

Ventura County Community College District
PERSONAL SERVICES PRE-HIRE WORKSHEET

Name of Independent Contractor _____ **Tax ID No.** _____

Instructions:

- **To be completed by the prospective contractor**
- This worksheet must be submitted with a Request for Personal Services, District-wide Form No. 14037
- Before a worker is hired as an independent contractor, the following checklist must be completed to help determine the status of a relationship. It is important to remember that many of these factors could be used to indicate either an employee or an independent contractor status depending on the situation. The questions below should indicate the degree of control and the degree of independence in the business relationship.

IRS Common-Law Factor Questions	Yes	No
1. Are you a current or former employee of the District? If yes, list position		
2. Are you related to any District employee or officer? If yes, list name and position		
3. Does the District provide instructions to you about when, where, and how you perform the work?		
4. Does the District provide you training?		
5. Does the District hire, supervisor and pay any of your assistants?		
6. Is there a continuing relationship between you and the District?		
7. Does the District set your work hours and schedule?		
8. Is this a full-time work assignment with the District?		
9. Is the work performed on the District's premises?		
10. Are you required to perform the services in an order or sequence set by the District?		
11. Are you required to submit oral or written reports to the District?		
12. Are you paid by the hour, week, or month (specify)?		
13. Does the District pay your business or traveling expenses?		
14. Does the District furnish significant tools, materials and equipment?		
15. Do you have a significant investment in facilities or tools used to perform the services?		
16. Do you realize a profit or loss as a result your services?		
17. Do you provide services for more than one firm at a time?		
18. Do you make your services available to the general public?		
19. Does the District have the right to discharge you at will?		
20. Can you terminate the relationship with the District any time without incurring liability to the District?		

 Contractor

 Date

If after addressing the above 20 Common Law Factors, as established by the Internal Revenue Service, you have determined the person you intend to engage can legally be an independent contractor, please complete the VCCCD Request for Personal Services Contract and attach both forms to a VCCCD requisition for processing. If you believe the person you wish to engage should be an employee of the District, regular Human Resources/Payroll procedures must be followed.

 Contract Administrator

 Date

 Vice President, College Services

 Date

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT REQUEST FOR PERSONAL SERVICES CONTRACT

The Request for Personal Services Contract must be completed by a VCCCD employee (not the contractor). Prior to completion of this form, review VCCCD "TABLE OF FORMS FOR PAYMENT OF PERSONAL SERVICES", District-wide form No. 14017, to determine if a Request for Personal Contract needs to be submitted. Some services are predetermined as independent contractors and may be exempt from the Personal Services Contract procedures and process. If the total amount of the agreement is to be \$500 or less, a Personal Services Contract is not required.

The information provided on this Request for Personal Services Contract form will serve as the basis for an independent contractor, consultant or professional service. Please answer all questions in detail and be as specific as possible. When completed, attach this form and the IRS 20 Questions Pre-Hire Worksheet to a VCCCD Requisition form. Evaluation and approval of these forms must be completed **prior** to contractor beginning any work and issuance of a Personal Services Contract.

An independent contractor is an individual who is not employed or affiliated with the Ventura County Community College District and in business for him/herself to provide services. An independent consultant is an individual of proven professional or technical competence who provides primarily professional or technical advice to the District and the District does not control either the manner of performance or the result of the service.

Attach any required documentation and detailed responses to the questions below that require more space than provided, such as description of services, proposals supplied by the prospective contractor, and a list of prospective contractors.

1. Describe the need for the services requested (attach separate sheet if necessary).

2. Describe in detail the services to be provided. Include any specific objectives, issues or questions that will be addressed. If available, attach written proposal supplied by prospective contractor (attach separate sheet if necessary).

3. Why is an independent contractor being engaged for this project instead of a VCCCD classified employee? What specialized skills are required that are beyond the scope of a VCCCD employees' normal work duties?

4. Who will coordinate, review and assess the work product to be satisfactory?

5. Provide the following information for the Contractor you prefer to hire:

Preferred Contractor Name: _____

Address: _____

Phone No. _____ Fax No. _____

E-Mail Address: _____

Social Security Number: _____ Business License No. _____

6. What specific qualifications does Contractor have to perform work?

7. Estimated number of hours to complete work _____

Anticipated Start Date: _____

8. Consultant fees may include fees for services, travel and supporting costs:

How was the amount	\$ _____	Hourly rate
to be paid determined:	\$ _____	Market rate (documentation req'd)
	\$ _____	Other (explain _____)

Travel Expenses \$ _____

Other Expenses \$ _____ (explain _____)

Total Contract Amount \$ _____

Payment Schedule:

- Full amount due at completion of work
- Other payment scheduled (explain _____)

9. Attach a list of all prospective contractors identified for this project, including name, address and phone number, and indicate how a selection was made (attach separate sheet).

Your signature acknowledges that:

- o The proposed contractor has not been employed by your department in a policymaking position in the same general subject area within the last twelve (12) months; this includes retirement, dismissal, separation or former employment.
- o The proposed contractor was not engaged in any part of the negotiations, transactions, planning, arrangements or any part of the decision making process relevant to the contract while employed in any capacity in any VCCCD department during the two year period beginning on the date the person left VCCCD employment.
- o The contractor was not involved in a prior business contract with the District that required, suggested, or recommended the services described in this contract.

_____ Date _____
 Contract Administrator

REVIEW AND APPROVAL:

_____ Date _____
 Vice President, College Services

_____ Date _____
 College President

_____ Date _____
 Vice Chancellor, Human Resources or designee

_____ Date _____
 Vice Chancellor, Business and Administrative Services

Sample Contract Only
(To be completed by VCCCD Purchasing Dept)

Contract No. _____

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
PERSONAL SERVICES CONTRACT**

This contract is entered into this _____ day of _____, 20____, and is made between the Ventura County Community College District, hereinafter referred to as the "District" and the following named independent contractor, hereinafter referred to as the "Contractor".

These services are of an advisory nature, provide a recommended course of action or personal expertise, have an end product which is basically a transmittal of information either written or verbal, which is related to District administration.

CONTRACTORS INFORMATION:	
Contractors Name:	
Address:	
Phone No:	Fax No.
SSN:	Business License No.

The Contractor agrees to furnish to the District the following services (attach separate sheet if necessary):

Dates of Service: _____

The District, under the terms of this Agreement, agrees to pay the Contractor:

\$ _____

Contractor is solely responsible for the content and sequence of the work. District will not provide any training or instruction to Contractor or its employees.

Contractor shall not perform any work under this agreement until Contractor receives an executed copy of the Personal Services Contract, which shall serve as a Notice to Proceed.

Indemnification

Independent contractor shall indemnify, defend and hold harmless the District, its officers, agents, and employees, from and against any claims, damages, costs and expenses, including an amount equal to reasonable attorney's fees and liabilities arising out of or in any way connected with this agreement including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of independent contractor, its officers, agents, partners, or employees.

Conflict of Interest

Independent contractor shall not hire any officer or employee of the District to perform any service covered by this agreement. Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between Contractor’s family, business or financial interests and the services provided under this agreement. In the event of a change in either private interests or service under this agreement, Contractor shall provide written notice to District within 30 days after such change, noting those areas where a conflict of interest may occur.

Expenses

Contractor shall assume all expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses.

Taxes

Payments to the Contractor pursuant to this agreement will be reported to Federal and State taxing authorities as required. District will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. It is up to the Contractor to document any deductive expense reimbursements on his/her own tax return.

Payment for Services

Invoice(s) for payment must be submitted by the Contractor in accordance with the agreed payment schedule. No payments shall be made in advance of work performed. Final payment may be withheld pending evidence that Contractor has completed all work in accordance with the terms of this agreement.

Entire Agreement

The Personal Services Contract contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any modification to the Contract requires mutual agreement by both parties and must be documented on the Personal Services Contract.

Termination

At any time, with or without cause, the District or Contractor shall have the right to terminate this Agreement by giving written notice to the other party.

Agreement of Contractor

Contractor agrees to perform the services described in this agreement for payment indicated. Contractor understands that for this project, he/she is not an employee of the Ventura County Community College District because he/she follows 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 service.

Contractor

Date

Approval

This document certifies that I and my assigns have reviewed the appropriate legal and procedural guidelines pertinent to the determination of independent contractor status, have analyzed their application to the position described on the accompanying documents, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal independent contractor status.

Vice Chancellor, Business and Administrative Services or Designee

Date