

EOU Banner Document Number: _____ EOU Contract Number: _____	Contract Start Date: _____ Contract End Date: _____
Contractor Name: _____ Tax ID Number: _____ Address: _____ Phone Number: _____ Email Address: _____	<i>*This invoice cannot be used to pay EOU Employees</i> Department: _____ Prepared By: _____ Preparer's Email: _____

Scope of Work:

Fees: The Contractor shall be paid an amount not to exceed \$_____ for services provided.

Travel expenses:

☐ Travel expenses will not be reimbursed, this is a fixed fee contract.

☐ Travel expenses will be reimbursed in addition to the contract amount stated above, but not to exceed \$_____

If travel expenses will be reimbursed as indicated in the above section please list below the type of travel expenses expected:

All Contractor travel expenses to be reimbursed shall be pre-approved, processed in accordance with the [EOU Contractor Travel Policy](#).

CERTIFICATION: 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. By my signature hereon, I certify that:

- I am not an EOU employee, relative or member of the household of an EOU employee who works for the department contracting for the work;
- I have read and agree to the [EOU Terms & Conditions](#);
- I have read and am aware of [EOU's Travel Policy](#);
- I will perform and fulfill all contractual obligations per the above listed service(s);
- I agree to the Terms of Payment as stated on the attached page.
- Contractor is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>
- Contractor has adequate insurance as stated on the attached page.

Signature of Contractor: _____ Date _____

Department Approval: _____ Date _____

Institution Contract Officer: _____ Date _____

INDEX/FUND CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT

EXHIBIT A INSURANCE

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

1. Required by EOU 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. Professional Liability Insurance ☐ **REQUIRED BY EOU** ☐ **NOT REQUIRED BY EOU**

Professional Liability Insurance with a combined single limit, or the equivalent, of not less than (check one);

☒ \$500,000 / ☐ \$1,000,000 / ☐ \$2,000,000 for each claim, incident or occurrence and \$2,000,000 in aggregate. This is to cover damaged cause by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. General Liability Insurance ☐ **REQUIRED BY EOU** ☐ **NOT REQUIRED BY EOU**

General Liability Insurance with a combined single limit, or the equivalent, of not less than (check one);

☒ \$500,000 / ☐ \$1,000,000 / ☐ \$2,000,000 for each occurrence of Bodily Injury and Property Damage and \$2,000,000 in aggregate. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that EOU divisions, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this contract.

4. Automobile Liability Insurance ☐ **REQUIRED BY EOU** ☐ **NOT REQUIRED BY EOU**

Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than (check one);

☒ \$100,000 / ☐ \$200,000 / ☐ \$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 EOU and their officers, employees and members as additional insured with respect to the services of this Contract. Insuring companies or entities are subject to EOU acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to EOU. The Contractor shall be financially responsible for all pertinent deductible, 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 EOU at the following address: Accounts Payable Office, One University Boulevard, La Grande, OR, 97850.

	General Liability	Professional Liability	Automobile Liability
Are you traveling on behalf of EOU?	N	N	Y
Do you hold a professional license?	N	Y	N
Are you driving or operating automobiles/equipment on EOU property?	Y	N	Y
Are you performing a service that may be considered high risk (i.e. window washing, tree removal, etc.)?	Y	N	N
Are you performing a service remotely?	Possibly	Possibly	N
Are you addressing a sensitive or controversial topic?	Y, if don't have professional liability	Y, if don't have general liability	N

*If you have any questions regarding insurance requirements please contact the Contract Accountant in Accounts Payable at 541-962-3377 or ap@eou.edu.

Finance & Admin will have final approval on insurance requirements.

EXHIBIT B
CERTIFICATION STATEMENT FOR INDEPENDENT
CONTRACTOR

(All Contractors are required to complete Exhibit B 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. EOU will rely on the factors provided in ORS 670.600 to verify Contractor’s independent contractor status.

To be considered and “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 (Constructions 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 the 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 twelve (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: _____