

CONTRACT FOR SERVICE INSTRUCTIONS

These instructions follow the data entry sequence of the document & processing procedures of the Contract for Service. This document is a fillable PDF template available at [Procurement and Contract's website](#).

Please note that contracts must be completed and signed by all parties prior to the start of any work. Contracts can only be signed by someone with appropriate signature authority.

Please complete an "After the Fact Payment Request" if work has already been started or completed.

- 1. DEPARTMENTAL INFORMATION:** Fill in the appropriate information for the department. The contract start date is the anticipated start date of services or if travel is involved the first day of travel for the contractor to arrive at EWU. Here is an example. The amount should include all fees and expenses associated with the contract.

DEPARTMENT INFORMATION		
Department name:	Procurement and Contracts	
Preparer's Name	Michael Pflieger	
Telephone number:	555-5555	
Email	ewu@ewu.edu	
Index: 100201	Addl. Index(s): 100202	Amount: 100201- \$1,000 / 100202 - \$1,000
Contract Start Date: 01/01/2020	Contract End Date: 01/03/2020	

- 2. SUPPLEMENTAL QUESTIONS:** If a contractor is a current employee or will be an employee when services are performed the contractor please contact Human Resources. To find out if a contractor is currently a student or will be a student when services will be performed, please contact Student Employment.

SUPPLEMENTAL QUESTIONS		
1.	Is the contractor a current EWU employee?	No <input type="text"/>
2.	Is the contractor a current EWU student?	No <input type="text"/>
3.	Have the services already been completed? If so, please complete a confirming requisition rather than a contract for services.	No <input type="text"/>

- 3. CHECKLIST:** Make sure that the following documents are included with the Contract for Services.

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

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4. **APPROVALS:** Collect the appropriate signatures.

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

5. **CHECKLIST: EMPLOYEE VS INDEPENDENT CONTRACTOR STATUS:** Complete the checklist per instructions. You must answer all of the questions to help us determine whether the individual should be treated as an employee or independent contractor. A Contract for Service is only used for independent contractors. If you have any questions contact the Contract’s office.

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	No	▼
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	No	▼
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	No	▼
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	No	▼
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	No	▼
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	No	▼
7. Is the individual required to receive training from a university representative to enable the individual to perform the work in a particular manner	No	▼
8. Will the university be responsible for hiring, supervising, and paying workers who will substantially assist the individual in performing the requested services	No	▼
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.)	No	▼
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.	No	▼
11. Is the individual expected/required to perform work during hours that are set by a university supervisor	No	▼
12. Will the individual be required to perform services in a sequence or order that is set by a university supervisor	No	▼
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.)	No	▼
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)	No	▼
15. Will the university provide a significant amount of tools, equipment, or other materials needed by the individual to perform the agreed-upon-work	No	▼
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)	No	▼
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)	No	▼

IF the answer is YES to ANY of the questions this section, THE INDIVIDUAL SHOULD BE CLASSIFIED AS AN EMPLOYEE and processed appropriately through Human Resources. IF the answer is NO to ALL of the questions in section 1, please proceed to section 2.

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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	Yes <input type="button" value="v"/>
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	Yes <input type="button" value="v"/>
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)	Yes <input type="button" value="v"/>

IF the answer is NO to ANY of the questions in Section 2, THE INDIVIDUAL SHOULD BE CLASSIFIED AS AN EMPLOYEE and processed appropriately through Human Resources. If the answer is YES to ALL of the question in Section 2, proceed to Section 3.

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	No <input type="button" value="v"/>
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	No <input type="button" value="v"/>

IF the answer is YES to ANY of the questions in Section 3, THE INDIVIDUAL SHOULD BE CLASSIFIED AS AN EMPLOYEE and processed appropriately through Human Resources. If the answer is NO to ALL of the question in Section 3, proceed to Section 4.

Section 4: CLASSIFICATION OUTCOME

IF...All questions in Section 1 = NO All questions in Section 2 = YES All questions in Section 3 = NO	THEN....Individual is an Independent Contractor PROCEED WITH A SERVICE CONTRACT
IF...Any questions in Section 1 = YES Any questions in Section 2 = NO Any questions in Section 3 = YES	THEN....Individual is either an Employee or Temporary Agency staff CONTACT HR
IF...Answers to questions are unknown Or not applicable	THEN....Consult with Procurement & Contracts before proceeding

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6. CONTRACTOR INFORMATION: Fill out as appropriate. State of WA OMWBE Certification No. and WA State UBI are not required if the vendor is not registered in the State of Washington. The name of Contractor liaison is the primary point of contact for the contractor if that contact is different from the contractor. The name of the EWU liaison is the name of the primary contact within the department for the contractor. The Fee for Service in this section is the total amount to be paid to the contractor and should not include expenses.

1.0 CONTRACT INFORMATION

Contractor Information			
Legal Name	Wile E Coyote		
If DBA (Doing Business As)	ACME Corp		
Mailing address:	123 Axel Ln, Hollywood CA		
Name of Contractor liaison:	Road Runner		
Contact information:	Phone: 555-5555	Email: looney@tunes.com	
Federal ID / SSN: 123-45-6789	WA OMWBE Certification No: N/A	WA UBI No: N/A	
University Information			
Name of EWU Liaison:	Swoop		
Mailing address:	218 TAW		
Contact information: Phone:	Phone: 359-5555	FAX:	Email: swoop@ewu.edu
Other Information			
Contract Term – 1 year or less (shall not exceed end date):	Begins: 01/01/2020	Ends: 01/03/2020	
Scope of Services (describe):	Will be providing mascot services at the Pavilion on the night of 01/02/2020 for a basketball game from 6pm- (pm. Travel days will be 01/01/2020 and 01/03/2020. Contractor will be paid \$1000 and reimbursed for \$1,000 in travel expenses		
Fee:	Rate: \$	Per:	Total fees not to exceed: \$ \$ 1,000.00

7. FEES AND EXPENSES: Enter the total amount of travel or other expenses the contractor may be reimbursed for in section 3.1. Provide a breakdown of the travel expenses in section 2.

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 \$ 1,000.00 ; 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.

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- 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: Airfare | Amount: \$ 611.00 |
| Expense: Lodging | Amount: \$ 206.00 |
| Expense: Per Diem | Amount: \$ 183.00 |

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.

8. **SIGNATURES:** Have the Contractor Sign the last page. The Contract's Office will sign as EWU and return a fully executed copy of the agreement to the contractor. **Please note that all contracts should be fully executed (signed by both parties) before work begins.**

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

EASTERN WASHINGTON UNIVERSITY:

CONTRACTOR:

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Date:

Date: