

PERSONAL SERVICE CONTRACT

PLEASE NOTE ADDITIONAL FORMS REQUIRING COMPLETION.

BEFORE you prepare this personal service contract form-

COMPLETE and SUBMIT **Determination Contractor Status Form**. Once the Contractor Status is approved then complete the Personal Service Contract

[Determination Contractor Status Form Link](https://asaweb.wku.edu/php/prod/Forms/DCS1.php)

<https://asaweb.wku.edu/php/prod/Forms/DCS1.php>

Please remember to complete IRS W-9 form when submitting Personal Service Contract.

[IRS W-9 Form Link](http://www.wku.edu/Dept/Support/FinAdmin/W9%20Form.pdf)

<http://www.wku.edu/Dept/Support/FinAdmin/W9%20Form.pdf>

WESTERN KENTUCKY UNIVERSITY

**STANDARD CONTRACT
FOR PERSONAL SERVICES**

THIS CONTRACT is made and entered into this

_____ day of _____, 20_____,

by and between

_____ **WESTERN KENTUCKY UNIVERSITY** _____,
(Agency)

**Personal Service
Contract Number PS -**

Account No.

Encumbrance Amt.

This Contract is effective on

**(the date of its delivery to the
Government Contract Review
Committee**

This Contract expires

Commonwealth of Kentucky, hereinafter referred to as the University or as the First Party, and

(Name of individual or firm (Social Security or Federal ID Number)

(Address)

hereinafter referred to as the Contractor or as the Second Party.

WHEREAS, the University, in the exercise of its lawful duties, has determined upon the necessity of the performance of the following-described function(s):

WHEREAS, the University has concluded that either University or State personnel are not available to perform said function, or it would not be feasible to utilize University or State personnel to perform said function; and

WHEREAS, the Second Party is available and would be qualified to perform such function; and

WHEREAS, for the hereinbefore-stated reasons, the University desires to avail itself of the services of the Second Party,

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. SERVICES.

The Second Party (the Contractor) will perform the services which are described with particularity in the attached letter (to which reference is made below) which is made a part hereof as if fully incorporated herein, or, if no letter is necessary, as hereinafter described with particularity as follows:

2. CONSIDERATION.

A. FEE.

As fee for the services herein before set forth, the University agrees to pay the Contractor one Of the following, as indicated:

the sum of: \$ _____ OR

a sum not to exceed: \$ _____

to be paid in the following manner or on the following terms:

The Contractor's invoice(s) for fee shall be signed and shall include not less than the following information:

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by Western Kentucky University.

B. TRAVEL EXPENSES, if authorized herein.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by this paragraph as follows:

Travel expenses, if authorized, shall be billed in the following manner: (More space on next page)

C. OTHER EXPENSES, if authorized herein.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized by this paragraph as follows:

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by Western Kentucky University.

D. MAXIMUM FOR FEE AND EXPENSES.

The Contractor's fee, travel expense reimbursement (if any) and other expense reimbursement (if any) relative to the services shall not exceed a total of \$_____.

3. INVOICING

- A. Invoicing for Fee: The Contractor's fee shall be original invoice(s) and shall be signed by the Contractor. The invoice(s) must conform to the Method prescribed under Section (2), Consideration, Paragraph A.
- B. Invoicing for Travel Expenses: The Contractor must follow instructions prescribed under Section (2), Consideration, Paragraph B. Original copies must be submitted for airline ticket receipts, motel bills, restaurant charges, and rental car charges. All other charges shall be either original or certified copies.
- C. Invoicing for Miscellaneous Expenses: The Contractor must follow instructions prescribed under Section (2), Consideration, Paragraph C. Expenses submitted shall be either original or certified copies.

4. SIGNIFICANT CONTRACT DATES

A. EFFECTIVE DATE.

This agreement not effective unless and until Western Kentucky University, Department of Purchasing has approved and signed the contract and unless and until three (3) copies of the contract are filed by the State with the Government Contract Review Committee, with each such copy being accompanied by documentation of the need for such service and documentation that State personnel are not available to perform such service or that it is not feasible for State personnel to perform such service.

B. DATES WORK IS TO BE PERFORMED.

The period within the current fiscal year in which services are to be performed under this contract

is from _____ 20 _____ to _____ 20 _____.
(Month & Day) (Month & Day)

5. EXTENSIONS.

At the expiration of its initial term, this contract may, at the option of the parties hereto, be extended upon the same terms and conditions as set forth herein for further periods not to exceed twelve (12) months each, subject to the advance approval of Western Kentucky University, Department of Purchasing

6. SOCIAL SECURITY, (Check One)

The parties are cognizant that the State is not liable for Social Security contributions pursuant to 42 U.S. Code, Section 41B, relative to the compensation of the Second Party for this contract

OR

The parties are cognizant that the State is liable for Social Security employer's contributions and for making Social Security withholdings pursuant to 42 U.S. Code, Section 41B, relative to the compensation of the Second party for this contract.

7. CANCELLATION

The University shall have the right to terminate and cancel this agreement at any time upon thirty (30) days written notice served on the Contractor by registered or certified mail.

8. PURCHASING AND SPECIFICATIONS

This Contractor certifies by his signature hereinafter that he will not attempt in any manner to influence any specifications, to be restrictive in any way or respect, nor will he attempt in any way to influence any purchasing of services, commodities or equipment by Western Kentucky University. For the purpose of this paragraph and Paragraph 9, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

9. CONFLICT-OF-INTEREST LAWS AND PRINCIPLES

The Contractor hereby certifies by his signature hereinafter that he is legally entitled to enter into the subject contract with Western Kentucky University and certifies that he is not and will not be violating any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390, or any other applicable statute) or principle by the performance of this contract.

10. CHOICE OF LAW AND FORUM PROVISION

All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

11. DISCRIMINATION (BECAUSE OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR HANDICAP) PROHIBITED

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age (40-70). The Contractor further agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and applicable

federal regulations relating thereto prohibiting discrimination against otherwise qualified handicapped individuals under any program or activity receiving federal financial assistance. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex or age (40-70) or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex or age (40-70) or handicap.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

12. COMMONWEALTH OF KENTUCKY CAMPAIGN FINANCE LAW COMPLIANCE

The Second Party hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Second Party further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Western Kentucky University

Prepared by:

Signature

Date

APPROVED BY:

Director of Purchasing or Authorized Representative

Contractor:

Signature

Typed Name

Date

**WESTERN KENTUCKY UNIVERSITY
PERSONAL SERVICES CONTRACT PROOF OF NECESSITY**

Contract No. _____

Department _____

TYPE OF CONTRACT: New Renewal or Extension for Time Only

NOTE: All questions must be answered fully. If space provided is insufficient, additional pages should be attached referencing the specifically numbered item. Questions regarding this form should be directed to the Bureau/Staff Office Contract Officer.

1. Name/Address of Contractor: _____ 2. Effective Period of Contract:
Start Date: _____
End Date: _____
3. Explain work to be performed. (Be specific. Include: Description of project; type(s) of service to be delivered; reports or products to be prepared; reason for duration of contract; etc.)
4. A. Does an identified or anticipated reason now exist which would indicate a need to renew the contract for the succeeding fiscal year? YES NO
If yes, explain: _____
- B. Will the contract provide for cancellation by the Department upon a maximum of 30 days or less written notice to the contractor? YES NO
5. FINANCIAL AND CONTRACT COST DATA:
- A. Total Projected Cost of Contract: \$ _____
Source of Funds: Federal: \$ _____ State: \$ _____ Local/Other: \$ _____
- B. If contract is supported by federal funds, indicate: grant/project title; grant I.D. number; and DFDA number:

- C. If contract is supported by state funds, indicate source(s) and amount(s) (i.e., General Fund, Trust and Agency, Other): _____
- D. Was the contract cost included in the original Budget Request? ____ YES ____ NO (If no, explain)
- E. Describe in detail how the projected cost of the contract was derived (attach proposed budget when applicable):

F. Basis for Payment: Hourly: \$ _____ per hour G. Method of Payment: Straight Disbursement
 Inter-Account
Per Diem: \$ _____ per day H. Frequency of Payment: Monthly
 Quarterly

Fee for Service: \$ _____ per service
Other - Explain:

Upon Completion
 Other - Explain:

I. Social Security Number (if individual) or IRS I.D. Number (if firm or corporate entity) of proposed contractor:
SS#:

NOTE: If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contract. If individual, attach name and social security number.

J. If an individual, will the terms of contract require that the contractor be considered an "employee" of this Department for FICA purposes? YES NO

6. JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE

The following questions should be addressed at a minimum:
What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels. Will agency personnel provide staff support services to the contractor?

7. Name and address of other provider(s) considered to perform the service:

8. Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):

9. Planned supervision and monitoring of the contractor's performance:

A. Name and Title of Responsible Person:

Office and Location:

Telephone Number:

B. Describe the monitoring activities, both programmatic and fiscal, which will be performed **including** the manner in which monitoring needs will be addressed in the contract to facilitate this activity:

SIGNATURES

PREPARED BY: _____

DATE: _____

RECOMMENDED BY: _____

DATE: _____

TITLE: _____

APPROVED BY: _____

DATE: _____