

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)– Limited Services

Services, generally one or two days in duration, are allowable as a direct pay transaction regardless of the dollar amount. These would typically include workshop presenters, speakers, performers (musicians, singers, actors, etc.) and other similar service providers. Independent contractors providing short-term services are generally paid via the next check run; however special requests for payment at the time of service may be accommodated. For this reason, the direct pay method is more efficient than issuing a purchase order. These types of services require a detailed description of the service with authorized signatures. A campus performance agreement invoice is sufficient supporting documentation.

Requisition – Independent Contractor Agreement Form Required

All other services will be processed as a requisition. In addition, the Independent Contractor Agreement detailing the description of services will be required. [Download :alld lm1.5 (a:)6.5 (r)0.7 ()0.5 (bT56.6 T)66.5 (l)6nk5 (l)6nk5 7T56.6 Tp[ntp.5 (bT5/ sc

	Approving official
Legal Services [attorneys]	USNH General Counsel
Insurance	USNH Manager of Risk & Investments
Accounting/auditing services	USNH Controller

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 returns the completed form to the Hiring Administrator
3. The Hiring Administrator must complete the checklist to ensure that the contractor is truly considered an outside contractor, not an employee. The checklist must be completed, reviewed, and signed by the Hiring Administrator and the Business Unit Director, and forwarded as part of this agreement.
4. The Hiring Administrator signs the Independent Contractor Agreement.
5. The signed agreement is forwarded to the 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, (t 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 individual acting as an independent contractor. Typically, independent contractors have a separate workplace, are self-employed, and have a particular set of skills not available elsewhere within USNH. They are not entitled to employee benefits, are not covered 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) _____

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;
-

final payment is made. No work is to be performed or payments made until all parts of this agreement are complete and fully executed.

B. Certification of Independent Contractor Status

In signing this agreement, Contractor certifies that he or she is not an employee of the University System or State or Federal Governments or an employee of any other projects sponsored by the University System or a State or Federal Agency, and is not receiving dual compensation for the services provided herein. The Contractor, agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and are not entitled to any of the fringe benefits of employment including but not limited to medical and dental benefits, life insurance, worker's compensation, disability insurance, liability insurance or unemployment compensation.

Contractor will not represent that it has any authority to bind USNH, to assume or create any obligation, expressed or implied, to enter into agreements regarding USNH services, products or to make any warranties or representations on behalf of USNH or USNH's name.

C. Contractor's Personnel

Contractor shall provide a list of personnel to be assigned to this project. The list shall include the name, title, and contact information for each individual. Contractor shall ensure that all personnel are properly trained and qualified to perform the work assigned to them. Contractor shall maintain a list of personnel and update it as needed. Contractor shall ensure that all personnel are properly trained and qualified to perform the work assigned to them. Contractor shall maintain a list of personnel and update it as needed.

J. Data Security and Compliance

The Contractor shall employ appropriate security practices to protect USNH data under the "Contractor's Control", ~~here~~ define data on the Contractor's networks and on the servers and other devices connected to Contractor's network, while on Contractor's personal computers and backups, in Contractor's ~~office~~, while being transmitted or transported by the contractor, and while stored in Contractor's office or other facilities. The Contractor understands that "Restricted Information", as defined by USNH, requires protection mandated by legal requirements and that as a service provider to or representative of USNH, the Contractor ~~has~~ as the duty to protect that information as does USNH. The Contractor agrees to provide this whvi (w)1

SECTION IX: AUTHORIZED SIGNATURES

Notes:

By signing below, the Hiring Administrator certifies that the amount being paid to the independent contractor does not exceed a maximum rate set forth by federal regulation for fees paid using grant funds.

**By signing below the Hiring Administrator confirms that he/she has reviewed the Contractor's personal relationship status of the Contractor with a USNH employee and determined that there is no conflict of interest.

Insurance requirements waived (Initialed by the Treasurer or designee)

*Requirements cannot be waived by department or contractor

_____	_____	_____
Hiring Administrator Name	Independent Contractor	Business Unit Director (Required)
_____	_____	_____
Signature/Date	Signature/Date	Signature/Date

Procurement Authority		

Signature/Date		

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Additional Signatures when required:

- x VP Finance and Administration by campus when fees exceed \$75,000
- x USNH Vice Chancellor signature required when fees exceed \$100,000

_____	_____
VP Finance and Administration	Vice Chancellor
_____	_____
Signature/Date	Signature/Date