



**Deschutes County  
Request for Proposals (RFP)**

Classification and Compensation Study

Proposals must be received no later than 3:00 pm  
October 23, 2015

Deschutes County  
Contact: Danielle Fegley, Human Resources Director  
P.O. Box 6005  
1300 NW Wall Street, Suite 200  
Bend, Oregon 97708  
P- 541-317-3154  
[danielle.fegley@deschutes.org](mailto:danielle.fegley@deschutes.org)

An Equal Opportunity Employer

Deschutes County encourages persons with disabilities to participate in all programs and activities. This location is accessible to people with disabilities. If you need accommodations to make participation possible, or to request this information in an alternate format please contact Danielle Fegley.



## **Invitation**

Deschutes County requests proposals from interested, highly qualified, and experienced consulting firms to design and conduct a classification and compensation study for specified County positions.

Deschutes County is committed to equal opportunity in its procurement and contracting process and this RFP has been developed in accordance with adopted County policies and guidelines.

Proposers responding to this RFP must follow the procedures and requirements stated within this RFP. Failure to comply with or complete any part of this RFP may result in the rejection of your proposal. Bidders may be invited to an interview process with a panel of evaluators.

## **Background**

Deschutes County encompasses 3,055 square miles located in the central portion of Oregon with over 160,000 residents. In the last several years, Deschutes County has been the fastest growing county in the state. Currently, there are more than 1,000 individuals employed by Deschutes County operating in facilities throughout the county.

Deschutes County is governed by three elected Board of County Commissioners (BOCC) who are responsible for establishing policies and setting priorities of the County. The County Administrator, Chief Administrator Officer of the County, oversees the administration, management and operations of the County, policy administration and classified department heads. In addition, there are six (6) other elected officials as leaders of their respective county departments.

Deschutes County consists of a variety of departments providing public services that include health & human services, public safety & emergency services, planning & zoning, community justice, prosecution, public works, and solid waste. The County also has a number of internal and support services such as finance, information technology, risk management, human resources and legal services.

For more information on the County, please visit [www.deschutes.org/](http://www.deschutes.org/)

## 1-0 General Information

The Deschutes County workforce is comprised of both non-represented and represented members from six (6) unions, which are summarized in Appendix A. The requested professional services are limited to the non-represented classifications and a Phase 2 assignment specific to the Health Services Department. Salaries are regularly adjusted by a cost of living adjustment (COLA) as well as periodic salary comparisons of like entities. The Hay Method, a factor comparison method, is the current job evaluation system used. The last comprehensive classification study for this selected group was completed in 2005. Staff, through a committee, has maintained any assessments for new and changes to existing classifications. The Human Resources Department is responsible for compensation analysis, bench marking positions, salary surveys, job audits, and/or classification system. Over the years, the County has undergone growth resulting in increased recruitment, reorganization and requests for position reviews. Consequently, a thorough study of the County's classification and compensation plan is warranted.

Phase 2 of the project, an addendum to the service contract awarded, is a separate classification study for AFSCME union positions within the Health Services Department (identified in Appendix B). The services expected under Phase 2 are the same as described for the non-represented group.

Bidders must submit a proposal for the non-represented study and Phase 2. Bidders shall include a separate pricing model with timelines and project plan for Phase 2. Note any additional requirements for consideration.

### Section 1-1 Purpose and Objectives

Deschutes County's objective is to develop a classification and compensation strategy to maintain competitiveness in market. The selected firm will evaluate our current classification and compensation programs and job descriptions, conduct a market analysis, recommend benchmarks, create a new salary structure, identify trends and best practices in salary administration and make recommendations around implementation and administration.

### Section 1-2 Written Questions

Bidders may submit written questions via email only to, Danielle Fegley, Human Resources Director, at [danielle.fegley@deschutes.org](mailto:danielle.fegley@deschutes.org) through, October 2, 2015 at 3:00 pm PT. Answers to questions will be posted to the RFP website at [www.deschutes.org/RFP](http://www.deschutes.org/RFP). All submitted questions will be answered on the website no later than 5:00 pm PT October 9, 2015.

### Section 1-3 Timeline of Proposal Events

RFP Published	September 18, 2015
Deadline for Submission of Written Questions	October 2, 2015
Deadline for Responses to Written Questions	October 9, 2015
<b>Proposals Due</b>	<b>October 23, 2015</b>
Oral presentation of Finalist(s)	November 2- 16, Final date TBD
Contract Award	November 20, 2015
Contract Finalized	November 30, 2015
Commencement of Services	December 4, 2015

Other than the proposal due date, the schedule is approximate and subject to change.

## Section 1-4 Official Contacts

Questions regarding this Request for Proposal can be submitted by email and should be directed to:

Danielle Fegley  
Human Resources Director  
Phone: 541-317-3154  
danielle.fegley@deschutes.org

## Section 1-5 Proposal Due Date

Complete proposals must be received via e-mail in a Microsoft word or .pdf document addressed to [danielle.fegley@deschutes.org](mailto:danielle.fegley@deschutes.org) by 3:00 pm PT on October 23, 2015 as recorded by the Deschutes County e-mail system time stamp. Proposal documents must be no larger than 10MB in size. Deschutes County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal is selected.

Proposal Deadline	October 23, 2015 at 3:00 pm PT
Electronic Submission (only)	One signed copy with electronic signature, no larger than 10MB in size. Must be sent via email to: <a href="mailto:danielle.fegley@deschutes.org">danielle.fegley@deschutes.org</a>

**No proposals received after the deadline will be accepted.** Deschutes County will verify official receipt of proposals via an e-mail to the address specified by the proposer. Deschutes County is not liable for any costs incurred by vendors for the preparation and presentation of their proposal. This includes any costs in the submission of a proposal, travel, making the necessary studies or designs as part of the presentation.

## Section 1-6 Proposal Withdrawal

Any proposal may be withdrawn at any time before the proposal due date and time by providing a written request for the withdrawal of the proposal to the issuing office. A duly authorized representative of the proposing firm shall execute the request. Withdrawal of a proposal will not prevent the right of the proposer to file a new proposal.

## Section 1-7 Proposal Format

All proposals shall be valid for 90 days after the RFP closing date. The selected vendor will be expected to enter into a contract with Deschutes County. A sample copy of the Deschutes County Personal Services Contract is included in Appendix C. Proposers' legal counsel or equivalent should review the contract language in advance to help avoid delays in the contract approval process.

Proposals shall include the information listed in Section 2.

## Section 2 Project Scope

- Assist Deschutes County in developing a compensation philosophy to guide classification and compensation decisions. Including recommendations for whether/how to include private sector information and non-wage components along with public sector data.
- Identify trends and best practices in salary administration and pay practices including:
  - Job analysis

- Market review strategy, frequency, and process
- Addressing salary compression
- FLSA and EEO determination
- Future Market Adjustments, ie COLA
- Develop a system by which to classify and grade positions. This includes prioritizing the technical knowledge, skill, analytical ability, certifications, education and experience, supervisory responsibility, conformity with ADA language relative to essential job functions (including physical requirements), and any other attributes of the positions necessary to properly align positions within the organization and within salary bands.
- Document the duties, responsibilities and appropriate factors necessary to accurately describe the position and assign it a grade in the system. This involves developing a method to properly document duties and knowledge, skill and ability factors, and FLSA status. This may involve title changes, establishing naming conventions, creating/eliminating classifications, and career ladder development.
- Draft up-to-date class specifications and job descriptions in a format approved by Human Resources.
- Identify benchmark positions in the industry and government sectors that can be used to best analyze compensation comparisons. Conduct a market analysis and recommend appropriate adjustments consistent with our compensation philosophy.
- Develop a compensation system and salary structure for Deschutes County non-represented positions. Base the salary schedule on recommended compensation practices. Determine the method and guidelines by which merit increases, market adjustments, classification increases, promotional increases, etc. might be made. Evaluate the internal salary relationship analysis including the development of appropriate internal relationship guidelines (internal equity) and systematically assess each classification in relation to other comparable classifications (external equity).
- Implement the new classification and compensation program. This will include communications with employees and managers, transition recommendations, documentation of the methodologies used to reach the recommended structure, training of Human Resources staff on maintaining the new classification and compensation system, and other related materials.
- Design and define employee review and appeal process including a clear understanding of the process employees must follow and what they should expect in response to their appeal. This process must include personal contact with consultants. Documentation of appeals and recommended resolution is required.
- Present a project plan, communication plan, costs, information needed, and resources prior to commencing the analysis.
- Conduct briefing sessions and interviews for all employees covered within the scope of the study. Develop and distribute job analysis questionnaires to impacted employees.
- Train assigned county staff in the methodology used to systematically assess job classifications in order to maintain internal compensation equity in the future. Communicate regularly with the Human Resources Director on project staff on project status and findings. Work with a Steering Committee appointed by the County Administrator throughout the project.
- Present on-site an initial project overview (orientation) and final presentation of the findings and implementation strategy to the BOCC and County Administrator and participate in communicating the project status with employees, BOCC, department heads, etc, as deemed necessary.

**Phase 2:**

- Classification and compensation study for selected AFSCME union classifications within the Health Services Department.

**Section 2-1 Description of Proposal**

In order to standardize the review process, proposals must be presented in the following format and include the designated information described in each Area. The following information must be included in the proposal:

## **Area A      Organization and Financial Stability**

All proposals must contain the following information:

**Cover letter-** The proposal must include an introductory letter attesting to the accuracy of the proposal and signed by an individual authorized to execute binding legal documents on behalf of the proposer. The letter should present the proposer's understanding of the services requested in the RFP, a brief summary of the approach to be taken in performing the services, and highlights of the proposer's expertise and history.

**Contact person-** provide a contact person for this RFP process, including name, title, mailing address, telephone number, and e-mail address.

**General information-** List the vendor name, address, Tax-ID number, evidence of business license(s) held, fax number, phone number, e-mail and the name and title of the authorized representative.

**Company description,** including the following:

- Brief company history
- Description of the firm, including size, locations, number of years in business, and primary services provided;
- Indication of whether the company qualifies as a Minority-owned Business Enterprise (MBE) or Woman-owned Business Enterprise (WBE). If so, list the certifying agency.
- List of the names and addresses of any subcontractors that will be used on this project, description of which services they will provide, and whether they are certified as an MBE or WBE.

**References-** include references for a minimum of three public clients and one private client for which your company has performed a similar service within the past 5 years. The list must include each reference's business name, address, contact person, length of the relationship, number of employees and a description of the services provided.

## **Area B      Qualifications and Experience**

All proposals must contain the following information:

- Number of years your company has been conducting classification and compensation studies for public entities (municipalities, counties);
- Consultant's understanding of the services to be provided;
- Statement of how your company has acquired the expertise and experience to provide the required analysis;
- Resumes of experience and education for all staff to be assigned to this project;
- Three examples that demonstrate your firm being proactive in finding opportunities to enhance and improve classification and compensation services.

## **Area C      Proposal approach, work plan and workload**

All proposals must contain the following information:

- Complete description of job analysis and compensation methodology including study objectives, end products, processes, steps and procedures;

- Detailed work plan. Include a step-by-step study process, which includes an itemization of tasks to be performed, an estimated number of hours, and the timeline for completing each step. Include also the plan for communications and the employee appeal process;
- Describe in detail the approach to obtaining and communicating any information needed, frequency of on-site visits and on-site requirements;
- A statement indicating any information you may require from County staff and any other County assistance that may be needed;
- Description, if applicable, of how County support staff and services are expected to be used in the project;
- The consultant shall coordinate activities through and report to the Human Resources Director.

## **Area D            Costs**

A project schedule should be supplied identifying a schedule for the beginning and end dates of key components of the project and the project as a whole based on the start date of the date the agreement is entered.

The County reserves the right under the terms of this RFP to request duties unrelated to this defined set of services. The Scope of these services and related costs will be agreed to prior to the consultant performing any work.

Cost will not be the primary factor in the selection of a vendor. Proposed costs shall be all inclusive including reasonable and necessary travel expenses.

The proposed fee should include all costs (i.e. miscellaneous administrative, travel, etc.) for the items under Section 2, Project Scope. Expense reimbursements for travel and other expenses shall be reimbursed in accordance Deschutes County Policy (terms outlined in the Sample Contract). The County will not reimburse suppliers for any costs involved in preparation and submission of proposals to the RFP or in the preparation for and attendance at subsequent interviews.

The County recognizes, that at times, various projects and services may develop that are not part of the proposed scope. Please include the current hourly billing rate for each level of employee performing the additional work.

Proposals shall provide details of the time needed on site to complete the assignment. The consultant must be available for four on-site presentations, at a minimum. Initial presentations to the leadership group describing the project are required and later to employees with another presentation series prior to implementation of the findings.

## **Section 3            Additional requirements**

### **Section 3-1 Contract consideration and litigation warranty**

Deschutes County will negotiate a contract with the successful proposer. The vendor, by proposing, warrants that it is not currently involved in any litigation or arbitration concerning the materials or vendor's performance in supplying the same or similar materials, unless such fact is disclosed in the proposal. Disclosure will not automatically disqualify the vendor. Deschutes County reserves the right to evaluate the proposal with consideration for any litigation or arbitration by the vendor.

### **Section 3-2 Addenda**

The County may modify the RFP at any time prior to the RFP due date by issuance of a written addendum to all proposers who are participating in the process at the time of the addendum is issued. Addenda will be numbered consecutively. Verbal modifications to the RFP specifications shall not be binding upon the County.

**Section 3-3 Cancellation, delay or suspension; rejection of proposals**

The County may cancel, delay, or suspend this solicitation if it is in the best interest of the County as determined by the County. The County may reject any or all proposals, in whole or in part, if in the best interest of the County as determined by the County.

**Section 3-4 Irregularities**

The County reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

**Section 3-5 Incurred costs**

The County is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

**Section 3-6 Ownership of Documents**

Any material submitted by the proposer shall become the property of the County. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract. The County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether the proposal is selected. Deschutes County reserves the right to implement any idea included in any submitted proposal.

**Section 3-7 Confidentiality of Information**

All information submitted to Deschutes County is public record. If a proposer’s RFP includes any information, not required by law to be furnished, that the proposer considers proprietary, and the proposer requests in advance that this information be held in confidence, the County will take reasonable efforts to maintain the confidentiality to the extent allowable under Oregon law, including whether the public interest would suffer by disclosure.

**Section 4 Selection of Proposal**

Proposals will be scored by a committee based on the following criteria and points:

Criteria	Maximum points
Quality and responsiveness of the proposal	20 points
Organization and financial stability.	10 points
Qualifications and experience	20 points
Proposal approach, Work plan and Workload	20 points
Fees and Costs for services	30 points
Total	100 points



## Appendix A

### Deschutes County Classification Summary

\*source: August 2015 Personnel Listing by Name

Filled Positions by Union as of August 2015, excludes on call and election workers

<b>Union/Group</b>	<b>Total Classification Count</b>	<b>Total Employee Count</b>
<b>911 Service District</b>	3	30
<b>AFSCME</b>	74	391
<b>District Attorney Assoc</b>	1	17
<b>Elected Officials</b>	6	8
<b>NonRep Exempt</b>	88	182
<b>NonRep Non Exempt</b>	19	29
<b>Parole &amp; Probation Union</b>	1	21
<b>IUOE Local 701</b>	15	59
<b>Sherriff EE Assoc</b>	11	156
<b>Grand Total</b>	218	893

Subject to additions or deletions based on final scrub of classifications

## Appendix B

### Deschutes County Nonrepresented Classification List

\*source: August 2015 Personnel Listing by Name . Listing is subject to slight variations.

Classification Name	Exempt EE count	Non-Exempt EE count	Total Count
ACCOUNTING CLERK II		2	2
ACCOUNTING MANAGER	1		1
ACCOUNTING TECHNICIAN		1	1
ADMINISTRATIVE ANALYST	5		5
ADMINISTRATIVE ASSISTANT		7	7
ADMINISTRATIVE MANAGER	3		3
ADMINISTRATIVE SECRETARY		1	1
ADMINISTRATIVE SUPERVISOR I	6		6
ADMINISTRATIVE SUPERVISOR II	5		5
APPLICATIONS DIVISION MGR	1		1
ASSESSMENT MANAGER	1		1
ASSISTANT BUILDING OFFICIAL	1		1
ASSISTANT LEGAL COUNSEL	3		3
AUTOMOTIVE SUPERVISOR	1		1
BEHAVIORAL HEALTH DEP DIRECTOR	1		1
BEHAVIORAL HEALTH PGRM MANAGER	5		5
BEHAVIORAL HLTH SPEC III	12		12
BENEFITS COORDINATOR	1		1
BUILDING SAFETY DIRECTOR	1		1
BUSINESS/OPERATIONS MANAGER	2		2
CAPTAIN	3		3
CHIEF CARTOGRAPHER	1		1
CHIEF DEPUTY DISTRICT ATTORNEY	2		2
CHIEF DEPUTY TAX COLLECTOR	1		1
CLAIMS COORDINATOR		1	1
CLINICAL INFO SYSTEMS ANALYST	1		1
COMM JUSTICE DEPUTY DIRECTOR	1		1
COMM JUSTICE OFFICER SUPERVISR	3		3
COMM TRAINING COORDINATOR	1		1
COMMUNICATIONS DIRECTOR	1		1
COMMUNITY DEVELOPMENT DIRECTOR	1		1
COMMUNITY HEALTH SUPERVISOR	1		1
COMMUNITY JUSTICE DIRECTOR	1		1
COMMUNITY JUSTICE PROG MANAGER	1		1

COMMUNITY JUSTICE SPEC III	3		3
COUNTY ADMINISTRATOR	1		1
COUNTY ENGINEER	1		1
COUNTY SURVEYOR	1		1
CUSTODIAL SUPERVISOR	1		1
DA EXECUTIVE ASSISTANT		1	1
DA LEGAL ASSISTANT		1	1
DEPUTY COUNTY ADMINISTRATOR	1		1
DEV DISABILITIES SPEC III	1		1
DIRECTOR OF SOLID WASTE	1		1
ELECTIONS/RECORDING SUPERVISOR	2		2
ENVIRONMENTL HLTH SUPERVISOR	2		2
EXECUTIVE SECRETARY		1	1
FAIR & EXPO DIRECTOR	1		1
FAIR & EXPO MARKETING COORD	1		1
FAIR & EXPO OPERATIONS MGR	1		1
FAIR MARKETING COORDINATOR	1		1
FAIR/EXPO FOOD & BEV MGR	1		1
FINANCE DIRECTOR/TREASURER	1		1
FINANCIAL/BUDGET ANALYST	2		2
FLEET & EQUIPMENT MANAGER	1		1
FORESTER	1		1
HEALTH OFFICER/MED EXAMINER	1		1
HEALTH SERVICES DIRECTOR	1		1
HEALTH SVCS OPERATIONS MGR	1		1
HEALTH SVCS PROGRAM SUPERVISOR	4		4
HUMAN RESOURCES ANALYST	1		1
HUMAN RESOURCES DIRECTOR	1		1
INFO TECHNOLOGY DIRECTOR	1		1
INFORMATION SYSTEMS MANAGER	1		1
INTERNAL AUDITOR	1		1
INVESTIGATOR		1	1
JUSTICE COURT COORDINATOR	1		1
LEGAL ASSISTANT		1	1
LEGAL COUNSEL	1		1
LIEUTENANT	12		12
LOSS PREVENTION SPECIALIST	1		1
MAINTENANCE SUPERVISOR	3		3
MANAGEMENT ANALYST	2		2
OPERATIONS MANAGER 911	1		1
OPERATIONS SUPERVISOR	1		1
PARALEGAL		1	1

PAROLE & PROBATION SUPERVISOR	3		3
PAYROLL TECHNICIAN		1	1
PERSONNEL ASSISTANT		1	1
PERSONNEL SPECIALIST		4	4
PLANNING MANAGER	1		1
PROJECT COORDINATOR	1		1
PROPERTY & FACILITIES DIRECTOR	1		1
PROPERTY MANAGEMENT SPECIALIST	1		1
PROPERTY TAX ANALYST		1	1
PSYCHIATRIST	1		1
PUBLIC HEALTH NURSE PROG MGR	2		2
PUBLIC SAFETY SYSTEMS MGR	1		1
PUBLIC WORKS DIRECTOR	1		1
PW OPERATIONS MANAGER	1		1
QUALITY IMPROVEMENT SPECIALIST	4		4
REGIONAL EARLY LEARNING MGR	1		1
REVENUE ACCOUNTING SUPERVISOR	1		1
ROAD MAINTENANCE SUPERVISOR	2		2
SENIOR ACCOUNTING TECHNICIAN		1	1
SENIOR PROPERTY APPRAISER		1	1
SENIOR SECRETARY		1	1
SERGEANT	24		24
SHERIFF EXEC ASSISTANT		1	1
SHERIFFS LEGAL COUNSEL	1		1
STAFF ACCOUNTANT	1		1
TECHNOLOGY DIVISION MANAGER	1		1
TELECOMMUNICATIONS SUPERVISOR	5		5
VEGETATION MGMT SUPERVISOR	1		1
VETERANS' SERVICES OFFICER	1		1
VICTIMS' ASST PRGM COORDINATOR	1		1
WIC SUPERVISOR/COORDINATOR	1		1
Total Count	182	29	211

**Chart does not include vacant, unfilled classifications.**

**Appendix B**  
**Health Services Department AFSCME**

**Phase 2**

Classification Name	Public Health EE count	Behavioral Health EE count
ACCOUNTING CLERK II		1
ACCOUNTING TECHNICIAN	1	1
ADMINISTRATIVE ANALYST	1	1
ADMINISTRATIVE SECRETARY	2	1
ADMINISTRATIVE SUPERVISOR I	2	3
BEHAVIORAL HEALTH DEP DIRECTOR		1
BEHAVIORAL HEALTH PGRM MANAGER		5
BEHAVIORAL HLTH SPEC I		19
BEHAVIORAL HLTH SPEC II	2	75
BEHAVIORAL HLTH SPEC III		10
BEHAVIORAL HLTH TECHNICIAN		1
BUSINESS/OPERATIONS MANAGER		1
CLINICAL INFO SYSTEMS ANALYST		1
COMMUNITY HEALTH SUPERVISOR	1	
CONTRACT/GRANT SPECIALIST		1
DEV DISABILITIES SPEC I		10
DEV DISABILITIES SPEC II		1
DEV DISABILITIES SPEC III		1
ENVIRONMENTAL HLTH SPEC II	3	
ENVIRONMENTAL HLTH SPEC III	2	
ENVIRONMENTL HLTH SUPERVISOR	1	
HEALTH EDUCATOR I	1	
HEALTH EDUCATOR II	9	
HEALTH SERVICES DIRECTOR		1
HEALTH SVCS OPERATIONS MGR		1
HEALTH SVCS PROGRAM SUPERVISOR	3	1
MEDICAL ASSISTANT	2	
MEDICAL OFFICE ASSISTANT	8	
MEDICAL RECORDS TECHNICIAN		2
NURSE PRACTITIONER	3	
NUTRITIONIST	1	
PATIENT ACCOUNT SPECIALIST I	2	1
PATIENT ACCOUNT SPECIALIST II	1	2
PEER SUPPORT SPECIALIST	1	7
PROGRAM DEVELOPMENT SPECIALIST	1	1
PSYCHIATRIC NURSE PRACTITIONER		3
PSYCHIATRIST		1
PUBLIC HEALTH NURSE II	13	5
PUBLIC HEALTH NURSE III	1	
PUBLIC HEALTH NURSE PROG MGR	2	
QUALITY IMPROVEMENT SPECIALIST		4
REG HEALTH INFORMATION TECH	1	1
REGIONAL EARLY LEARNING MGR	1	

SECRETARY		1
SENIOR ACCOUNTING TECHNICIAN	1	
SENIOR MEDICAL OFFICE ASST	3	1
SENIOR SECRETARY	1	9
WIC CERTIFIER	5	
WIC SUPERVISOR/COORDINATOR	1	
Grand Total	76	174

**Chart does not include vacant, unfilled classifications.**

Appendix C

For Recording Stamp Only

DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 20\_\_-

This Contract is between DESCHUTES COUNTY, a political subdivision of the State of Oregon, acting by and through the
Department (County) and (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be or the date on which each
party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this
Contract shall terminate when County accepts Contractor's completed performance, or on ,
whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with
respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address:

Federal Tax ID# or Social Security #: \_\_\_\_\_

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the
administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service
under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its
terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

Signature

Title

Name (please print)

Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until
signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration
greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County
Administrator or the Board of County Commissioners.

Dated this of , 20\_\_

Dated this of , 20\_\_

DESCHUTES COUNTY DIRECTOR OF \_\_\_\_\_

COUNTY ADMINISTRATOR

\_\_\_\_\_

\_\_\_\_\_
(Insert name)

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
  - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
  - b. All Contractor billings are subject to the maximum compensation amount of this contract.
  - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
    - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
    - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
  - d. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
  - e. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
  - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
  - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
  - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
  - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
  - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
  - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
  - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
  - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
  - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.



- c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
  - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
  - 2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  - 3) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
  - 4) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
  - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
  - 2) If the Contractor fails to perform any of the other requirements of this Contract or fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may in writing authorize.
  - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
  - 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
  - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving written notice of termination.

**7. Payment on Early Termination.** Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Specifically:
  - 1) with respect to services compensable on an hourly basis and authorized expenses actually incurred, County shall pay the amount due plus any interest within the limits set forth under ORS 293.462, less the amount of any claims County has against Contractor; and
  - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
  - 3) County's payment to Contractor under this subparagraph 7(c) is subject to the limitations set forth in paragraph 8 of this Contract, below.

**8. Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
  - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.

- 2) Additionally, neither party shall be liable for any indirect, incidental, or consequential damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
  - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
  - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**9. Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

**10. Work Standard.**

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
  - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
  - 2) comply with all applicable legal requirements;
  - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
  - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

**11. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

**12. Insurance.** Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

**13. Expense Reimbursement.** If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to

reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5", attached hereto and by reference incorporated herein.

**14. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

**15. Confidentiality.** As applicable, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Contractor shall at all times comply with all of the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and all other state and federal laws and regulations related to the privacy and/or security of personally identifiable health information.
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of personally identifiable health records and for conducting transactions pursuant to the requirements of HIPAA and other applicable state and federal laws and regulations..
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA or other applicable state or federal laws and/or regulations..

If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract. To the extent any provision of the Business Associate Agreement is inconsistent with a provision of this paragraph 15, the Business Associate Agreement shall govern.

**16. Reports.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

**17. Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
  - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
  - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

- b. County and its authorized representatives shall have the right to directly access all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
  - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's reasonable cost of preparing copies.
  - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
  - 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

**18. Ownership of Work.** All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product. .
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

**19. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <http://www.deschutes.org/County-Code.aspx?F=chapter+2.37.pdf>. To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

**20. Partnership.** County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts, taxes, or any other liabilities of each and every nature.

**21. Indemnity and Hold Harmless.**

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its current and former officers, departments, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature, and by whomever brought, resulting from, arising out of or relating to the activities of Contractor or its current or former officers, employees, contractors, or agents, including without limitation any claim that any work, work product or other tangible or intangible items delivered to County by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or that the County's

use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.

- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's Legal Counsel, in a form and manner determined appropriate by the County's Legal Counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's Legal Counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees or agents under this Contract.

**22. Waiver.**

- a. County's delay in exercising, or failure to exercise, any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**23. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

**24. 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 this Contract did not contain the particular term or provision held invalid, unless doing so would materially frustrate the parties' intent in entering into this Contract

**25. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

**26. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

\*

To County:

(Insert Name)  
County Administrator

1300 NW Wall Street, Suite 200  
Bend, Oregon 97701  
Fax No. 541-385-3202

Fax No.

- 27. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.
- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
  - b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
  - c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 28. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 29. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.
- 30. Representations and Warranties.**
- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
    - 1) Contractor has the power and authority to enter into and perform this Contract;
    - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
    - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession in the state of Oregon;
    - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
    - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
    - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
    - 7) Contractor's making and performance of this Contract do not and will not violate any provision of any other contract, agreement to which Contractor is a party, nor materially impair any legal obligation of Contractor to any person or entity.
  - b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided, whether express or implied at law.
- 31. Amendment.**
- a. This Contract may be unilaterally modified by County to accommodate a change in available funds, so long as such modification does not impose an unreasonable hardship upon Contractor or reduce Contractor's compensation for work Contractor actually performs or Contractor's authorized expenses actually incurred. With respect to deliverable-based Work, Contractor's compensation shall not be deemed reduced by a modification of this contract, so long as Contractor is paid the sum designated for performing the Work originally contemplated by this Contract multiplied by the percentage of such originally contemplated Work that Contractor performs under the modified Contract.
  - b. With the exception of subparagraph 31(a), above, this Contract (including any exhibits) may only be amended upon written agreement by both parties, and shall not be effective until both parties have executed such written agreement. Any alleged or claimed amendment that is not performed in compliance with this paragraph 31 shall be void and of no effect.

**EXHIBIT 1**

**DESCHUTES COUNTY SERVICES CONTRACT**

**Contract No. 20\_\_ -  
STATEMENT OF WORK, COMPENSATION  
PAYMENT TERMS and SCHEDULE**

- 1. Contractor shall perform the following work:**
  - a.
  - b.
  
- 2. County Services.** County shall provide Contractor, at county's expense, with material and services described as follows:
  - a.
  - b.
  
- 3. Consideration.**
  - a. County shall pay Contractor on a fee-for-service basis at the rate of \_\_\_\_\_.
  - b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5  
 **YES**    **NO** [Check one]
  
- 4. The maximum compensation.**
  - a. The maximum compensation under this contract, including allowable expenses, is \$\_\_\_\_\_.
  - b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
    - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
    - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.
  
- 5. Schedule of Performance or Delivery.**
  - a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:
  - b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2  
 DESCHUTES COUNTY SERVICES CONTRACT  
 Contract No. 20\_\_-**

**INSURANCE REQUIREMENTS**

**Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.**

**Contractor Name** \_\_\_\_\_

**Workers Compensation** insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employer's Liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed or the facts underlying County's claim could reasonably have been discovered, whichever is later.

Required by County                       Not required by County (one box must be checked)

**Commercial General Liability** insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name **Deschutes County, its officers, agents, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect



of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County       Not required by County      (One box must be checked)

**Automobile Liability** insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County       Not required by County      (one box must be checked)

**Additional Requirements.** Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County. Any violation by Contractor of this Certificate of Insurance provision shall, at the election of County, constitute a material breach of the Contract.

Risk Management review

Date

\_\_\_\_\_

\_\_\_\_\_

DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 20\_\_ -

CERTIFICATION STATEMENT FOR CORPORATION  
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

<b>I certify under penalty of perjury that Contractor is a [check one]:</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership    authorized to do business in the State of Oregon.		
_____	_____	_____
Signature	Title	Date

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

<b>Contractor certifies under penalty of perjury that the following statements are true:</b>	
1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), <b>and</b>	
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, <b>and</b>	
3. All of the statements checked below are true.	
<p style="text-align: center;"><b>NOTE: Check all that apply. <u>You shall check at least three (3)</u> - to establish that you are an Independent Contractor.</b></p>	
___ A.	The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
___ B.	I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
___ C.	I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
___ D.	I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
___ E.	Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

Contractor Signature

Date

**C. Representation and Warranties.**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**EXHIBIT 4**

*DESCHUTES COUNTY SERVICES CONTRACT*

**Contract No. 20\_\_ -**

Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason *(check the appropriate box)*:

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

**CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

**PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

**LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

\*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Contractor Printed Name	Contractor Signature
Contractor Title	Date

**EXHIBIT 5**

**DESCHUTES COUNTY SERVICES CONTRACT**

**Contract No. 20\_\_ - \_\_\_\_**

**Expense Reimbursement**

**1. Travel and Other Expenses.** (When travel and other expenses are reimbursed.)

- a. It is the policy of the County that travel expenses shall be allowed only when the travel is essential to the normal discharge of County responsibilities.
  - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
  - 2) Travel expenses shall be reimbursed for official County business only.
  - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 11/8/06.
  - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
  - 5) Personal expenses shall not be authorized at any time.
  - 6) All expenses are included in the total maximum contract amount.
- b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
- c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
- d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
- e. Except where noted, detailed receipts for all expenses shall be provided.
- f. Charge slips for gross amounts are not acceptable.
- g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.

**2. Approved reimbursements:**

- a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
  - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
  - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
  - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
- b. Meals.
  - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
  - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
    - a) Breakfast, \$10;
    - b) Lunch, \$12;
    - c) Dinner, \$22.
  - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
    - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start of Contractor's regular workday (i.e. 8:00 a.m.).
    - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
    - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).
  - 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract, shall not exceed those set by the GSA, and are subject to change accordingly.

c. Lodging.

- 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge rate set by the GSA for Bend, Oregon.
- 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.

**3. Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

**Exhibit 6**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 20\_\_-**

*Compliance with provisions, requirements of funding source and*

**Federal and State laws, statutes, rules, regulations, executive orders and policies.**

Conflicts of Interest

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, 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 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.
  - a. If any funds other than federally appropriated funds have been paid or shall 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 agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
    - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
    - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
  - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
  - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
  - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 31, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date