

Standard Contract for Personal Services



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, 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 Form B111-13 (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 contribution.)
7. Contract paragraph 7 may be modified, if desired, by deleting the word “thirty” and substituting a shorter but not 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 three (3) copies of the contract to the University Purchasing Division 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.)

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PERSONAL SERVICE CONTRACT INVOICE FORM GOVERNMENT CONTRACT REVIEW COMMITTEE LEGISLATIVE RESEARCH COMMISSION

Pursuant to KRS 45A.695, **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 for payment on a form established by the committee.

Invoices shall be submitted every ninety (90) days, unless the personal service contract specifies a different submission time period.

Separate invoices shall be submitted for each distinct matter covered by the personal service contract, and shall be signed by the individual responsible for that matter

The issuance of an invoice to the Commonwealth constitutes an affirmation by the individual, firm, partnership, or corporation awarded the personal service contract that the invoice truly and accurately represents work actually performed, and the expenses actually incurred.

The head of the contracting body shall approve the invoice, indicating that the charges in the invoice reflect the value of the work performed, and all recorded costs and disbursements were reasonably and necessarily incurred in connection with the matter invoiced.

NOTE: All questions must be answered fully. If the space provided is insufficient, additional pages should be attached referencing the specifically numbered item. Any questions regarding the invoice requirements should be directed to the contracting agency.

Contract Number: _____ Date of Invoice: _____

Contracting Body

Division, Branch, etc.

1. Name and Address of Contractor: _____

2. Contractor's Tax I.D. Number: _____

3. Effective Period of Contract:
Starting Date: _____
Ending Date: _____

4. Combined Total Amount Charged in this
Invoice for Services and Reimbursable
Disbursements: _____

5. Dates of Service Covered under
this invoice:
Starting Date: _____
Ending Date: _____

6. Is this the FINAL invoice
for services performed under this contract:
____ Yes ____ No

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7. Date of most recent invoice submitted prior to this invoice: _____
8. How often is the contractor required to submit invoices under the terms of the personal service contract:
9. Provide a description of the matter covered by this invoice:
10. Provide a full description of each service provided, including the date each service was performed, the name and title of each individual who worked on the matter, and the time the individual spent on the matter:
11. Provide the hourly rate for each individual working on the matter and the total charge for that individual for each matter involved:
12. Provide the subject matter and recipient of any correspondence:
13. Provide a full description of any work product produced, designating the way in which the work product is associated with the matter being invoiced. (Attorneys Billing for Legal Services: If you contend that any information is subject to privilege, please identify the privileged item, and provide sufficient information to evaluate the claim of privilege):
14. Provide an itemized list of all disbursements to be reimbursed by the state for each matter invoiced and the total charge for that matter:

SIGNATURES:

Contractor: _____ Date: _____

Title: _____

Contracting Body

Approved by: _____ Date: _____

Title: _____