



PROFESSIONAL SERVICES GUIDE

Payments to Business and Business Professionals

Do not use for Individuals – See the Independent Contractor Guide

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Definitions

Contractor – Professional hired to perform services for the University

eCUBE- Electronic procurement system

Invoice – document sent to Accounts Payable to initiate payment to the vendor

PSA – Professional Service Agreement

Overview

In May 2010 the Board of Trustees passed a new policy pertaining to contract compliance and administration and designated Procurement Services as the office to review, manage, and ensure continued adherence to contractual agreements. **The new policy is number 3003.02 and can be located at <http://www.yzu.edu/guidebook>.**

Anytime businesses are on campus performing services regardless of dollar amount, an agreement needs to be completed and signed by authorized signatories in order to prevent unnecessary exposure to liability by the University. **All agreements must be fully executed prior to the commencement of any work.**

The policy for Purchasing Limits for Competitive Selection has also been updated. **This Policy # is 3003.01 and can be located at <http://www.yzu.edu/guidebook>.**

Just as a reminder, generally, any purchase exceeding \$25,000 for goods and \$50,000 for services or construction must be competitively bid and awarded. See the policy for exclusions.

All agreements may be subject to review by General Counsel.

Business professionals could include (not an exhaustive list)

- Architect
- Engineering Services
- Artwork
- Construction Contractor (unless competitively bid – then would use DAS contract)
- Consulting
- Counseling
- Doctors
- Repairs/Maintenance contractors
- Carpet Cleaning
- Etc.

In some instances, it may be more practical to use the other party's standard contract forms. Please see the "Contract Compliance and Administration Guide" for requirements. All non-standard contracts must be reviewed and approved by General Counsel. If it is not reviewed and approved by General Counsel, the agreement could be invalid. These agreements must be signed by the President, Vice President of Finance and Administration or their designees. Exceptions apply to grant funded projects.

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General Procedures

The department will need to complete the following forms:

- Professional Service Agreement (PSA) or the other party's contract forms - Must be signed by the contractor and the President, Vice President of Finance and Administration or their designees for the University
- For grant related expenditures – See Guidebook Policy # 1013.01 Research, Grants, and Sponsored Programs for signature requirements
- Requisition for a regular or standing order in eCUBE

The department will enter a requisition in eCUBE either for a regular or standing order. The date(s) of service and a description of the services to be performed must be entered in the product description field.

The completed and approved PSA Form must be either scanned and attached to the requisition or sent to Procurement Services with the requisition # indicated at the top of the form.

The contractor must submit an invoice to Accounts Payable for all services rendered with the purchase order number included in order to initiate payment.

Change orders to existing requisition/purchase orders cannot be entered in eCUBE and translated by Banner. You will have to enter a new requisition in eCUBE for the additional amount only and reference the original PO in the description box so that Accounts Payable will know that the two orders are tied together. For example in the description field enter, "increase P1000100 for an extra day's work in the laboratory" and follow the rest of the directions above. You will receive a new requisition number and purchase order number. You must complete a new PSA Form and indicate on the form that it is an increase to an existing agreement and scan and attach to the requisition or send to Procurement Services with the requisition number clearly indicated at the top. The amended agreement (taken as a whole with the original agreement) must follow the PSA authorization levels above.

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Instructions on how to complete the PSA

The department will complete the name and address of the business. Scope of services can either be entered in the block provided or included as Attachment A.

Complete the payment block information with the dollar amount for the entire agreement.

Complete the term of agreement block.

Have the contractor sign the agreement **first** then send it to the authorized representative of the University for signature with instructions to send to Procurement Services once it is signed.

Complete a requisition in eCUBE for the service. See the eCUBE “How Do I...” User Guide for instructions on how to enter a requisition at <http://www.yzu.edu/procure/ecube.shtml>).

On the requisition, indicate the date(s) of service and if this will be a standing order (more than one payment will be made to the vendor).

Once Procurement Services receives the signed completed copy of the contract, it will be scanned and attached to the requisition and the requisition will be approved or if the contract is returned to the department, they can scan and attach to the requisition.

Note - The agreement may span more than one fiscal year; however, the requisition entered in eCUBE can only be for the current fiscal year amount. The eCUBE “copy to a new cart” feature may be used for subsequent requisitions. Please make sure the contract is attached to all requisitions.

Accounts Payable must receive an invoice from the vendor in order to initiate payment. Each invoice will require the approval of the financial manager to ensure the services were completed.

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Appendix A

PROFESSIONAL SERVICES AGREEMENT

Original _____ Amendment _____

This Agreement is made by and between Youngstown State University (hereinafter “YSU or “University”), a state university as defined in Ohio Revised Code Section 3345.011, with its main campus located in Youngstown, Ohio with its administration office at One University Plaza, Youngstown, Ohio, 44555-0001, and _____ (hereinafter referred to as “contractor”) with offices at _____ and is effective on the date executed by the University.

In consideration for the mutual promises contained herein, the above-named parties agree as follows:

- 1 SCOPE OF SERVICES.** Contractor shall be considered an independent contractor. Contractor shall provide services for YSU as specified in Attachment A or as described herein

- 2 PAYMENT.** Contractor shall perform the services specified in Attachment A or described above for the amount of _____ (\$ _____) Dollars. Payment will be made by YSU within thirty (30) days of receipt of invoice by YSU. If YSU terminates this Agreement, YSU will pay contractor for services rendered to the date of termination.
- 3 BENEFITS.** Contractor and its agents and employees shall not receive any other compensation or be entitled to sick leave, vacation leave, PERS contribution, life insurance, health insurance, Worker’s Compensation or any other benefits available to a University employee.
- 4 TAXES/HOLD HARMLESS.** The University shall not deduct or withhold any federal, state, city or other lawful taxes from any payments made to contractor. Contractor and its agents and employees shall hold the University harmless in the event any claim is made by any taxing authority as a result of its failure to withhold any federal, state, city or other lawful taxes.
- 5 TERM OF AGREEMENT.** All services rendered pursuant to this Agreement shall be commenced on the date of execution by YSU and shall be completed by contractor within approximately _____ days. Either party may terminate this agreement with 30 days notice.
- 6 SUBJECT TO APPROPRIATION.** It is understood that any and all expenditures of University funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the University determines at any time that the General Assembly failed to continue funding for payments and/or other obligations that may be due hereunder, then the University’s obligations under the Agreement are terminated as of the date that the funding expired without further obligation of the University.
- 7 FINDINGS FOR RECOVERY (R.C. 9.24).** Contractor warrants that it is not subject to any “unresolved” findings for recovery under O.R.C. 9.24. If the warranty is deemed to be false, this Agreement is void *ab initio* and contractor must immediately repay to the University any funds paid under this Agreement.

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- 8 MODIFICATIONS OF AGREEMENT.** This Agreement may be modified only by mutual agreement of the parties and only in writing.
- 9 GOVERNING LAW.** This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any provisions of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder, shall be brought only in the Courts of Ohio, and contractor hereby irrevocably consents to such jurisdiction.
- 10 EQUAL OPPORTUNITY.** Pursuant to Section 125.111 of the Ohio Revised Code, contractor agrees that contractor and any person acting on behalf of contractor will not discriminate, by reason of race, creed, color, religion, sex, age, handicap, national origin, and ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this agreement. Contractor further agrees that contractor and any person acting on behalf of contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, sex, age, handicap, national origin, Vietnam-era veteran status or ancestry.
- 11 CERTIFICATION OF COMPLIANCE WITH OHIO'S ETHICS LAWS FOR NONCOMPETITIVE BID CONTRACTS.** Contractor and its agents and employees agree to refrain from conflicts of interest and to comply with Chapter 102 of the Ohio Revised Code, Ohio's applicable public employee ethics laws. By signing this Agreement, contractor certifies that contractor has complied with this condition.
- 12 PUBLIC OFFICIAL.** By signing this Agreement, contractor certifies that the employees and owners of contractor are not public officials or employees of the state, county, municipality or township government as defined in Section 102.01 of the Revised Code.
- 13 LOBBYING.** By signing this Agreement, contractor certifies that contractor and its agents and employees are in compliance with Sections 121.60 to 121.69 of the Revised Code and contractor agrees that failure to comply shall be considered as a material breach of this Agreement.
- 14 CONFIDENTIALITY.** Contractor and its agents and employees agree to maintain the confidentiality of information and records which state and federal laws, rules and regulations require to be confidential. All information and records made public by state law shall be treated as public information by contractor.
- 15 ASSIGNMENT.** No assignment of rights or delegation of duties under this Agreement shall be made by contractor without the express written consent of the University.
- 16 DRUG FREE WORKPLACE COMPLIANCE.** By signing this Agreement, contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 17 INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless YSU from and against any and all loss, claims, damages, expenses, or liabilities which YSU may incur based upon a breach of any of the terms of this Agreement.

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18 MINIMUM INSURANCE COVERAGES AND REQUIREMENTS. Contractor shall obtain and maintain the minimum insurance coverage set forth on the Procurement Services website at <http://www.yzu.edu/procure/purchpolpro.shtml>. By requiring such minimum insurance, YSU shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

19 ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties for the services set forth in Section One. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Youngstown State University
_____ (Contractor)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A:

SCOPE OF SERVICES