



Personal Service Contracts: What You Need to Know

JAMISON BARTON
Procurement Services



What is a Personal Service Contract?

A personal service contract is an agreement whereby an individual, firm, partnership, or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

The University's policy governing personal service contracts is established by state law in the Kentucky Revised Statutes (KRS 45A.690 to 45A.725).





Examples of Personal Service Contracts

- Attorneys
- Licensed Medical personnel (not employment agencies)
- Auditing/Accounting
- Architect/Engineer
 - (Managed by Capital Project Management Division, KRS 45A.730 to 45A.838)
- Consulting Services
- Executive Search Firms
- Insurance Adjusters
- Web Design
- Graphic Design
- Auctioneers
- Veterinarians
- Other

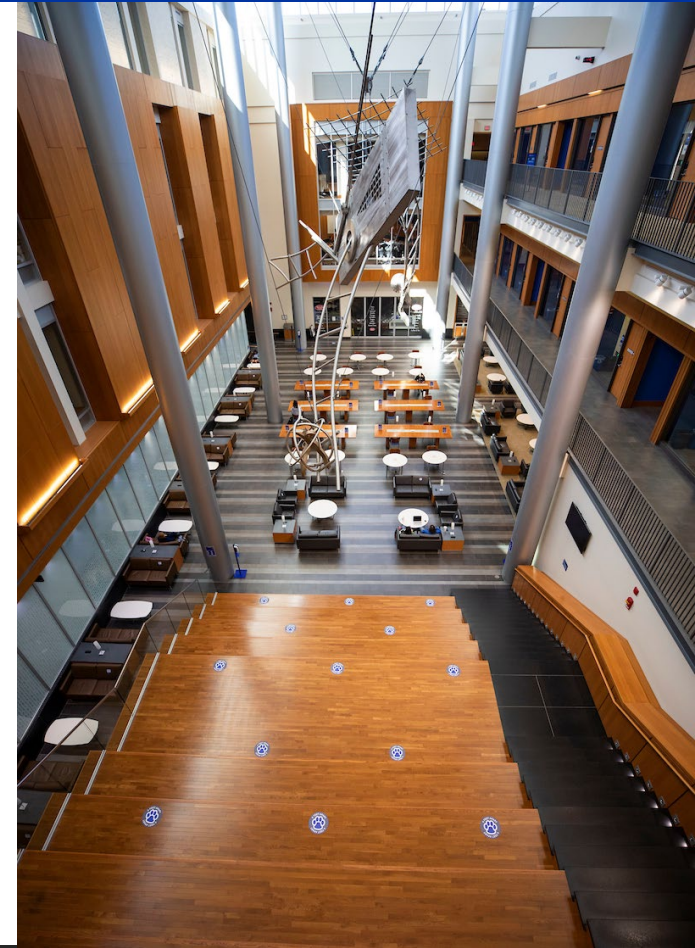


Requirements

- Each contract must include a thirty (30) day cancellation clause.
- Contracts are reported for review to the Government Contract Review Committee (GCRC) of the Kentucky state legislature.
- The GCRC meets on the second Tuesday of the month in Frankfort.
- Contracts must be submitted to the GCRC prior to the close of business of the last working day of the month for review at the following month's meeting.

Requirements

- By policy, the GCRC has promulgated maximum hourly rates for certain professions including attorneys and auditors.
- It is suggested that contracts run thru June 30th, however, no contract may extend beyond the current biennium.
- Out of state firms must be registered as a foreign corporation with the Kentucky Secretary of State.
- If required, all firms must be registered with the Kentucky Department of Revenue for tax collection purposes.





How to Submit a Contract for Consideration

Two types of Contracts

- \$1,000 to \$10,000
- Over \$10,000


Timing is important. To be considered at the following month's committee meeting contracts need to be submitted to the Government Contract Review Committee by close of business on the last day of the previous month.

Email contracts to jamison.barton@uky.edu and allow enough time to get the necessary signatures in order to meet that deadline.

\$10,000 or less

- A competitive solicitation and/or UK contract is **NOT** required.
- Contracts must be reported to the Government Contract Review Committee (GCRC) within thirty (30) days of the effective/start date of contract.
- Requires signatures from the contractor, department, and Chief Procurement Officer.

Personal Service Contract
(\$10,000 or less)



Personal Service Contract Number: _____ (To be assigned by Procurement Services)

This Personal Services Contract for professional services to _____
is made and entered into this _____ day of _____, 20____ by and between _____

Name of Individual or Firm (The Second Party)

Social Security or Federal ID Number

Street Address

City

State

Zip Code

Services: University of Kentucky has determined that personnel are not available to perform the described services or use of personnel would not be feasible. Therefore, the Second Party will perform the services described below:

Payment: As fee for the services described, University of Kentucky agrees to pay the Second Party a sum not to exceed \$ _____ upon receipt of an invoice and a completed and signed Personal Service Contract Invoice Form located at www.uky.edu/Purchasing/psinvoiceform.pdf. No other fees or expenses are authorized unless specifically identified in this contract. Payment will be made as described below:

Other Expenses: The Second Party shall be reimbursed for no other expenses of any kind, except as specifically described below:

Contract Dates: Beginning: _____ Ending: _____ Cancellation by either party upon 30 days written notice.

The Second Party is an independent contractor for University of Kentucky; therefore, University of Kentucky is not liable for Social Security Contributions pursuant to Section 418.42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payments exceed \$600.00.

This Standard Contract for Personal Services is subject to the University's General Terms and Conditions, unless otherwise agreed to in writing. The University's General Terms and Conditions may be viewed at www.uky.edu/Purchasing/terms.htm.

FIRST PARTY:

Department Signature Date

Dean, Vice President or Provost (if necessary)

OFFICIAL PROCUREMENT SERVICES APPROVAL:

Procurement Services, Director/Asst. Director Date

SECOND PARTY:

Type Name of Firm/Individual

Signature Date

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Over \$10,000

- A competitive solicitation and UK contract **IS** required.
- Contractors may not begin work until the contract is reported to the Government Contract Review Committee (GCRC).
- Requires signatures from the contractor, Office of Legal Counsel, Executive Vice President for Finance and Administration, and Chief Procurement Officer.

Standard Contract for Personal Services



Personal Service
Contract Number PS _____

Account No. _____

Encumbrance Amt. _____

This Contract is effective on
(the date of its delivery to the Legislative Research Commission) _____

This Contract expires

THIS CONTRACT is made and entered into this _____ day of _____, 20____,

by and between

UNIVERSITY OF KENTUCKY
(Agency)

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

(Name of individual or firm) _____
(Social Security / FEIN Number)

(Address)

hereinafter referred to at 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:


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Proof of Necessity (PON)

- The Proof of Necessity form **IS** required for all contracts, \$10,000 or less and over \$10,000.
- It provides information for the GCRC such as contract costs and source of funds and identifies how the contract was awarded.
- Departmental signatures are required to complete the form.
- Contractor's signature is not required.

Legislative Research Commission
Personal Services Contract
Proof of Necessity



Contract No. _____

Agency _____ Division, Branch, etc. _____

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 and 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: \$ _____ Identify _____

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)


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Notice of Amendment

**Notice of Amendment of
Personal Service Contract**



Name and Address of Individual or Firm

Personal Service
Contract Number PS _____

Amendment No. _____

Account No. _____

Net Increase _____

Net Decrease _____

Revised Contract Amt. _____

Confirming the verbal agreement made between you and the University of Kentucky, _____

(Agency)

Contract No. _____, dated _____, is being amended as follows:

All other terms and conditions of the contract, except as modified above, are hereby ratified and confirmed. The period within the current fiscal year in which services are to be performed under this amendment is from _____ to _____

Please signify your acceptance of the above amendment to Contract No. _____ by affixing your signature in the space provided below.

FIRST PARTY: UNIVERSITY OF KENTUCKY

SECOND PARTY: _____
Type Name of Firm or Individual

BY: _____
Dean/Director

BY: _____
Signature

Vice President/Provost (if necessary)

Date

RECOMMENDED FOR APPROVAL:

Director/Asst Director, Procurement Services

EXAMINED AS TO FORM AND LEGALITY:

University Legal Counsel

OFFICIAL APPROVAL:

Executive Vice President for Finance and Administration


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- The Notice of Amendment is used to add additional services and/or increase the dollar amount of the contract.
- Requires signatures from the contractor, department, Office of Legal Counsel, Executive Vice President for Finance and Administration, and Chief Procurement Officer.
- Contracts cannot be amended for at least ninety (90) days after the contract was initially reviewed by the GCRC.

Notice of Extension

**Notice of Extension of
Personal Service Contract**



Personal Service
Contract Number PS _____

Account No. _____

Encumbrance Amt. _____

Pre-Audit No. _____

This Contract
Is Effective _____
(date of delivery to LRC)

and Expires _____

Name and Address of Individual or Firm

(Agency)

This is to notify you that under the provisions of the contract, the University elects to extend Contract
Number _____, dated _____, between you and _____
with the same terms and conditions as set forth therein. The period within the current fiscal year in which services are to be performed
under this extension is from _____ to _____.

Please signify agreement to such an extension of said contract by affixing the proper signature as indicated herein under.

**FIRST
PARTY:** UNIVERSITY OF KENTUCKY

SECOND PARTY: _____
Type Name of Firm or Individual

BY: _____
Dean/Director

Executive Vice President for Finance and Administration

Date

BY: _____
Signature

Date

RECOMMENDED FOR APPROVAL:

Director/Asst Director, Procurement Services

EXAMINED AS TO FORM AND LEGALITY:

University Legal Counsel

OFFICIAL APPROVAL:

Executive Vice President for Finance and Administration

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- The Notice of Extension is reviewed at a scheduled GCRC meeting.
- The Notice of Extension of Contract is used to extend a contract for an additional period of time.
- Requires signatures from the contractor, department, Office of Legal Counsel, Executive Vice President for Finance and Administration, and Chief Procurement Officer.
- It can only extend a contract that has not already expired.

Memorandum of Agreement (MOA)

MEMORANDUM OF AGREEMENT UNIVERSITY OF KENTUCKY

THIS AGREEMENT, made and entered into this _____ day of _____, 20____

By and between _____
(Name of Individual or Firm)

(Address) (Zip Code)

hereinafter referred to as the First Party, and the

(Name of Company) (Address)

hereinafter referred to as the Second Party:

WHEREAS, the First Party, in the exercise of its lawful duties, wishes to obtain certain services, as described below:

1. SERVICES:

WHEREAS, the Second Party is willing to perform such services. The Second Party agrees to perform the services as hereinafter described with particularity as follows

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

2. CONSIDERATION

A. **Fee:** For the services as hereinbefore set forth, the First Party agrees to pay the Second Party, the sum of \$_____ payable upon the receipt of billing from the Second Party. Payment is due within thirty (30) days after the date of the Second Party's invoice.

B. **Travel expenses,** if authorized, herein. The contact shall be paid for no travel expenses unless and 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 in the paragraph below

D. Maximum for fee and expenses

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

- Memorandum of Agreements (MOA) are only used for personal service contracts between in-state, public agencies such as other state universities or colleges, local education districts, the Commonwealth of Kentucky, or any local governmental agencies.
- A Proof of Necessity must be submitted with the Memorandum of Agreement.
- There is no standard Memorandum of Agreement form.

Personal Service Contract Invoice Form



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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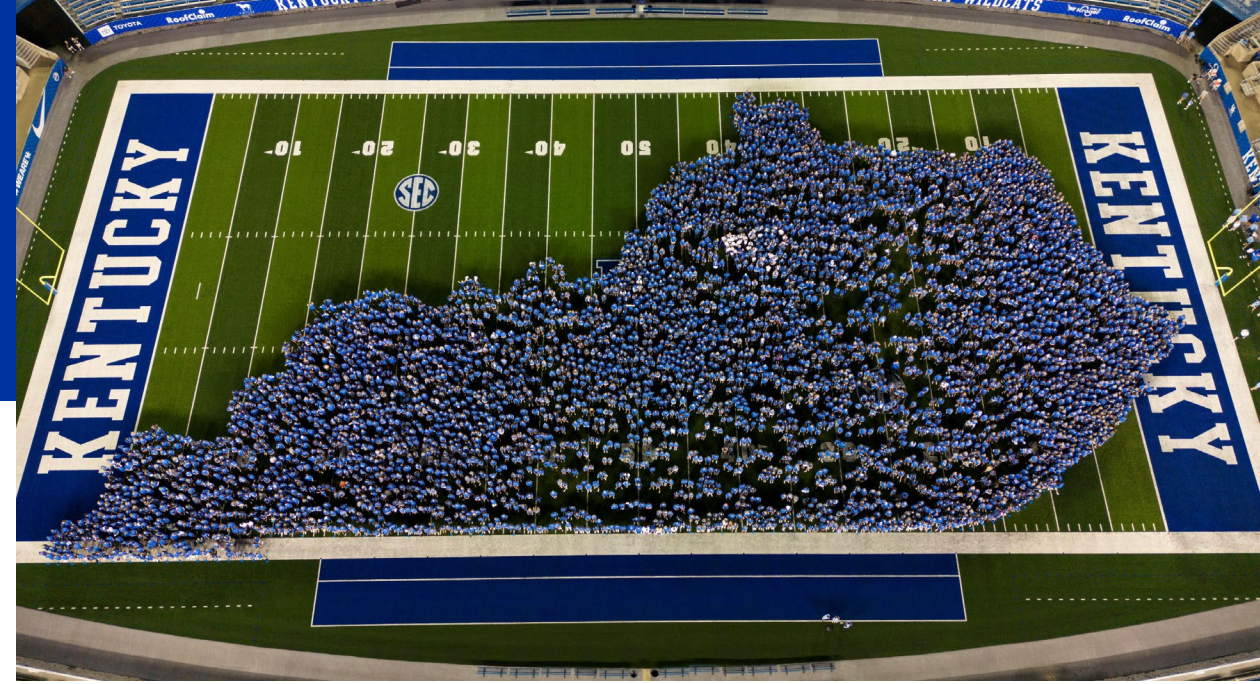
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Invoice Form

- Completed by the vendor or the department once you have an approved Personal Service Contract and invoice to be paid.
- Each invoice to be submitted for payment should have a separate form.
- Requires signatures from the contractor and the department (Contracting Body).
- Once completed it **MUST** be submitted to Accounts Payable with the invoice it references for the invoice to be paid.

Helpful Tips

- Provide a complete and accurate description of the work to be performed.
- Be sure to avoid abbreviations or acronyms.
- Reference the RFP number on the Proof of Necessity form if it applies to the contract.
- Clearly identify the source of funds on the Proof of Necessity.
- Be sure to ask for sufficient dollar amounts. Contracts cannot be amended for ninety (90) days.
- An SRM Shopping Cart or SAP/ECC requisition is needed for a purchase order to be issued for payment.
- The procurement card or a PRD are **NOT** allowed for payment.
- Each department is responsible for obtaining signatures from the department and contractor.



Online Resources



All forms are located (after logging in) at purchasing.uky.edu/departmental-procurement-forms or

- Standard Contract for Personal Services
purchasing.uky.edu/sites/default/files/2024-07/personsvc.pdf
- Personal Service Contract (\$10,000 or less)
purchasing.uky.edu/sites/default/files/2024-07/personsvclass10k.pdf
- Personal Service Contract Proof of Necessity
purchasing.uky.edu/sites/default/files/2024-12/proofnec.pdf
- Notice of Extension of Personal Service Contract
purchasing.uky.edu/sites/default/files/2024-07/personsvcext.pdf
- Notice of Amendment of Personal Service Contract
purchasing.uky.edu/sites/default/files/2024-07/personsvcamend.pdf
- Personal Service Contract Invoice Form
purchasing.uky.edu/sites/default/files/2024-07/personservicecontractinvoiceform.pdf
- Additional Information
purchasing.uky.edu/personal-service-contracts



Contact Us:

UK Procurement Services

322 Frank D. Peterson

Service Building

411 S. Limestone

Lexington, KY 40506

859-257-9100

<https://purchasing.uky.edu/>

Jamison Barton

Administrative Business Officer

jamison.barton@uky.edu