

RESOLUTION NO. 070, SERIES 2015

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED RENEWAL PROFESSIONAL SERVICE CONTRACT - (UNIVERSITY MEDICAL CENTER, INC., D/B/A UNIVERSITY OF LOUISVILLE HOSPITAL/JAMES GRAHAM BROWN CANCER CENTER - \$46,000.00).

Sponsored By: Councilman David Tandy

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

POLICE

\$46,000.00 for a renewal Professional Service Contract with University Medical Center, Inc. d/b/a University of Louisville Hospital/James Graham Brown Cancer Center to provide a coordinator for the Sexual Assault Forensic Examiner program from July 1, 2015 through June 30, 2016.

SECTION II: This Resolution shall take effect upon its passage and approval.

H. Stephen Ott
H. Stephen Ott
Metro Council Clerk

David Tandy
David Tandy
President of the Council

Greg Fischer
Greg Fischer
Mayor

8/3/15
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: Sarah J. Martin

LOUISVILLE METRO COUNCIL
ADOPTED
July 30, 2015

CONTRACT DATA SHEET

PSC Type (check one): New Addendum Sole Source: Yes No

Contractor Information	
1.	Legal Name of Contractor: <u>University of Louisville Hospital, SANE</u>
2.	Address: <u>530 South Jackson Street</u>
3.	City, State, & Zip: <u>Louisville, KY 40202</u>
4.	Contact Person Name & Telephone Number: <u>Melissa Edlin 502 689-2744</u>
5.	LeAP Supplier #: _____
6.	Revenue Commission Taxpayer ID#: _____
7.	Federal Tax ID # (SSN if sole proprietor): _____

Department Information	
8.	Requesting Department: <u>LMPD Major Crimes Unit</u>
9.	Contact Person Name & Telephone: <u>Amy McTyeire 574-7421</u>

Contract Information	
10.	Not to exceed amount: \$ <u>46,000</u>
11.	Are expenses reimbursed? <u>No</u>
12.	If yes list allowable expenses and maximum amount reimbursable: <u>n/a</u>
13.	Beginning and ending date of the contract: <u>July 1, 2015- June 30, 2016</u>
14.	Coding: <u>1101</u> - <u>305</u> - <u>2564</u> - <u>256464</u> - <u>521301</u>
15.	Funding Source <u>GF</u> Federal Funds yes <input checked="" type="radio"/> no
16.	Scope & Purpose of the contract: <u>Services of a coordinator of the sexual assault nurse examiner (SANE) program.</u>

Attach all justification documentation to this form, along with signed Written Findings Form.

Authorizations	
Department Director: <u>[Signature]</u>	Date: <u>4/27/15</u>
Department certifies:	
<input checked="" type="checkbox"/> Funds are available	
<input checked="" type="checkbox"/> Contractor is registered and in good standing with the Revenue Commission	
<input checked="" type="checkbox"/> Human Relations Commission registration requirements have been met	
<input checked="" type="checkbox"/> Contractor's status regarding Federal Debarment has been verified per Metro Procurement Policy Section VII - Federally Funded Contracts & Agreements	
<u>[Signature]</u> Purchasing: Approval of Sole Source Designation	Date: <u>5/1/15</u>
_____ County Attorney:	Date: _____
The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the Instrument itself only and as to its form.	

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

 X C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 BLO 4/27/15
Requesting Department Director Date

**Mayor Date
****Signature is required only for Written Finding A**

 Mansueto 5/1/15
OMB/Purchasing Approval Date

MEMORANDUM

LOUISVILLE METRO POLICE DEPARTMENT

GREG FISCHER
MAYOR

STEVE CONRAD
CHIEF OF POLICE

20 April 2015

To: Daniel Frockt, Acting Chief Financial Officer
From: Ozzy Gibson, Deputy Police Chief
Subject: FY 2016 Professional Service Contracts

The following contracts need to be non-competitively negotiated.

RSL Enterprises, LLC \$52,000: The services of this consultant include financial investigation and analysis of the proceeds of illicit drug activity. The consultant is responsible for partnering LMPD with DEA to identify, document, and prosecute drug and money laundering organizations which includes seizing and forfeiting the revenues generated by domestic and international drug organizations. Mr. Leezer is a former LMPD narcotics detective who spent 10 years assigned to an asset forfeiture task force. He has a longstanding working relationship with the DEA and has extensive specialized training in the nuances and legalities of asset forfeiture.

University of Louisville Research Foundation/School of Medicine, Division of Forensic Medicine, Department of Pediatrics \$125,000: The purpose of this contract is for clinical forensic services in the area of pediatric forensic medicine. These forensic services deal specifically with cases of physical abuse perpetrated against children. The University of Louisville Research Foundation has forensic physicians from the Department of Pediatrics who have the experience, expertise and qualifications necessary to provide forensic examinations of these patients and pertinent medical records. U of L Pediatrics also agrees to provide 8 hours education about recognition of abuse and neglect to LMPD officers. The services for University of Louisville Research Foundation have been used since 2005 and have been beneficial in providing evidence for LMPD criminal cases.

University of Louisville Hospital (SANE) \$46,000: The purpose of this contract is to provide medical/forensic examinations to victims of sexual assaults. The evidence collected during this exam can be turned over to police for use in criminal investigations. A SANE nurse is a registered nurse trained in the forensic examination of victims of sexual assault and credentialed by Kentucky Board of Nursing who conducts the examination, collects and preserves evidence, and testifies in legal proceedings. The SANE nurse becomes an integral part of the multidisciplinary team investigating the survivors of sexual assault, and is knowledgeable in the nursing process, forensic nursing concepts, victims' issues, and legal responsibilities. LMPD has used this contract since 2003; the U of L SANE nurses are the only nurses in this area capable of providing this type of detailed service to the Sex Offense Unit in completion of their investigations.

MEMORANDUM

LOUISVILLE METRO POLICE DEPARTMENT

GREG FISCHER
MAYOR

STEVE CONRAD
CHIEF OF POLICE

University of Louisville Research Foundation: \$105,000: Studies by U of L will include a Vehicle STOPS Study, Citizen Satisfaction Survey and Domestic Violence Victim Resource Study. The University of Louisville Research Foundation will be conducting these studies including data collection, data entry, data conversion and analysis, as well as providing written reports and electronic copies.

Note on KRS 45A: It should also be noted that with the exception of Mr. Leezer all of the above listed contracts are for the services of licensed medical professionals, who are the only such professionals in the area that can provide the specific services LMPD requires for its law enforcement tasks. Because of this, I believe they are exempted from competitive negotiation by KRS 45A.380. This statute states that "a local public agency may contract or purchase through noncompetitive negotiation only when a written determination is made that competition is not feasible and it is further determined in writing by a designee of the local public agency that: (1) An emergency exists which will cause public harm as a result of the delay in competitive procedures; or (2) There is a single source within a reasonable geographical area of the product or service to be procured; or (3) The contract is for the services of a licensed professional, such as attorney, physician, psychiatrist, psychologist, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; or an artist such as a sculptor, aesthetic painter, or musician, provided, however, that this provision shall not apply to architects or engineers providing construction management services rather than professional architect or engineer services.

Professional Services Agreement
Sexual Assault Forensic Examiner Program
("SAFE")

THIS AGREEMENT is entered into effective the 1st day of July 2015, even though it may be executed at a later date, by and between University Medical Center, Inc., d/b/a University of Louisville Hospital/James Graham Brown Cancer Center, (hereinafter "Hospital"), and the Louisville/Jefferson County Metro Government, acting by and through its Louisville Metro Police Department, (hereinafter "LMPD").

WHEREAS, Hospital operates an acute care general hospital located in Louisville, Kentucky;

WHEREAS, Hospital and LMPD desire to provide the services of a Coordinator for the SAFE program;

NOW THEREFORE, the parties agree that for the mutual benefit of all parties concerned that this Agreement be facilitated as follows:

I HOSPITAL'S AGREEMENT

A. Hospital agrees to provide the services of a Coordinator for Sexual Assault Forensic Examiner Services (hereinafter "SAFE Services") that shall be acceptable to all parties. For the purpose of this Agreement, the employee remains an employee of the Hospital.

B. The Hospital shall provide the services of the Coordinator of SAFE Services for the period beginning July 1, 2015, and ending at midnight June 30, 2016, unless otherwise terminated as provided therein.

C. It is understood and agreed that this is a continuation of the former agreement with the Mayor of the City of Louisville, signed September 15, 2014.

D. To the extent required by the laws and regulations governing the operations of Hospitals, Hospital retains professional and administrative responsibility for the services provided hereunder. To carry out this duty, the Hospital's Administrative Director of Emergency and Trauma Services will provide daily administrative and clinical oversight of the SAFE Coordinator.

E. The Hospital shall provide the services of the SAFE Coordinator in accordance with the attached (Exhibit A) Job Description.

F. All parties agree that SAFE Coordinator shall provide services that support this Agreement including, but not limited to:

- 1) Coordinating and staffing activities for SAFE;
- 2) Providing direct patient care as an SAFE examiner;

- 3) Recruiting and retaining SAFE certified staff;
- 4) Participating in Speakers Bureau to internal and external education programs;
- 5) Attending court hearings and working collaborative with LMPD;
- 6) Working in a clinical capacity to maintain his/her clinical competency;
- 7) Developing quality assurance and operation improvement programs; and

G. It is understood by the parties that during the term of this Agreement the Hospital will also employ all nurse examiners in SAFE Services as employees of the Hospital. The Hospital will be responsible for providing the daily administrative and clinical oversight of the nurse examiners.

H. Nothing in this Agreement shall relieve Hospital from liability proximately caused by employees of Hospital in the normal course of their duties.

I. Hospital agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in the interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the Hospital's (or Hospital'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 or destruction of property, including the loss of use resulting therefrom, or from negligent acts, or error or omissions and (2) not caused by the negligent act or omission 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.

J. Insurance Requirements: Insurance coverage shall be required of Hospital in accordance with Exhibit B attached hereto.

II LMPD'S AGREEMENT

A. LMPD's shall reimburse Hospital forty thousand dollars (\$40,000) for the SAFE Services Coordinator position described immediately. This reimbursement shall be invoiced on a monthly basis.

C. LMPD agrees to provide funding to Hospital for S.A.F.E. related certification training of nursing staff. LMPD has agreed to pledge to Hospital for this certification training an amount not to exceed \$6000.00. LMPD shall reimburse no other expenses of Hospital under this Agreement.

D. Total compensation payable under this Agreement shall not exceed Forty Six Thousand Dollars (\$46,000.00).

III. COMPENSATION

A. Hospital shall provide salary and benefits in accordance with the Hospital's Human Resources wage and salary practices. The position will be graded at a level that is consistent with similar roles within the hospital. Salary and benefits shall be paid in accordance with the policies and procedures of Hospital's Human Resources and Payroll Department and will be based on the candidate's years of experience.

B. LMPD agrees to reimburse Hospital for a portion of the full-time equivalent Coordinator position, in the amount of \$40,000.00 per year, which includes benefits. For the purposes of this paragraph, "full-time equivalent position" means an individual who devotes at least 2080 hours per year in the performance of duties required for the position. In the event that the Coordinator takes an unpaid leave of absence, LMPD shall not be responsible for reimbursement of salary during the unpaid leave.

C. LMPD shall reimburse Hospital for SAFE training/certification of nurses during the term of this Agreement up to Five Thousand (\$6000.00) dollars when presented with an invoice for such training/certification.

D. Hospital shall invoice LMPD on the first of each month. Invoices shall be mailed to the Louisville Metro Police Department, LMPD Finance, 633 West Jefferson Street, Louisville, Kentucky 40202.

E. LMPD shall reimburse Hospital by the fifteenth of the month in which it receives the invoice.

IV Term and Termination

A. This Agreement is for a one-time commitment and shall remain in effect for a period beginning July 1, 2015 and ending at midnight June 30, 2016, unless otherwise terminated as provided herein.

B. This Agreement may be continued upon agreement of all parties.

C. Any party to this Agreement may terminate this Agreement without cause by giving thirty (30) days' written notice to the other parties. 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 Hospital of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has been made.

V Miscellaneous

A. The validity or enforce ability of any provision of this Agreement will not effect the validity or enforce ability of any other provisions herein.

B. With respect to the subject of this Agreement, this contract contains the obligation of both parties. There are no other obligations or agreements, written or verbal, except those expressly stated herein.

C. All consents or other communications which either party is required or may desire to give the other under this Agreement shall be in writing and shall be given by personal delivery or by deposit, postage prepaid, in the United States mail, certified or registered mail, return receipt requested, addressed to the parties at their respective address set forth below.

Hospital: Administrative Director,
Emergency and Trauma Services
University Medical Center, Inc.
d/b/a University of Louisville Hospital/
James Graham Brown Cancer Center
530 South Jackson Street
Louisville, Kentucky 40202

LMPD: Steve Conrad, Chief
Louisville Metro Police Department
633 West Jefferson Street
Louisville, Kentucky 40202

Mayor: Greg Fischer
Louisville Metro Mayor
601 West Jefferson
Louisville, Kentucky 40201

Either party may change its address to which notices will be sent by a notice similarly sent.

D. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

E. This Agreement contains the entire agreement of the parties hereto and

supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

F. This Agreement will be binding upon and will inure to the benefit of Hospital's successors and assigns. Nothing in this Agreement shall be construed to permit assignment of any rights or obligations hereunder, and such assignment is expressly prohibited. Hospital may assign this Agreement.

G. In the event this Agreement is subject to Section 952 of the Omnibus Reconciliation Act of 1980 (PL96-499) and the regulations thereunder, SAFE hereby agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the Government Accountability Office ("GAO"), or their authorized representatives, all contracts, books, documents and records relating to the nature and extent of the costs of this Agreement for a period of four (4) years after the furnishing of services hereunder. In addition, Hospital hereby agrees, if services are to be provided by subcontract with a related organization, to require by contract that each such contractor make available to HHS and GAO, or their authorized representatives, all contracts, books, documents and records relating to the nature and extent of the costs thereunder for a period of four (4) years after the furnishing of services thereunder.

H. Hospital 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 Hospital's costs which are chargeable to LMPD under this Agreement; and LMPD 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 Hospital shall include (without limitation): (a) payroll records accounting for total time distribution of Hospital'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.

I. 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.

J. 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.


K. Hospital shall reveal any final determination of a violation by Hospital 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 Hospital or subcontractor. Hospital shall be in continuous


compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to Hospital or subcontractor for the duration of the contract.

***** Signatures Follow On The Next Page *****

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

University Medical Center, Inc.
d/b/a University of Louisville Hospital/
James Graham Brown Cancer Center

By:  4.24.15
Steve Amsler Date
Vice President of Facilities

By:  3/27/15
Anna Smith, RN, MSN Date
Administrative Director of
Emergency and Trauma Services

Taxpayer Identification No.
(TIN):

Louisville/Jefferson County
Revenue Commission Account
No.: _____

Louisville/Jefferson County Metro Government

By:  5/19/15
Steve Conrad Date
Chief

EXHIBIT A - JOB DESCRIPTION

JOB DESCRIPTION OPERATIONAL LEADERSHIP POSITIONS

POSITION TITLE:	Nurse Coordinator (SAFE Program)
DEPARTMENT:	Nursing Services
SUPERVISED BY:	Administrative Director Emergency and Trauma Services
SUPERVISES DIRECTLY:	SAFE RN' s and Support Staff
SUPERVISES INDIRECTLY:	None
PREPARED/REVISED/REVIEWED DATE:	9/12/2001 – 3/12/2015
PREPARED/REVISED BY:	Administrative Director Emergency and Trauma Services
DEPARTMENT DIRECTOR APPROVAL:	Administrative Director Emergency and Trauma Services and SAFE Medical Advisor
HUMAN RESOURCES APPROVAL:	Compensation Manager

EDUCATION, EXPERIENCE, LICENSE AND CERTIFICATION REQUIREMENTS

EDUCATION & TRAINING:	Graduated from an accredited/approved school of nursing. BSN required; MSN preferred. RN and SAFE license required in the state of Kentucky.
EXPERIENCE:	Two years of RN experience required. Preferred clinical experience in any of the following areas: Emergency, Intensive Care, Pediatric, Maternal Child, Psychiatric and/or Forensic Nursing. Preferred experience in first level management, SAFE/SART programs and/or community outreach programs. Preferred experience in Domestic Violence training. Mastery of verbal and written communication skills preferred.
LICENSE & CERTIFICATION:	Current RN and SAFE license issued by the Kentucky Board of Nursing required. CPR certification through the American Heart Association required. CFN preferred.

JOB PURPOSE/SUMMARY

A Nurse Coordinator in this institution will plan, direct, coordinate, and evaluate the nursing care to patients of varying age groups on a twenty-four hour basis. The nurse coordinator utilizes leadership and management skills to support the philosophy, goals and objectives of the hospital. The nurse coordinator is responsible for administrative oversight, program development, marketing, fiscal and human resources management.

WORK ENVIRONMENT CHARACTERISTICS/REQUIREMENTS

PART 1: PHYSICAL REQUIREMENTS										
SECTION A PHYSICAL MOBILITY REQUIREMENTS				SECTION B PHYSICAL EFFORT REQUIREMENTS			SECTION C PHYSICAL DEXTERITY REQUIREMENTS			
% OF DAY SPENT				# OF POUNDS LIFTED			REQUIRED ABILITY TO OPERATE			
50	Sitting			15	Waist High			X	Telephone	
20	Standing			15	Shoulder High			X	Computer	
30	Walking			15	Above the Head				Hand Tools	
	Kneeling			POUNDS ARE					Electric Tools	
	Stooping			X	Carried Alone			X	Electronic Equipment	
					With Someone			X	Calculator	
JOB REQUIRES ABILITY TO CLIMB				POUNDS ARE			X		Copy Machine	
	Using a Ladder			X	Pushed			X	Medical Equipment	
	On an Incline			X	Pulled			X	Office Equipment	
	Using Stairs			X	Held					
PART 2: SENSORY ABILITIES				PART 4: MENTAL EFFORT			PART 5: WORK ENVIRONMENT			
AN ABILITY TO				PERFORMS ON A DAILY BASIS			JOB REQUIRES THE ABILITY TO			
		IS CRITICAL	IS USEFUL	X	Reading	X	Work Under Time Pressure			
Distinguish Color			X	X	Writing	X	Work at a Rapid Pace			
Hear or Listen		X		X	Basic Math	% OF TIME SPENT				
Taste					Weighing	100	Working In Doors			
Smell				X	Analyzing Data		Working Outdoors			
Touch			X	X	Finding Solutions		At a Desk or Bench			
Speak		X		X	Managing Resources	55	In an Office or Control Room			
PART 3: JOB HAZARDS				X	Supervising Others	THE CONDITION OF THE AIR IS				
May be exposed to latex products through skin contact or inhalation.				X	Evaluating Performance of Others	X	Clean and Controlled			
				X	Working with Confidential Information		Dusty or Dirty			
				PART 5: WORK ENVIRONMENT				Wet/Humid		
				THE WORK SURFACE IS				Affected by Fumes or Smoke		
				X	Level	THE NOISE LEVEL IS				
					Sloping	X	Normal			
					Uneven					

Slippery

Loud Requiring Ear Protection

WORK PERFORMED/ESSENTIAL FUNCTIONS

PATIENT POPULATIONS FOR WHICH CARE IS PROVIDED (CHECK ALL THAT APPLY)			
N/A	NEONATAL/INFANT (BIRTH TO 12 MONTHS)	N/A	PEDIATRIC (13 MONTHS TO 11 YEARS)
X	ADOLESCENT (12 TO 17 YEARS)	X	ADULT (18 YEARS TO 65 YEARS)
X	GERIATRIC (66 YEARS AND OLDER)		POSITION DOES NOT PROVIDE PATIENT CARE

LIST THE ESSENTIAL FUNCTIONS PERFORMED BY THIS POSITION

1. Provides leadership that reflects the mission, vision, and philosophy of the institution.
2. Operates within budgetary limits and is able to justify/explain any variance. Balances quality and cost in making decisions on how resources are utilized.
3. Schedules staff to meet patient care needs while utilizing flexible staffing techniques. Actively supports all departmental scheduling and staffing policies and procedures.
4. Develop, coach, and mentor staff on issues related to effective scheduling and staffing guidelines. Gives staff responsibility and accountability for assessing patient care needs, adapting assignments related to delivery of care, and evaluating different options of providing care on a shift-by-shift basis.
5. Provides global patient care and safety.
6. Participates in recruitment and retention efforts to facilitate an adequate number of qualified staff.
7. Ensures completion of performance appraisals/review in a timely manner.
8. Develops, implements, and monitors the capital and operational nursing budget in assigned areas.
9. Collaborates with internal and community leaders of many disciplines to meet customer needs.
10. Participates in policy and procedure review and development consistent with the standards of established regulatory agencies and professional organizations.
11. Participates in hospital wide and nursing decision making process.
12. Maintains membership and involvement in professional organizations related to area of specialty.
13. Performs other duties assigned by authorized personnel or as required to meet the needs of the facility, internal and external customers.

VALUE BASED COMPETENCY EXPECTATIONS

COMPETENCY	DEFINITION & STANDARDS
<p>ANALYTICAL THINKING</p> <p>VALUES: Learning & Continuous Improvement, Personal Responsibility</p>	<p>Analytical Thinking means breaking down problems or tasks; scanning one's own knowledge and experience to identify causes and consequences of events.</p> <p>Superior: <u>Anticipates Trends</u> Forecasts the future by analyzing present situations and past events. Brainstorms alternative resources and directions using multiple problem-solving methods.</p> <p>Target: <u>Uses Multiple Approaches</u> Uses multiple approaches to understand the key issues in a complex situation. Thinks of multiple possible causes and consequences of events. Tests multiple possible scenarios.</p> <p>Minimum: <u>Breaks Down Complex Tasks</u> Breaks down complex tasks into manageable parts in a systematic, detailed way and considers input from several sources.</p>
<p>CUSTOMER SERVICE ORIENTATION</p> <p>VALUES: Respect</p>	<p>Customer Service Orientation is a desire to help or serve others. The focus is on first discovering and understanding the customer's needs and then taking action to help the customer and meet his or her needs. Customers include co-workers, workers in other departments that use your services, external customers, patients, families, or anyone we are trying to serve.</p> <p>Superior: <u>Addresses Underlying Needs</u> Understands customer relationships and seeks information about the real, underlying needs of the customer beyond those initially expressed and matches these needs to available or customized products or services.</p> <p>Target: <u>Acts to Make Things Better</u> Anticipates customer needs and makes concrete attempts to add value to the customer, to make things better for the customer in some way.</p> <p>Minimum: <u>Takes Personal Responsibility</u> Takes personal responsibility for correcting customer service problems. Corrects problems promptly and undefensively.</p>

COMPETENCY	DEFINITION & STANDARDS
<p>EXCELLENCE ORIENTATION</p> <p>VALUES: Personal Responsibility, Learning & Continuous Improvement</p>	<p>Excellence Orientation refers to one's desire and commitment to do the best job he or she can; to find better, more efficient ways of doing his or her job. It involves a continuous effort to improve one's skills and abilities at every opportunity. It is striving for continuous improvement.</p> <p>Superior: <u><i>Far Surpasses Established Standards</i></u> Commits significant effort and/or time to improve performance or reach a challenging goal. Creates an environment which encourages others to surpass their own standards of performance.</p> <p>Target: <u><i>Sets Own Standards</i></u> Follows own high standards, not just those set by others. Works to exceed existing quality standards at U of L Health Care.</p> <p>Minimum: <u><i>Meets Established Goals</i></u> Meets established goals by producing high quality work even for small requests. Challenges established practices or processes as necessary to ensure work is done in the most efficient way possible.</p>
<p>FLEXIBILITY</p> <p>VALUES: Constancy of Purpose, Respect</p>	<p>Flexibility means one can handle change easily, sees the value of differing opinions, and adapt one's own approach or position in response to new information or changing needs in the organization.</p> <p>Superior: <u><i>Explores Alternatives</i></u> Continually looks for ways to make changes work rather than identifying why things cannot be accomplished. Performs tasks outside of the realm of his or her job to expedite projects and react to the changing needs at U of L Health Care.</p> <p>Target: <u><i>Modifies Own Opinion</i></u> Modifies a strongly held opinion in response to contrary evidence. Demonstrates a positive outlook toward job change. Is willing to adapt to the changing needs of the organization (i.e., changes in duties, shifts, etc.).</p> <p>Minimum: <u><i>Modifies Approach to Others</i></u> Adapts own style to fit personalities of different people. Recognizes individuals with different styles and the merits of different approaches to doing things.</p>

COMPETENCY	DEFINITION & STANDARDS
<p>PROFESSIONALISM</p> <p>VALUES: Personal Responsibility, Respect, Cooperation & Team Work</p>	<p>Professionalism is shown by the manner in which we conduct ourselves and interact with others. It refers to our attitudes toward our jobs, our co-workers, and the public; the way we treat and respond to others; and the image we project.</p> <p>Superior: <u><i>Uses Tact When Communicating</i></u> Considers how others will respond before communicating sensitive issues. Uses mature judgment when deciding what and how to communicate. Maintains professional confidences of others and encourages them to do the same in appropriate situations.</p> <p>Target: <u><i>Treats Co-Workers with Respect and Consideration</i></u> Does not allow personal opinions and issues with others to interfere with proper conduct of business. Takes noticeable pride in his or her work.</p> <p>Minimum: <u><i>Focuses on Assigned Work</i></u> Conducts work assignments effectively and without distracting others or letting others distract him or her from accomplishing work requirements. Reacts to others in a calm, rational manner. Uses appropriate, non-offensive language with others. Observes policies and procedures of the organization.</p>
<p>CONFLICT MANAGEMENT</p> <p>VALUES: Respect, Cooperation & Teamwork, Personal Responsibility</p>	<p>Conflict Management develops and implements strategies to assure continuous, smooth inter and intra departmental workflow even in the face of conflicting priorities, short term objectives, or limited resources.</p> <p>Superior: <u><i>Uses Conflict to Benefit Long Term Goals</i></u> Develops strategies in which all parties can benefit. Implements constructive and innovative ways to break down barriers between groups and/or outside vendors and customers.</p> <p>Target: <u><i>Anticipates Potential Conflicts</i></u> Demonstrates a strong sense of fairness and equality across all organizational boundaries.</p> <p>Minimum: <u><i>Intervenes Appropriately in Conflict Situations</i></u> Recognizes where intervention is needed. Offers basic strategies an employee or group can use to improve interpersonal relations and resolve differences.</p>
<p>DEVELOPING OTHERS</p> <p>VALUES: Personal Responsibility, Learning & Continuous Improvement, Constancy of Purpose, Collaboration & Teamwork, Respect, Trust</p>	<p>Developing Others involves assessing needs and providing ways for individuals to develop skills, knowledge and behaviors necessary to succeed and grow within the organization.</p> <p>Superior: <u><i>Acts as a Mentor</i></u> Employee provides more than the opportunity for growth and development, taking a personal interest in the individual through encouragement, coaching, advising, and supporting.</p> <p>Target: <u><i>Does Long-term Coaching or Training</i></u> Arranges work assignments, formal training, or other experiences to foster a person's learning and development.</p> <p>Minimum: <u><i>Reassures and Encourages</i></u> Gives constructive feedback in behavioral rather than personal terms and expresses positive expectations for future performance. Gives individualized suggestions for improvement.</p>

COMPETENCY	DEFINITION & STANDARDS
<p>CHANGE LEADERSHIP</p> <p>VALUES: Personal Responsibility, Collaboration & Teamwork, Constancy of Purpose, Learning & Continuous Improvement</p>	<p>Change Leadership is the ability to provide direction and energize a group to accomplish change together and hold individuals accountable to goals. It requires the ability to lead a group through transition from the current state to a desired state and deliver a unifying message or vision that motivates others. It includes the ability to adapt one's own position and strategy in response to new information or changing situations and bring about effective organizational change.</p> <p>Superior: <u><i>Creates an Environment to Support Change Initiatives</i></u> Encourages others to take risks and supports them in their change efforts. Gets others to take ownership of outcomes. Maintains an open dialogue throughout the change process to continue to build ownership, fine tune actions, and address resistance or concerns.</p> <p>Target: <u><i>Champions Change Initiatives</i></u> Takes the lead in advancing ideas or approaches on important issues and key strategic initiatives. Continually looks for and capitalizes on ways to improve system performance.</p> <p>Minimum: <u><i>Challenges the Status Quo</i></u> Compares the status quo to an ideal or vision of change. Is unwilling to stand by and pushes the way people think about how work is done.</p>
<p>TEAM LEADERSHIP</p> <p>VALUES: Collaboration & Teamwork, Trust, Personal Responsibility, Respect</p>	<p>Team Leadership is the manner in which one assumes the role as leader of a team or group. It includes maintaining the group's focus, facilitating discussions and motivating team or group members to achieve objectives.</p> <p>Superior: <u><i>Positions Self as the Leader</i></u> Ensures that others don't just follow, but buy into the missions, goals, agenda, climate, tone and policy. Instills confidence in his or her credibility as a leader to others.</p> <p>Target: <u><i>Takes Care of the Group</i></u> Takes a stand to protect the group and its reputation. Promotes the group and its objectives to others. Keeps the group focused on the objectives.</p> <p>Minimum: <u><i>Uses Authority Fairly</i></u> Uses leadership authority in a fair and equitable manner. Makes a personal effort to treat all group members fairly. Makes sure the needs of the group are met by obtaining personnel, resources, and information to ensure the group's tasks are completed.</p>

EXHIBIT B – INSURANCE REQUIREMENTS- SAFE PROGRAM

INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the **Louisville/Jefferson County Metro Government's Risk Management Division**. Contractor shall not allow any subcontractors to commence work until the insurance required of such subcontractors has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the **Louisville/Jefferson County Metro Government (Metro)**. Metro may require Contractor to supply proof of subcontractors insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- A. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on Contractor's or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

The following clause shall be added to Contractor's (and approved subcontractors) Commercial General Liability Policies:

"The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, non contributory ,with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Personal Injury

2. **MEDICAL PROFESSIONAL LIABILITY** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act, and **\$2,000,000** **aggregate limit**. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year

after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

3. WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.**

ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A-VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

MISCELLANEOUS

A. Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).

B. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

C. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

D. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.

E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or ade