

# INDEPENDENT CONTRACTOR AGREEMENT (ICA) INSTRUCTIONS

The Independent Contractor Agreement (ICA) is a BGSU contract completed by the Department prior to purchasing a **SERVICE** from an **INDIVIDUAL**.

**INDIVIDUALS** are those vendors that would mark their federal tax classification as an “Individual/sole proprietor or single- member LLC” on a W-9 Form. This can include speakers, entertainers, and providers of all general services (installation, maintenance, etc.)

## **IMPORTANT:**

The Independent Contractor Agreement **NEEDS** to be signed prior to the Independent Contractor coming to campus. The purpose of this agreement is to agree to payment expectations as well as liability responsibility should something happen while the service is being performed.

The independent contractor onboarding process **SHOULD** be completed before the independent contractor renders services, as best practice. This agreement states that payment is only guaranteed if the independent contractor *successfully* completes the onboarding process. This includes sanction screenings, criminal background checks, TIN validation/SSN validation, bank validation, OPERS review, scope of work review, and a conflict of interest review. Each step is an opportunity for an issue to arise, which would prevent from completing the onboarding process and therefore jeopardizing payment processing. The independent contractor should understand these requirements before agreeing to provide services outside of an approved onboarding status.

## **FILLING IN THE ICA FORM...**

**DATE RANGE** in **section 1.3** cannot exceed 12 months.

**LICENSE** referred to in **section 1.4** is a professional license. For example, the State of Ohio requires licenses for Massage Therapists and Counselors.

**TOTAL AMOUNT** that BGSU will pay the Independent Contractor should be less than \$50K. If greater than \$50K, contact Purchasing for competitive bid requirements. Service may be a single event or multiple events having a duration of up to 12 months.

**FLAT FEE** in **section 2.0** is the fee that is agreed upon and should encompass **ALL** associated costs. **\*Note:** No longer offering reimbursables, mileage, etc.

## **FILLING IN ATTACHMENT A...**

**ATTACHMENT A** is a document that must be attached to every ICA. The document needs to describe in detail the services that will be provided, otherwise known as the **Scope of Work (SOW)**. It must also list all **fees and expenses** that will be charged for the services.

### **SCOPE OF WORK (SOW)**

- Detailed description of what services have been agreed upon
- List of expectations
- When and Where services will be rendered
- Items Independent Contractor will bring
- Items BGSU will provide (mic, podium, whiteboard, bottled water etc.)

### **FEES AND EXPENSES**

- Cost of each service being provided
- Specify if paying by the hour or the job completion
- If paid from a Grant budget include Grant name and number

**The Independent Contractor may provide a document listing SOW and Fee information which can be used in lieu of Attachment A, but please note the following:**

The document **CANNOT** contain a signature section

The document **CANNOT** contain its own Terms and Conditions

The attached document must be labeled **“Attachment A”**

**Budget Admin Initials** are required for all ICA's that are **\$15k or over**

**SIGNATURE** of ICA should be in compliance with BGSU Delegation of Contract and Signature Policy #3341-1-7.

<https://www.bgsu.edu/content/dam/BGSU/general-counsel/policies/governance/delegation-of-contract-and-signatory-authority.pdf>