



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)

hereinafter referred to as WKU or the First Party, and

Personal Service Contract Number PS _____ Index No.: _____ _____ Encumbrance Amount: _____ _____ This is effective: Beginning: _____ Ending: _____

Name of Individual or Firm:

Commonwealth of Kentucky Secretary of State
Registration # _____

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 (Contract) will perform the services which are described with particularity in the attached letter (to which reference is made below) which is made a part of 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 described, WKU agrees to pay the Contractor in one of the following manners upon receipt of signed invoices(s) No other fees or expenses are authorized unless specifically identified in this contract. Receipts are required on all expenditures exceeding \$10.00.

The sum of \$_____ or
a sum not to exceed \$_____

to be paid in the following manner:

\$_____/hour

\$_____/per diem

\$_____/services

other:

B. TRAVEL EXPENSES, (If authorized herein.):

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

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 payments 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.

D. The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. “No payment shall be made on any personal service contract unless the individual, firm, partnership or corporation awarded the personal service contract submits its invoice on a form established by the committee.” The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted with each invoice as a condition of payment. The Personal Service Contract Invoice Form shall be used for this purpose and may be found online at http://www.wku.edu/finadmin/forms/documents/psc_invoice.pdf .

4. SIGNIFICANT CONTRACT DATES

A. EFFECTIVE DATE:

This agreement is not effective unless and until Western Kentucky University’s, Department of Purchasing has approved and signed the contract. It will not be effective until (3) copies of the contract are filed with the Commonwealth of Kentucky Legislative Research Commission. Each such copy being accompanied by documentation of the need for such service and by 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:

Beginning: _____, 20____ Ending: _____, 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 (12) months each, subject to the advance approval of the WKU 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 US. 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 contribution and for making Social Security withholdings pursuant to 42 US, Code, Section 41B, relative to the compensation of the Second party for this contract.

7. CANCELLATION

This contract may be cancelled by either party at any time upon thirty (30) days written notice.

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 the 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/her signature hereafter that he/she is legally entitled to enter into the subject contract with the University and certifies the he/she 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 the 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.

FIRST PARTY:

Western Kentucky University

Prepared by

Recommended Approved by (Department Head)

Approved by:

Director of Purchasing or
Authorized Representative

SECOND PARTY:

Name of Firm/Individual

Authorized Signature

Type Name

Date

INSTRUCTIONS

1. The date on which the agreement is “made” and “entered into” should be the date both parties sign, or, if signing is on separate days, the date on which the later signature is affixed. If the Contractor is a firm, list on a separate sheet of paper the name and Social Security Number of each individual who will be connected with the contract. The effective date of the contract is the date it is filed, after all necessary approvals, with the Legislative Research Commission. (KRS 45A.695)
2. The first “WHEREAS” necessitates a short, simple statement describing the University function, be it expressed or implied by the law, relative to which the Contractor’s services will be utilized.
3. Contract paragraph 1 (Services) should set forth the necessary instructions to the Contractor concerning the services to be provided. (Describe them, to the extent required.) If space is insufficient, refer to a letter in which instructions are spelled out in detail. Attach a copy of the letter to each copy of the contract.
4. Contract paragraph 2 (Consideration) should be clear and specific as to payment and as to expense reimbursement, if any. Specify whether the Contractor is to be paid in a lump sum on final and satisfactory completion of the contracted service, or is to be paid on completion of stated portions of the service, or is to be paid at stated intervals. If fee is determined by any method other than lump sum after completion of all work, specify the method and rate (such as dollars per hour per classification of employee). List the information the Contractor is to provide on his invoice(s).
5. If a contract is being extended with the same terms and conditions (option stated in Contract paragraph 5), use Notice of Extension of Personal Services Contract). However, if the new agreement is to involve any change (amounts, instructions, services, or any other provisions, establish a new contract (Standard Contract for Personal Services).
6. Contract paragraph 6 requires a determination, based on facts, as to whether the Contractor will be considered and treated as an employee or as an independent Contractor within the terms of the federal law on Social Security. (If he is to be an independent Contractor, the University would have no liability for Social Security contributions).
7. Contract paragraph 7 may be modified, if desired, by deleting the word “thirty” and substituting a shorter but no longer period of time. (KRS 45A.695).
8. If this form contract proves inadequate for the specific services involved, particularly with reference to Contract paragraphs 1 and 2, then it may be used as a guide for the drafting of a special-purpose contract document to provide additional (not less) information. A special-purpose contract document, if used, must include all the standard provisions contained in this form contract. These provisions generally reflect legal requirements or policy requirements applicable to all State Personal Service Contracts.
9. Originating agency will submit one (1) copies of the contract to the Purchasing Department and keep one (1) copy of this contract for departmental files (KRS 12.210(1) provides that employment of attorneys is also subject to review by the Attorney General and subject to approval by the Governor.)