

How to complete Athletic Association PSC Template

1 Enter name of consultant individual or firm.

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**UNIVERSITY OF LOUISVILLE ATHLETIC ASSOCIATION, INC.
PERSONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this _____ d
between the University of Louisville Athletic Association, Inc., herein
_____ at _____
(Name of Individual or Firm) (Street Ad
_____, hereinafter referred to as the "Seco
(Social Security# or FEIN)

Second Party, or any principal thereof, will indicate by checking the ap
University of Louisville or any affiliate.

University of Louisville Employee: YES NO

If yes, name individual: _____

2 Enter address of consultant individual or firm.

Encumbrance Amount	\$
Contract Effective Date	
Contract Expiration Date	

UNIVERSITY OF LOUISVILLE ATHLETIC ASSOCIATION, INC.
PERSONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 20_____, by and between the University of Louisville Athletic Association, Inc., hereinafter referred to as the "First Party", and _____ at _____ (City/State/Zip Code)

_____, hereinafter referred to as the "Second Party".
(Social Security# or FEIN)

Second Party, or any principal thereof, will indicate by checking the appropriate box below if employed by the University of Louisville or any affiliate.

University of Louisville Employee: YES NO

If yes, name individual: _____

3 Enter consultant social security number or Federal Tax ID number.

PERSONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this _____ d. between the University of Louisville Athletic Association, Inc., hereinafter referred to as the "First Party", and _____ at _____ (Name of Individual or Firm) (Street Address)

_____, hereinafter referred to as the "Second Party".
(Social Security# or FEIN)

Second Party, or any principal thereof, will indicate by checking the appropriate box below if employed by the University of Louisville or any affiliate.

University of Louisville Employee: YES NO

If yes, name individual: _____

If yes, Second Party agrees to accept the contract based on the law and the absence of conflicts of interest of public officers and employees.

4

Check one box as appropriate. If consultant is employed by the University or any affiliate, enter employee name.

THIS CONTRACT is made and entered into this _____ day of _____, 20_____, by and between the University of Louisville Athletic Association, Inc., hereinafter referred to as the "First Party", and _____ at _____ (Name of Individual or Firm) (Street Address) (City/State/Zip Code) _____, hereinafter referred to as the "Second Party". (Social Security# or FEIN)

Second Party, or any principal thereof, will indicate by checking the appropriate box below if employed by the University of Louisville or any affiliate.

University of Louisville Employee: YES NO

If yes, name individual: _____

If yes, Second Party agrees to accept the contract based on the law set forth in [KRS 45A.340](#) as it related to conflicts of interest of public officers and employees.

WHEREAS, the First Party, in the exercise of its lawful duties, has determined upon the necessity of the performance of the following described functions(s):

5

Enter brief description of services to be provided by consultant.

University of Louisville or any affiliate.

University of Louisville Employee: YES NO

If yes, name individual: _____

If yes, Second Party agrees to accept the contract based on the law set forth in [KRS 45A.340](#) as it related to conflicts of interest of public officers and employees.

WHEREAS, the First Party, in the exercise of its lawful duties, has determined upon the necessity of the performance of the following described functions(s):

WHEREAS, the First Party has concluded that either state personnel to perform the function, or it would not be feasible to utilize state personnel to perform the function.

WHEREAS, the Second Party is available and would be qualified to perform the function.

6

Enter detailed description of ALL services that are to be provided and any relevant information that consultant must provide. Use all space available and if more room is needed, include on a separate page.

hereinafter described with particularity as follows. Where applicable, Louisville Office of Communications and Marketing (OCM) to ensure identity standards and strategic planning/branding initiatives. When Party's services will be in compliance with current Americans with Disabilities Act (ADA) Standards for Accessible Design, WCAG 2.1, 508 as amended (29 U.S.C. 794), Section 255 of the Communications Act,

2. CONSIDERATION:

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Enter total Fee. This amount is what the consultant will charge for their services. Travel and other expenses are not to be included in this amount unless expressly indicated so.

2. CONSIDERATION:

a. FEE:

As fee for the services hereinbefore set forth, having been performed to the satisfaction of the First Party agrees to pay the Second Party:

A sum not to exceed \$ _____

To be paid in the following manner or on the following terms: (State hourly rate and hours worked, frequency of payment, amount to be paid for specific services rendered or milestones/phases completed).

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

8

Enter details regarding how payments are to be billed. Must include hourly rates, number of hours worked, services rendered, milestone/phase completed, as relevant in order to properly evaluate invoice for approval.

The screenshot shows a contract document with a highlighted section titled "2. CONSIDERATION:". The text in this section includes: "a. FEE: As fee for the services hereinbefore set forth, having been performed the First Party agrees to pay the Second Party: A sum not to exceed \$ _____ To be paid in the following manner or on the following terms: (State here the manner of payment, amount to be paid for specific services rendered or milestone completed, and any other terms of payment.) _____ The Second Party's invoice(s) for fee shall be signed and shall include the following: _____". An orange circle highlights the blank line for payment terms. At the bottom of the screenshot, a Windows taskbar is visible with icons for various applications like Chrome, Word, and PowerPoint.

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Enter all details that must be included on the invoice submitted by the consultant in order to properly review and approve for payment.

The screenshot shows a contract document with a highlighted section containing the following text: "The Second Party's invoice(s) for fee shall be signed and shall include the following: _____ The Second Party shall maintain supporting documents to substantiate the invoice by the First Party. The First Party payment terms are Net 30 days upon receipt of invoice, unless otherwise specified in writing. b. TRAVEL EXPENSES, if authorized herein. The Second Party shall be paid for no travel expenses unless and except as provided in the following paragraph as follows: _____". An orange circle highlights the blank line for invoice details.

10

If Travel Expenses are allowed, include a maximum amount allowed. This amount can be estimated. Consultant must pay for expenses and request reimbursement on invoice.

The Second Party shall maintain supporting documents to substantiate invoices and shall furnish same by the First Party.

The First Party payment terms are Net 30 days upon receipt of invoice, subject to applicable funding

b. **TRAVEL EXPENSES**, if authorized herein.

The Second Party shall be paid for no travel expenses unless and except as specifically authorized here paragraph as follows:

Maximum amount allowed: \$ _____

11

Enter details regarding documents or information that must be provided by consultant to be reimbursed for allowed travel expenses.

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

c. **OTHER EXPENSES**, if authorized herein.

The Second Party shall be reimbursed for no other expenses of any kind authorized as follows:



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If Other Expenses are allowed, enter maximum amount here and type of expense(s) allowed. Other expenses may include administrative expenses, postage fees, office supplies, etc.

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

c. **OTHER EXPENSES**, if authorized herein.

The Second Party shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized as follows:

Maximum amount allowed: \$ _____

If the reimbursement of such expense is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of the same shall be processed upon receipt of the Second Party of valid, itemized statement submitted periodically for payment at the time any fees are due. The Second Party shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the First Party.

d. **MAXIMUM FOR FEE AND EXPENSES (a+b+c)**

The Second Party's fee, travel expense reimbursement (if any), and other expenses reimbursement to the services shall not exceed a total of \$ _____.

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Enter total for Fees and Expenses. This amount will be the sum of the amounts in sections A, B, and C.

Maximum amount allowed: \$ _____

If the reimbursement of such expense is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of the same shall be processed upon receipt of the Second Party of valid, itemized statement submitted periodically for payment at the time any fees are due. The Second Party shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the First Party.

d. **MAXIMUM FOR FEE AND EXPENSES (a+b+c)**

The Second Party's fee, travel expense reimbursement (if any), and other expenses reimbursement (if any) relative to the services shall not exceed a total of \$ _____.

3. **INVOICING**

- a. Invoicing for Fee: The Second Party's fee shall be by original invoice(s). The invoice(s) must conform to the method prescribed under Section 2, Consideration, paragraph a, and in compliance with paragraph d below.
- b. Invoicing for Travel Expenses: The Second Party must follow instructions prescribed under Section 2, Consideration, paragraph b. Either original or certified copies of receipts must be submitted for airline tickets, lodging bills, restaurant charges, rental car charges, and any other miscellaneous travel expenses.
- c. Invoicing for Miscellaneous Expenses: The Second Party must follow instructions prescribed under Section 2, Consideration, paragraph c. Expenses submitted shall be either original or certified copies.



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Enter begin and end dates for services/work to be performed. Dates are not to be backdated.

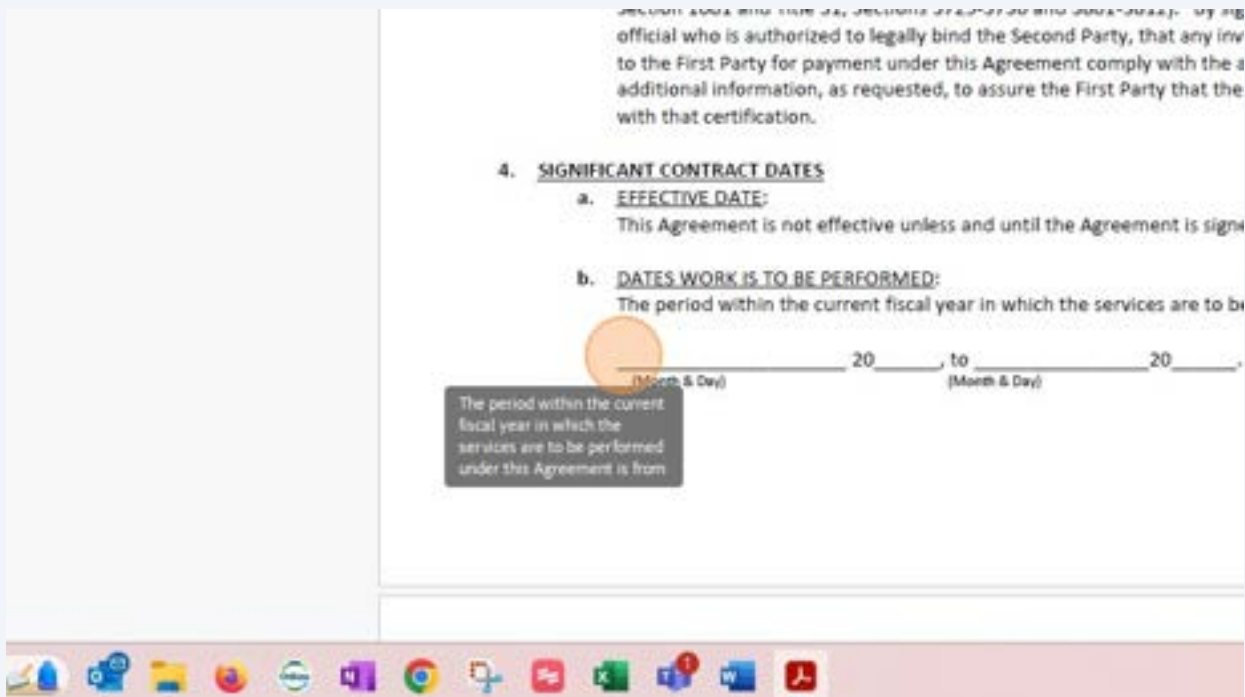
... official who is authorized to legally bind the Second Party, that any invoice to the First Party for payment under this Agreement comply with the additional information, as requested, to assure the First Party that the with that certification.

4. **SIGNIFICANT CONTRACT DATES**

a. **EFFECTIVE DATE:**
This Agreement is not effective unless and until the Agreement is signed

b. **DATES WORK IS TO BE PERFORMED:**
The period within the current fiscal year in which the services are to be performed is from _____ 20____, to _____ 20____.
(Month & Day) (Month & Day)

The period within the current fiscal year in which the services are to be performed under this Agreement is from



15

A response to the question is required if either box in section 11 is marked Yes. Can remain blank if not using federal funds to pay for this project. If YES is selected, enter URL.

individual's household and have done so for a period of at least 12 months, and, must be financial example, have joint checking account or joint mortgage) for 12 months or longer, and, must be un

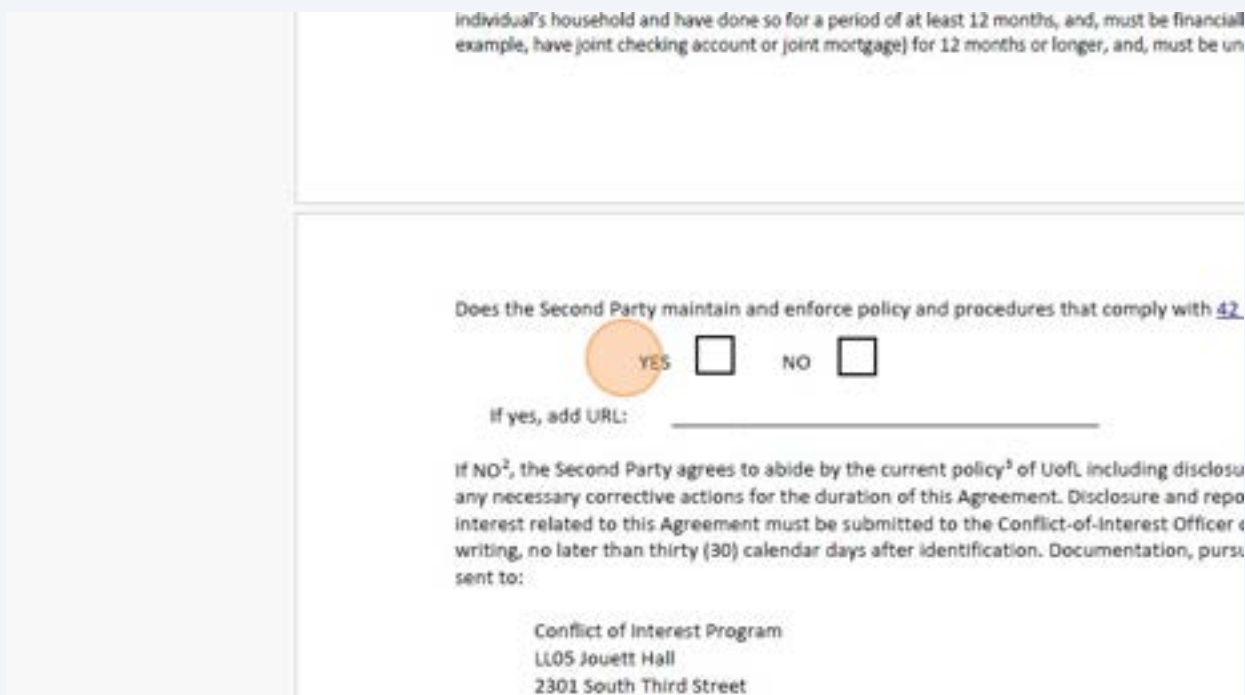
Does the Second Party maintain and enforce policy and procedures that comply with 42

YES NO

If yes, add URL: _____

If NO², the Second Party agrees to abide by the current policy³ of UofL including disclosure any necessary corrective actions for the duration of this Agreement. Disclosure and repo interest related to this Agreement must be submitted to the Conflict-of-Interest Officer in writing, no later than thirty (30) calendar days after identification. Documentation, pursuant to, sent to:

Conflict of Interest Program
LL05 Jouett Hall
2301 South Third Street



16 Check one box as appropriate.

LL05 Jouett Hall
2301 South Third Street
University of Louisville
Louisville, KY 40292

10. **COMPLIANCE AND CHOICE OF LAW**

Second Party will comply with all applicable law, regulation, and University of Louisville Policy. 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 based on this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

11. **SUPPLIER CERTIFICATION**

Are any federal funds⁸ being used for this project? YES NO

If YES, please have the attached Supplier Certification completed. If YES, the Supplier Certification provisions are incorporated.

12. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Second Party agrees that any and all inventions, improvements, modifications, discoveries, information, data, and materials (hereinafter collectively "Intellectual Property") which are conceived, invented, authored, developed, and/or reduced to practice in the performance of this agreement, are the sole property of the First Party, and Second Party agrees to assign and does hereby assign to First Party all rights, title, and interest in such Intellectual Property. Intellectual Property for which a copyright could be registered, including but not limited to software, computer programs, databases, web pages and



17 Check one box as appropriate. If 'YES' is selected, Second Party must initial line and a Business Associate Agreement (BAA) must be completed with the consultant. Procurement Services can assist with this process if needed.

authority of competent jurisdiction.

Receiving party shall notify disclosing party promptly of making a determination that any Confidential Information falls within subcategory (i), (ii), (iii), (v), or (vi) above and will cooperate with the disclosing party's effort to contest or limit the scope of any disclosure required by subsection (vi).

No license, express or implied, in Confidential Information provided by the disclosing party is granted to receiving party other than to the extent authorized by this Agreement.

- b. **Protected Health Information:** Protected health information⁹ (PHI) is not intended to be shared under this Agreement unless a Business Associate Agreement (BAA) is executed as part of this Agreement. Second Party agrees that it will not receive or share protected health information under this Agreement box below is checked, and the Second Party has executed a BAA acceptable to the First Party.

PHI may be shared: YES NO

Check if applicable, and if so, initial here: _____ [Second Party initial].

As protected health information may be shared, the Second Party agrees either to (1) execute a BAA⁸ acceptable to First Party before receiving any PHI or (2) operate under a plan approved by the First Party's Privacy Committee receiving only fully deidentified health information.

⁸ See <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-identification/guidance.html#protected>

⁹ See <http://louisville.edu/privacy/business-associates> for a copy of First Party's BAA

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Send completed document to Procurement Services for review **PRIOR** to obtaining any signatures. If signatures are obtained prior to Procurement Services review and edits are needed, new signatures will need to be requested.

19

After Procurement Services review, obtain Department Chair / Head signature. All lines in this section must be completed or Procurement Services will return document.

RECOMMENDED BY:
*Signature confirms that funds are available to cover the cost of these services.

Chair / Dept. Head Signature

Print Name

Date

20

Obtain Second Party signature. All lines in this section must be completed or Procurement Services will return document.

The screenshot shows a form with two main sections for signatures. The 'FIRST PARTY' section on the right includes lines for 'Athletic Director', 'Print Name', and 'Date'. The 'SECOND PARTY' section on the right includes lines for 'Authorized Representative Signature', 'Print Name', 'Title', and 'Date'. On the left, there are lines for 'i / Dept. Head Signature' and 't Name'. A section titled 'VIEWED AS TO FORM AND LEGALITY:' is also present on the left. An orange circle highlights the 'SECOND PARTY' header. At the bottom, a taskbar with various application icons is visible.

21

Enter department unit name and contact information.

The screenshot shows a form with a 'RECOMMENDED BY:' section and a table for department contact information. The 'RECOMMENDED BY:' section includes lines for 'Date', 'Director, Procurement Services or Authorized Representative', and 'Date'. To the right, there are lines for 'Title', 'Date', and 'Email', along with a note: 'NOTE: No service fully executed ag'. The table at the bottom has four rows: 'Department Name', 'Department Contact', 'Department Phone', and 'Contact Email'. An orange circle highlights the 'Department Contact' field. At the bottom, a taskbar with various application icons is visible.

22

Return PSC document to Procurement Services after obtaining Second Party signature. Procurement Services will obtain remaining signatures and finalize document.

How to Complete Athletic Association PSC Amendment / Extension Form

1 Enter name and address of consultant individual or firm.

UNIVERSITY OF LOUISVILLE
LOUISV

UNIVERSITY OF LOUISVILLE ATH
NOTICE OF AMENDMENT/EXTENSION TC

Name and Address of Individual or Firm:

Personal Services Contract # _____ dated _____
Inc. is being amended/extended as follows:

AMENDMENT:

2 Enter current date and department unit contact information.

Find text or tools 

UNIVERSITY OF LOUISVILLE.

UNIVERSITY OF LOUISVILLE ATHLETIC ASSOCIATION, INC.
NOTICE OF AMENDMENT/EXTENSION TO PERSONAL SERVICES CONTRACT

Individual or Firm:

_____	Date	_____
_____	Department Name	_____
_____	Department Contact	_____
	Department Phone	_____
	Contact Email	_____

Contract # _____ dated _____, between you and University of Louisville Athletic Association, extended as follows:

:

3 Enter PSC # that change is being requested for.

UNIVERSITY OF LOUISVILLE.

UNIVERSITY OF LOUISVILLE ATHLETIC ASSOCIATION, INC.
NOTICE OF AMENDMENT/EXTENSION TO PERSONAL SERVICES CONTRACT

Name and Address of Individual or Firm:

_____	Date	_____
_____	Department Name	_____
_____	Department Contact	_____
	Department Phone	_____
	Contact Email	_____

Personal Services Contract # _____ dated _____, between you and University of Louisville Athletic Association, Inc. is being amended/extended as follows:

AMENDMENT:

EXTENSION: If contract is to be extended beyond the original expiration date, please indicate new extended beyond the current biennium.

FROM: _____ TO: _____

4 Enter original date of PSC. If unknown, Procurement Services can fill in.

UNIVERSITY OF LOUISVILLE.

UNIVERSITY OF LOUISVILLE ATHLETIC ASSOCIATION, INC.
NOTICE OF AMENDMENT/EXTENSION TO PERSONAL SERVICES CONTRACT

Name and Address of Individual or Firm:

Date	_____
Department Name	_____
Department Contact	_____
Department Phone	_____
Contact Email	_____

Personal Services Contract # _____ dated _____, between you and University of Louisville Athletic Association, Inc. is being amended/extended as follows:

AMENDMENT:

EXTENSION: If contract is to be extended beyond the original expiration date, please indicate new period below. NOTE: Contract cannot be extended beyond the current biennium.

FROM: _____ TO: _____

5 If amending, check box and enter details regarding what information needs to be added / changed on the PSC.

UNIVERSITY OF LOUISVILLE AT
NOTICE OF AMENDMENT/EXTENSION TO PERSONAL SERVICES CONTRACT

Name and Address of Individual or Firm:

Personal Services Contract # _____ dated _____, between you and University of Louisville Athletic Association, Inc. is being amended/extended as follows:

AMENDMENT:

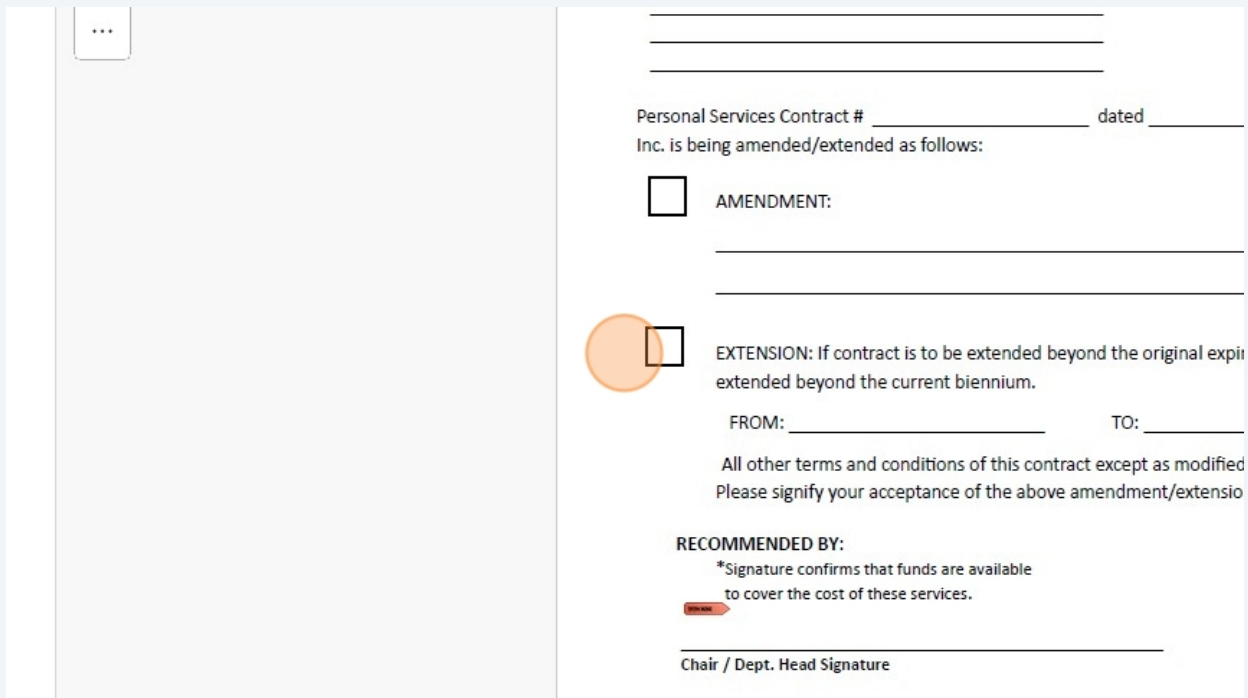
EXTENSION: If contract is to be extended beyond the original expiration date, please indicate new period below. NOTE: Contract cannot be extended beyond the current biennium.

FROM: _____ TO: _____

All other terms and conditions of this contract except as modified by this amendment/extension shall remain in full force and effect. Please signify your acceptance of the above amendment/extension by signing and returning this form to the Procurement Services Office.

RECOMMENDED BY: _____

6 If extending, check box and enter requested dates to extend.



...

Personal Services Contract # _____ dated _____
Inc. is being amended/extended as follows:

AMENDMENT:

EXTENSION: If contract is to be extended beyond the original expi
extended beyond the current biennium.

FROM: _____ TO: _____

All other terms and conditions of this contract except as modified
Please signify your acceptance of the above amendment/extensio

RECOMMENDED BY:
*Signature confirms that funds are available
to cover the cost of these services.

Chair / Dept. Head Signature

7 If amending and extending, check both boxes and enter information as described above.

8

Obtain Department Chair / Head signature. All lines in this section must be completed or Procurement Services will return.

AMENDMENT:

EXTENSION: If contract is to be extended beyond the original expiration date, this contract may be extended beyond the current biennium.

FROM: _____ TO: _____

All other terms and conditions of this contract except as modified herein remain the same. Please signify your acceptance of the above amendment/extension to the contract by affixing your signature in the space provided below.

RECOMMENDED BY:
 *Signature confirms that funds are available to cover the cost of these services.

Chair / Dept. Head Signature

Print Name

Date

9

Obtain Second Party (consultant) signature. All lines in this section must be completed or Procurement Services will return.

All other terms and conditions of this contract except as modified herein remain the same. Please signify your acceptance of the above amendment/extension to the contract by affixing your signature in the space provided below.

RECOMMENDED BY:
 *Signature confirms that funds are available to cover the cost of these services.

Chair / Dept. Head Signature

Print Name

Date

UNIVERSITY OF LOUISVILLE ATHLETIC ASSOCIATION:

Athletic Director Signature

Print Name

Date

REVIEWED AS TO FORM AND LEGALITY:

Attorney, University of Louisville

Print Name

SECOND PARTY:

Authorized Representative Signature

Print Name

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Send completed and signed document to Procurement Services. Procurement Services will obtain remaining signatures and finalize document.