



# INDEPENDENT CONTRACTOR POLICY/PROCEDURE

For your information only, do not submit with packet.

## POLICY:

The requesting department selects the Independent Contractor based upon the department's needs. The requesting department reviews the guidelines for Special Consultant website and the procedure for Independent Contractor to determine how to classify and pay individuals who perform services for the University. It is the responsibility of the department to select the appropriate method. **If the Independent Contractor is not a United States Citizen or Permanent Resident Alien you must complete the information on the Office of Global Education Website and further coordinate with the Office of Global Education prior to completing this packet in order to verify eligibility to receive payment for services.**

## PROCEDURE:

1. Contracting for Services:
  - a. Services up to \$49,999.99 - Complete Independent Contractor packet and send to Procurement Services for review. If approved, Procurement Services will forward the complete packet to Accounts Payable.
  - b. Services exceeding \$50,000.00 - require formal bidding, please contact Procurement Services.
2. Independent Contractor is defined by the following characteristics:
  - a. An IRS Form 1099 will be issued for tax purposes not a W-2 when the cumulative total reaches \$600.00 in a calendar year.
  - b. An Independent Contractor is not eligible for University benefits programs, or for representation by a collective bargaining unit.
  - c. An Independent Contractor is needed by the University for a specific task requiring expertise that is not available within the University, cannot be performed by University personnel, is not regularly part of University business, or is of such a specialized or technical nature that the knowledge, experience and/or ability is not available through the normal staffing process. The Independent Contractor is engaged in a distinct occupation, profession, or independent trade in which these same services are offered to the general public.
  - d. The working area, supplies, support personnel, and/or equipment are generally not furnished.
  - e. Payment is based upon completion of specific work rather than the amount of time worked; usually contracted for over a relatively short period.
  - f. CSU faculty, staff, and administrators are not eligible for Independent Contractor fees. Services provided by CSU employees are processed as Special Consultants through Human Resources and Payroll Services.
3. **The requesting department is responsible for sending and receiving the required forms prior to commencement of work (fax copies are acceptable for all forms except the Independent Contractor Request for Payment Form). A packet missing any of the required forms will be returned to the department causing a delay or no payment to the Independent Contractor.**
  - a. Forms - see Independent Contractor Checklist and Cover sheet.
  - b. All forms must be dated in the current fiscal year.
  - c. Department completes an Independent Contractor Request for Payment with detailed description of the work to be performed. This form requires an original signature.
4. **Submit Independent Contractor Packet at least 5 (five) working days prior to service being performed. If packet is submitted after the services have begun, an After-The-Fact Memo must be attached explaining what caused the delay and how this will be prevented in the future.**



## Required from the Independent Contractor

The requesting department is responsible for sending all required forms. The Independent Contractor is responsible for completing and returning all required forms (fax copies acceptable) prior to commencement of work. Missing forms will cause a delay in payment or cancellation of services.

- A. A completed & signed Independent Contractor Agreement.
- B. A completed Payee Data Record (CSUSM 204), <http://www.csusm.edu/fas/forms/PayeeDataRecord204Rev02.11.pdf>, signed by the payee representative, **if not already on file.**



## Independent Contractor Checklist and Cover Sheet

- **MUST BE INCLUDED as the cover sheet to the Independent Contractor Packet**
- **MISSING OR INCOMPLETE FORMS WILL CAUSE A DELAY IN PAYMENT**

Route to Procurement for review. If approved, Procurement will forward the complete packet to A/P to be processed as a Direct Pay.

Requester

Department

Independent Contractor Name

The following forms must be attached to the Independent Contractor packet, please put them in the order listed below using this page as the cover sheet, check off the form as you verify them.

- Independent Contractor Agreement - **Signed by both Independent Contractor and Department Approving Authority**
- Payee Data Record (CSUSM 204) - **If not on file**  
<http://www.csusm.edu/fas/forms/PayeeDataRecord204Rev02.11.pdf>
- Independent Contractor Request for Payment - **With an original authorizing signature**  
(in lieu of invoice)

### **Confirmation of Services Form:**

**Once the services have been completed - please fax to 760-750-3286, e-mail to [icconfirmation@csusm.edu](mailto:icconfirmation@csusm.edu), or hand deliver the signed Confirmation of Services Form to Accounts Payable in Craven 4600.**

**Independent Contractors will not be paid unless this form is received by Accounts Payable.**

\*\*\*\*\*

### **For Procurement Use Only**

Returned to department due to the following missing/incomplete forms:  
(*missing/incomplete information will be highlighted on form*)

- Independent Contractor Agreement
- Payee Data Record (CSUSM 204)
- Independent Contractor Request for Payment

Date Returned to Department: \_\_\_\_\_

Procurement Contact: \_\_\_\_\_



**INDEPENDENT CONTRACTOR AGREEMENT**

(five pages)

THIS AGREEMENT is entered into on this  Day of ,  between  
CSU San Marcos ("CSUSM"), and  ("CONTRACTOR")

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Terms of Agreement This Agreement covers services rendered from  through

2. Services to be provided The services to be performed by CONTRACTOR consist of the following:

Scope of Work may be attached

3. Compensation

CONTRACTOR shall be compensated as follows:

3.1 Amount:  dollars (\$  )

3.2. Payment Terms: All payment terms are Net 30 after the work is completed. Payments will be made within 30 days of completion of work as long as Procurement/Accounts Payable has received all required forms. CONTRACTOR may elect to receive payment via Direct Deposit/Electronic Fund Transfer (ACH), by completing and attaching the form, **Independent Contractor Direct Deposit Authorization**, found at the link, <http://www.csusm.edu/procurement/ap/apdocs/achformindependentcontractor.pdf>, CONTRACTOR shall be responsible for any bank wire or transfer fees, if applicable. ***Missing or incorrect forms will delay payment.***

3.3 Tax Withholding: Payment to Non-California Resident or Nonresident Alien CONTRACTOR performing services in California may be reduced by any required State Tax Withholding (7% for individuals) or Federal Tax Withholding (up to 30%), or both. **The Office of Global Education must be contacted if the CONTRACTOR is not a US Citizen or not a Permanent Resident Alien prior to completing this packet in order to verify eligibility to receive payment for services.**

4. Insurance Requirements

4.1 Workers' Compensation Insurance: For the duration of this Agreement, CONTRACTOR must maintain Workers' Compensation Insurance if applicable.

4.2 Insurance Amounts: CONTRACTOR must maintain and provide proof to CSUSM of the following insurance if applicable:

If you are driving on Campus, please complete Automobile Insurance Section below:

Policy Number:

Insurance Provider:

Expiration Date:

Name of Insured:

Address:

If you **ARE NOT** driving on campus, mark "N/A" in box

5. Independent Contractor CONTRACTOR must be an independent contractor and not an employee of the CSU system or any of its Auxiliaries. CONTRACTOR is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of CSUSM. CSUSM will not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of CONTRACTOR. CONTRACTOR is not entitled to any of the fringe benefits of employment, including but not limited to medical benefits, dental benefits, life insurance, worker's compensation, disability insurance, liability insurance or unemployment compensation. CONTRACTOR further understands that annual information returns as required by the IRS will be filed by CSUSM.

6. <http://www.csusm.edu/ferpa> Confidentiality All nonpublic data and information submitted or made available to CONTRACTOR by CSUSM, and other work developed by CONTRACTOR under this Agreement, must be utilized by CONTRACTOR in connection with this Agreement only and must not be made available to any other sources. Additional information is available on the University web site:

Other websites to obtain Privacy information are the California Information Practices Act, [www.leginfo.ca.gov/cgi-bin/calawquery?code=section=civ](http://www.leginfo.ca.gov/cgi-bin/calawquery?code=section=civ); the Gramm-Leach Bliley Act, <http://www.ftc.gov/privacy/glbact/glbsub1.htm>; and the Privacy Act of 1974, <http://www.justice.gov/opcl/privacyact1974.htm>

7. Disclosure of Documents CONTRACTOR must not disclose any of CSUSM's properly marked confidential documents without written authorization, unless disclosure is required by law.

8. Ownership of Work Product All documents or other information developed as part of this Agreement or received by CONTRACTOR become the property of CSUSM, and must be made available to CSUSM upon demand or termination of this Agreement.

9. Advertisement CONTRACTOR may not use the name CSUSM or any variation thereof for advertising or publicity purposes without first obtaining the written consent of CSUSM.

10. Limitations upon Subcontracting and Assignment CONTRACTOR must not contract with any other entity to perform the services required without written approval by CSUSM. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CSUSM.
11. Contractor's Personnel Employees of CONTRACTOR must carry out the performance of the services. CONTRACTOR must at its own expense, provide all personnel necessary to perform the services. CONTRACTOR warrants that all personnel engaged in the services are qualified to perform the services and must be properly licensed and otherwise authorized to do so under all applicable laws.
12. Indemnification CONTRACTOR shall assume all risks attendant thereto and thus, hereby release, hold harmless and forever discharge the State of California; the Trustees of the California State University; California State University San Marcos, University Auxiliary and Research Services Corporation (UARSC), San Marcos University Corporation, Associated Students Incorporated at Cal State San Marcos, California State University San Marcos Foundation; and each and every officer, agent, employee, appointed volunteer, and representative of each from all claims, causes of action, judgments, damages or demands of any kind by myself, heirs, executors, administrators and assigns for personal injuries and property damage which I may cause or sustain during the performance of this work whether known or unknown, foreseen or unforeseen. Furthermore, CONTRACTOR agree to indemnify each of them from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Independent Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the University.  
  
CONTRACTOR further assume the risk of injury to person or property, or death, in connection with my travel to and from any site(s) related to the performance of the described work.  
  
CONTRACTOR hereby acknowledges that CONTRACTOR has sole responsibility for CONTRACTOR'S personal possessions and equipment during the performance of this work and its related activities.
13. Modification This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by both CSUSM and CONTRACTOR.
14. Interpretation This Agreement must be interpreted as though prepared by both parties.
15. Preservation of Agreement Should any provision of this Agreement be found invalid or unenforceable, the decision will only affect the provision interpreted, and all remaining provisions will remain enforceable.
16. Termination of Agreement CSUSM may terminate this Agreement at any time without cause, upon 30 days written notice to Contractor. Contractor may retain amounts, if any, paid by CSUSM under this Agreement prior to termination, but explicitly waives any right to additional amounts of any kind.
17. California Law This Agreement must be construed in accordance with the laws of the State of California. Any action commenced about this Agreement must be filed in the San Diego County, Superior Court in Vista, California.
18. Authority to Execute The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. Contractor certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation this transaction by any federal department of agency.

**The Following Terms and Conditions Apply to Independent Contractors Performing Services for CSU San Marcos Extended Learning (EL) ONLY**

*The undersigned WILL:*

1. Provide work and deliverables as described in project description and expectations.
2. On-site attendance as requested for the project, and in case of illness or emergency, advise appropriate EL staff.

Obtain approval in advance from the program director for any situation that would alter the commitment as set forth in this agreement, including change of venue or time.

3. Understand that no commitment is made beyond this agreement and no commitment of future employment is implied.

*The undersigned WILL NOT:*

1. Utilize any materials, (including, but not limited to, PowerPoint presentations, handouts, instructor guides, program information/data, or syllabi) that are provided by CSUSM for any other program, presentation or consultation that is not associated with the above mentioned course.
2. Incur any financial obligation or expenditures on behalf of Extended Learning for any purposes without the prior written approval of the program director.
3. Solicit class or program participants for private business, solicitation or consultations that would result in personal financial gain unless agreed upon by the program director in advance.
4. Sell books, materials, or goods to participants. All course-related materials must be part of the registration fee or collected as a separate "materials fee" by the University/EL -- not by the instructor.
5. Duplicate or offer classes or services directly compete with the above course without approval of the program director.

*Extended Learning WILL:*

1. Reserve the right to cancel this offering prior to scheduled start date if insufficient enrollment is received.
2. Retain the right to courses, materials and information developed for and paid by EL.
3. Process payment to the instructor upon completion of the course or work segments as directed by EL.

**INWITNESS THEREOF**, the parties have executed this Agreement on the day and year shown below.  
**CONTRACTOR**

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA STATE UNIVERSITY SAN MARCOS**

Project Authorized Signer

Procurement

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**INDEPENDENT CONTRACTOR  
REQUEST FOR PAYMENT**

**INDEPENDENT CONTRACTOR INFORMATION**

Tracking #

Last Name, First MI	<input style="width:100%;" type="text"/>		
Address	<input style="width:100%;" type="text"/>		
City, State ZIP	<input style="width:100%;" type="text"/>		
Daytime Telephone Number	<input style="width:15%;" type="text"/>	Fax Number <input style="width:15%;" type="text"/>	Email <input style="width:45%;" type="text"/>

• Is Independent Contractor a U.S. Citizen or a Permanent Resident Alien?    Yes     No

If <http://www.csusm.edu/global/faculty/visitingfacultyinfoform.html> No, complete the form located on the Office of Global Education's website prior to completing this packet in order to verify eligibility to receive payment for services.

Do not complete this packet until you have received a determination from the Office of Global Education.

• Is Independent Contractor an employee of the CSU system or have they been within the last 24 months?    Yes

If Yes, what campus:

Non-Faculty     Faculty

No

**DETAILED DESCRIPTION OF SERVICES TO BE PROVIDED & LOCATION :**

**Multiple Payments:** If multiple payments are required, please list payment dates and amounts here. Payments must equal amount(s) listed in Funding Source.

WORK TO COMMENCE BY:

WORK TO BE COMPLETED BY:

**ACKNOWLEDGEMENT**

I, the undersigned, hereby declare that the information provided in this document is true and correct and that I have sufficient knowledge of, authority, and responsibility for the work to be performed under this contract to effectively make this determination.

**FUNDING SOURCE (do not change Account Number)**

Account	Fund	Dept	Pgm	Class	Project	Amount	Approving Authority (must have authority)
613001	<input style="width:20px;" type="text"/>	<input style="width:20px;" type="text"/>	<input style="width:20px;" type="text"/>	<input style="width:20px;" type="text"/>	<input style="width:20px;" type="text"/>	\$ <input style="width:40px;" type="text"/>	Print Name: Signature:
613001	<input style="width:20px;" type="text"/>	<input style="width:20px;" type="text"/>	<input style="width:20px;" type="text"/>	<input style="width:20px;" type="text"/>	<input style="width:20px;" type="text"/>	\$ <input style="width:40px;" type="text"/>	Print Name: Signature:
<b>GRAND TOTAL (if multiple funding sources)</b>						\$ <input style="width:40px;" type="text"/>	

Requested by Printed Name:

Ext:

Date:





**Independent Contractor Confirmation of Services Performed  
or  
Cancellation of Services**

**FOR SINGLE PAYMENTS:**

ConfirmationofServices(IndependentContractor)forSinglePayments

**FOR MULTIPLE PAYMENTS:**

ConfirmationofServices(IndependentContractor)forMultiplePayments