

**STANDARD INDEPENDENT CONTRACTOR AGREEMENT (SICA)
Individuals Only – Do not use for business entities**

SECTION 1: INDEPENDENT CONTRACTOR DETERMINATION

An INDEPENDENT CONTRACTOR is an individual or entity that offers services to the general public. Services can be scheduled for a particular day and time, with a start and end date, or in phases, and can be paid as a flat fee or per job/project completion. Examples of independent contractors include musicians, entertainers/performers, consultants, outside auditors and construction contractors.

An EMPLOYEE is an individual who typically works for a single employer pursuant to an established schedule, (full or part-time), a salary or hourly rate of pay, and under the employer's direct supervision. Work provided by an employee is done on a continual basis and involve a variety of duties or responsibilities.

Please provide the following information to verify independent contractor status.

1. EQUIPMENT, MATERIALS AND TOOLS

QUESTION: Will YSU supply all necessary equipment, materials, and tools for the individual/entity to perform the service or work? (i.e., Will the individual/entity supply no equipment, materials, or tools, including talent, expertise, or experience necessary to perform the service or work?).

ANSWER: YES NO

2. AVAILABILITY OF SERVICES

QUESTION: Does the individual/entity exclusively supply the services or work only to benefit YSU (i.e., Is YSU the only customer for this individual/entity?)

ANSWER: YES NO

3. SUPERVISION

QUESTION: Will a YSU employee directly and consistently supervise the individual/entity while the work or service is being performed? (i.e., Does a YSU employee/manager have nearly complete control over the individual/entity doing the work including preparation, scheduling, how the service/work is managed, and performance evaluation?).

ANSWER: YES NO

4. TRAINING

QUESTION: Does YSU need to specifically train the individual/entity on the precise/exact skills needed to provide the service or do the work? (i.e., Does YSU require the individual/entity to complete YSU training or a probationary period in order to learn the specific skills/expertise that form the basis of the service?).

ANSWER: YES NO

5. FULL-TIME WORK

QUESTION: Does YSU require that the individual/entity devote most or all of their available work hours to YSU? (i.e., Is the individual/entity required to dedicate the majority of their work time, attention, and energy to YSU, such as adhering to an established part or full-time work schedule?).

ANSWER: YES NO

6. ASSISTANTS

QUESTION: Will YSU determine if the individual/entity needs more worker/assistants, and also hire, supervise, and pay those workers/assistants? (i.e., Is it up to YSU to determine when and if additional workers are needed to complete a project or provide a service and how those workers/assistants will be hired, supervised, and paid?).

ANSWER: YES N

7. YSU EMPLOYMENT

QUESTION: Are you a current YSU employee?

ANSWER: YES N

REQUIRED: A detailed description of the work or service to be provided including start and end date; failure to provide this information will result in return of the information packet and a delay in processing. **Failure to provide sufficient information will result in a return of this form and could delay the approval process.**

If any question is marked YES, STOP. Contact Procurement Services at (330) 941-3163 or procure@ysu.edu for determination of worker classification as Independent Contractor or Employee. If determined not to be an Independent Contractor, Department will be referred to Human Resources at HR@ysu.edu

If all questions are marked NO, proceed to Section 2.

I certify that the information provided above is true and accurate to the best of my ability.

Vendor Signature and Date _____

SECTION 2: STANDARD INDEPENDENT CONTRACTOR AGREEMENT (SICA)

THIS AGREEMENT, made by and between Youngstown State University hereinafter referred to as "University" and _____ hereinafter referred to as "Contractor" whose address is _____ executed for the provisions of service pursuant to the terms and conditions set forth below.

SCOPE OF SERVICES

Contractor shall, within the framework of this Agreement, devote its full and undivided time and perform its professional services with the standard of professional care and skill customarily provided in the performance of such services.

Contractor shall avoid conflicts of interest and appearances of impropriety relating to and as determined by YSU.

Description of services in project (If description is too long, attach a separate document):

PROJECT TITLE: _____

SCHEDULE (MUST BE COMPLETED)

The service will begin _____ and be completed no later than _____ except as otherwise agreed to by the University. Time is of the essence in the Agreement. The University and Contractor both reserve the right to completely cancel the contract and the services to be rendered by the Contractor for any reason upon thirty (30) days written notice to the other party. In the event of termination prior to completion of all work described above, the services rendered by the Contractor shall be in full satisfaction of the portions of the total work actually completed up to the time of such termination, and the University shall render payment for all services actually completed prior to the termination.

As an independent contractor, Contractor shall determine its work schedule and shall perform services pursuant to this Agreement when appropriate.

COST FOR SERVICES/TRAVEL

The fee to be paid the Contractor for basic services rendered under this Agreement shall be _____ dollars (\$) or _____ dollars (\$) per billed hour. Fee for travel expenses shall be _____ dollars (\$). Contractor shall provide a billing statement itemizing the hours billed. Payment will be made after all services have been rendered and necessary documentation is received in Accounts Payable.

The entire contractual amount for **services and travel** shall not exceed **(MUST BE COMPLETED)** \$ _____

INDEPENDENT CONTRACTOR

In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee, or servant of the other, and each is responsible only for its own conduct. Contractor shall not be deemed to be an employee of Youngstown State University for purposes of wages, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, or for any other purpose. As an independent contractor, Contractor, its employees, and agents, is solely responsible for worker's compensation, unemployment compensation, taxes, social security, and fringe benefits. Contractor agrees to indemnify Youngstown State University, its officers, employees, agents, and assignees, for all claims, costs, actions, causes of action, losses or expenses (including attorney fees) related thereto, or resulting from the actions, omissions or negligence of the Contractor, its officers, employees and agents pursuant to this Agreement. Contractor agrees that it will not subcontract any work under this Agreement nor assign any or all of this Agreement without the prior written approval of the University.

OTHER PROVISIONS

This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, are hereby merged into this Agreement. No amendment or modification to this paragraph shall be effective unless the same is in writing signed by the party to be charged.

The University shall be considered the sole and exclusive owner throughout the world forever of all rights existing as a result of the Contractor's performance of this Agreement, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all forms, and media now or hereafter known and developed.

If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby. This Agreement shall be governed by and construed under the laws of the State of Ohio and **Youngstown State University Terms and Conditions available on the website at [Purchase Order Terms and Conditions](#)**.

FINDINGS FOR RECOVERY (R.C. 9.24). Contractor warrants that it is not subject to any “unresolved” findings for recovery under O.R.C. 9.24. If the warranty is deemed to be false, this Agreement is void *ab initio* and contractor must immediately repay to the University any funds paid under this Agreement.

TERMS AND CONDITIONS RELATING TO FEDERALLY FUNDED AGREEMENTS: It is understood that by signing this agreement, the contractor agrees to comply with the following: the Equal Opportunity Act, Copland “Anti- Kickback” Act, Davis-Bacon Act, contract Work Hours and Safety Standards Act, Clean Air Act, Federal Water Pollution Act, Byrd anti-Lobbying Amendment, and Debarment and Suspension (E.O.s 12459 and 12689). If contractor is found to be in violation of any of these acts, this agreement is void *ab initio* and contractor must immediately repay to the University any funds paid under this agreement.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

ANTI-BOYCOTTING RESTRICTION: Pursuant to O.R.C. Section 9.76(B), contractor warrants that contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

TAXES: Contractor is responsible for any applicable taxes.

COMPLETION OF REQUIRED OHIO PUBLIC EMPLOYEE RETIREMENT SYSTEM (OPERS) FORM(S):

Contractor certifies the applicable OPERS form(s) have been completed and uploaded to [Procurement Services Secured Document Upload](#):

1. If contractor is not receiving a benefit from OPERS -I have completed and uploaded as described above, the [Non- Member Acknowledgement Form](#), including all of Step 1 AND the start date and end date of service in Step 2.
2. If contractor is receiving a benefit from OPERS – I have completed and uploaded as described above, the [Non- Member Acknowledgement Form](#), including all of Step 1 AND the start date and end date of service in Step 2; **and** [Form SR-6 Notice of Re-employment or Contract Services](#), including Step 1 and Step 2. Contractor may want to contact OPERS to see if benefits are impacted.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this ____ day of _____, 20 ____.

YOUNGSTOWN STATE UNIVERSITY

Signature _____

Print Name _____

Title _____

Date _____

CONTRACTOR

Signature _____

Print Name _____

Title _____

Date _____

Banner ID# (must complete) _____

United States Citizen Yes ____ No ____

Non-resident Alien Visa Type

(Please provide copy with this contract)