

Personal Services Contract

INSTRUCTIONS: Submit one completed and signed copy of this agreement to Purchasing Office along with signed W9 and Independent Contractor's Check List.

After approval by CFO, Purchasing generates the PO and notifies the department re: approval status. Following approval, official contract copies are retained by Purchasing.



UMPQUA COMMUNITY COLLEGE, hereafter referred to as **COLLEGE**, and _____, hereafter referred to as **CONTRACTOR**, agree to the following terms and conditions for the purpose of rendering the following services:

Schedule of Services and Payment: CONTRACTOR will comply with the following schedule in performance of service or delivery of product:

Services to begin (Date): _____ Completion Date: _____

Interim progress payment (optional):

Date: _____ Service: _____ Amount: \$ _____

Date: _____ Service: _____ Amount: \$ _____

PAY TOTAL: \$ _____

1. Independent Contractor Certification: Prior to payment rendered, CONTRACTOR certifies:

- A. I am not an employee of Umpqua Community College and have not been employed by COLLEGE in the last twelve (12) months. I therefore waive any and all claims to benefits otherwise provided employees, including, but not limited to: medical, dental, or other health insurances, retirement benefits, unemployment benefits, liability insurance, or workers' compensation insurance.
- B. The services provided are not supervised by COLLEGE, and the only demand on time is faithful performance and delivery of described services by specified deadline.
- C. I am: _____, am not _____, licensed by the State or other political subdivisions to provide similar services for other customers.
My license number is -----: _____
My Federal Tax ID# (TIN/EIN) is : _____
My SS# is -----: _____
- D. I understand that I am solely responsible for federal and state taxes and social security payments applicable to monies received for services herein rendered. I understand IRS Form 1099 will be filed on payments received when appropriate.
- E. No services are to be performed until this certification data is received and approved by the CFO and authorized by a Purchase Order.
- F. Payment will be made by the Accounting and Finance Office *after* receipt of verification from the originating department that the specified services have been satisfactorily performed and the submittal of a Pay Application (Invoice) by the Contractor.

2. The parties of this contract understand that an independent CONTRACTOR is not eligible to receive worker's compensation benefits unless said person has obtained coverage for such benefits pursuant to ORS 656.128. If CONTRACTOR is performing the services with the help of others, it is understood that CONTRACTOR is responsible to obtain and maintain in full force workers' compensation insurance for involved parties and file a Certificate of Workers' Compensation with this form.
3. CONTRACTOR agrees to indemnify and hold harmless COLLEGE for any damages, expenses, costs and disbursements, and attorney's fees incurred as a result of CONTRACTOR'S negligence in performance of the services or duties for which he/she is contracted. The COLLEGE strongly recommends that CONTRACTOR has in effect professional liability insurance for protection against errors and omissions in performing this work.

4. Required Data & Signatures:

4.1. Budget Code: _____ **Account Code:** _____

4.2: Grant Name and Code, (if applicable): _____

4.3: Signatures/Approvals:

Contractor's Signature

Department Administrator's Signature

Contract is not binding unless signed and approved by CFO.

Contractor's Name (type or print) Date

Dept Administrator's name (type or print) Date

Contractor's address: Street City State Zip

Contractor's email address: Phone:

Signature/Approval: CFO or President (type or print name) Date

Full explanation of the IRS Form W-9 can be found at <https://www.irs.gov/forms-pubs/about-form-w-9> or www.irs.gov and search for W-9.

4.4. Purchase Order Number: _____

(Generated by Purchasing Staff).



INDEPENDENT CONTRACTOR CHECK LIST

INSTRUCTIONS FOR COMPLETING CHECKLIST

Prior to engagement, the responsible UCC staff will complete the checklist to help ensure that the individual is correctly classified as either an employee or an independent contractor. The department then forwards this document, along with the Personal Services Contract and Contractor's signed W9, to the Purchasing Office for formal review.

SECTION A: INDIVIDUAL'S CONTACT INFORMATION

First name: _____ Last Name: _____

Address: _____

Federal Id#: _____ Telephone: _____

Email: _____

SECTION B: RELATIONSHIP WITH THE COLLEGE

	YES	NO
B.1 Is the individual currently working for the college as an employee or has the individual worked for the college as an employee within the current calendar year?		
B.2 Does the individual have a continuing relationship with the college and perform work on reoccurring or ongoing basis?		
B.3 Will the individual be required to devote essentially full-time hours to perform services for the college preventing the individual from providing services to other clients during the contract period?		
B.4 Will the individual be expected to or required to perform full-time work hours at the college or facilities operated by the college?		
B.5 Will the individual be expected to comply with instructions or directions from college staff to where, how, and when the work is to be performed?		
B.6 Is the individual required to receive training from college staff to enable the individual to perform the work?		
B.7 Will the college be responsible for hiring, supervising, and compensating workers who will substantially assist the individual performing the requested services?		
B.8 Will the individual be paid for services based on an hourly, weekly, or monthly basis?		
B.9 Will the college provide a significant amount of tools, equipment, or materials needed by the individual to perform the services?		
B.10 Will the individual be subject to termination by the college for reasons other than non-performance of the service agreement?		
B.11 Can the individual terminate the service agreement with the college without incurring any liability for a failure to perform services?		

SECTION C: EVIDENCE OF CONTRACTOR'S BUSINESS OPERATION

YES NO

C.1 Does the individual perform work (or could perform work) at an office, facility or location off campus that is maintained at the individual's expense?

C.2 Does the individual provide services to other businesses as an independent contractor?

C.3 Does the individual possess the appropriate licenses, certifications and insurance?

C.4 Is the individual paid for the end product?

C.5 Are travel expenses included in the price of the contract?

SECTION D: CLASSIFICATION OUTCOME

IF: All questions in Section B = NO
All questions in Section C = YES **THEN:** The individual is classified as an Independent Contractor

And a W-9 is Attached:

IF: All questions in Section B = YES
All questions in Section C = NO **THEN:** The individual is likely an Employee

SECTION D: CLASSIFICATION OUTCOME DISAGREEMENT

It is not necessary for *all* questions in section B to be NO and *all* questions in section C to be Yes to be classed as an Independent Contractor. The section below is provided for the department to add any justifying context or special circumstances regarding the individual's classification. Send the completed checklist along with your explanation to the Purchasing Office and if necessary, the Office of Business Services will review it with Human Resources to determine the correct classification. A final determination will be provided to the department within 5 business days.

Explanation/Remarks:

SECTION F: SIGNATURES:

Staff Signature

Department

Printed Name

Reviewed and Approved by College CFO or President ->