

## Contract for Services Routing Sheet

DEPARTMENT INFORMATION		
Department name:		
Preparer's Name		
Contractor's Name:		
Email		
Index:	Addl. Index(s):	Amount:
Contract Start Date:	Contract End Date:	

SUPPLEMENTAL QUESTIONS		
1.	Is the contractor a current EWU employee? If so contact HR & pay on PAF.	
2.	Is the contractor a current EWU student? If so, contact Student Employment.	
3.	Is the Contractor a Washington State Employee? If so, <a href="#">Ethics Board Approval</a> may be needed	

CHECKLIST		
	Attach a copy of contractors <a href="#">W9</a>	
	Complete and attach Employee vs. Independent Contract Questionnaire (P. 2-3)	
	Complete required information in contract template (P. 4-7)	

	APPROVALS	NAME	DATE
1.	Department level approval		
2.	College level approval		
3.	Grants approval (if grant funds are being used)		

PROCUREMENT AND CONTRACTS USE ONLY	NAME	DATE
<input type="checkbox"/> Reviewed IRS questionnaire		
<input type="checkbox"/> W9 received / entered into Banner		
<input type="checkbox"/> Contract reviewed / executed with copies sent to all parties		
<input type="checkbox"/> Banner encumbrance completed		
<input type="checkbox"/> SharePoint entry created / contract finalized and filed		

## Checklist: Employee vs. Independent Contractor Status

## Instructions

Prior to completing a contract please review the following questions to determine if the individual is properly classified as an Independent Contractor or an Employee. Please include this checklist with your contract for services when you submit to Procurement and Contracts for processing.

## Section 1: RELATIONSHIP WITH THE UNIVERSITY

1. Has the individual worked for the university as an employee within the current calendar year or is the individual currently working for the university as an employee	
2. Does the department want to hire this individual as an employee to provide the same or similar services following a "test period" as an Independent Contractor	
3. Does the individual have a continuing relationship with the department or university, such as performing the work on a recurring, on-going, or year-to-year basis	
4. Will the individual be required to devote essentially full time hours to perform services for the university, making the individual unable to perform services for other customers during the performance period	
5. Will the individual be expected or required to perform essentially full time work hours at the university or at facilities operated by the university	
6. Will the individual be required to comply with instructions from a university supervisor, as to where, how, and when the work is to be performed	
7. Is the individual required to receive training from a university representative to enable the individual to perform the work in a particular manner	
8. Will the university be responsible for hiring, supervising, and paying workers who will substantially assist the individual in performing the requested services	
9. Will the individual be paid on a recurring basis for a fixed amount (For example, will the individual be paid every month for several months for a fixed amount, instead of a per project basis. This is different from a payment for milestones, work completed, or materials on site.)	
10. Will the individual work as part of a team of regular employees and will the individual's day-to-day participation be essential to the successful performance of the employee team.	
11. Is the individual expected/required to perform work during hours that are set by a university supervisor	
12. Will the individual be required to perform services in a sequence or order that is set by a university supervisor	
13. On a regular basis before the project is completed, will the individual be required to provide progress or status updates to a university supervisor? (This is not the same as contractual milestones.)	
14. Will the individual perform services for which the University is concerned with the methods used to obtain results (and not just with the results)	
15. Will the university provide a significant amount of tools, equipment, or other materials needed by the individual to perform the agreed-upon-work	
16. Will the individual be subject to termination by the university for reasons other than non-performance of the University Contract (For example can the individual be terminated for violating university personnel policy)	
17. Can the individual terminate the contract with the university without incurring any liability for a failure to complete the service (For example, can the individual terminate the University Contract without notice or reason)	

Section 2: EVIDENCE OF CONTRACTOR'S BUSINESS OPERATION

1. In connection with performing the services, could the individual realize either a profit or loss, such as by incurring expenses	
2. Does the individual perform work (or could perform work) at an office or facility off campus that is maintained at the individual's own expense	
3. Will the individual be paid an amount to complete a specified project (as opposed to on an hourly, weekly or monthly basis for on-going, general purposes)	

Section 3: NEED FOR INDIVIDUAL WITHIN DEPARTMENT

1. Are the services to be performed by the individual necessary for accomplishment of the mission of the department or school	
2. Is the individual needed because there is no current employee within the department who can satisfactorily perform the work that will be done by the individual	

**EASTERN WASHINGTON UNIVERSITY – CONTRACT FOR SERVICES**  
 (FOR SERVICES UNDER \$10,000 ANNUAL AGGREGATE, AND EXCLUDING CONSTRUCTION)

This Agreement is entered into for the term shown below, between Eastern Washington University, (University), and Contractor, a business entity or individual with authority to do business in the State of Washington, collectively the Parties. The Parties, in recognition of the good and valuable consideration as further described herein, agree as follows:

**1.0 CONTRACT INFORMATION**

<b>Contractor Information</b>			
Legal Name			
If DBA (Doing Business As)			
Mailing address:			
Name of Contractor liaison:			
Contact information:	Phone:	Email:	
Federal ID / SSN:	WA OMWBE Certification No:	WA UBI No:	
<b>University Information</b>			
Name of EWU Liaison:			
Mailing address:			
Contact information: Phone:	Phone:	FAX:	Email:
<b>Other Information</b>			
<b>Contract Term – 1 year or less</b> (shall not exceed end date):	Begins:	Ends:	
<b>Scope of Services (describe):</b>			
<b>Fee:</b>	Rate: \$	Per:	Total fees not to exceed: \$

**2.0 Contractor’s Qualifications and Period of Performance:** Contractor agrees to provide, without subcontracting, and represents that its professional credentials are such that it can provide the services stated above, and agrees to perform said services to the satisfaction of University and to its best professional effort, which shall at least meet industry standards. The services to be rendered by Contractor under this Agreement shall be completed by the date shown above.

**3.0 Fees and Expenses:** University agrees to pay the fees and expenses shown in above hereunder, including all amounts already paid, upon submission of proper invoice and reimbursable expense documentation to University’s liaison.

**3.1 Expenses:** CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the UNIVERSITY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed \_\_\_\_\_ ; which amount is included in the not-to- exceed compensation amount.

1. Transportation expenses such as mileage, parking, ground transportation, and car rental.
  - a. Airfare. Economy or coach class only.
  - b. Rental car transportation.

- c. Mileage reimbursement: UNIVERSITY will reimburse mileage at the current University travel reimbursement rates.
  - d. Lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current University travel reimbursement rates.
2. Other expenses authorized under this contract include: (list if any)
- |          |         |
|----------|---------|
| Expense: | Amount: |
| Expense: | Amount: |
| Expense: | Amount: |

CONTRACTOR must provide a detailed breakdown of authorized expenses, including date of each expense claimed for reimbursement. Any expense must be accompanied by a receipt in order to receive reimbursement.

**3.2 BILLING PROCEDURES**

UNIVERSITY will pay CONTRACTOR 30 days after receipt of properly completed invoices, which may be submitted to the Contract Manager via email. The billing address for invoices is:

Eastern Washington University Accounts  
Payable  
Ref: EWU Contract No: 319  
Showalter Hall  
Cheney, WA 99004

The invoices shall describe and document to the UNIVERSITY'S satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by the UNIVERSITY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR. The UNIVERSITY may, in its sole discretion, terminate the Contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the UNIVERSITY.

4.0 **Contractor's Capacity:** It is expressly understood that Contractor is an independent contractor and not the agent, partner, or employee of University. Contractor and Contractor's workers are not employees of University and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor is solely responsible for all employment related taxes due to the proper taxing authorities.

5.0 **Property Rights:** Except for instances where payment received hereunder is for a speech, seminar, teaching or training presentation, Contractor agrees (1) that any intellectual property developed by Contractor solely, or with others, resulting from the performance of services hereunder is the property of University, and Contractor hereby agrees to assign all rights therein to University, and (2) that all work done under this contract and reports provided shall be considered a "work for hire" under the copyright laws of the United States. This provision shall survive expiration and termination of this Agreement.

6.0 **Suspension or Termination:** University reserves the right to suspend indefinitely or terminate this Agreement for any reason upon seven (7) days' prior written notice. In the event of termination prior to completion of all work described in Section 1.0, the amount of the total fee to be paid Contractor shall be determined by University on the basis of the portion of the total work actually completed up to the time of such termination.

7.0 **Attorneys' Fees:** In the event of any controversy, claim or action being filed or instituted between the Parties to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

8.0 **Indemnification and Hold Harmless:** Contractor agrees that any personal injury to Contractor or third parties or any property damage incurred in the course of performance of the Services shall be the responsibility of Contractor. Contractor agrees to indemnify, defend, and hold harmless the state of Washington, University, and its governing board, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Contractor's performance hereunder, except to the extent such are caused by the gross negligence of University. This provision shall survive the termination of this agreement.

9. **Insurance:** Contractor is an independent contractor and shall not be covered by University's insurance. Contractor shall be responsible for determining what insurance is necessary in order to perform the work contracted for, and for procuring such insurance for itself, and shall procure all insurance required by law. In regards to Workers Compensation, Contractor is responsible for complying with Washington law. Failure of University to demand such certificate(s) shall not be construed as a waiver of the obligation of Contractor to maintain such insurance.

10. **Public Record:** Contractor understands and agrees that the records it obtains or produces under this Contract may be public records under chapter 42.56 RCW, or its successor act. Contractor will cooperate in a timely manner with the AGO in responding to public records requests related to this Contract or the services provided hereunder. Contractor shall not receive any additional compensation for time spent gathering and producing records pursuant to this section.

11.0 **Notice:** Any notice under this Agreement shall be in writing and be delivered in person or by certified mail. Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery or (b) the date of mailing by certified mail. Actual notice, however and from whomever received, shall always be effective. All notices shall be addressed to the Contractor and University Liaison, as shown in Contract Information above, or at such other addresses as the parties may from time to time direct in writing and a copy to:

Procurement and Contracts  
Eastern Washington University 218  
Tawanka Hall  
Cheney, WA 99004  
Phone: (509) 359-2253; Fax: (509) 359-7984

12.0 **Entire Agreement; Modification:** This Agreement (and its attachments, if any) constitutes the entire understanding between the parties and may not be amended except in writing signed by the Parties.

13.0 **Governing Law; Forum:** This agreement shall be governed by Washington law without regard to choice of law provisions, and any legal proceeding shall be in Spokane County, Washington.

14.0 **Assignment:** Contractor may not assign the rights or delegate the obligations under this Agreement without University's prior written consent.

15.0 **Accounting; Audit:** For a period of six (6) years following completion of the services called for hereunder, University or its authorized representatives shall be afforded access at reasonable times to Contractor's accounting records relating to the services set forth herein in order to audit all charges for the services.

16.0 **Nondiscrimination and Affirmative Action:** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, Washington Law Against Discrimination, and affirmative action.

17.0 **Compliance with Rules, Regulations, and Instructions:** Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The duties and responsibilities required under this agreement shall be performed in accordance with all local, state and federal law.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

EASTERN WASHINGTON UNIVERSITY  
CONTRACT'S OFFICE:

CONTRACTOR:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

Date: