



**University of Northern Colorado  
Standard Services Invoice  
For Payment of Non-Employee Independent Contractors**

**This form is used for payment of services provided to an independent contractor ONLY WHEN ALL OF THE FOLLOWING CONDITIONS ARE MET:**

- The services performed are less than \$5,000 in total for the entire project.
- The timeframe to complete the entire project is less than 6 months.
- The services performed are by an individual (under his/her social security number), not a partnership, corporation, or other organization.
- Payment is to be made in one lump sum after completion of work.

**Requesting UNC department must complete page three in order to ensure non-employee status.** Determination of employee vs. non-employee status is governed by Internal Revenue Service (IRS) requirements. It is critical that the department obtaining the services understand these requirements PRIOR to services beginning. A Financial Services staff member will review each situation and if necessary may require service payments be paid through payroll, withholding appropriate taxes, to ensure compliance with IRS regulations.

**TO MAKE PAYMENT, ATTACH:** Check Request, Standard Services Invoice, Colorado Special Provisions, Non-Employee Status, and W-9 Form signed by Contractor. Failure to include all necessary documents will delay payment to Contractor.

Individual performed the following services under the following conditions. Provide specific details of work performed, deliverables provided, etc. Attach additional sheet if necessary.

<b>Place Services were provided:</b>  Were any services provided outside Colorado or the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No  <table style="width: 100%;"> <tr> <td style="width: 50%;"><b>Beginning Date:</b></td> <td style="width: 50%;"><b>Ending Date:</b></td> </tr> </table> <b>Lump Sum Payment Amount: \$</b>  <b>Department Name:</b>  <b>Contact Name and Phone Number:</b>  <b>FOAPAL to be Charged:</b>	<b>Beginning Date:</b>	<b>Ending Date:</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td align="center" style="padding: 5px;"><b>University of Northern Colorado Approvals</b></td> </tr> <tr> <td style="height: 40px;"></td> </tr> <tr> <td align="center" style="padding: 5px;"><b>Grants and Contracts Review / Date</b></td> </tr> <tr> <td style="height: 40px;"></td> </tr> <tr> <td align="center" style="padding: 5px;"><b>Accounting Review / Date</b></td> </tr> <tr> <td style="height: 40px;"></td> </tr> <tr> <td align="center" style="padding: 5px;">____ <b>Payroll Non-Employee Certification</b></td> </tr> </table>	<b>University of Northern Colorado Approvals</b>		<b>Grants and Contracts Review / Date</b>		<b>Accounting Review / Date</b>		____ <b>Payroll Non-Employee Certification</b>
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<b>Accounting Review / Date</b>										
____ <b>Payroll Non-Employee Certification</b>										

I hereby certify that the services described have been performed satisfactorily or that I will retain the check and deliver only after satisfactory completion:  _____  <b>Person Authorized on FOAPAL / Date</b>	Please select one of the following payment options:  <input type="checkbox"/> Department will pick up check <input type="checkbox"/> Mail to service provider's address
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**Notice to Contractor:** Are you a PERA member?  Yes  No  
 Are you collecting retirement benefits from PERA?  Yes  No

Effective January 1, 2011 PERA will be withholding an amount equal to 10.5% of services paid from your retirement benefit. [see CRS 24-51-101 and 24-51-401 (1.7)(a)]. **If you are a retiree, collecting benefits, you must download and attach the completed "Disclosure of Compensation" form.** You may access this form at <http://www.unco.edu/acctservices/ftp/acctpay/Disclosure.pdf>. You also understand that such contributions are non-refundable and would not accrue a benefit nor be deposited into my member's account. Payment will not be made until the document has been received by the University.

The name on your W-9 Form must match your name as shown on existing UNC student and employment records. If you have had a name change, please visit the UNC Registrar's Website at: [http://www.unco.edu/regrec/records/name\\_address.html](http://www.unco.edu/regrec/records/name_address.html) and request an update to your personal name records. **Doing so at this time will expedite our payment to you.**

**Service Provider Information**

**Please Note:** The name on your W-9 Form **must** match your name as shown on existing UNC student and employment records. If you have had a name change, please visit the UNC Registrar's Website at: <http://www.unco.edu/regrec/Academic-Records/name-changes.html> and request an update to your personal name records. **Doing so at this time will expedite our payment to you.**

Printed Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

**I have read and agree to the attached Colorado Special Provisions and Exhibit IC-Independent Contractor Status:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**University of Northern Colorado  
Exhibit IC – Independent Contractor Status**

**1. DIRECTION AND CONTROL-REPRESENTATION**

Vendor (the term "Vendor" includes Contractors and Grantees) shall perform all of its services and other obligations under the Purchase Order (PO) or Contract (the term "Contract" includes Agreements and Grants) to which this Exhibit is attached, free from the direction and control of the State. Vendor represents that it is customarily engaged in an independent trade, occupation, profession, or business related to the services performed. The latter is a material representation made by Vendor to the State, upon which the State relied in issuing this PO or Contract, and without which, this PO or Contract would not have been issued. In accordance with the foregoing, the State does not and shall not:

- A. *Require Vendor to work exclusively for the State; except to the extent Vendor chooses to work exclusively for the State for a finite period of time specified in the PO or Contract;*
- B. *Establish a quality standard for Vendor; except that the State can provide plans and specifications regarding the work but cannot oversee the actual work or instruct Vendor as to how the work will be performed;*
- C. *Pay a salary or hourly rate but rather a fixed or contract rate;*
- D. *Terminate the work during the PO or Contract period unless Vendor violates the terms of the PO or fails to produce a result that meets the specifications of the PO or Contract;*
- E. *Provide more than minimal training for Vendor;*
- F. *Provide tools or benefits to Vendor; except that materials and equipment may be supplied;*
- G. *Dictate the time of performance; except that a completion schedule and a range of mutually agreeable work hours may be established;*
- H. *Pay Vendor personally but rather makes checks payable to the trade or business name of Vendor; and*
- I. *Combine the State's business operations in any way with Vendor's business, but instead maintain the State's and Vendor's operations as separate and distinct.*

**2. DISCLOSURE**

**Vendor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Vendor or some other entity, and Vendor is obligated to pay federal and state income tax on any moneys paid pursuant to the independent contractor relationship created by this PO or Contract. The State shall issue and, Vendor shall accept as proper for tax reporting purposes, a Form 1099 to Vendor for all payments made to Vendor pursuant to this PO or Contract if this payment is 1099 reportable.**

**VENDOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\*Signature

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

\* Persons signing for Vendor hereby swear and affirm that they are authorized to act on Vendor's behalf and acknowledge that the State is relying on their representations to that effect.

## Standard Services Invoice

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### COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 7-26-10

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**Verification of Non-Employee Status**

**To be completed by requesting UNC Department:**

Responses to the following questions will assist in determining whether the individual should be classified as an employee or independent contractor. Payments to employees are subject to withholding tax for which the University can be held liable if it fails to collect. Payments to individuals who are independent contractors are subject to IRS reporting on Form 1099 and to self-employment tax.

If question A or question B is answered yes the individual is an employee and the person certifying the status need not complete the rest of this form. Affirmative answers to questions #1 through #7 and negative answers to questions #8 through #10 indicate an employee relationship. No one question is necessarily controlling.

	YES	NO	N/A
<b>A. Does the University pay as employees others who perform essentially the same duties that are to be performed by this worker?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. Has the worker been paid within the current calendar year as an employee to perform essentially the same tasks?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. <b>Instruction:</b> Does the University control when, where, and how the work is to be accomplished?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. <b>Training:</b> Will the worker be trained in the job by working with an experienced University employee, by required attendance at meetings, seminars, etc?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. <b>Continuing relationship:</b> Does the arrangement with this worker establish continuing or recurring work, even if the services are seasonal, part-time, or of short duration?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. <b>Payment of business and/or travel expense:</b> Does the University reimburse the worker for business or travel expense?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. <b>Furnishing tool and materials:</b> Does the University provide tools supplies and equipment needed to perform the work?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. <b>Right to terminate:</b> Can the worker terminate the relationship with the University without incurring any liability?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. <b>Set hours:</b> Does the University set the hours of employment or require that they maintain regular hours of work at UNC?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. <b>Significant investment:</b> Does the worker have an office rented at fair market value from a party unrelated to UNC or a significant investment in the facilities used to perform the services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. <b>Working for more than one firm at a time:</b> Can the worker make the services available to a number of persons or firms at the same time and have other sources of income?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. <b>Making services available to the general public:</b> Does the worker make the services available to the general public by a business directory listing, a business license, advertisement, business stationery, etc?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>