

Contracted Services Instructions for Hiring an Independent Contractor

Contracted services are services rendered to the specifications of USNH and performed by an individual (e.g., service provider, consultant, entertainer, speaker, etc.) acting as an independent contractor. Contracted services supported by grant or contract funds must be reviewed by the Hiring Administrator to ensure they do not exceed the federal daily rate of pay. Contact the appropriate campus grants office for information regarding subcontracts.

Direct Pay (Vendor Code Required) –

Process/Routing

1. The Hiring Administrator or Business Unit initiates the form and sends to the vendor/individual providing the service[s].
2. The individual/vendor reviews, signs, and forwards the completed form to the Hiring Administrator.
3. Hiring Administrator signs and forwards to the Business Unit.
- 4.

**Employee vs. Independent Contractor
Determination Checklist**

Business units are responsible for making every attempt to ensure that an individual being hired is truly an independent contractor and will not be in a work situation that the IRS could determine is actually that of an employer/employee relationship. The IRS has established a 20-point checklist that can be used as a guideline in determining whether or not a contractor can legally be paid on a 1099. This checklist helps determine who has the "right of control." Does the employer have control or the

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Purchase Order # P
(Assigned by Business Unit)

Tracking # _____
(Assigned by Purchasing)

**UNIVERSITY SYSTEM OF NEW HAMPSHIRE
INDEPENDENT CONTRACTOR AGREEMENT
(This agreement is not in effect until signed by all parties.)**

The University System of New Hampshire (hereinafter referred to as USNH) and the Contractor specified below in Section II, (together referred to as the "parties"), agree to the following:

SECTION I: PURPOSE

The purpose of this agreement is to enter into a contract to provide services to the specifications of USNH that will be performed by an individual acting as an independent contractor. Typically, independent contractors have a separate workplace, are not supervised, and have a particular set of skills not available elsewhere within USNH. They are not entitled to employee benefits, are not covered by workers' compensation, and their pay is usually not subject to income tax withholding.

SECTION II: CONTRACTOR INFORMATION

Name: _____
Address: _____ City _____ State _____ Zip code _____
Phone: _____ Fax: _____ Email: _____

Is the contractor an employee of the USNH (includes all institutions and adjunct positions)? Yes No

If yes please explain: _____

Does the contractor or any owner, sales/service representative, or employee, have a personal relationship with a USNH employee (includes all campus locations)? (Student relationships are not considered.) Yes No

If yes, please explain _____

SECTION III: CAMPUS CONTACT INFORMATION

Hiring Department: _____
Hiring Administrator: _____
Address: _____
Phone: _____ Fax: _____ Email: _____

SECTION IV: DESCRIPTION OF SERVICE

Description:

SECTION VI: USNH INTERNAL USE ONLY:
(Must be completed by the Hiring Administrator and forwarded to the campus Purchasing Office with signed agreement.)

Justification for having work performed by an independent contractor rather than a USNH employee:

Other options considered in reaching the conclusion to hire an independent contractor:

The objective selection process included the following steps:

The fee is justified because it is calculated at the rate:

- that is consistent with the fees paid similar independent contractors;
- paid the independent contractor in his/her home institution;

Contractor's employees and/

USNH and Contractor each agree to hold the other's Confidential Information in strict confidence and not to disclose such Confidential Information to any third party (other than its own employees who have a need to know and who have been instructed concerning the restrictions on use and disclosure of the information) or to use it for any purpose other than to fulfill its

K. Bid Process

The Contractor and the agents and employees of the Contractor acknowledge that they may be excluded in any resulting competitive

The policies described shall be standard form employed in the State of New Hampshire, issued by underwriters acceptable to USNH, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days after written notice thereof has been received by USNH.

R. Laws, Rules and Regulations

This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. In connection with the performance of the services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including but not limited to civil rights and equal opportunity laws. During the term of this agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, sexual orientation, handicap or national origin and will take affirmative action to prevent such discrimination. If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United