



**STATE OF HAWAII**  
**CONTRACT FOR PERSONAL SERVICES**

This Contract, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_,  
*(Insert name of state department, agency, board or commission)*  
State of Hawaii (hereinafter "STATE"), by its \_\_\_\_\_  
*(Insert title of person signing for State)*  
(hereinafter also referred to as the HEAD OF THE PURCHASING AGENCY ("HOPA")),  
whose address is \_\_\_\_\_  
and \_\_\_\_\_ *(Insert Name)* (hereinafter  
"CONTRACTOR"), whose business address and taxpayer identification number are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECITALS**

A. The STATE desires to retain and engage the CONTRACTOR to provide the services described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said services.

B. This Contract is for personal services as described in Comptroller's Memorandum No. 2006-10.

C. Money is available to fund this contract pursuant to:  
(1) \_\_\_\_\_ *(Identify state sources)* or (2) \_\_\_\_\_ *(Identify federal sources)*,

or both, in the following amounts: State \$ \_\_\_\_\_

Federal \$ \_\_\_\_\_

D. Pursuant to \_\_\_\_\_,  
*(Legal authority to enter into this Contract)* the STATE is authorized to enter into this Contract.

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all of the services set forth in Attachment 1, which is hereby made a part of this Contract.

2. Term of Contract. This Contract starts on \_\_\_\_\_ and ends on \_\_\_\_\_ with \_\_\_\_\_ options to extend for \_\_\_\_\_ each.  
(Insert no. of options) (Insert no. of mos. or yrs)

3. Compensation. The CONTRACTOR shall be compensated for services rendered and costs incurred under this Contract for a total not to exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), according to the Compensation and Payment Schedule set forth in Attachment 2, which is hereby made a part of this Contract. The CONTRACTOR \_\_\_\_\_ be compensated using funding from a budgeted position number.

4. Relationship of Parties. The CONTRACTOR \_\_\_\_\_ be compensated through the STATE's payroll system and employment taxes withheld. Notwithstanding the fact that the CONTRACTOR may be compensated through the STATE's payroll system and employment taxes are withheld and remitted to the appropriate tax jurisdiction, the CONTRACTOR shall not be considered to be an employee of the STATE in the provision of services under this Contract. Further, the CONTRACTOR shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, or other benefits provided to state employees.

5. Other Terms and Conditions. The General Conditions and any Special Provisions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Provisions, the Special Provisions shall control.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures,  
on the dates below, to be effective as of the date first above written.

**STATE**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

\_\_\_\_\_  
(date)

**CONTRACTOR**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

\_\_\_\_\_  
(date)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Attorney General