

# Business and Finance Division

SAINT LOUIS UNIVERSITY

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## How to Prepare a Standard Services Agreement

This Agreement, ("Agreement"), is made and entered into this     (1)     day of \_\_\_\_\_, 200     by and between Saint Louis University, ("the University"), a Missouri nonprofit corporation, whose principal address is 221 North Grand Avenue, St. Louis, MO 63103 and \_\_\_\_\_     (2)    , ("Provider") an Independent Contractor and [**(3)**] Sole Proprietorship [ ] Partnership [ ] Professional Corporation [ ] Corporation [ ] LLC Sole Proprietor [ ] LLC Partnership [ ] LLC Corporation [ ] Other \_\_\_\_\_ of the state of \_\_\_\_\_     (4)    , whose principal address, phone and facsimile is \_\_\_\_\_     (4)    .

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1. Enter the current date.

2. Enter the name of the Provider or Independent Contractor as shown on their income tax return.

3. Check appropriate box for type of business:

- a. Sole Proprietorship - An unincorporated business owned by the Independent Contractor
- b. Partnership - A for-profit business association of two or more persons
- c. Professional Corporation - A business organization which allows "professionals" to practice in an association of individuals. Such professionals include, but are not limited to attorneys, doctors, accountants, etc.
- d. Corporation - A business organization which has a separate legal personality from its members and can own property, incur debts, sue, and be sued. SSA not required for Corporations. See SSA guidelines.
- e. LLC Sole Proprietor - Sole Proprietorship or Single-Owner LLC
- f. LLC Partnership - Partnership or multi-member LLC
- g. LLC Corporation - Single or multi member LLC electing corporate status on Form 8832. SSA not required for Corporations. See SSA guidelines.
- h. Other - Any other type of business not previously mentioned.

4. Enter the state, full address, telephone number and fax number of the Provider or Independent Contractor as indicated on their income tax return.

## Section 2 – Terms of Payment

- If payment is for one-time services, enter the agreed upon amount to be paid by the University. If payment is for multiple dates leave blank and enter the rate of pay on Exhibit A in Other Terms and Conditions.
- A W-9 must be completed personally by each Provider. Once completed with the first agreement, it will be retained on file in the Controller's Office. If you are unsure if a W-9 is

already on file for this provider, please contact Financial Services, [fin\\_serv@slu.edu](mailto:fin_serv@slu.edu) or your Medical Center Finance Office representative. To obtain the W-9 form and instructions visit <http://www.slu.edu/services/busfin/pdf/formW9.pdf>.

### **Section 3 – Termination**

- Check the appropriate box stating whether the Agreement may or may not be terminated.

### **Section 4 – Indemnification and Insurance**

- A Provider with an agreement where services exceed \$10,000 or a provider performing a high risk service for less than \$10,000 must get the approval of Risk Management to waive or modify the insurance provision.
  - o Check the box in the second paragraph if the Provider is to maintain comprehensive liability insurance as specified in the agreement. This particularly applies to high risk providers.
  - o For standardized patients, the insurance provision may be waived and the checkbox may remain blank.
  - o For further clarification, contact Risk Management, 977-3952 or [mertontk@slu.edu](mailto:mertontk@slu.edu).
- Agreements for academic units require the approval of the Vice President, Frost Campus.
- Agreements relating to clinical services in the UMG require the approval of the UMG CEO.
- Agreements relating to Information Technology Services require the approval of the VP-CIO.
- Non-academic and non-UMG agreements require the approval of the VP & CFO (or the Assistant Vice President for Business Services who has authority to sign contracts up to \$25,000), except for Student Development, President, Facilities Management, and General Counsel.
- Independent Contractor signature must include signature and printed name, organizational title if applicable, and Federal ID Number or Social Security Number.

### **Detailed Description of Services to be Performed**

- Enter a detailed description of services to be performed and attach any additional information or supporting documentation.
  - o For standardized patients, include the terminology "The University hereby engages IC to act as patients presenting with various medical conditions and where appropriate to provide additional teaching and instruction on such conditions for the University's students to be performed (collectively, "the Services") and is not an employee of the University within the current calendar year."

**Location of Services** - Enter the location of where the work/service is to be performed, include building and room number if applicable.

**Date and Time of Performance/Completion** - Enter the date and time of service/performance(s) and service completion. This may include specific dates, or a range of dates. The range of dates may go beyond the fiscal year or may be for multiple years.

## Other Terms and Conditions

- List any other terms or conditions agreed upon by both parties but not previously outlined in contract.
  - o Contract provisions from the Addendum may be pasted into this section.
  - o If term of payment is left blank in Section 2 of SSA, include the rate of pay here.

**Additional Pages/Attached Addendum** - Check the appropriate boxes if additional pages of information relating to the service are attached or if an addendum is attached to inform all parties of additional terms of agreement in case of separation from the document.

### Internal Use Only

- Enter the University department contact name, telephone number and department name.
- The departmental approver must initial before forwarding for authorized signature. This should be the same individual that approves the document for payment.
- Enter the date and the provider's name from page one of the Standard Services Agreement.
- Each section of the Addendum may or may not apply to certain categories of Providers or Independent Contractors. All parties involved in the Standard Services Agreement must initial next to each section of the Addendum that applies to the service or work to be performed.
- As an alternative, you may cut and paste the appropriate section of the Addendum to the "Other Terms and Conditions" portion of Exhibit A.

Below is a brief description of when to use each section of the Addendum:

**Confidentiality** – To be used when you do not want the provider to disclose the terms of the agreement.

**Confidential Information** – To be used when the provider has access to SLU confidential information (HIPPA, FERPA regulations, etc.).

**University's Mission** – To be used when the provider is in a public forum such as speakers and entertainers.

**Copyright** – To be used when the provider produces work and rights to that work remain only with SLU.

**Copyright Indemnification** – To be used when the provider may use copyrighted materials to produce their work.

**Registered Marks** – To be used when the provider will need to use any registered marks of SLU to produce their work. For additional information relating to registered marks, contact Marcom, 977-7270 or [boicela@slu.edu](mailto:boicela@slu.edu).

The following list is comprised of commonly used categories of providers that may require specific terms of agreement as outlined in the Addendum.

- Entertainers – University's Mission
- Lecturer/Speaker – University's Mission
- Design – Copyright
- Photography – Copyright

- Information Technology provider, Medical Transcriptionist or other such providers that will have access to confidential information – Confidential Information
- Standardized Patients – Include the terminology “The University intends to contract with IC for clinical education and training and/or services for students.”