

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 ("LMPHW") and the LOUISVILLE METRO BOARD OF HEALTH ("Board of Health" or "BOH") herein referred to as "METRO GOVERNMENT", and the UNIVERSITY OF LOUISVILLE ("UNIVERSITY") by and through its SCHOOL OF PUBLIC HEALTH AND INFORMATION SCIENCES ("ULPH"), 485 East Gray Street, Louisville, KY 40202, and DR. SARAH S. MOYER, 1737 Deerwood Avenue, Louisville, KY 40205.

WITNESSETH:

WHEREAS, the Metro Government desires to employ a Director of Health ("Director") for LMPHW and the Board of Health; and

WHEREAS, the statutory and job requirements of the position mandate that Director be qualified as a public health administrator and be licensed to practice medicine or eligible to be licensed to practice medicine in the State of Kentucky; and

WHEREAS, ULPH has determined that it needs a faculty member with experience in public health administration who is qualified to work with the Metro Government and the Board of Health as Director; and

WHEREAS, the Metro Government, LMPHW, the Board of Health and ULPH have conducted a nationwide search for an individual who will meet the needs of all the parties and serve as Director; and

WHEREAS, Dr. Sarah S. Moyer is employed as a faculty member of ULPH pursuant to an employment contract (the "Employment Contract") and has the requisite qualifications and experience of a Director; and

WHEREAS, the parties desire to enter into a joint working arrangement for the services of Dr. Sarah S. Moyer as Director; 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; and

WHEREAS, University possesses the requisite experience and qualifications to provide the unique nature of the services desired by the Metro Government;

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

I. SCOPE OF PROFESSIONAL SERVICES

A. The parties agree that Dr. Sarah S. Moyer shall be appointed Director as of the effective date of this Agreement.

B. University agrees as follows:

1. University agrees that upon approval of the University Trustees, Director shall have full-time faculty status in the ULPH, and may have secondary appointments in other schools of the University;
2. University agrees that the primary responsibilities of Director shall be to LMPHW and the primary office of Director shall be at LMPHW;
3. University agrees that Director's duties to University must be consistent with LMPHW's mission and obligations and must not conflict with Director's duties to LMPHW;
4. Director's responsibilities and duties, as Director of LMPHW, shall include, but not be limited to, the following:
 - a. Director shall be responsible for all programs and operations of LMPHW;
 - b. Director shall report to the Louisville Metro Mayor or his designee on all matters concerning the BOH and LMPHW;
 - c. Director shall perform such duties as set out in the Metro Government job description, attached hereto and made a part hereof as though fully set out herein, marked Exhibit 1;
 - d. Director shall perform such duties as prescribed in KRS Chapter 212 and all other applicable regulations and laws, whether local, state or federal, and as set out in all contracts or obligations undertaken by LMPHW;
 - e. Director shall perform related duties and assignments as directed by the Metro Government;
 - f. Director shall maintain the policies and protocols requiring physician direction as listed on Exhibit 2, attached hereto and made a part hereof as though fully set forth herein;
 - g. Director shall review and sign protocols as listed in Exhibit 3 attached hereto and made a part hereof as though fully set forth herein;
 - h. Director shall review and sign standing orders as listed in Exhibit 4 attached hereto and made a part hereof as though fully set forth herein; and
 - i. Director shall act as the representative of the Board of Health and the Metro Government on the various boards, committees, task forces, etc.
5. Director, as a faculty member of University, shall have the following responsibilities and duties:
 - a. ULPH Chair and Dean shall determine the duties of Director to University; and
 - b. Director shall accept teaching and research assignments that include supervision of ULPH students assigned to LMPHW, which are consistent with LMPHW's mission and obligations.

C. ACCOUNTABILITY OF THE DIRECTOR

1. Director shall be a ULPH employee assigned to the Metro Government and accountable to the Metro Government with regard to his/her statutory duties and obligations; and

2. With regard to Director's responsibilities to ULPH, Director will be accountable to the appropriate Dean.

II. FEES AND COMPENSATION

A. The Metro Government shall contribute to ULPH one-half of Director's compensation under the Employment Contract to include fringe benefit costs, and shall provide payment to ULPH on a monthly basis after receipt of a detailed invoice from University. The Metro Government shall provide compensation to ULPH for the compensation of the Director in the amount of **TEN THOUSAND ONE HUNDRED FIFTY FOUR DOLLARS (\$10,154.00)** per month not to exceed **ONE HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED FIFTY EIGHT DOLLARS (\$121,858.00)** per year.

ULPH shall generate a University paycheck to Director. ULPH further agrees that Director shall receive all usual and ordinary faculty benefits including fringe benefits through University.

In the event that the Metro Government terminates this Agreement, the Metro Government shall not be responsible for any further contribution to ULPH for the ULPH employee and the employee shall no longer hold the Director position. ULPH shall then solely determine the employee's wage and duties.

In the event that ULPH terminates this Agreement or the Employment Contract, ULPH shall not be responsible for any further compensation of the employee; provided, however, the Metro Government shall then have the opportunity to hire the terminated ULPH employee. The Metro Government shall then solely determine the employee's wage and duties.

In the event that ULPH were to increase their portion of the Director's salary, that will in no way increase the obligation of Metro Government.

The Metro Government shall provide Director **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)** per year for Continuing Medical Education expenses.

Total compensation payable by Metro Government under this Agreement shall not exceed **ONE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED FIFTY EIGHT DOLLARS (\$123,358.00)** per year.

B. The Metro Government shall reimburse the Director's out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this Agreement. 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.

C. University 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. University agrees that original invoices that are not in Metro Government possession by this time will not be paid and University agrees to waive its right to payment for services billed under such invoices.

III. DURATION

A. This Agreement shall begin August 1, 2017 and shall continue through and including August 1, 2018.

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

The parties acknowledge that the employer/employee relationship between ULPH and Dr. Sarah S. Moyer is governed by the Employee Contract. The parties agree that nothing in this Agreement shall affect the terms of the Employee Contract.

V. RECORDS-AUDIT

University 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 University's costs which are chargeable to the Metro Government under this Agreement.

VI. DEFENSE AND INDEMNITY

If a claim for money damages is brought against the Director, the Metro Government agrees to defend and indemnify her as if she were a Metro employee covered by KRS 65.200-.2006 and Louisville Metro Codified Ordinances Sections 35.180-35.183.

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. University agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. University 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 Franklin Circuit Court, Frankfort, Kentucky.. 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 University, by execution of this Agreement, does hereby certify 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. SUCCESSORS

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

XIII. 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.

XIV. 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.

XV. 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, University is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVI. 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.

XVII. MISCELLANEOUS

University 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 unless the disclosure complies 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. University

shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and University agrees to negotiate and execute a mutually acceptable Health Department Business Associate Agreement, if applicable for the project. University 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 an approved Metro Government's Business Associate Agreement that contains substantially the same terms as the Metro Government's Business Associate Agreement.

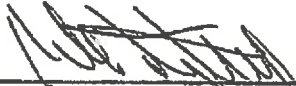
The Metro Government and University agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 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.

University 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 University shall reveal any final determination of a violation by the University 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 University or subcontractor. The University shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the University 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:




MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY
Date: 1/11/18

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT




VINCENT JAMES, CHIEF OF
COMMUNITY BUILDING, MAYOR'S
OFFICE
Date: _____



DR. SARAH S. MOYER
DIRECTOR, DEPARTMENT FOR PUBLIC
HEALTH AND WELLNESS
Date: 1/10/18

UNIVERSITY OF LOUISVILLE



GREGORY C. POST, M.D.
INTERIM EXECUTIVE VICE PRESIDENT
FOR HEALTH AFFAIRS
Date: 12/07/2017

Recommended by:

Electronic Approval on file

DR. CRAIG BLAKELY
DEAN, SCHOOL OF PUBLIC HEALTH
AND INFORMATION SCIENCE
Date: _____

EXHIBIT 1

DIRECTOR OF PUBLIC HEALTH SERVICES

ESSENTIAL FUNCTIONS

- Directs comprehensive health programs and operations including community health, environmental, support and professional services, research and other health services pursuant to KRS Chapter 212. Communications with the public, medical community, educational institutions, federal and state agencies and allied health professionals concerning health programs and needs.
- Establishes and implements departmental goals, budget, policies, procedures, and programs.
- Exercises supervision over subordinate personnel.

EXAMPLES OF THE WORK

- Directs the planning and development of the strategic plan for the department and prioritizes projects to meet goals, objectives and budget allocations.
- Formulates and implements policies and procedures concerning public health services which are presented for adoption by the Board of Health.
- Serves in an ex-officio role as secretary to the Board of Health.
- Collaborates with the University of Louisville and the School of Public Health and Information Sciences to design and implement practicum programs and publishable projects to allow graduate students to gain experience in the health field and obtain research and publications for the department.
- Seeks public and private funding for key academic and departmental programs.
- Develop and organizes the department structure to ensure maximum utilization of available resources.
- Directs the preparation of the department budget and the monitoring of expenditures and funds received.
- Mentors students at the University of Louisville School of Public Health and Information Sciences and shares information concerning practical, hands-on experience in the health field.
- Conducts public health training programs for physicians and allied health professionals.
- Directs and conducts research on community health needs and trends in public health medicine and prepares and submits reports.
- Represents the department to governmental agencies, medical community, educational institutions, and the public regarding public health programs, projects, and operations.
- Analyzes data on the effectiveness and efficacy of programs and services and implements corrective action.
- Performs related work.

MINIMUM REQUIREMENTS

- Doctorate degree in Medicine and a Master's degree in Public Health, Environmental Health, Epidemiology, Business, Public Administration, or a related field.
- Five years of public health services experience, including two years of program planning, evaluation, administrative or managerial experience.
- An equivalent combination of education and experience may be substituted, but must include two years of managerial experience.
- Must be licensed to practice medicine in the State of Kentucky.

SPECIAL REQUIREMENTS

- Must be duly qualified and licensed or eligible for licensure as a medical practitioner in the State of Kentucky.

EXHIBIT 2

Policies and Protocols Requiring Physician Direction

- Administration of vaccines against Diphtheria, Tetanus, and Pertussis
- Administration of vaccines against Measles, Mumps, and Rubella
- Hepatitis A prophylaxis policy
- Procedure for administering Hepatitis A vaccine for non-travelers
- Procedure for routine administration of Hepatitis B vaccine
- Procedure for post-vaccination Hepatitis B serology
- Procedure for administration of Lyme Disease vaccine
- Procedure for administration of Meningococcal Polysaccharide vaccine
- Occupational exposure to potentially infective materials
- Procedure for HIV testing for oral test kits
- Administration of vaccines against Pneumococcal Disease, including Prevnar
- Administration of vaccines against Polio
- Assessment of persons for possible Rabies prophylaxis
- Administration of Rabies prophylaxis: pre-exposure
- Administration of Rabies prophylaxis: post-exposure
- Procedure for isolation of persons with rash illnesses
- STD standing orders
- Procedure for performance of TB skin testing
- Administration of Varicella vaccine
- Procedures surrounding isolation of TB infected individuals
- MD guidance and oversight for any public health crisis/disaster such as communicable disease outbreaks, floods, tornados, WMD, or bioterrorism
- School health protocols
- MD approval for purchase of pharmaceuticals/vaccines
- Review and signature for protocols
- Review and signature for standing orders
- Kentucky Public Health Practice References (PHPR)
- KDPH organization structure
- Division of Adult and Child Health directory
- Division of Epidemiology and Health Planning directory
- Division of Laboratory Services directory
- Division of Local Health Department Operations directory
- Division of Public Health Protection and Safety directory
- Division of Resource Management
- Local health department organization structure

General Information

- Description of purpose of KY PHPR
- Philosophy for service delivery
- Patient rights
- Patient responsibilities
- Consent for services
- Who may give consent
- Health education, anticipatory guidance, and counseling
- Outreach and follow up
- Referrals
- Referral sources

- Staff requirements and training

General Policies and Equipment

- Isolation precautions
- Latex allergies
- Incident reporting
- Guidelines for laboratory/radiology follow up
- Other direct care services
- Drug and device guidelines
- Drugs, devices, and equipment to have available
- Procedure for providing injectable drugs and immunobiologics
- Recommended route/site/needle size for injectables

EXHIBIT 3

Review and Signature/Date for Protocols

I have reviewed the following protocols contained within the Kentucky Public Health Practice Reference. These protocols are approved for use by the Louisville Metro Department of Public Health and Wellness. I understand that I will review these protocols at least annually, and that any changes, deviations, or additional protocols will be brought to my attention for approval before implementation.

 Sarah Meyer G. S. 1/10/18
 Print Name Sign Name Date

Protocol for:

- Blood lead levels and follow up
- Cardiovascular and diabetes screening
- Childhood lead poisoning prevention services
- Deferring physical exam for oral contraceptives or Depo Provera
- Drug monitoring for adults with disease (TB)
- Emergency contraceptive pills
- Family planning services
- Fluoride supplementation
- Grief counseling services
- HIV testing/counseling
- Lead management home visit
- Maternal serum screening
- Medical consultation/referral of the anti-partum/post-partum patient
- Medical emergencies
- Medical nutrition therapy
- Pregnancy test
- Rabies pre-exposure prophylaxis
- Rabies post-exposure prophylaxis
- Recommended accelerated immunizations schedule for infants and children less than 7 years of age
- Recommended immunization schedule for persons 7 years of age or greater not vaccinated at the recommend time in early infancy
- Recommended schedule for routine active immunization of infants and children
- Reducing preconception/prenatal HIV transmission
- Referral to first steps for evaluation and eligibility
- Routine and non-routine immunization
- Safety seat services
- Screening blood lead test
- Spacing live and killed antigen administration
- Tetanus prophylaxis and routine wound management
- Treating anaphylactic shock
- Treatment of common STDs
- Tuberculosis
- WIC certification
- WIC certification counseling
- WIC certification counseling for specific nutritional risk
- WIC follow up counseling

- By risk and category
- By topic (counseling for women and children)
- By age (required counseling for infant)

EXHIBIT 4

Review and Signature/Date for Standing Orders

I have reviewed the following standard order within the Kentucky Public Health Practice Reference. These standing orders are approved for use by the Louisville Metro Department of Public Health and Wellness. I understand that I will review these standing orders at least annually and that any changes, deviations, or additional standing orders will be brought to my attention for approval and signature before implementation.

Sarah Moyer S. S. 2 1/10/18
Print Name Sign Name Date

Standing Orders for:

- Deferring a physical exam for oral contraceptive or Depo Provera
- Emergency contraceptive pills
- Fluoride supplementation
- Medical emergencies: acute medical condition/syncope/vasovagal reaction
- Rabies pre-exposure prophylaxis
- Recommended accelerated immunizations schedule for infants and children less than 7 years of age, not vaccinated in early infancy
- Recommended schedule for routine active immunization of infants and children
- Routine and non-routine immunization
- Tetanus prophylaxis and routine wound management
- Treating of anaphylactic shock
- Treatment of common STDs
- Tuberculosis



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

| | | | |
|---------------|-----------------------------|--------------------|--------------|
| Department | LMPHW | Department Contact | Jon Moore |
| Contact Email | jon.moore2@louisvilleky.gov | Contact Phone | 502-674-5894 |

| | | | | |
|---------------------------------------|--------------|------------------|----------------|-------|
| Contract Type: check one | New | Amendment | | |
| | | Additional Funds | Time Extension | Scope |
| Professional Service | ✓ | | | |
| Sole Source (goods/services) | ✓ | | | |
| | Start | End | | |
| Requested Contract Dates (MM/DD/YYYY) | 08/01/2017 | 08/01/2018 | | |

VENDOR INFORMATION

| | | | | | | | |
|---|--|--------------------------------|---------------------------|-------|--------------------------|-------|--|
| Vendor Legal Name | University of Louisville | | | | | | |
| DBA | School of Public Health and Information Sciences | | | | | | |
| Point of Contact | Eric Nunn, Assistant Dean | | | Email | eric.nunn@louisville.edu | | |
| Street | 485 E Gray Street | | | | | | |
| Suite/Floor/Apt | Ste 233 | | | Phone | 502-852-3019 | | |
| City | Louisville | | State | Ky | Zip Code | 40202 | |
| Federal Tax ID# | | | SSN# (if sole proprietor) | | | | |
| Louisville Revenue Commission Account # | | | | | | | |
| <u>Human Relations Commission Certified Vendors</u> | Certified Minority Owned Business | Certified Woman Owned business | Disabled Owned business | | | | |
| Select if applicable | | | | | | | |

FINANCIAL INFORMATION

| | | | | | | | |
|-------------------------------|-----------|---|------|----------------------------|--------|-------------|--|
| Not to Exceed Contract Amount | \$121,858 | (Including reimbursement expenses, if applicable) | | | | | |
| Fund Source: General Fund | ✓ | | | | | | |
| Federal Grant | | Federal Granting Agency | | | | | |
| Other | | Describe: | | | | | |
| Account Code String # | 1101 | 605 | 4110 | 411658 | 521301 | | |
| Payment Rate | | per hour | | per day | | per service | |
| | \$10,154 | per month | | Other | | | |
| Payment Frequency | ✓ | Monthly | | Upon Completion / Delivery | | | |
| | | Quarterly | | Other | | | |



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

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.

Louisville Metro Government (LMG) desires to employ a Director for the Louisville Metro Department of Public Health and Wellness (LMPHW) with the University of Louisville (UofL) through the School of Public Health and Information Sciences. The UofL shall invoice LMPHW monthly for \$10,154.80.

Please see attached exhibits for the comprehensive description of services provided by the Director for LMPHW, which provides self-evident justification for the necessity and benefits afforded for LMG.

UofL's School of Public Health and Information Sciences provides LMG & LMPHW with a Director who is licensed to practice medicine in state of Kentucky. The Director's responsibilities are broad and include responsibility for all programs and operations of LMPHW and the Board of Health. This includes: directing comprehensive health programs and operations; communicating with the public, medical community, educational institutions, federal and state agencies, and allied health professionals; and establishing LMPHW's strategic plan, budget, policies, procedures, and programs.

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.

UofL is the sole source provider for our Director. The Director also serves as a faculty member of UofL. Because of the many years as a partner in public health with LMPHW and because of the joint working arrangement for services of the Director, UofL is uniquely qualified to provide a Director to Metro.

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 Jan Moore Date 7/21/17
Signature
Printed Name Jan Moore

Purchasing Director Joel Neaveill Date 7/21/17
Signature
Joel Neaveill