

INFORMATION FOR INDEPENDENT CONTRACTORS/CONSULTANTS

Thank you for your interest in providing services to the California State University, Dominguez Hills Foundation. We understand that services of independent contractors and consultants are often vital to the success of our many projects and sponsored programs and value your interest in working with us.

In order to ensure that all individuals providing services to us are properly classified, we have implemented the attached forms to help us review situations on an individualized basis. These forms have been developed based on the Internal Revenue Service (IRS) Revenue Ruling 87-41 which sets forth criteria for use in establishing independent contractor status.

The Foundation is legally obligated to perform due diligence in ensuring proper classifications by using the information contained in these forms. This process is important and is required by law. Please remember that you must sign each form indicating that your answers are true and accurate to the best of your knowledge.

Please review the following prior to completing the forms:

The Independent Contractor page(s) requests general information about both the project and independent contractor/consultant. Completion of contents should be completed by the independent contractor/consultant and authorization will be provided by Foundation Human Resources.

The Agreement of Independent/Consultant page(s) is a standard agreement which sets forth general terms and conditions for all independent contractors/consultants working with the Foundation, and must be signed by the independent contractor/consultant. Please note that this agreement is in addition to any other contracts which may be required for your work with a specific project/sponsored program.

The Independent Contractor/Consultant Addendum page(s) are important questions providing substantive information to assist us in applying IRS Revenue Ruling 87-41. These must be completed by the independent contractor/consultant.

Once you have completed all of the attached forms, please submit them to the Project Director/ Department Manager who will submit directly to the Foundation Central Office (SCC 202). **Do not submit a P.O. or check request until the Independent Contractor Approval Form has been approved by Foundation Human Resources.**

If you have questions relating to classifying independent contractors, please contact Foundation Human Resources at 310-243-3306

INDEPENDENT CONTRACTOR INFORMATION (To Be Filled Out By Contractor)

Name

Company Name (If Applicable)

Social Security Number

Federal Employer ID #

Address

Street

City

State

Zip

E-Mail

Phone

Sole Proprietor? YES NO

If yes, provide both SSN and FEID # above and complete fields "Name" and "Company Name."

Incorporated? YES NO

If yes, type? Medical Exempt Other

Term of Engagement (Dates of Performance)

<input type="text"/>	<input type="text"/>
Starting Date	Ending Date

Description of Services To Performed (Attach Additional Pages If Necessary)

Location Where Services Are To Be Performed:

Do you have regular employment? YES NO

Is your residences outside the state of California? YES NO

PAYMENT SECTION

Fee is calculated based on:

 Enter # of

- Hour(s)
 Day(s)
 Task(s)/Project

 Rate per Hour /Day /Task

AGREEMENT OF INDEPENDENT CONTRACTOR/CONSULTANT

I agree to perform the services described above at the rate indicated. I understand that I am not an employee of the California State University, Dominguez Hills Foundation because I follow an independent trade or profession and will not be subject to control and direction as to the details and means for accomplishing the anticipated result of my services. ***I have read and agree to all the covenants, conditions, certifications and stipulations on all pages of this agreement as is evidenced by my signature below and on the agreement and addendum forms.***

Independent Contractor/ Consultant Signature Date

FOUNDATION AUTHORIZATION

Authorized Signature Date

AGREEMENT OF INDEPENDANT CONTRACTOR/CONSULTANT

1. Independent Contractor/Consultant, hereafter referred to as "Consultant," shall submit an invoice containing a certification of the time devoted to the work and a statement that all required work has been completed.
2. The Consultant agrees to indemnify, defend and save harmless the California State University, Dominguez Hills, Foundation hereafter referred to as "Foundation," its officers and employees, the California State University, Dominguez Hills, and the Trustees of the California State University from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material personnel, laborers, and any other person, firm or corporation that may be injured or damaged by the Consultant in the performance of this agreement.
3. I agree that I will maintain insurance as stipulated by the CSUDH Foundation's Insurance Requirements for Most Contracts.
4. I attest that I and any individual who I employ have completed a criminal background check.
5. The Consultant and the agents and employees of the Foundation, in the performance of this agreement, shall act in an independent capacity and not as employees or agents of the Foundation. The Foundation controls or directs merely the end to be accomplished, not the means and methods for accomplishing it.
6. Without the written consent of the Foundation, this agreement is not assignable by the Consultant either in whole or in part.
7. Time is of the essence of this agreement.
8. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
9. The consideration to be paid the Consultant as provided herein shall be for all expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly provided.
10. The Consultant shall not utilize for pecuniary gain not contemplated by the terms of this agreement any information not a matter of public record which he/she receives by reason of this agreement, regardless of whether the Consultant is under contract at the time such gain would be realized. Any report, survey or other product developed by the Consultant pursuant to this agreement is the property of the Foundation and shall not be used in any manner by the Consultant unless authorized by the Foundation. Breach of this provision will make this agreement void at the Foundation's option, and the Consultant shall be liable for any other damages incurred by the Foundation as a result of such breach.
11. By signing this agreement, the Consultant certifies that he/she is not and will not be receiving compensation or reimbursement of expenses from any other project sponsored by the federal government or with federal funds for the same or similar services as provided through this agreement, and is therefore not receiving dual compensation for the services to be provided herein.
12. The Foundation reserves the right to terminate this agreement upon written notice to the Consultant. All satisfactory work performed up to the time of such termination shall be paid in full by the Foundation upon submission of the Consultant's invoice.
13. In compliance with Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code (Child Support Compliance Act), Auxiliaries are required to report all individuals and/or sole proprietors to the Employment Development Department if this agreement (or combination of agreements) exceeds \$600 per calendar year.

The Consultant indicates below that he/she has read and agrees to all the above terms and conditions.

Consultant Name (Print)

Signature

Date

INDEPENDENT CONTRACTOR/ CONSULTANT ADDENDUM

Determination Questions	Yes	No
1) Are you required to comply with instructions about when, where, and how the work is to be done?	<input type="checkbox"/>	<input type="checkbox"/>
2) Does your client provide you with training to enable you to perform a job in a particular method or manner?	<input type="checkbox"/>	<input type="checkbox"/>
3) Are the services you provide integrated into your client's business operation?	<input type="checkbox"/>	<input type="checkbox"/>
4) Must the services be rendered by you personally?	<input type="checkbox"/>	<input type="checkbox"/>
5) Do you have the capability to hire, supervise, or pay assistants to help you in performing the services under contract?	<input type="checkbox"/>	<input type="checkbox"/>
6) Is the relationship between you and the person or company you perform services for a continuing relationship?	<input type="checkbox"/>	<input type="checkbox"/>
7) Who sets the hours of work? _____ Name/Title (only if applicable)		
8) Are you required to devote your full time to the person or company you perform services for?	<input type="checkbox"/>	<input type="checkbox"/>
9) Is the work performed at the place of business of the potential employer?	<input type="checkbox"/>	<input type="checkbox"/>
10) Who directs the order or sequence in which the work must be done? _____ Name/Title		
11) Are you required to provide regular written or oral reports to your client?	<input type="checkbox"/>	<input type="checkbox"/>
12) What is the method of payment -- hourly, commission, or by the job? Method of Pay: _____		
13) Are your business and/or traveling expenses reimbursed?	<input type="checkbox"/>	<input type="checkbox"/>
14) Who furnishes tools and materials used in providing services? _____ Name/Title		
15) Do you have a significant investment in facilities used to perform services?	<input type="checkbox"/>	<input type="checkbox"/>
16) Can you realize both a profit and a loss?	<input type="checkbox"/>	<input type="checkbox"/>
17) Can you work for a number of firms at the same time?	<input type="checkbox"/>	<input type="checkbox"/>
18) Do you make your services available to the general public?	<input type="checkbox"/>	<input type="checkbox"/>
19) Are you subject to dismissal for reasons other than nonperformance of contract specifications?	<input type="checkbox"/>	<input type="checkbox"/>
20) Can you terminate your relationship without incurring a liability for failure to complete job?	<input type="checkbox"/>	<input type="checkbox"/>
21) Are you a current employee of any CSU campus and/or auxiliary organization?	<input type="checkbox"/>	<input type="checkbox"/>

ACKNOWLEDGEMENT AND CERTIFICATION

I certify, under the penalties of perjury, that I have answered the questions on all pages of the Independent Contractor/Consultant Packet honestly and to the best of knowledge and ability. I understand that my answers to these questions will be utilized in determining the appropriate relationship between the California State University, Dominguez Hills Foundation and I, and that such relationship must comply with Internal Revenue Service regulations. Furthermore, I acknowledge and agree that if my answers to any of these questions change that I will notify Human Resources immediately.

Consultant Name (Print)

Signature

Date

Title / Business Name (If Applicable)