

## Contract for Services Routing Sheet

DEPARTMENT INFORMATION			
Department Name:			
Requestor's Name:			
Speaker's Name:			
Email:			
Index(s):		Amount(s):	
Organization Code:		Mail Stop:	
Agreement Start Date:		Agreement End Date:	

SUPPLEMENTAL QUESTIONS	
1. Is the Speaker a current EWU employee?	-----
2. Is the Speaker a current EWU student?	-----
3. Is the Speaker a current WA State employee?	-----

CHECKLIST
<input type="checkbox"/> Attach a copy of Speaker's <a href="#">W-9</a>
<input type="checkbox"/> Complete and attach Employee vs. Independent Contract Questionnaire (P.2-3)
<input type="checkbox"/> Complete required information in contract template (P. 4-7)

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

## 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 (Must match W-9 and Invoice 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 University 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>Total Fees and Expenses Not to Exceed:</b>	\$		

**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 Contractor the total fee demonstrated in Section 1.0 pursuant to the following terms:

3.1 **Fees:** Contractor shall be compensated \$\_\_\_\_\_ for their services under this Agreement. If Contractor is not being compensated with a flat fee, Contractor shall be compensated on the following basis: \_\_\_\_\_

3.2 **Expenses:** In addition to Contractor’s fee, Contractor shall receive a maximum reimbursement of \$\_\_\_\_\_ for travel and other expenses as identified below or as authorized in advance by University as reimbursable.

1. Expense Guidelines: The following are University’s restrictions on any allowable 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 Per Diem travel reimbursement rates. If Per Diem rates are exceeded, a [Lodging Exception Form](#) must be submitted with this Agreement.
2. Expenses authorized under this contract include: (list if any)

Expense	Amount	Will Department Pay Directly

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.

**3.3 BILLING PROCEDURES**

University will pay Contractor within 30 days after receipt of properly completed invoices, which may be submitted to the EWU Liaison via email. The billing address for invoices is:

Eastern Washington University Accounts Payable  
 Ref: EWU Contract No:  
 accountspayable@ewu.edu

The invoices shall describe and document to the University’s satisfaction a description of the work performed, the progress of the project, the contract number, and fees. If expenses are invoiced, a detailed breakdown of each type of expense shall be provided.

Payment shall be sent to the address designated by the Contractor on Contractor’s W-9. University may, in its sole discretion, terminate this Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

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

**9.0 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.

**10.0 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 University 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:** Contractor and University agree to comply at all times with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment, opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. Neither party shall discriminate against any employee, applicant for employment, or against any student on the basis of a Protected Status. "Protected Status" refers to age, sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a person with a disability. More specifically, Contractor shall not: (i) refuse to hire any person because of a Protected Status, unless based upon a bona fide occupational qualification, provided that the prohibition on discrimination because of a disability shall not apply if the particular disability prevents the proper performance of the particular worker involved; (ii) discharge or bar any person from employment because of a Protected Status; (iii) discriminate against any person in compensation or in other terms or conditions of employment because of a Protected Status, except it shall not be an unfair practice for an employer to segregate washrooms or locker facilities on the basis of sex, or to base other terms and conditions of employment on the sex of employees where the Washington State Human Rights Commission by regulation or ruling in a particular instance has found the employment practice to be appropriate for the practical realization of equality of opportunity between the sexes; and, (iv) printing or circulating, or causing to be printed or circulated, any statement, advertisement, or publication, or to use any form of application for employment, or to make any inquiry in connection with prospective employment, which expresses any limitation, specification, or discrimination as to a person's Protected Status, unless based on a bona fide occupational qualification, except advertisements may be posted in a foreign language.

**17.0 DEBARMENT CERTIFICATION:** CONTRACTOR, BY ACCEPTING THE TERMS OF THIS AGREEMENT, CERTIFIES THAT CONTRACTOR AND CONTRACTOR'S PRINCIPALS, IF ANY, ARE NOT PRESENTLY, NOR HAVE EVER BEEN, DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM CONTRACTING WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL ENTITY WITHIN THE UNITED STATES (COLLECTIVELY "DEBARRED"). SHOULD CONTRACTOR OR ITS PRINCIPALS BECOME DEBARRED, CONTRACTOR SHALL INFORM UNIVERSITY IN WRITING TO THE DIRECTOR OF PROCUREMENT AND CONTRACTS WITHIN A REASONABLE AMOUNT OF TIME, BUT NO LATER THAN 5 CALENDAR DAYS AFTER SUCH DEBARMENT.

**18.0 Additional Contractor Certifications:** Contractor certifies as follows:

- A. Contractor is in good standing to conduct business in the State of Washington and has completed all necessary registrations with the Washington State Department of Revenue and the Washington Secretary of State and possess and shall keep current all required licenses and/or approvals to conduct business in the State of Washington.
- B. Contractor has paid, or arranged payment for, all taxes owed to the State of Washington, other than those validly contested.

**19.0 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: