



PERSONAL/PROFESSIONAL SERVICES CONTRACT
For Services of \$5,000 or Less

The State of Oregon, acting by and through the State Board of Higher Education, on behalf of Eastern Oregon University (EOU), hereinafter referred to as Board.	Contract Number: Contract Start Date: Contract End Date:															
THIS INVOICE CANNOT BE USED TO PAY OUS EMPLOYEES (EOU, OIT, OSU, PSU, SOU, UO, CO, WOU) OR NON-RESIDENT ALIENS	TOTAL FEE AND ADDITIONAL EXPENSES SHALL NOT EXCEED \$5,000															
Contractor Name: Tax ID No.: Email: Address: City/State/Zip: Phone Number:	Prepared By: Preparer's Phone Number: Board's Representative: Email: Exhibit B must be completed, signed and returned with this signed Personal Services Contract.															
A. <u>Scope of Work</u> B. <u>Deliverables</u> C. <u>Fee</u> Contractor shall be paid _____. [Travel shall be reimbursed according to EOU's Contractor Travel Reimbursement Policy. Calculated Travel Mileage expenses (<i>if any</i>) shall be as follows: \$ 0.565 x _____ miles = \$ _____ Payment: \$ _____ + Mileage (<i>if any</i>): \$ _____ = Total \$ _____] D. <u>Insurance</u> Contractor must provide proof of insurance consistent with the amounts set forth in Exhibit A (attached hereto and incorporated by this reference) prior to the effectiveness of this Contract.																
CERTIFICATION: I am not an Oregon University System (OUS) employee. I am an independent contractor, and I understand the tax and legal implications of this particular payment (including expenses) to be reported on form 1099 at the end of the calendar year. I agree to the OUS Standard Terms and Conditions, on the reverse or attached, shall apply to this Contract. Signature of Contractor: _____ Date: _____ Department Approval: _____ Date: _____ Institution Contract Officer: _____ Date: _____																
<i>Payment Information – For Office Use Only</i>																
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 20%;">Index Code</th><th style="width: 20%;">Account Code</th><th style="width: 20%;">Activity Code</th><th style="width: 20%;">Payment Amount</th><th style="width: 20%;">Department Approval</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>		Index Code	Account Code	Activity Code	Payment Amount	Department Approval										
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OREGON UNIVERSITY SYSTEM STANDARD TERMS AND CONDITIONS

By entering into this Contract, Contractor, under penalties of perjury, affirms that:

- a. Contractor has provided the correct taxpayer ID number to the Oregon State Board of Higher Education ("Board"). A social security number or taxpayer ID is requested pursuant to ORS 305.385 and OAR 150-305-100 and will be used for administration of state, federal and local laws;
- b. Contractor is an independent contractor as defined in ORS 670.600 and has completed Exhibit B;
- c. As provided in ORS 305.385(6), to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4); and
- d. Contractor is not employed by the Oregon State Board of Higher Education.
- e. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor certifies that it has provided to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this contract.
- f. Contractor understands that Board has adopted policies applicable to contractors that prohibit sexual harassment and accepts that Contractor shall be required to adhere to Board's and EOU's policy prohibiting sexual harassment in their interactions with members of the OUS community.

Contractor agrees to the following provisions:

ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of the Contract. The Board, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three years from the date of the completion of work unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by Board.

COMPLIANCE WITH APPLICABLE LAW. Contractor affirms that Contractor has complied with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under the Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in the Contract; pay all contributions or amounts due its workers' compensation insurer incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

DUAL PAYMENT. Contractor shall not be compensated for work performed under the Contract from any other entity of the State of Oregon.

GOVERNING LAW. The Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Board and Contractor that arises out of or relates to performance of the Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

HAZARD COMMUNICATION. Contractor shall notify Board prior to using products containing hazardous chemicals to which Board employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Board's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the Board, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees.

OWNERSHIP OF WORK PRODUCT. All work products or any form of property originated or prepared by Contractor in performance of this Contract are the exclusive property of Board.

TIME IS OF THE ESSENCE. Unless otherwise stated, Contractor agrees that time is of the essence under this Contract.

WAIVER. The failure of Board to enforce any of these terms shall not constitute a waiver by Board of any term.

INSURANCE. Contractor shall maintain in full force at its own expense, insurance as indicated in Exhibit A.

EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

TERMINATION. This Contract may be terminated by Board, for any reason, following 30 days notice to Contractor or immediately upon notice in the event of breach of contract by Contractor.

TRAVEL AND EXPENSE REIMBURSEMENT. If any travel or expense reimbursement is authorized in this Scope of Work, the Board will only reimburse Contractor in accordance with the EOU Travel Summary (available online here:

<http://www.eou.edu/busserv/files/2012/08/Travel-Summary-2012.pdf>), incorporated into this Contract by reference.

SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from Board. In addition to any provisions the Board may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by the Standard Terms and Conditions of this Contract as if the subcontractor were the Contractor. Board's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

NO THIRD PARTY BENEFICIARIES. Board and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

NOTICES. Except as otherwise expressly provided in this Contract, notices shall be given in writing by personal delivery, email, or mailing (postage prepaid) to Contractor or Board at the address or number set forth on the first page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed (postage prepaid) shall be deemed to be given five (5) days after mailing. To be effective against the Board, email transmissions must be confirmed by telephone notice to Board's Representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES AND ALL NECESSARY STATE APPROVALS HAVING BEEN OBTAINED. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT A INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each form of insurance noted below:

1. Required by Board of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. ☐ Required by Board ☐ Not required by Board.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than ____ **\$500,000** ____ **\$1,000,000** for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. ☐ Required by Board ☐ Not required by Board.

General Liability insurance with a combined single limit, or the equivalent, of not less than: ____ **\$500,000** ____ **\$1,000,000** ____ **\$2,000,000** for each occurrence of bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, Board and divisions, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract.

4. ☐ Required by Board ☐ Not required by Board.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than ____ **\$500,000** ____ **\$1,000,000** ____ **\$2,000,000 Oregon Financial Responsibility Law (ORS 806.060)** for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Certificates of Insurance. As evidence of the General Liability and Automobile Liability insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the State of Oregon, the State Board of Higher Education, the Oregon University System, Eastern Oregon University, and their officers, employees and members as additional insured with respect to the services of this Contract. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Board at the following address: [EOU Purchasing Office]

EXHIBIT B
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(All Contractors must complete unless they are registered as a corporation or a Professional Corporation)

Oregon Revised Statute (ORS) 670.600 provides a standard definition of “independent contractor” to be used by certain Oregon agencies. OUS will rely on the factors provided in ORS 670.600 to verify Contractor’s independent contractor status.

To be considered an “independent contractor”, Contractor must:

1. Be licensed or certified to provide the services contemplated in this Contract (if required). If Contractor provides services for which a license is required under ORS Chapter 671 (Architects/Landscape Architects) or 701 (Construction Contractors) they must be licensed and certified as required in ORS Chapter 671 or 701.
2. Provide services for remuneration and be free from direction and control over the means and manner of providing its services and be engaged in an “independently established business”.
3. Contractor is considered to be engaged in an “independently established business” if three of the following requirements are met (check all that apply):
 - ☐ A. The labor or services are primarily carried out at a location that is separate from Contractor’s residence or is primarily carried out in a specific portion of Contractor’s residence, which is set aside as the location of the business.
 - ☐ B. Contractor assumes financial responsibility for defective workmanship related to the business or services (as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided).
 - ☐ C. Contractor has provided contract services for two or more different people in the last 12 month period.
 - ☐ D. Contractor routinely engages in business advertising, solicitations, or other marketing efforts.
 - ☐ E. Contractor makes a significant investment in the business (as evidenced by purchasing tools and/or equipment, paying for the premises or facilities where services are provided, or paying for all required licenses and/or certificates).
 - ☐ F. Contractor has the authority to hire other persons to provide or assist in providing the services (and has the authority to fire those persons).

Contractor Signature _____ Date _____