty (60) days' notice in writing and delivered by certified mail.

The COUNTY may also terminate all or part of this contract for the following reasons:

- a. With ten (10) days' notice, if funding to the COUNTY from federal, state, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity and quality of services. The COUNTY will give more notice whenever possible.
- b. With thirty (30) days' notice, if federal or state regulations are modified or changed in such a way that the services are no longer allowable for purchase under this contract.
- c. Upon notice of denial, revocation, or non-renewal of any licensee or certification required by law or regulation to be held by the CONTRACTOR to provide a service under this contract.
- d. With thirty (30) days' notice, if the CONTRACTOR fails to provide services, or fails to meet the performance standards as specified in Part II of this contract (or subsequent modifications of this contract), within the time specified herein or any extension thereof.
- e. If the CONTRACTOR fails to start services on the date specified by the COUNTY under Section 1 of Part I of this contract, or subsequent modifications to this contract.
- f. Failure of the CONTRACTOR or the COUNTY to comply with the provisions of this contract and all applicable federal, state, and local laws and rules may be cause for termination of this contract.

Such termination shall be without prejudice to any obligations or liabilities of either party accrued to such termination.

14. WAGES

CONTRACTOR shall not employ any person performing work under this contract for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. CONTRACTOR shall pay all individuals performing work under this contract at least time-and-a-half pay:

- a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- b. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. For all work performed on Saturday or Sunday and on any legal holiday specified in ORS 279C.520.

CONTRACTOR must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

If this contract is for personal services as defined in ORS 279A.055, the CONTRACTOR shall pay all individuals performing personal services under this contract at least time-and-a-half for all overtime worked in excess of 40 hours in any one week, and for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540 subsection (1)(b)(B) to (G), except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201-209, from receiving overtime. If this contract is for a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 USC 276a), the CONTRACTOR agrees to abide by the provisions of ORS 279C.800 to 279C.870 or 40 USC 276a, whichever is applicable.

15. INDEPENDENT CONTRACTOR.

The CONTRACTOR is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the CONTRACTOR'S activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The CONTRACTOR is acting as an "independent contractor" and is not an employee of COUNTY, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", CONTRACTOR will not receive any benefits normally accruing to COUNTY employees unless required by applicable law. Furthermore, CONTRACTOR is free to contract with other parties for the duration of the contract.

CONTRACT FOR SERVICES      PART II

The CONTRACTOR, for the sum specified below, agrees to perform the following type(s) and quantity of services, according to the performance standards listed below:

1)      Description of Services

[reference the proposal, dated XXXX, herein attached and incorporated as Exhibit \_\_\_\_.]

2)      Target Population and Number Served

3)      Funding Mechanism, Rate and Time Period

4)      Reference Standards

5)      Reporting Requirements

All reports, bills, invoices shall be submitted to:

6)      Contract Amount

The sum of \$\_\_\_\_\_ is the maximum amount obligated by the COUNTY to provide the services specified above under this contract.

SIGNATURE PAGE

**MARION COUNTY**

Recommended by:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Marion County Contracts

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marion County Legal Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Date

**BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

**VENDOR**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Tax ID#

**Exhibit A**  
**INSURANCE REQUIREMENTS**  
*Marion County*

During the term of this contract, Contractor shall maintain in force, at its own expense, each insurance checked below. In the event of conflict in language regarding Insurance Requirements between this Exhibit A and the contract document, this Exhibit A shall take precedence.

TYPE OF INSURANCE	EXPLANATION OF REQUIREMENTS
<p><b>WORKERS' COMPENSATION</b>, in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their workers.</p> <p><input checked="" type="checkbox"/> Required <i>(Contractor has one Or more employees)</i></p> <p><input type="checkbox"/> Not required <i>(Contractor has no Employees Must Provide Workers Comp Exemption Certificate)</i></p>	<p>This coverage is necessary because the County is self-insured for Workers' Compensation and any claim would affect the County directly. Proof of this insurance must be provided before work begins. Coverage is required only if the Contractor has one or more employees.</p>
<p><b>PROFESSIONAL LIABILITY INSURANCE WITH A COMBINED SINGLE LIMIT, OR THE EQUIVALENT, OF NOT LESS THAN \$1,000,000 FOR EACH CLAIM, INCIDENT, OR OCCURRENCE and \$2,000,000 GENERAL AGGREGATE.</b></p> <p><input type="checkbox"/> Required</p> <p><input checked="" type="checkbox"/> NOT Required</p>	<p>This is to cover damages caused by error, omission or negligent acts related to the services to be provided under this contract.</p> <p>The County does not need this insurance when the Contractor's activity or advice holds almost no risk of damaging property or harming employees, visitors, families, or others. Examples include: author, lecturer, staff trainer, interpreter, photographer, musician.</p> <p>This coverage is required when there is a chance the Contractor's work could do harm and someone might have reason to blame the County or department that retained the Contractor. Examples include: architect, engineer, investigator, accountant, legal advisor, and public works/improvement projects.</p>
<p><b>GENERAL LIABILITY</b> insurance with a combined single limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage and \$2,000,000 general aggregate.</p> <p><input checked="" type="checkbox"/> Required <input type="checkbox"/> NOT Required</p> <p><input type="checkbox"/> \$1,000,000 single - \$2,000,000 aggregate</p> <p><input type="checkbox"/> Exclusion approved by Business Services-Risk Management</p> <p><input type="checkbox"/> \$500,000 single - \$1,000,000 aggregate</p>	<p>This insurance is required unless its deletion is approved by Business Services. Insurance shall include contractual liability coverage for the indemnity provided under this contract and provide by <u>separate written endorsement</u> that Marion County its officials, agents, employees and volunteers, are added as insured, but only with respect to the Contractor's services to be provided under this contract.</p>
<p><b>AUTOMOBILE LIABILITY</b> insurance with a combined single limit, or the equivalent, of not less than (check one):</p> <p><input checked="" type="checkbox"/> Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury, \$5,000 personal injury).</p> <p style="text-align: center;"><b>OR</b></p> <p>For each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. (Coverage limits required for this contract will depend on nature of contracted services.)</p> <p><input type="checkbox"/> \$500,000 each accident</p> <p><input type="checkbox"/> \$1,000,000 each accident</p> <p><input type="checkbox"/> Not applicable</p>	<p>Automobile liability coverage is required of a Contractor when it, its subcontractor, or the employees of either will operate, maintain, load, or unload vehicles, transport clients or receive mileage reimbursement as part of the contract work.</p> <p><u>The County will determine the appropriate amount of coverage Contractor will need to provide depending on the severity of what could go wrong.</u> For instance, a Contractor transporting clients or staff is at a much greater risk than a Contractor driving his or her vehicle from one meeting site to another without passengers. Larger construction projects may require the higher combined single limit or equivalent. Contractor shall name Marion County, its officials, agents, employees and volunteers, as additional insureds by a separate written endorsement, but only with respect to the Contractor's services provided under this contract.</p>
<p>Notice of cancellation or change. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.</p>	
<p>Certificate of Insurance. Prior to commencing work, the Contractor shall provide a Certificate evidencing the insurance required by this contract and a separate written endorsement adding Marion County its officials, agents, employees, and volunteers as insured. The Certificate shall state that coverage afforded the County as an Insured shall apply as primary and not excess to any insurance issued the County, provide a Cross Liability Clause, and state that the Contractor is responsible for payment of all insurance deductibles on the above-described policies.</p>	
<p>Email the Certificate of Insurance to: Marion County. [email address]</p>	

*ANY CHANGES IN COVERAGE MUST BE APPROVED IN ADVANCE BY MARION COUNTY RISK MANAGEMENT*



