



**Office of Management and Budget  
Division of Purchasing  
Non-Competitive Contract Request Form**

Department	Public Health and Wellness	Department Contact	T Gonzales
Contact Email	T.Gonzales@louisvilleky.gov	Contact Phone	502-574-6682

Contract Type: check one	<b>New</b>	<b>Amendment</b>		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)				
	<b>Start</b>	<b>End</b>		
Requested Contract Dates (MM/DD/YYYY)	07/01/2021	06/30/2022		

**VENDOR INFORMATION**

Vendor Legal Name	Deborah Payne				
DBA	N/A				
Point of Contact	Self	Email	deborah.payne@louisvilleky.gov		
Street	252 S. Hite Ave				
Suite/Floor/Apt		Phone			
City	Louisville	State	Ky	Zip Code	40206
Federal Tax ID#		SSN# (If sole proprietor)			
Louisville Revenue Commission Account #					
<a href="#">Human Relations Commission Certified Vendors</a>	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable		✓			

**FINANCIAL INFORMATION**

Not to Exceed Contract Amount	<b>\$60,000</b>	(including reimbursement expenses, if applicable)			
Fund Source: General Fund	✓				
Federal Grant	✓	Federal Granting Agency	American Rescue Plan		
Other		Describe:			
Account Code String #	1101	605	4126	411590	521301
Payment Rate	\$35.00	per hour		per day	per service
		per month		Other	Total
Payment Frequency		Monthly		Upon Completion / Delivery	
		Quarterly		Other	Per invoice



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CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

Ms. Payne's two main objectives will be to expand capacity and demand for health impact assessments (HIA). Capacity building will be facilitated through internal trainings to increase the number of staff who can contribute to HIA production. Increasing demand for HIAs will occur through implementation of a formal HIA intake process, which Ms. Payne will coordinate. Other roles and responsibilities related to HIAs, and in support of the Department's aim to ensure health outcomes and health inequities are considered in decision making, will be assigned as well.

Since March 2020, Ms. Payne has also been providing planning, research and policy analysis to support the COVID-19 response and we anticipate that this will continue.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

Ms. Payne brings eight years of experience managing HIAs. Applying these skills in the health department setting will allow the Department to identify potential health effects related to proposed policies, programs, plans, or projects, and the ability to identify appropriate actions to manage those effects. A dedicated HIA contractor will also allow the Department to devote consistent and complete attention to increasing awareness and use of HIAs, which would not be possible otherwise, and is in direct alignment with the goal twelve of the Department's strategic plan to build a better public health environment with lawmakers through collaboration and education by 2021.

Ms. Payne is the only professional in the area we can find with experience managing HIAs. She has worked with us before under the small purchase policy which was a very successful endeavor.

Additionally, while the COVID response and vaccination continues to be a priority for LMPHW and our staff are stretched to capacity, having Ms. Payne be able to continue seamless support in the capacity she has been working in for policy, planning and research will be critical to an ongoing response.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director Connie Mendel Date June 22, 2021
Signature Connie Mendel

Purchasing Director Joel Neaveill Date 7/19/2021
Printed Name DocuSigned by:
5B1E008FB3A42D...

Joel Neaveill

# Deborah Claire Payne, MPH

252 S. Hite Ave. Louisville, KY 40206 [Deborah.Payne@louisvilleky.gov](mailto:Deborah.Payne@louisvilleky.gov) (859)353-7577

## EDUCATION

- Master of Public Health, University of Kentucky School of Public Health. Emphasis in Environmental and Occupational Health. (May 2006)
- B.A. in Biology, with a minor in Sustainability and Environmental Studies (SENS). Berea College, Berea, Kentucky. cum laud (May 2002)

## PERSONAL STATEMENT

With over 18 years of work in public health education, research, and advocacy, my focus remains centered on community engaged solutions. Serving both locally and internationally, my work has addressed local, state, and national public health policy, equitable access to public health resources, addressing the strong relationship between one's environment and their health, access to safe water, hygiene and sanitation, and gender equity.

## EXPERIENCE

- Health Impact Assessment Analyst/ IMT COVID-19 Response Planning Team. Louisville Metro Department of Public Health and Wellness, Center For Health Equity. Louisville, KY.
- HIA work: Assess state and local health policies through implementation of Health Impact Assessment with an emphasis on health equity. (2018-present) <https://louisvilleky.gov/government/health-wellness>
- IMT work: Develop plans in response to pandemic concerns across Jefferson County. Work with community partners to identify strategies for increasing vaccine acceptance as well as ways to reduce disparities in health.
- Director of Health Education. MedWater. Louisville, KY/ Tena, Ecuador/ Katosi, Uganda. Develop and implement WASH curriculum, building equitable capacity for the reduction of water based diseases. Promote gender equity in health programming. Manage site development for installation of water treatment systems and latrine construction. (2014-present). [www.medwater.org](http://www.medwater.org)

- Health Coordinator. Kentucky Environmental Foundation, Berea, KY. Coordinate environmental health advocacy relating to energy, air, water, and climate concerns. Engage health professionals and citizens to work toward positive clean energy policies. Lead on two Health Impact Assessments addressing impacts of energy industries on health. (2010-2017) [www.kyenvironmentalfoundation.org](http://www.kyenvironmentalfoundation.org)
- Public Health Officer. Katosi Women Development Trust, Uganda. Served as a U.S. Peace Corps volunteer, facilitating water and sanitation programming including community and school based hygiene and sanitation education, the construction of bio-sand water filters, development of school health clubs and soap production for income generation and hand washing promotion. (May 2007-2009) [www.kwdt.org](http://www.kwdt.org)
- Research Consultant. Mountain Association for Community Economic Development (MACED) Berea, KY. Collected data through interviews with Eastern Kentucky child care facility directors to determine financial viability and sustainability in an economically depressed region. (Oct. 2006-Jan. 2007).
- Human Resource Consultant. MACED, Berea, KY. Assisted with the hiring process for organization's open positions. Created job descriptions, coordinated job posting sites, managed applications and set up interviews. (Aug. 2006-Oct. 2006)
- Head Resident. Educational Talent Search, Berea College, Berea KY. Taught classes centered on personal development and steps to achieve educational goals. Served as Head Resident for students attending camp. ETS is focused on supporting students that are either the first in their family to attend college or do not have financial means to afford higher education. (Jun.-Jul. 2005)
- Collegium. Berea College, Berea KY. Directed staffs, managed budgets and created programming for residence halls based on diversity, education, social issues, and the environment. Carried out mediations and counseling for conflicts within the residence hall communities. (Oct. 2003-Jun. 2004)
- Construction Intern. Habitat for Humanity, Madison County, KY. Assisted with construction of homes with low-income families in the surrounding region. Served as crew leader for part time volunteer groups. (Jun.-Aug. 2000)
- Student Service Chaplain. Campus Ministries, Berea College. Acted as liaison between Students for Appalachia, a service organization, and Campus Ministries, promoting student involvement in volunteer service with programs such as Habitat for Humanity, Hunger Hurts food drive, mentoring programs, and People Who Care. ( Fall 1999-Spring 2002)

## **PUBLICATIONS and REPORTS**

- "Health Impact Assessment of Kentucky's Child Care Assistance Program." For Louisville Metro Department of Public Health and Wellness (February 2021)
- "Health Impact Assessment of Kentucky's Expungement Policy." For Louisville Metro Department of Public Health and Wellness (February 2020)
- "Health Impact Assessment of Kentucky Pregnant Workers." For Louisville Metro Department of Public Health and Wellness (March 2019)
- "Health Impact Assessment of the Shawnee Fossil Plant." For Kentucky Environmental Foundation (Oct. 2014)
- "Health Impact Assessment of Coal and Clean Energy Options in Kentucky." For Kentucky Environmental Foundation (Jan.2012)
- "Building rain water tanks and building skills: A case study of a women's organization in Uganda." *The Journal of Rural Society*, Australia (Dec. 2008)
- "Child Care in Appalachian Kentucky: Financial sustainability in a low-income market." ing Researcher. Prepared by MACED for Eastern KY Child Care Coalition, (Jan. 2008)

## **CONFERENCE PRESENTATIONS AND POSTERS**

- "Indigenous Kichwa women lead community water and sanitation management, Ecuador" World Water Week, Stockholm Sweden, (August 2017)
- "Health Impact Assessment of the Shawnee Fossil Plant." American Public Health Association annual meeting (November, 2014)
- "Use of Health Impact Assessment to enhance NEPA and EIA." Appalachian Public Interest Environmental Law Conference (October, 2014)
- "Environmental Justice and Health in Kentucky." Kentucky Public Health Association. (April, 2013)
- "Health Impacts of Coal and Clean Energy Options in Kentucky" Presentation for Inaugural National Health Impact Assessment Meeting, (April, 2012)
- "Health Impacts of Coal and Clean Energy Options in Kentucky." Presentation for Appalachian Studies Association Annual Conference, (March, 2011)
- "Sustainable Behavior Change in Water and Sanitation Practices: Engaging Women's Groups in rural Uganda." Poster presented at the World Water Week, Stockholm, Sweden, (Aug. 2008)

## **RESEARCH**

- Capstone Research. Environmental Research and Training Laboratory, University of Kentucky. Analyzed metal concentrations in sediments of Crum Reservoir, Martin Co, KY related to potential slurry spill. Determined associated health risk. (Sept. 2005-2006)
- Research Assistant. Australian Biological Control Laboratories, Brisbane Australia. USDA funded research of biological control agents for *Melaleuca quinquenervia*, invasive in the Florida Everglades. (Jun.-Aug. 2001)

## **CERTIFICATION**

- Certificate in Well Pump Repair, WaterStep (2017)
- UNDP Certificate in Gender Mainstreaming and Integrated Water Resource Management (2016)
- Graduate Certificate in Environmental Systems, University of Kentucky (2006)
- Equip International Appropriate Technologies institute, Marion, North Carolina, Biosand filter construction, well drilling (2006)

## **VOLUNTEER SERVICE**

- Service work in Cornwall, Jamaica. WASH and sustainable agriculture promotion. (2013)
- Trip Leader for Berea College class to Uganda covering Millennium Development Goals. (2012)
- WaterStep. Louisville, KY Lead in biosand water filter trainings. (2011)
- WaterStep Louisville, KY. Joined team on U.S.S. Comfort to provide WASH training for patients attending clinics in Port de Paix, Haiti. (2011) [www.waterstep.org](http://www.waterstep.org)

## **FOREIGN LANGUAGE TRAINING**

- Luganda: Uganda, Peace Corps language training (Mar.-May 2007)

- Spanish: Guatemala, Proyecto Linqustico Quetzalteco, Spanish Emersion School of Quetzaltenango (Sept.-Dec. 2002)

## **AWARDS**

- Kentucky Environmental Quality Commission Earth Day Award (2015)
- Community Service Award, University of Kentucky School of Public Health, (2006)
- E.R. Brann Good Citizenship Award, Berea College, (2002)

## AGREEMENT

**THIS PROFESSIONAL SERVICE CONTRACT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PUBLIC HEALTH AND WELLNESS** herein referred to as “**METRO GOVERNMENT**”, and **DEBORAH PAYNE**, with offices located at 252 South Hite Avenue, Louisville, Kentucky 40206,

### WITNESSETH:

**WHEREAS**, the Metro Government desires professional services with respect to expanding capacity and demand for Health Impact Assessments; and

**WHEREAS**, the Metro Government has determined that Consultant was the requisite experience and expertise to provide these services; and

**WHEREAS**, pursuant to K.R.S. 45A.380, the Metro Government has determined that competition is not feasible and that this Agreement is for the services of a professional

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

#### **I. SCOPE OF PROFESSIONAL SERVICES**

**A.** Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant’s work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

**B.** If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.



C. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

D. The services of Consultant shall include but not be limited to the following:

1. To expand capacity and demand for health impact assessments (HIA). Capacity building will be facilitated through internal trainings to increase the number of staff who can contribute to HIA production. Increasing demand for HIAs will occur through implementation of a formal HIA intake process, which Consultant shall coordinate. Other roles and responsibilities related to HIAs, and in support of the Department's aim to ensure health outcomes and health inequities are considered in decision making, will be assigned as well. Consultant shall continue to provide planning, research and policy analysis to support the COVID-19 response and we anticipate that this will continue.

## II. FEES AND COMPENSATION

A. The Metro Government shall pay Consultant for appropriately documented services rendered in accordance with Paragraph One (I) of this Agreement. The Metro Government shall reimburse Consultant at the rate of **THIRTY-FIVE DOLLARS (\$35.00)** per hour.

The total compensation paid pursuant to this Agreement shall not exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefore shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the

service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

**C.** Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

**D.** Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

**E.** Consultant agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. Consultant agrees that original invoices that are not in Metro Government possession by this time will not be paid and Consultant agrees to waive its right to compensation for services billed under such invoices.

### **III. DURATION**

**A.** This Agreement shall begin July 1, 2021 and shall continue through and including June 30, 2022.

**B.** This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also

be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**C.** In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

**IV. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

**V. RECORDS-AUDIT**

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this

Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

**VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**VII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

**VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

**IX. AUTHORITY**

The Consultant, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

**X. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or

other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of

employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

**XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

**XII. OCCUPATIONAL HEALTH AND SAFETY**

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property

where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

**XIII. SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**XIV. SEVERABILITY**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

**XV. COUNTERPARTS**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

**XVI. CALCULATION OF TIME** Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.



**XVII. CAPTIONS** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

**XVIII. MISCELLANEOUS** Consultant agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Consultant agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. Consultant shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and Consultant agrees to sign the Health Department Business Associate Agreement. Consultant further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Metro Government's Business Associate Agreement.

The Metro Government and Consultant agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Consultant nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Department of Public Health and Wellness without the express authorization of the Director of that Department or his designee.

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

**WITNESS** the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND  
LEGALITY CONTINGENT UPON  
METRO COUNCIL APPROVAL  
OF THE APPROPRIATION FOR  
THIS AGREEMENT:**

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

DocuSigned by:

*Paul Rutherford*

**MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY**

**Date:** 7/20/2021

DocuSigned by:

*Sarah Moyer*

**DR. SARAH S. MOYER, M.D., MPH  
DIRECTOR, DEPARTMENT FOR PUBLIC  
HEALTH AND WELLNESS**

**Date:** 7/27/2021

**DEBORAH PAYNE**

DocuSigned by:

*Deborah Payne*

**DEBORAH PAYNE**

**Date:** 7/20/2021

**Taxpayer Identification No.  
(TIN):** \_\_\_\_\_

**Louisville/Jefferson County  
Revenue Commission Account  
No.:** \_\_\_\_\_

**Health Department - PSC with Deborah Payne 01921.doc- [pr]**