

4500040365



Personal Service Contract

(\$10,000 or less)

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

This Personal Services Contract for professional services to Community Engagement
is made and entered into this 4th day of June, 20 10 by and between

Steve Kay, Roberts and Kay, Inc.		61 1027937	
Name of Individual or Firm (The Second Party)		Social Security or Federal ID Number	
250 Campsie Place	Lexington	Ky	40508
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:

Facilitate University Neighborhood Advisory Council (UNAC) meetings; design a structure and process for recommendations. Additional meetings as suggested by the committee.

Payment: As fee for the services described, University of Kentucky agrees to pay the Second Party a sum Not to exceed \$ 4,000.00 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:

Per invoices received after each phase is completed. Funding will be disbursed per hours worked and after approval by Lisa Higgins-Hord.

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

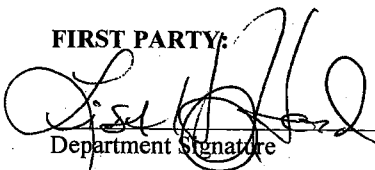
Meetings; meeting materials; travel expenses; summary report of meetings; meal provided at each monthly meeting.

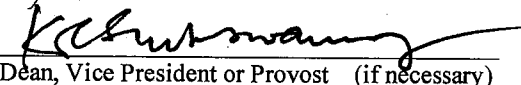
Contract Dates: Beginning: July 1, 2010 Ending: June 30, 2011 Cancellation by either party upon 30 days written notice.

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 <http://www.uky.edu/Purchasing/terms.htm>.


FIRST PARTY:

 6/4/10
Department Signature Date

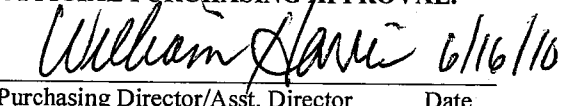

Dean, Vice President or Provost (if necessary)

SECOND PARTY:

ROBERTS & KAY, INC.
Type Name of Firm/Individual

 6/9/10
Signature Date

OFFICIAL PURCHASING APPROVAL:

 6/16/10
Purchasing Director/Asst. Director Date

Rev. 04/08



UNIVERSITY OF KENTUCKY
STANDARD CONTRACT
FOR PERSONAL SERVICES

THIS CONTRACT is made and entered into this
1 day of July, 20 10

by and between

UNIVERSITY OF KENTUCKY
(Agency)

Personal Service Contract Number PS <u>K11-105</u>
Account No. _____
Encumbrance Amt. <u>400,000</u>
This Contract is effective on <u>7-1-10</u> (the date of its delivery to the Legislative Research Commission)
This Contract expires <u>6-30-12</u>

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

Central Kentucky Interpreter Referral, Inc.

20-1242765

(Name of individual or firm)

(Social Security / FRIN Number)

P.O. Box 104 Danville, KY 40423

(Address)

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):

Provision of licensed and certified sign language interpreters for individuals who are deaf and/or as hard-of-hearing in the University of Kentucky classrooms and for university sponsored activities and events required by federal mandates for said services.

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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1. SERVICES.

The Second Party (the Contractor) will perform the services which are described with particularity in the attached letter (to which reference is made below) which is made a part hereof as if fully incorporated herein, or, if no letter is necessary, as hereinafter described with particularity as follows:

Provide licensed and certified interpreters as required under state and federal guidelines for persons who are deaf and/or hard-of-hearing in University of Kentucky sponsored activities and in classrooms as required per the direction of the Disability Resource Center.

2. CONSIDERATION.

A. FEE.

As fee for the services hereinbefore set forth, the University agrees to pay the Contractor one of the following, as indicated:

the sum of \$ _____

a sum not to exceed \$ 400,000.00

to be paid in the following manner or on the following terms:

Rate(s) of payment for service shall be \$45.00 per daytime hours worked and \$50.00 per hour for evening/weekend hours worked. Contractor will invoice on the 15th and 30th day of each month.

The Contractor's invoice(s) for fee shall be signed and shall include not less than the following information:

Date(s) of service, time services were performed, client/student's name(s) and name of interpreter.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by the University of Kentucky.

B. TRAVEL EXPENSES, if authorized herein.

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

Mileage will not be paid. Contractor will bill for services on a portal to portal basis which is the standard for interpreter services performed with the state of Kentucky.

Travel expenses, if authorized, shall be billed in the following manner:

Lodging and per diem will be paid to interpreters only in the event the assignment requires overnight travel. Reimbursement will be provided only if pre-approved using University Travel Regs.

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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 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 the University of Kentucky.

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 \$ 400,00.00.

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.

4. SIGNIFICANT CONTRACT DATES

A. EFFECTIVE DATE.

This agreement is not effective unless and until the University of Kentucky, Purchasing Division has approved and signed the contract and unless and until three (3) copies of the contract are filed by the State with the Legislative Research Commission, with 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 under this contract

is from July 01 20 10 to June 30 20 2012.
(Month & Day) (Month & Day)

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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 twelve (12) months each, subject to the advance approval of the University of Kentucky Purchasing Division.

6. 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 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 contributions and for making Social Security withholdings pursuant to 42 U.S. Code, Section 41B, relative to the compensation of the Second Party for this contract.

7. CANCELLATION

The University shall have the right to terminate and cancel this agreement at any time upon thirty (30) days written notice served on the Contractor by registered or certified mail.

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 University of Kentucky. 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 signature hereinafter that he is legally entitled to enter into the subject contract with the University of Kentucky and certifies that he 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 this 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:

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- (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.

13. UNIVERSITY GENERAL TERMS AND CONDITIONS

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 <http://www.uky.edu/Purchasing/terms.htm>.

FIRST PARTY: UNIVERSITY OF KENTUCKY

BY: *Jacob Karnes, Jr.*
Dean/Director
Victoria A. Hammond
Provost/Exec. Vice President/Vice President
5-10-10
Date

SECOND PARTY: Central KY Interpreter Referral II
Type Name of Firm/Individual

BY: *Jennifer Paycheck*
Signature
President 5-6-10
Title Date

RECOMMENDED FOR APPROVAL:
William James
Director, Purchasing Division

EXAMINED AS TO FORM & LEGALITY:
Shelley B. Reed
University Legal Counsel

OFFICIAL APPROVAL:
Joe A. Reed
Executive Vice President for Finance & Admin



LEGISLATIVE RESEARCH COMMISSION
PERSONAL SERVICES CONTRACT PROOF OF NECESSITY

Contract No. _____

Agency: University of Kentucky Office of Treasurer
Division, Branch, etc.:

TYPE OF CONTRACT: [] New [x] 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.

- 1. Name & Address of Contractor: BKD, LLP, 220 W. Main Street, Suite 1700, PO Box 1178, Louisville, KY 40201-1178
2. Effective Period of Contract: Start Date: July 1, 2010, End Date: June 30, 2012.

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.)
Audit services for the basic financial statements of UK consolidated and its affiliates. Agreed upon procedures related to UK Intercollegiate Athletics program. Report on compliance with HB 622, letter of Commonwealth KY Auditor of Public Accounts. All services as listed in RFP # UK 07-0714-8

This personal service contract is a fixed price contract based upon 7,137 hours of work as certified by the auditing firm.

- 4. A. Does an identified or anticipated reason now exist which would indicate a need to renew the contract for the succeeding fiscal year? [x] YES [] NO
If yes, explain: Bid award was a multi years fixed price contract for 4 one year periods. This represents the final year of fixed price contract but the RFP provides for renewals through 6/30/2016 based upon mutual consent of the parties.
B. Will the contract provide for cancellation by the Department upon a maximum of 30 days or less written notice to the contractor? [x] YES [] NO

5. FINANCIAL AND CONTRACT COST DATA:

A. Total Projected Cost of Contract: \$ 700,775*
Source of Funds: Federal: \$ State: \$ 324,675
Local/Other: \$ 376,100 Identify Affiliated corporations

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): General Unrestricted Funds

D. Was the contract cost included in the original Budget Request? [x] YES [] NO (If no, explain)

*Fixed fee based upon 7,137 hours.

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E. Describe in detail how the projected cost of the contract was derived (attach proposed budget when applicable):

Formal proposal to bid via RFP UK-0714-8

F. Basis for Payment: Hourly: \$ _____
_____ per hour

Per Diem: \$ _____
_____ per day

Fee for Service: \$ 700,775 per service
Other - Explain: Progress billings

G. Method of Payment:

- Straight Disbursement
 Inter-Account

H. Frequency of Payment:

- Monthly
 Quarterly
 Upon Completion
 Other - Explain:

I. Social Security Number (if individual) or IRS I.D. Number (if firm or corporate entity) of proposed contractor:
Social Security/FEIN Number: 44-0160260

NOTE: If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contract. If individual, attach name and social security number.

J. If an individual, will the terms of contract require that the contractor be considered an "employee" of this Department for FICA purposes? YES _____ NO X

6. JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE

The following questions should be addressed at a minimum:

What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels. Will agency personnel provide staff support services to the contractor?

Requirement for external independent audit and could not be performed by internal staff

7. Name and address of other provider(s) considered to perform the service:

Multiple vendors responded to RFP in November 2007 and contract awarded based upon defined criteria. Deloitte, Crowe Chizek and Ernst and Young.

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8. Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied): Reference Bid or RFP number if applicable.
RFP UK-0714-8 was issued and evaluated to award this contract.

9. Planned supervision and monitoring of the contractor's performance:

A. Name and Title of Responsible Person: Ronda Beck
Office and Location: Controller Office, 301 Peterson Service Building, Lexington, KY
Telephone Number: 859-257-4759

B. Describe the monitoring activities, both programmatic and fiscal, which will be performed including the manner in which monitoring needs will be addressed in the contract to facilitate this activity:

Invoices will indicate work performed to date and will be approved up to fixed contract amount. Final payment not released until all deliverables issued.

SIGNATURES

PREPARED BY: Ronda Beck DATE: _____
Title: Controller

RECOMMENDED BY: Ronda Beck *beck* DATE: _____
Title: Controller

APPROVED BY: Angela Martin *Angela Martin* DATE: _____
Title: Treasurer

PURCHASING DIVISION APPROVAL: *William L. ...* DATE: 5/18/10
Director / Assistant Director

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