

STANDARD CONTRACT
(Purchase of Services - Short Form)

Number
Fund/Org#
Account #
Other #

1. **Contract Identification.**

Department:
Subject:

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows.

Contractor:

Capacity:

Address:

3. **Term.** The effective date of this Contract is _____ and it terminates _____ unless sooner terminated as provided herein.

4. **Termination.** This Contract may be terminated by the County, at its sole discretion, upon five-day advance written notice thereof to the Contractor, or cancelled immediately by written mutual consent.

5. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$ _____.

6. **County's Obligations.** In consideration of Contractor's provision of services as described below, and subject to the payment limit expressed herein, County shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (County Demand Form D-1.5) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by the head of the County Department for which this Contract is made or his designee, as follows:
[Check one alternative only]

☐ a. FEE RATE: \$ _____ per service unit:

NOT TO EXCEED a total of _____ service unit(s).

☐ hour; or

☐ session, as defined below; or

☐ calendar day(day, week or month)

Session is defined as:

☐ b. Payment in full after approval by the Department.

☐ c. As set forth in the Payment Provisions paragraph of the attached Additional Provisions.

☐ d. As set forth in the Payment Provisions, attached.

7. **Contractor's Obligations.** Contractor shall provide the following described services:

☐ a.

☐ b. As set forth in the attached Additional Provisions, which are incorporated herein by reference.

8. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

9. **Administrative Amendments.** Subject to the Payment Limit, the Payment Provisions and the Additional Provisions may be amended by a written administrative amendment executed by the Contractor (or designee) and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not materially change the Payment Provisions or the Additional Provisions.

10. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
11. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
12. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
13. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.
- Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.
- This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.
14. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
15. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will

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reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

16. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
17. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:
18. **Signatures.** These signatures attest the parties' agreement hereto:

<p>Approved: BOARD OF SUPERVISORS</p> <p>By: _____ Purchasing Agent, Designee</p>	<p>Approved: County Administrator</p> <p>By: _____ CAO, designee</p>
<p>Approved: CONTRACTOR</p> <p>By: _____</p> <p>_____ (Print name and title)</p> <p>_____ (Name of business entity, if applicable)</p>	<p>Recommended by Department</p> <p>By: _____ Department, Designee</p> <p>_____ (Print name)</p>