**PROFESSIONAL SERVICES AGREEMENT**

**Original**  **Amendment**  **Requisition# (must complete)**

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.

**No work shall be performed unless and until contractor receives a fully executed copy of PSA and valid Purchase Order. Once agreement is fully signed, attach a copy to the External attachments of the Requisition.**

**Requesting Department (must be completed or it will be returned)**

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 attached (attach quote if one is received)

**2 PAYMENT.** Contractor shall perform the services specified in Attachment A or described above for the amount of\_     \_Dollars. **Contractor will send an invoice for the entire service upon completion unless otherwise agreed to in writing.** 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 or from      to     . 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.

**8** **SOC REPORTING REQUIREMENTS.** Service Organizations are required to submit a Service Organization Control (SOC) Report within thirty (30) calendar days of completion. Such audits shall be performed at least annually during the term of the contract and the report of the audit submitted to YSU. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to YSU.

**9 TERMS AND CONDITIONS RELATING TO FEDERALLY FUNDED AGREEMENTS.** It is understood that by signing this agreement, the contractor agrees to comply with the following: the Equal Opportunity Act, Copland “Anti-Kickback” Act, Davis-Bacon Act, contract Work Hours and Safety Standards Act, Clean Air Act, Federal Water Pollution Act, Byrd anti-Lobbying Amendment, and Debarment and Suspension (E.O.s 12459 and 12689). If contractor is found to be in violation of any of these acts, this agreement is void *ab initio* and contractor must immediately repay to the University any funds paid under this agreement.

**10 MODIFICATIONS OF AGREEMENT.** This Agreement may be modified only by mutual consent of the parties and only in writing.

**11 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 herby irrevocably consents to such jurisdiction.

**12 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.

**13 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.

**14 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.

**15 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.

**16 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.

**17 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.

**18 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.

**19 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 contractor’s performance of this agreement or contractor’s breach of any of the terms of this Agreement.

**20 MINIMUM INSURANCE COVERAGES AND REQUIREMENTS.** Contractor shall obtain and maintain the minimum insurance coverage set forth on the Procurement Services website at [Purchase Order Terms & Conditions](http://web.ysu.edu/gen/ysu_generated_bin/documents/basic_module/po_terms_conds.pdf). 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.

**21 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**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACTOR READ CAREFULLY you must choose one:**

I (the contractor), or a Principal Owner in this business, retired from Youngstown State University and am receiving retirement benefits from a State of Ohio Employee Retirement System.

(Choose One)

Yes  No