

CONTRACT FOR SERVICES ROUTING SHEET

CONTRACTOR & DEPARTMENT INFORMATION			
Contractor's Name:			
Department Name:			
Requestor's Name:			
Requestor's Email:			
Index(s):		Amount(s):	
Contract Start Date:		Contract End Date:	

SUPPLEMENTAL QUESTIONS	
1. Is the Contractor a current EWU employee? *If so, please contact HR and pay on a PAF.	
2. Is the Contractor a current EWU student? *If so, please contact Student Employment.	
3. Is the Contractor a current WA St employee? *If so, WA St Executive Ethics Board approval may be needed.	
4. Have the services already been started or completed? *If so, please complete an After the Fact Payment Request rather than a Contract for Services.	

CHECKLIST
<input type="checkbox"/> Attach a copy of Contractor's COVID-19 Proof of Full Vaccination or Approved Waiver
<input type="checkbox"/> Attach a copy of Contractor's W-9
<input type="checkbox"/> Complete and attach Employee vs. Independent Contractor Questionnaire

APPROVALS	SIGNATURE	NAME	DATE
1. Department Level Approval			
2. College/Unit Level Approval (if applicable)			
3. Grants Approval (if applicable)			

PROCUREMENT & CONTRACTS USE ONLY	NAME	DATE
<input type="checkbox"/> COVID-19 and W-9 received / entered		
<input type="checkbox"/> IRS Questionnaire reviewed		
<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		

EMPLOYEE VS. INDEPENDENT CONTRACTOR QUESTIONNAIRE

INSTRUCTIONS

Prior to completing a Contract for Services, 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 when you submit to Procurement and Contracts for processing.

SECTION 1: RELATIONSHIP WITH EWU

1. Has the individual worked for EWU as an employee within the current calendar year or is the individual currently working for EWU 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 EWU, 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 EWU, 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 EWU or at facilities operated by EWU?	
6. Will the individual be required to comply with instructions from an EWU supervisor, as to where, how, and when the work is to be performed?	
7. Is the individual required to receive training from an EWU representative to enable the individual to perform the work in a particular manner?	
8. Will EWU 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 an EWU supervisor?	
12. Will the individual be required to perform services in a sequence or order that is set by an EWU supervisor?	
13. On a regular basis before the project is completed, will the individual be required to provide progress or status updates to an EWU supervisor? (This is not the same as contractual milestones.)	
14. Will the individual perform services for which EWU is concerned with the methods used to obtain results (and not just with the results)?	
15. Will EWU 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 EWU for reasons other than non-performance of the EWU Contract? (For example, can the individual be terminated for violating university personnel policy?)	
17. Can the individual terminate the Contract with EWU without incurring any liability for a failure to complete the service? (For example, can the individual terminate the EWU 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 Contract is entered into for the term shown below, between Eastern Washington University (“EWU”), and the below named business entity or individual (“Contractor”), with authority to do business in the State of Washington.

EWU and Contractor may be individually referred to as “Party” or collectively referred to as “Parties.”

The Parties, in recognition of the good and valuable consideration as further described herein, agree as follows:

1. Contract Information

Contractor Information		
Legal Name:		
D/b/a (if applicable):		
Mailing Address:		
Name of Contractor Liaison:		
Liaison Contact Information:	Phone:	Email:
EWU Information		
Name of EWU Liaison:		
Mailing Address:		
Liaison Contact Information:	Phone:	Email:
Other Information		
Contract Term (1 year or less) (shall not exceed End Date):	Start Date:	End Date:
Scope of Services (describe):		
Fees: (If applicable, list detail of fees to be paid, e.g. cost per project/task)	Total Fees not to Exceed: \$ _____ Detail of Fees:	

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

3. **Fees and Expenses:** EWU agrees to pay the fees and expenses shown above, including all amounts already paid, upon submission of proper invoice and reimbursable expense documentation to EWU’s Liaison.

A. **Expenses:** Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by EWU 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: EWU will reimburse mileage at the current EWU travel reimbursement rates.
 - d. Lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current EWU travel reimbursement rates.

(2) Expenses authorized under this Contract include (list if any):

Expense:	Amount:
Expense:	Amount:
Expense:	Amount:

(3) 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.

4. **Billing Procedures**

- A. EWU will pay Contractor thirty (30) days after receipt of properly completed invoices, which may be submitted to the EWU Liaison via email.
- B. The invoices shall describe and document to EWU'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.
- C. Payment shall be considered timely if made by EWU within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.
- D. EWU 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.
- E. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by EWU.

5. **Contractor's Capacity:** It is expressly understood that Contractor is an independent contractor and not the agent, partner, or employee of EWU. Contractor and Contractor's workers are not employees of EWU 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.

6. **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 EWU, and Contractor hereby agrees to assign all rights therein to EWU, 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 Contract.

7. **Suspension or Termination:** EWU reserves the right to suspend indefinitely or terminate this Contract 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, the amount of the total fee to be paid Contractor shall be determined by EWU on the basis of the portion of the total work actually completed up to the time

of such termination.

8. **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 Contract 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.
9. **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, EWU, 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 EWU. This provision shall survive the termination of this Contract.
10. **Insurance:** Contractor is an independent contractor and shall not be covered by EWU'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 EWU to demand such certificate(s) shall not be construed as a waiver of the obligation of Contractor to maintain such insurance.
11. **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.
12. **Notice:** Any notice under this Contract 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 EWU Liaison or, at such other addresses as the Parties may from time to time direct in writing and a copy to:

	EWU	Contractor
Name:	Procurement and Contracts	
Address:	218 Tawanka Hall	
City, State, Zip:	Cheney, WA 99004-2456	
Email:	contracts@ewu.edu	
Phone:	(509) 359-2253	
Fax:	(509) 359-7984	
13. **Entire Agreement; Modification:** This Contract (and its attachments, if any) constitutes the entire understanding between the Parties and may not be amended except in writing signed by the Parties.
14. **Governing Law; Forum:** This Contract shall be governed by Washington law without regard to choice of law provisions, and any legal proceeding shall be in Spokane County, Washington.
15. **Assignment:** Contractor may not assign the rights or delegate the obligations under this Contract without EWU's prior written consent.

16. **Accounting; Audit:** For a period of six (6) years following completion of the services called for hereunder, EWU 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.

17. **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.

18. **Compliance with Rules, Regulations, and Instructions:** Contractor shall follow and comply with all rules and regulations of EWU and the reasonable instructions of EWU personnel. The duties and responsibilities required under this Contract shall be performed in accordance with all local, state and federal law. Pursuant to the State of Washington [Proclamation 21-14.1 \(COVID-19 Vaccination Requirement\)](#) ("Proclamation"), all Contractors and any of their employees and/or Subcontractors who provide contracted services on-site must certify that they are fully vaccinated against the COVID-19 virus, unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractors who cannot so certify are prohibited from contracting with EWU. Contractor represents and warrants that should their responsibilities to EWU involve on-site services as of October 18, 2021, Contractor's personnel (including Subcontractors) providing such services will be fully vaccinated against the COVID-19 virus unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractor further understands that Contractor personnel must provide to EWU a copy of proof of vaccination, in a manner established by EWU. Contractors may obtain exemption requests at [Medical Waiver](#) or [Religious Accommodations](#). Failure to meet these requirements may result in the immediate termination of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Contract:

Eastern Washington University
Procurement & Contracts Department

Contractor

Signature Date

Signature Date

Name

Name

Title

Title