

PERSONAL SERVICE CONTRACT FOR

[Title]

BETWEEN

KENTUCKY EMPLOYERS' MUTUAL INSURANCE

AND

[Vendor Name]
[Vendor Address]
[Vendor Address]

This Personal Service Contract (PSC) is entered into, by and between Kentucky Employers' Mutual Insurance ("KEMI") and ("the Contractor") to establish a contract for . The initial PSC is effective from through .

[Insert any renewal language.]. **This PSC is effective and expires .**

KEMI and Contractor agree to the following:

I. Scope of Contract

[Insert description of services.]

II. Contract Components and Order of Precedence

KEMI's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award shall create a valid contract between the Parties consisting of the following:

- This written agreement and any subsequent written amendments to this agreement;
- Any addenda to the Solicitation;
- The Solicitation and all attachments thereto; including PSC Standard Terms and Conditions;
- Any Best and Final Offer;
- Any clarifications concerning the Contractor's proposal in response to the Solicitation;
- The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

III. Negotiated Items

[Insert any items negotiated in the solicitation or otherwise.]

IV. Pricing

[Insert Contract Amount and applicable payment information.]

V. Invoicing

[Insert Invoicing information.]

VI. Personal Service Contract Standard Terms and Conditions

Whereas, the first party, KEMI, has concluded that either KEMI personnel are not available to perform said function, or it would not be feasible to utilize KEMI personnel to perform said function; and
Whereas, the second party, the Contractor, is available and qualified to perform such function; and
Whereas, for the abovementioned reasons, KEMI desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

Effective Date:

This contract is not effective until KEMI's Board of Directors has approved the contract per KEMI's procurement policy.

Renewals:

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation, if any. Renewal shall be subject to prior approval from KEMI's Board of Directors per KEMI's procurement policy.

Choice of Law and Forum:

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against KEMI on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Fayette Circuit Court, Fayette County, Kentucky.

Cancellation:

KEMI shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

Authorized to do Business in Kentucky:

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity:

KEMI shall not award a contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by KEMI within the time frame identified above, the contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

Invoices for fees:

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

Travel expenses, if authorized:

The Contractor shall not be paid for travel expenses unless authorized in advance and in writing by KEMI. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses prior to the incurred expense.

Other expenses, if authorized herein:

The Contractor shall not be reimbursed for other expenses of any kind, unless authorized in advance and in writing by KEMI.

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 KEMI.

Purchasing and specifications:

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by KEMI. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "he/she" 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/she" is construed to mean any person with an interest therein.

Conflict-of-interest laws and principles:

The Contractor certifies that he/she is legally entitled to enter into this contract with KEMI, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

Campaign finance:

The Contractor 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 Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor 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.

Access to Records:

The Contractor agrees that KEMI or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review.

Protest:

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest to KEMI's Internal Auditor in accordance with KEMI's procurement policy.

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 418, relative to the compensation of the second party for this contract.

_____ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

VI. Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney