

**INDEPENDENT CONTRACTOR VS EMPLOYEE QUESTIONNAIRE**  
**COMPLETE ALL THE NARRATIVES AS WELL AS THE YES/NO QUESTIONS**

This questionnaire is for the services of: (Worker) \_\_\_\_\_

The purpose of this questionnaire is to assist SAIC-Frederick, Inc. in determining the appropriate status of an individual or company in accordance with P&P 700. Determining the appropriate federal employment tax status is important to both SAIC-Frederick, Inc. and the Worker, since an incorrect status can result in lost deductions and penalties. If there is a misclassification, SAIC-Frederick, Inc. may be liable for extensive back taxes (state and federal income tax withholding, FICA, and FITA), interest, and penalties. A reclassification will also have a significant impact on the Worker. If the Worker is reclassified as an employee, the IRS (as well as state tax authorities) may, upon audit, disallow deductions taken by the Worker for business and home office expenses, as well as contribution to pension plans and fringe benefit programs, which can result in additional tax liability, penalties, and interest. Penalties and interest assessed by the IRS against SAIC-Frederick, Inc. will be charged to the respective group and are unallowable costs.

The following answers will assist SAIC-Frederick, Inc. in properly determining status as indicated by P&P 700. **The Worker and SAIC-Frederick, Inc. Requester will complete the questions and narratives; the Human Resources, Director, will complete the pass/fail check boxes.**

Scope of Work and services to be performed (attach separate sheet if necessary): \_\_\_\_\_

**Section 3.1.1**

**Independent Contractors are typically engaged to accomplish a particular result, as opposed to simply hiring their time. Accordingly, the individual or company, while actually performing the work for which they have been engaged, must control the manner in which and means by which that work is performed. This requires the individual or company to determine for themselves such things as *how the work is to be performed* (how the result is to be accomplished), *how much work or effort needs to be performed*, and *where the work must be performed* (what can be done on SAIC-FREDERICK, INC.'s premises and what must be done on the individual/company's own business premises). Additionally, an individual must not require training by SAIC-FREDERICK, INC. (other than simply being briefed on the task to be accomplished), or be retained in a capacity similar to that he/she may have held as a former SAIC-FREDERICK, INC. employee.**

- |  | YES                      | NO                       |
|--|--------------------------|--------------------------|
| 1. Will Worker be given instructions on <u>how</u> the task will be performed or how the final product or result should be achieved? (Exclude instructions on what the input data and resources for a task include, and what the expected output reports or information are.)  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Will SAIC-FREDERICK, INC. schedule hours to be worked? (Do not include travel or occasional meetings with SAIC-FREDERICK, INC. personnel.)  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is Worker required to perform the work at a specific location? Answer yes if Worker will be required to perform the work at an SAIC-FREDERICK, INC. or customer site (even if required by circumstances outside SAIC-FREDERICK, INC. or customer control, such as security requirements; explain such circumstances in space provided below) and no if at Worker's office or other location of Worker's choice. Do not count attendance at meetings or conferences as a yes answer. | <input type="checkbox"/> | <input type="checkbox"/> |

YES

NO

4. Will SAIC-FREDERICK, INC. provide training to the Worker in how to perform the job?

5. Has Worker ever been an employee of SAIC-FREDERICK or NCI-Frederick? If YES, answer the following:

Years employed: \_\_\_\_\_ to \_\_\_\_\_

Position title: \_\_\_\_\_

Brief description of duties/work performed: \_\_\_\_\_

6. Is Worker related to any current SAIC-FREDERICK or NCI-Frederick employee?

If YES, whom, and what work relationship will Worker and employee have?

\_\_\_\_\_

Worker  passes  fails Section 3.1.1.

Section 3.1.2

The individual or company has made their professional services available to the general public on a regular basis.

7. Does Worker advertise his/her services or hold himself/herself out to other companies or the general public as a provider of similar services? If so, describe Worker's business development efforts.

\_\_\_\_\_

8. Is Worker now, or in the last 3 months has Worker performed work as an independent contractor for any other company or person unrelated to SAIC-FREDERICK, INC. and NCI-Frederick?

If YES, estimated number of hours worked for other companies or persons: \_\_\_\_\_

Worker  passes  fails Section 3.1.2.

Section 3.1.3

The individual or company does not exclusively, on a full-time, regular or continuous basis, perform services solely for SAIC-FREDERICK, INC..

9. Will Worker be working substantially full-time (30 hours or more/week) for SAIC-FREDERICK, INC.?

If YES, for how long will full-time work be performed? \_\_\_\_\_

Worker  passes  fails Section 3.1.3.

**Section 3.1.4**

**The individual or company is compensated by task, job or commission as established by the contractual vehicle and submits an invoice properly reflecting such amount.**

10. Does the proposed contract specify: (check one box)

- payment for completion of specific tasks or accomplishment of goals (e.g., firm-fixed price, commission, or lump sum or milestone payments tied to specific events), or
- payment for hours of labor at contracted rate(s) (e.g., cost reimbursement, fixed-price level of effort, time and materials/labor hour), or
- other arrangement. Describe: \_\_\_\_\_

Worker  passes  fails **Section 3.1.4.**

**Section 3.1.5**

**The individual or company furnishes their own materials, equipment, tools, etc., in the performance of their services (i.e., office space, computer, software, etc, but not including the exchange of information). (Note: occasional or sporadic work on-site at SAIC-FREDERICK, INC. facilities does not negate this element.)**

	<b>YES</b>	<b>NO</b>
11. Will Worker furnish all the equipment and facilities necessary to perform the work, such as office space, furniture, computers, or repro equipment? If Worker will provide some, but not all, equipment and facilities, what will the Worker provide?	<input type="checkbox"/>	<input type="checkbox"/>

What will SAIC-FREDERICK, INC. provide?

12. Does Worker have an established business office other than at an SAIC-FREDERICK, INC. location, where consulting activities are administered or performed on a regular basis?	<input type="checkbox"/>	<input type="checkbox"/>
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If YES, where?

Worker  passes  fails **Section 3.1.5**

**Section 3.1.6**

**The individual or company cannot terminate or be terminated at will, but rather such termination is governed strictly by the terms and conditions of the contract. Additionally, the individual or company cannot directly supervise or discharge SAIC-FREDERICK, INC. employees.**

**Worker**    passes    fails   **Section 3.1.6**

This questionnaire is intended to assist SAIC-FREDERICK, INC. in complying with applicable federal and state laws. False information or omissions may render SAIC-FREDERICK, INC. noncompliant with such laws. Both the Requestor and the Worker signing below declare that he/she has examined the answers to this questionnaire and that to the best of his/her knowledge, they are accurate and complete. The Worker agrees to notify the Requestor, if there is a material change in the facts presented here during the course of his/her relationship with SAIC-FREDERICK, INC..

**REQUESTER**

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**WORKER**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**HUMAN RESOURCES REVIEWER**

Based on the answers provided on this questionnaire and my understanding of the task to be performed by the Worker, including its period of performance, level of effort and scope of work, I have determined that the Worker

qualifies as an Independent Contractor as defined by PP 700.

does not qualify as an Independent Contractor as defined by PP 700.

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**RESEARCH CONTRACTS DEPARTMENT**

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date