

THE UNIVERSITY OF TEXAS AT EL PASO

AUTHORIZATION OF PERSONAL SERVICES

Approval is requested to compensate the individual named below for the services described

No. to be assigned in Payroll Office

Name: \_\_\_\_\_ UTEP Employee ID: \_\_\_\_\_

Permanent Address:

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Citizenship Status:  U.S. Citizen  Permanent Resident  Foreign National

Type of Service:  Contracted Service  Guest Speaker  Continuing Ed Instructor  Other Personal Service

Status of the Proposed Provider (Complete Contractor Classification Checklist for Determination):

Other Personal Services (Non-PO) or  Independent Contractor (Non-PO-Acct Code 60305)

Description of Services:

\_\_\_\_\_

Location of Services:

\_\_\_\_\_

Qualifications:

Attach vita/resume or provide a brief statement if a qualifications status is that of a current University employee.

Employment Status:

Private/Self Employed  Federal Employee  
 UTEP/UT System Employee\*  Other State Agency

Title: \_\_\_\_\_

Department: \_\_\_\_\_

Institution: \_\_\_\_\_

Title: \_\_\_\_\_

Department: \_\_\_\_\_

Agency: \_\_\_\_\_

Director of Employee's Dept. \_\_\_\_\_ Date \_\_\_\_\_

Requires Advance Approval of UTEP Director/Dept Chair/or UT Component President

Director of Employee's Dept. \_\_\_\_\_ Date \_\_\_\_\_

Requires Advance Approval of Employing State Agency

Nepotism Statement:

Name, relationship, title and department of any UTEP employee or U.T. System Regent or employee who is related to the above individual

Proposed Payment:

Rate: \_\_\_\_\_

Total Fee: \_\_\_\_\_

Transportation: \_\_\_\_\_

Other (Specify): \_\_\_\_\_

Estimated Total: \_\_\_\_\_

Period of Service: From \_\_\_\_\_ To \_\_\_\_\_

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Requesting Dept: \_\_\_\_\_

Form Prepared By: \_\_\_\_\_

Phone: \_\_\_\_\_

Approvals:

I accept the provision of this agreement.

Contractor \_\_\_\_\_ Date \_\_\_\_\_

Chairperson/Director/PI \_\_\_\_\_ Date \_\_\_\_\_

Dean \_\_\_\_\_ Date \_\_\_\_\_

Vice President \_\_\_\_\_ Date \_\_\_\_\_

Grant or Contract Certifications (if applicable): The requested services are essential and (1) cannot be performed by persons receiving salary support under this grant/contract; (2) the selection process insured selection of the most qualified individual available; (3) the fee is appropriate; (4) the individual is not an employee of the University; and (5) the proper documentation is on file in the support of the above.

Principal Investigator \_\_\_\_\_

For Office of Sponsored Projects or Contracts/Grants Accounting \_\_\_\_\_

\*NOTE: University employees must perform work completely outside the scope of their normal job duties in order to receive this supplemental payment.

Route original to Payroll Office, University Towers, 1900 Oregon Street, Suite 100, El Paso, Texas 79902.

## Contractor Classification Checklist Employee/Independent Contractor

The information provided below will assist the University in determining whether the individual performing the services will be classified as an independent contractor or as employee of the University. These questions are intended as a guide in making this classification. Further evaluation may be requested based on specific individual circumstances.

### Section I Relationship with the University

	YES	NO
A. Does this individual currently work for the University as an employee?	_____	_____
B. Has an offer of employment been extended to this individual?	_____	_____
C. Did this individual work as an employee of the University during the 12 months prior to the date of this contract?	_____	_____

*If the answer is "No" to all questions, proceed to Section II.*

*If the answer is "Yes" to any of the questions, the individual should be classified as an employee and paid via payroll.*

### Section II Classification Guidelines (Complete only section A,B, or C depending on the services performed by the individual)

	YES	NO
<b><u>A. Guest Speaker/Continuing Education Instructor</u></b>		
1. Will the University provide course materials and tools?	_____	_____
2. Will the University reimburse the individuals for course related expenses?	_____	_____

*If the answers to questions 1 and 2 are "Yes", treat the individual as an employee. If the answer to either is "No", proceed to 3 & 4*

3. Is the individual an invited guest speaker to lecture in a seminar, colloquium, class, etc.?	_____	_____
4. Has the individual been engaged by the University fewer than 5 times in the past 12 months?	_____	_____

*If the answers to questions 3 and 4 are "Yes", treat the individual as an independent contractor.*

*If the answer to either question is "No", proceed to question 5.*

5. Has the individual provided the same or similar services to other unrelated entities in the last 12 months?	_____	_____
6. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual's expertise?	_____	_____

*If the answer to 5 is "Yes" and 6 is "No", treat the individual as an independent contractor. If the answer to 6 is "Yes", then treat the individual as an employee.*

	YES	NO
<b><u>B. Researcher</u></b>		
1. Will the individual perform research under the supervision of a University professor or employee?	_____	_____

*If the answer to question 1 is "Yes", treat the individual as an employee. If the answer is "No," proceed to 2, 3, & 4.*

2. Will the individual serve in an advisory or consulting capacity with a University professor or employee?	_____	_____
3. Has the individual provided the same or similar services to other unrelated entities in the last 12 months?	_____	_____
4. Will the period of service be completed within 30 days?	_____	_____

*If the answer to questions 2, 3, and 4 is "Yes", treat the individual as an Independent Contractor, otherwise treat the individual as an employee.*

	YES	NO
<b><u>C. Research Trainees/Student Award/Grant/Support</u></b>		
1. Will the student be enrolled during the training period?	_____	_____

*If the answer to question 1 is "Yes", treat the individual as a UTEP Student and process payment via Student Notice of Award. If the answer is "No," proceed to question 2, 3, & 4.*

2. Will the amount paid/allowed be for the benefit of aid to an individual performing independent educational activities, study, or research?	_____	_____
3. Will the period of service be completed within 90 days?	_____	_____
4. Is research trainee/student pursuing an undergraduate or graduate degree?	_____	_____

*If the student is not enrolled and the answer to questions 2, 3, and 4 is "Yes", treat the individual as a Student Research Trainee under Other Personal Services.*

	YES	NO
<b><u>D. Individuals Not Covered Under A, B and C</u></b>		
1. Has the individual provided the same or similar services to other unrelated entities or to the general public as a trade or business during the last 12 months?	_____	_____
2. Will the period of service exceed 30 days?	_____	_____
3. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual's expertise?	_____	_____
4. Can the University set the number of hours and/or days of the work week that the individual is required to work, as opposed to allowing the individual to set his/her own work schedule?	_____	_____

*If the answer to question 1 is "Yes" and 2, 3, and 4 is "No", treat the individual as an Independent Contractor. Otherwise the individual should be paid as an employee via payroll.*

Forms required if employee:

W-4, I-9 complete at Human Resources Office

Forms required if Independent Contractor:

Payee Information Form complete at Purchasing Office

## TERMS AND CONDITIONS

If the Individual is classified as an independent contractor, the following terms and conditions apply.  
The contractor must indicate acceptance of these terms and conditions by signing the APS cover sheet

1. For this agreement the terms "University" shall mean The University of Texas at El Paso and "Contractor" shall be defined as the provider of services to University.
2. This document constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement.
3. This agreement may not be amended or otherwise altered except upon the written agreement of both parties.
4. This agreement is not assignable without the express written agreement of both parties.
5. Contractor agrees to perform the services with that standard professional care, skill, and diligence normally provided in the performance of similar services.
6. Payment for services rendered will be made only upon satisfactory completion of services as certified by the responsible University representative or Principal Investigator as applicable.
7. The parties shall be independent contractors in the performance of this agreement and nothing herein is intended to make or may be construed to make either party, or the officers, employees, or agents of either party, an employee, agent or representative of the other party.
8. Either the Contractor or University may terminate this agreement at any time by notifying the other party in writing at least ten (10) days prior to the termination of service. In the event of early termination, University shall only be liable for payment of services performed prior to termination. Contractor will not be compensated for any anticipated future services not rendered.
9. Contractor agrees to indemnify and hold harmless University from any claim, damage, liability, injury, expense, or loss arising out of Contractor's performance under this agreement.
10. Contractor shall not be compensated for course development, course preparation or course materials.
11. Contractor agrees that all inventions and discoveries, whether patentable or not, made by Contractor solely or jointly, resulting from services performed for University during the term of this agreement shall belong to and be the property of University. Contractor will promptly disclose to University all such inventions and discoveries and will assign the same to University. Contractor will, upon request of University, execute and deliver to University disclosures and other information useful or necessary for the preparation of applications for patent(s) of the United States and any and all other countries, covering such inventions and discoveries, and assign the same to University or its assigns. Contractor will render all reasonable assistance to University or its assigns and its attorney in preparing said patent applications and will, upon request of University, execute all instruments and documents and do all things reasonable, necessary or convenient to protect the rights of University.
12. By signing this Agreement, Contractor certifies that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. (If Contractor is unable to certify this statement, an explanation must be attached.)
13. This agreement shall be governed by the laws of the State of Texas.
14. To the extent that Chapter 2260, Texas Government Code, is applicable and is not preempted by any other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 shall be used by The University of Texas at El Paso and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor that cannot be resolved in the ordinary course of business. The Chief Business Officer of The University of Texas at El Paso shall examine provider's claim and any counterclaim and negotiate with the Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution by The University of Texas at El Paso nor any other conduct, action or inaction of an representative of The University of Texas at El Paso constitutes or is intended to constitute a waiver of The University of Texas El Paso's or the state's sovereign immunity to suit; and (ii) The University of Texas at El Paso has not waived its right to seek redress in the courts.

**Collection of Personal Information Notice (House Bill 1922):** With few exceptions, you are entitled on your request to be informed about the information the University of Texas at El Paso collects about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you are entitled to receive and review the information. Under Section 559.004 of the Texas Government Code, you are entitled to have the University of Texas at El Paso correct information about you that is held by us and that is incorrect, in accordance with the procedures set forth in the University of Texas System Business Procedures Memorandum 32. The information that the University of Texas at El Paso collects will be retained and maintained as required by Texas records retention laws (Section 441.180 et seq. of the Texas Government Code) and rules. Different types of information are kept for different periods of time.

# Instructions for Completing the Authorization for Personal Services

## 1. Purpose

This form is required for authorization to engage and pay for personal services, consulting services, guest lecturers, certain continuing education instruction and other temporary services to an individual. An approved copy of this form must be submitted with a local voucher or time sheet to generate payment.

## 2. Instructions

### Nature of Service

- Contracted Services-defined as work performing a study or providing advisory services to a department.
- Guest Lecturers-A guest speaker at lectures, seminars, colloquia or similar events;
- Continuing Education Instruction; and
- Other Personal Services-includes services such as setting up a network facility, developing a database.

### Status of Proposed Provider

If the individual is already employed with the University the "employee" category must be selected. If not, the Employee/Independent Contractor Classification Checklist portion of the form must be filled out to determine whether the individual should be treated as an employee or independent contractor. This is necessary to comply with Internal Revenue Service guidelines.

Pursuant to state law, individuals who have been employed by the University within the prior 12 months must be treated as an employee for payment purposes, not as an independent contractor.

**Generally if the service period is for 30 days or more, the status is that of an employee and the individual should be appointed via an Appointment Action form.**

**Description of Services** - provide a complete description of the service to be provided.

**Location of Services** — where will the services be performed

**Qualifications** - Attach vita/resume or provide a statement of qualifications if status is that of a current University employee.

### Employment Status

Indicate appropriate category. Arrangements with employees of other University of Texas System components will require a written statement of approval from the President of the other institution. Such requests should be submitted to the Office of the President at least 30 days prior to the date services are needed to provide time for that office to initiate appropriate communication with the other institution.

### Employee/Independent Contractor Classification Checklist

Follow the instructions in these questions carefully to determine whether the services should be considered employee or independent contractor. It is essential that due care be used in answering these questions.

Note that if the determination is that of an employee, a W-4 Form and 1-9 paperwork must be filled out in the Human Resources Office. If the determination is that of an independent contractor, a Payee Identification Form (PIF) must be on file in the Purchasing office before payment may be made.

Travel expenses may be reimbursed for Guest Lecturers or all contracted services. Original receipts must be submitted for reimbursement.

### Terms and Conditions

This section must be reviewed by the contractor agreeing to the terms as outlined. The signature indicating agreement to the terms and conditions is located on the front page of the APS form.

## 3. To Generate Payment

If the provider status is that of an employee, submit a copy of the approved APS form with a contracted services time sheet (OV7) to the Payroll Office to generate payment. The department will be charged for social security, unemployment compensation, worker's compensation and, if the employee is eligible, retirement.

If the provider status is that of an independent contractor, upon completion of the work, submit a local voucher (VP2) with the approved APS form to the Payroll Office to generate payment.

## 4. Payments to Current University Employees

Normally, supplemental payments for services will not be paid to University staff in their "home" department unless the payment is for overtime. However, on occasion University employees are hired in other departments to provide a service. This form should be used to obtain approval for such service. However, the work performed must be completely outside the scope of their normal job duties. Non-exempt employees who are performing similar work in another department must be paid time and a half and payment must be generated in accordance with the approval and payment process of overtime.