

How to complete State PSC Template

1 Enter name of consultant or firm.

Encur
Contra: (date of Legislati Commis
Contra:

PROCUREMENT SERVICES
STATE CONTRACT FOR PERSONAL SERVICES

THIS CONTRACT is made and entered into this _____ da
between the University of Louisville, hereinafter referred to as the "Fi

_____ at _____
(Name of Individual or Firm) (Street Adc

_____, hereinafter referred to as the "Seco
(Social Security# or FEIN)

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

University of Louisville Employee: YES NO

If yes, name individual: _____

2 Enter address of consultant or firm.

PROCUREMENT SERVICES STATE CONTRACT FOR PERSONAL SERVICES	Encumbrance Amount	\$
	Contract Effective Date (date of delivery to the Legislative Research Commission)	
	Contract Expiration Date	

THIS CONTRACT is made and entered into this _____ day of _____, 20_____, by and between the University of Louisville, 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: _____

3 Enter consultant social security number or Federal Employer ID Number.

PROCUREMENT SERVICES STATE CONTRACT FOR PERSONAL SERVICES	(date of Legislat Commis Contr)	

THIS CONTRACT is made and entered into this _____ da between the University of Louisville, hereinafter referred to as the "Fi

_____ at _____
(Name of Individual or Firm) (Street Ad

_____ hereinafter referred to as the "Secor
(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: _____

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

4 Check one box as appropriate.

THIS CONTRACT IS made and entered into this _____ day of _____, 20____, by and between the University of Louisville, 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 If consultant is employed by the University or affiliate, enter consultant name.

between the University of Louisville, hereinafter referred to as the "First Party", and

_____ at _____
(Name of Individual or Firm) (Street Address) (City/State/Z

_____, 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 employe University of Louisville or any affiliate.

University of Louisville Employee: YES NO

If yes, name individual: _____

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 relat conflicts of interest of public officers and employees.

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

6 Enter brief description of services to be provided.

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 conflicts of interest of public officers and employees.

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

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

WHEREAS, the Second Party is available and would be qualified

performance of the following described functions(s) [1]

7 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.

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) applicable current ADA Standards for Accessible Design, WCAG 2.1, Section 255 of the Communications Act, as amended (29 U.S.C. 794), Section 255 of the Communications Act, .

2. CONSIDERATION:

8

Enter total Fee. This amount is what the consultant will charge for their services.

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, fr 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 infor



9

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.

2. **CONSIDERATION:**

a. **FEE:**

As fee for the services hereinbefore set forth, having been performed 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 h payment, amount to be paid for specific services rendered or mileston

The Second Party's invoice(s) for fee shall be signed and shall include r



10

Enter all details that must be included on the invoice submitted by the consultant.

Party agrees to pay the Second Party:

A sum not to exceed \$ _____

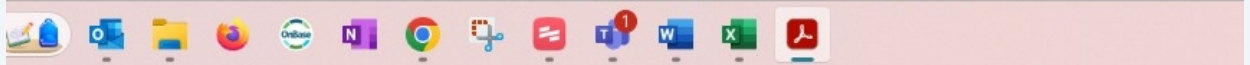
To be paid in the following manner or on the following terms: (State h
payment, amount to be paid for specific services rendered or mileston
| _____

The Second Party's invoice(s) for fee shall be signed and shall include r

The Second Party shall maintain supporting documents to substantiate
by the First Party.

The First Party payment terms are Net 30 days upon receipt of invoice

b. TRAVEL EXPENSES, if authorized herein.



11

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's invoice(s) for fee shall be signed and shall include not less than the following info


The Second Party shall maintain supporting documents to substantiate invoices and shall furnish sa
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 he
paragraph as follows:

Maximum amount allowed: \$ _____

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



12

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

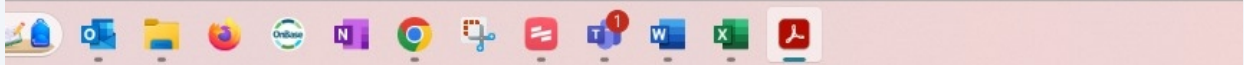
The Second Party shall maintain supporting documents to substantiate by the First Party.

The First Party payment terms are Net 30 days upon receipt of invoice,

b. **TRAVEL EXPENSES**, if authorized herein.
The Second Party shall be paid for no travel expenses unless and except paragraph as follows:

Maximum amount allowed: \$ _____

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




13

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.

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 Request for payment of the same shall be processed upon receipt of the Second Party of valid, itemized 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.



14

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

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 (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,



15

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

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 filed by documentation of the need for such service and by documentation perform such service or that it is not feasible for state personnel to per

b. **DATES WORK IS TO BE PERFORMED:**

The period within the current fiscal year in which the services are to be

_____, 20____, to _____, 20____.
(Month & Day) (Month & Day)

Month & Day



16

A response to the question is required if either box in sections 11 and 12 are marked Yes. Can remain blank if not using federal funds or sponsored projects funds to pay for this project.

Agreement. The undersigned's authorized signatory for the Second Party further swears neither he/she/they nor the Second Party which he/she/they represent(s), has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and that the award of this Agreement to the Second Party which he/she/they represents will not violate any provisions of the campaign finance laws of the Commonwealth of Kentucky.

Conflicts Policy: This section is applicable and needs to be completed if some funding comes from federal funds or sponsored projects (if Yes to either question in item 11 below).

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 and reporting any necessary corrective actions for the duration of this Agreement. Disclosure and reporting of conflict of 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 the policy, must be sent to:

Conflict of Interest Program



17

If 'YES' is selected, enter URL.

Agreement. The undersigned's authorized signatory for the Second Party further swears neither he/she/they nor the Second Party which he/she/they represent(s), has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and that the award of this Agreement to the Second Party which he/she/they represents will not violate any provisions of the campaign finance laws of the Commonwealth of Kentucky.

Conflicts Policy: This section is applicable and needs to be completed if some funding comes from federal funds or sponsored projects (if Yes to either question in item 11 below).

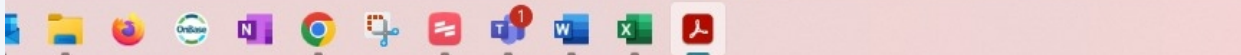
Does the Second Party maintain and enforce policy and procedures that comply with [42](#)

YES NO

If yes, add URL: _____

If NO², the Second Party agrees to abide by the current policy³ of UofL including disclosure and reporting any necessary corrective actions for the duration of this Agreement. Disclosure and reporting of conflict of 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 the policy, must be sent to:

Conflict of Interest Program



18 Check box as appropriate.

sent to:

Conflict of Interest Program
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 funds⁴ being used for this project? YES NO

If YES, note that the Supplier Certification contains multiple provisions that are applicable when the funding source is federal.

Are funds from a sponsored project⁵ being used for this project? YES NO

12. **OWNERSHIP OF INTELLECTUAL PROPERTY**
Second Party agrees that any and all inventions, improvements, modifications, discoveries, information, data, and materials



19 Check box as appropriate.

sent to:

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

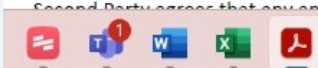
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1. **SUPPLIER CERTIFICATION**
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Are funds from a sponsored project⁵ being used for this project? YES NO

2. **OWNERSHIP OF INTELLECTUAL PROPERTY**
Second Party agrees that any and all inventions, improvements, modifications, discoveries, information, data, and materials



20 Check box as appropriate.

d. Protected Health Information: Protected health information⁶ (PHI) is not intended to be shared under this Agreement unless a Business Associate Agreement (BAA) is executed as part of this Agreement.

⁶ See <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-identification/guidance.html#protected>
Page 7 of


Second Party agrees that it will not receive or share protected health information under this Agreement unless the 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 BAA⁷ to First Party before receiving any PHI or (2) operate under a plan approved by the First Party's Privacy Office receiving only fully deidentified health information.

c. Personal Information: To the extent Second Party receives Personal Information⁸ as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act



21 If 'YES' Second Party must initial here.

d. Protected Health Information: Protected health information⁶ (PHI) is not intended to be shared under this Agreement unless a Business Associate Agreement (BAA) is executed as part of this Agreement.

⁶ See <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-identification/guidance.html#protected>
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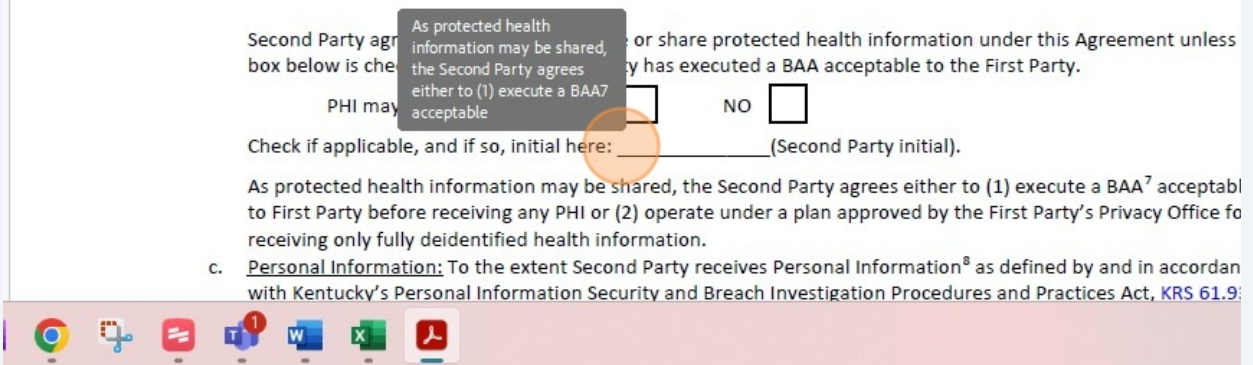
Second Party agrees that it will not receive or share protected health information under this Agreement unless the box below is checked, and the Second Party has executed a BAA acceptable to the First Party.

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 BAA⁷ acceptable to First Party before receiving any PHI or (2) operate under a plan approved by the First Party's Privacy Office for receiving only fully deidentified health information.

c. Personal Information: To the extent Second Party receives Personal Information⁸ as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, [KRS 61.9](#):





22

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.*

23

Department Chair / Department Head to sign here. Must be signed, name printed, and dated or will be returned.

	<p>RECOMMENDED BY: *Signature confirms that funds are available to cover the cost of these services.</p> <p> _____ Chair / Dept. Head Signature</p> <p>_____ Print Name</p> <p>_____ Date</p> <p>REVIEWED AS TO FORM AND LEGALITY:  _____ Attorney, University of Louisville</p>

24

Second Party (consultant) to sign here. Must be signed, name printed, and dated or will be returned.

RECOMMENDED BY:

Signature confirms that funds are available to cover the cost of these services.

Signature

Chair / Dept. Head Signature

Print Name

Date

UNIVERSITY OF LOUISVILLE

FIRST PARTY:

Signature

Chief Financial Officer or Designee Signature

Print Name

Date

REVIEWED AS TO FORM AND LEGALITY:

Signature

Attorney, University of Louisville

Print Name

Date

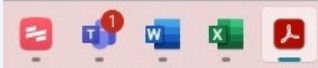
SECOND PARTY:

Signature

Authorized Representative Signature

Print Name

Date



25

Enter department name, contact, email and phone.

Signature

Director, Procurement Services or Authorized Representative

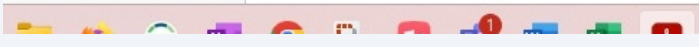
Print Name

Date

Email

NOTE: Second Party may not have been received by the Le...

Department Name	
Department Contact	
Department Name	
Department Contact Phone	



26

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

How to complete State Amendment/Extension Form

1 Enter name and address if individual consultant or firm.

The image shows a screenshot of a form titled "UNIVERSIT LOUISVI STATE NOTICE OF AMENDMENT/EXTENSION TO". The form includes a section for "Name and Address of Individual or Firm:" with three horizontal lines for input. An orange circle highlights the first line, and a grey tooltip box with the text "Name and Address of Individual or Firm [1]" points to it. Below this section, there is a field for "Personal Services Contract # _____ dated _____" and a statement "Foundation, Inc. is being amended/extended as follows:". Two checkboxes are visible: the first is labeled "AMENDMENT:" and has two horizontal lines below it; the second is partially visible and labeled "EXTENSION:". The University of Louisville logo is in the top right corner.

2 Enter date, department unit name, contact, phone, and email.

UNIVERSITY OF LOUISVILLE.

STATE

NOTICE OF AMENDMENT/EXTENSION TO PERSONAL SERVICES CONTRACT

Individual or Firm:

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

_____ dated _____, between you and University of Louisville Research
Contract # _____ amended/extended as follows:

3 Enter PSC # that needs to be amended.

UNIVERSITY OF LOUISVILLE.

STATE

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 Uni
Contract # _____ 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: _____

All other terms and conditions of this contract except as modified herein remain the same.

4

Enter date of original PSC approval. Procurement Services can enter this information if needed.

UNIVERSITY OF LOUISVILLE.

STATE

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 Research Foundation, 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 can be extended beyond the current biennium.

FROM: _____ TO: _____

5

Check box if amended current contract. Enter description of changes required on lines in this section.

STA

NOTICE OF AMENDMENT/EXTENSION

Name and Address of Individual or Firm:

Personal Services Contract # _____ dated _____
Foundation, 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 can 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

Check box if extending expiration date of current contract. NOTE: end dates cannot exceed Biennium period.

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

AMENDMENT:

EXTENSION: If contract is to be extended beyond the original expiration date, the contract shall be extended beyond the current biennium.
FROM: _____ TO: _____

All other terms and conditions of this contract except as modified herein shall remain in full force and effect.
Please signify your acceptance of the above amendment/extension by signing below.

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

Chair / Dept. Head Signature

7

If Amending and Extending Dates on contract, check both boxes and complete information as appropriate.

8

Department Chair / Head to sign, print name and date. All fields must be completed or document will be returned by Procurement Services.

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

FROM: _____ TO: _____

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

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

Chair / Dept. Head Signature

Print Name

Date

REVIEWED AS TO FORM AND LEGALITY:

9

Department unit to obtain Second Party (consultant) signature. All fields 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

REVIEWED AS TO FORM AND LEGALITY:

Attorney, University of Louisville

Print Name

Date

RECOMMENDED BY:

Director, Procurement Services or Authorized Representative

**UNIVERSITY OF LOUISVILLE
FIRST PARTY:**

Chief Financial Officer or Designee Signature

Print Name

Date

SECOND PARTY:

Authorized Representative Signature

Print Name

Title

Email

10

Forward signed document to Procurement Services. Procurement Services will obtain remaining signatures and finalize contract.