



Procurement Services  
 Lucas Administrative Center 617  
 Nunn Drive  
 Highland Heights, KY 41099  
 (859) 572-5265  
 FAX (859) 572-6995

# PERSONAL SERVICES CONTRACT

Personal Services Contract No. PS-NKU _____
Request For Proposal No. _____
Department: _____
Cost Center Number: _____

Filed with LRC:

This Personal Services Contract for \_\_\_\_\_ services is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by and between Northern Kentucky University (NKU) and;

NAME: \_\_\_\_\_ SSN or EIN \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_ ZIP: \_\_\_\_\_

**Services:** NKU has determined that University personnel are not available to perform the described services or use of University personnel is not feasible. Therefore, the Contractor will perform the services described below:

\_\_\_\_\_

**PAYMENT:** As fee for the services described, NKU agrees to pay the Contractor a sum not to exceed \$ \_\_\_\_\_ (including expenses if authorized below) upon receipt of signed invoice(s). No other fees or expenses are authorized unless specifically identified in this contract. Payment will be made as described below:

### AUTHORIZED FEES AND EXPENSES

Hourly: \$ _____ /hour	Mileage current NKU rate	Lodging	Postage
Per Diem: \$ _____ /day	Airfare	Meals	Printing
Fee: \$ _____ /service	Other Transportation	Phone	Miscellaneous
Other: \$ _____			

Payment To Be Made: Upon Completion; Other \_\_\_\_\_

**Other Expenses, if any, that will be incurred by NKU on behalf of the contractor - Describe:**

**Contract Dates:** Beginning - \_\_\_\_\_ 20 \_\_\_\_; Ending - \_\_\_\_\_ 20 \_\_\_\_

**Cancellation:** By either party upon 30 days written notice.

**Contract provisions on page 2 and 3 of this document are part of this contract.**

**Northern Kentucky University:**

Prepared by: \_\_\_\_\_  
 Signature/Date \_\_\_\_\_

Approved: \_\_\_\_\_ / \_\_\_\_\_  
 Supervisor Procurement Representative

**Contractor:**

Signature/Date \_\_\_\_\_  
 Type or Print Name \_\_\_\_\_

**Notice:** This contract subject to immediate cancellation upon disapproval by the Government Contract Review Committee of the Legislative Research Commission.

ARE YOU A US CITIZEN: YES [ ] ; NO [ ] If no, country of permanent residency: \_\_\_\_\_ Visa Status: \_\_\_\_\_

PERSONAL SERVICES CONTRACT

**Continuation of Contract Provisions**

1. The date on which the Contract is “made” and entered into” should be the date both parties sign, or if signing is on separate days, the date on which the latter signature is affixed. If the Contractor is a firm, list on a separate sheet of paper the name and Social Security Number for 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 (1)]
2. The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by Northern Kentucky University. If reimbursement of 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. 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. Contractor shall not be reimbursed for any expenses not listed or marked on the first page of this contract.
3. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of the Contract.

**By signing this Personal Services Contract, Contractor swears or certifies that he/she is in compliance with the following sections 4, 5, 6 and 8.**

**4. Conflict-Of- Interest and Principles**

The Contractor hereby certifies by his/her signature hereinafter that he/she is legally entitled to enter into the subject contract with the University and certifies that he/she is not and will not be violating any conflict of interest statute (KRS45A.330-45A.340, 45A.990, 164.390, or any other applicable statute) or principle by the performance of the contract.

**5. Discrimination Prohibited**

During the performance of this Contract, the Contractor agrees not to discriminate illegally against any employee or applicant for employment on the basis of race, religion, color, national origin, sex or age (age 40 and above), physical or mental disability, or status as a Vietnam Era veteran. 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. The Contractor will comply with the provisions of the Americans with Disabilities Act as applicable.

6. The Contractor hereby swears that neither he/she, nor any member of his/her immediate family having an interest of 10 percent or more in any business entity involved in the performance of this contract, contributed more than the amount specified in KRS 121.056(2), to the campaign of the Kentucky gubernatorial candidate elected at the election last preceding the date of this contract.

In addition, Contractor 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.

7. The Contractor is an independent contractor for NKU; therefore, NKU 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.

PERSONAL SERVICES CONTRACT

**8. Requirements for Foreign Corporations**

The Legislative Research Commission (LRC) has established a policy requiring that foreign corporations, LLC's, etc (businesses incorporated outside Kentucky) must be registered with the Secretary of State (SoS) in order to do business with an agency of the Commonwealth of Kentucky. The following website has information on registration: <http://onestop.ky.gov/Pages/default.aspx>. A foreign business must submit an application for a Certificate of Authority for their appropriate business type.

To be issued a Certificate of Authority by the SoS, a foreign company must also designate a registered agent with a Kentucky mailing address. For foreign companies that do not know anyone who can act as their registered agent, it is common to engage a professional registered agent. The following link contains information on registered agent companies: <http://www.registeredagentinfo.com/big-four.html>. The annual fee is generally insignificant.

**9. Occupational License**

Northern Kentucky University was annexed by the City of Highland Heights in 2008. All contractors performing work for NKU must possess a Campbell County Occupational License and a City of Highland Heights Occupational License (administered by Campbell County) and must also pay applicable payroll taxes. For further information call 859.292.3884 or log onto: <http://campbellcountky.org/index.php/home/services/occupational-license>.

**10. Contractor may not begin work until contract has been received by the Legislative Research Commission. Receipt of a Northern Kentucky University Purchase Order will be the department and contractor's notification that work may commence.**