



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

Department	Public Health and Wellness	Department Contact	Chrissy Hazelip
Contact Email	chrissy.hazelip@louisvilleky.gov	Contact Phone	502-574-6759

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)	08/01/2021	07/21/2022		

VENDOR INFORMATION

Vendor Legal Name	University of Louisville on behalf of its School of Medicine				
DBA	N/A				
Point of Contact	Tina Hembree	Email	Tina.Hembree@louisvilleky.edu		
Street	323 E Chestnut Street				
Suite/Floor/Apt	208	Phone	502-852-7881		
City	Louisville	State	KY	Zip Code	40202
Federal Tax ID#		SSN# (If sole proprietor)			
Louisville Revenue Commission Account #					
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$52,000	(including reimbursement expenses, if applicable)			
Fund Source: General Fund					
Federal Grant		Federal Granting Agency			
Other	✓	Describe:	Federal passthrough		
Account Code String #	2551	605	4149	411634	521301
Payment Rate	\$250.00	per hour		per day	per service
		per month		Other	Total
Payment Frequency	✓	Monthly		Upon Completion / Delivery	
		Quarterly		Other	



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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.

LMPHW has currently been providing extended services at our Methadone Clinic, the MORE Center, these services currently include psychiatry services through the University of Louisville, provided by Christopher Stewart.

We currently receive a grant to offer these services. These services are provided weekly to MORE Center patients via telehealth.

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.

LMPHW would like to continue engagement with University of Louisville Psychiatry and Behavioral Health to offer these services. Clients at the MORE Center have developed physician/patient relationship and have continued visits with the provider from University of Louisville. We at LMPHW are unable to offer these services internally because expertise and the required licensure don't exist within current staff.

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, artist, or other non-licensed professional service.

Department Director Connie Mendel Date July 28, 2021
Signature Connie Mendel

Purchasing Director Joel Neaveill Date 8/12/2021
Printed Name Joel Neaveill
DocuSigned by: Joel Neaveill
Signature Joel Neaveill
Joel Neaveill

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made and entered into effective as of August 1, 2021 (the "Effective Date"), by and between Louisville/Jefferson County Metro Government, Department of Public Health and Wellness ("CONTRACT PARTY" or "METRO GOVERNMENT"), and the UNIVERSITY OF LOUISVILLE , on behalf of its School of Medicine, Department of Psychiatry and Behavioral Sciences ("UL").

WHEREAS, UL has the ability to provide the Services, as defined below; and

WHEREAS, UL desires to provide to CONTRACT PARTY Services, and CONTRACT PARTY desires to utilize the Services.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. SERVICES. During the Term, as defined below, CONTRACT PARTY hereby engages UL, and UL hereby agrees to provide to CONTRACT PARTY the services set forth on Exhibit A, attached hereto and incorporated herein by reference (collectively, the "Services"). The Services will be provided on such schedule as is mutually agreed upon by the parties. UL will provide CONTRACT PARTY with reasonable advance notice of any scheduled or unscheduled inability to perform the Services.

2. COMPENSATION. In consideration for the Services, CONTRACT PARTY will pay UL the fees set forth on Exhibit B, attached hereto and incorporated herein by reference (the "Fees"). The Fees will be payable by CONTRACT PARTY to UL within thirty (30) days of UL's submission of an invoice therefor to CONTRACT PARTY.

3. EXPENSES. UL will be solely responsible for and pay all of UL's expenses associated with providing the Services, including payment of income, social security, and other employment taxes due to the proper taxing authorities. CONTRACT PARTY will reimburse UL's expenses only if such expenses have been pre-approved by CONTRACT PARTY in writing and have been adequately substantiated by UL.

4. TERM AND TERMINATION.

a) The Agreement term shall be for one (1) year (the "Initial Term") commencing on the Effective Date, subject to earlier termination of this Agreement pursuant to Section 4(b). This Agreement shall automatically renew for successive one (1) year renewal terms (each a "Renewal Term") for up to four years , unless either party gives written notice at least thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term of an intention not to renew; provided, however, the parties shall re-evaluate the

terms of this Agreement upon the expiration of the Initial Term, and make mutually agreed upon adjustments as necessary. The Initial Term and any Renewal Term(s) are referred to collectively as the "Term."

b) This Agreement may be terminated: (i) by either party upon giving thirty (30) days prior written notice of such termination to the other party; (ii) immediately by either party if a breach of this Agreement by the other party is not cured within ten (10) days of the breaching party being notified of the breach; or (iii) at any time by mutual agreement of the parties. 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 UL of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

5. RELATIONSHIP OF THE PARTIES. The relationship between UL and CONTRACT PARTY is that of an independent contractor. Nothing contained herein will be construed as implying a joint venture or partnership between the parties hereto by virtue of this Agreement. Neither party has the right or authority to assume nor to create any obligation or responsibility on behalf of the other party.

6. CONFIDENTIALITY. UL agrees to keep confidential and not to disclose to third parties any information provided by CONTRACT PARTY pursuant to this Agreement, unless UL has received prior written consent of CONTRACT PARTY to make such disclosure. This obligation of confidentiality does not extend to any information that:

- a) was in the possession of UL at the time of disclosure by CONTRACT PARTY, directly or indirectly;
- b) is or shall become, through no fault of UL, available to the general public;
- c) is independently developed and hereafter supplied to UL by a third party without restriction or disclosure;
- d) UL is required by law to disclose.

The parties agree to comply with, and to cause each of its employees, subcontractors and agents to comply with, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder, as well as other state and federal laws and regulations relating to the security, protection, and privacy of individually identifiable health care information. The parties shall in good faith execute any and all agreements that is required to ensure compliance with HIPAA.

7. NOTICES. All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person or via email, effective three (3) business days after mailing if mailed by certified mail, postage prepared, return receipt requested , or effective the next business day if delivered by overnight courier with charges prepaid, as follows:

UL: University of Louisville
323 East Chestnut Street
Suite 208
Louisville, KY 40202
Attn: HSC Contracts, Tina Hembree
Email: tina.hembree@louisville.edu

CONTRACT PARTY: INSERT

Or to such other address as either party shall have designated for notices to be given in accordance with this Section.

8. INSURANCE. During the term of this Agreement, UL agrees to secure and maintain professional liability insurance in an amount not less than \$1,000,000/\$3,000,000 per physician furnishing Services hereunder.

9. COMPLIANCE/REGULATORY.

a) Access to Records. To the extent required by the Social Security Act, §1861(v)(1)(I) [42 U.S.C. §420.300-420.304 and the Kentucky Medical Assistance Program ("KMAP") policies and guidelines, UL agrees that until the expiration of four (4) years after the furnishing of Services to be provided under this Agreement, UL shall make available to the Secretary of the United States Department of Health and Human Services ("HHS"), the United States Comptroller General, KMAP and their representatives, any and all books, documents and records necessary to certify the nature and extent of costs of Services provided to [CONTRACT PARTY]. If UL carries out the duties of this Agreement through a subcontract worth \$10,000.00 or more over a twelve (12) month period, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General or their representatives to the subcontractor's books and records. This access is conditioned upon the applicability of Social Security Act §1861(v)(1)(I), 42 U.S.C. §420.300-420.304, and KMAP policies and guidelines to this Agreement.

b) Compliance with Laws. Each party agrees to comply with and meet all federal, state, and local requirements, including but not limited to statutes, rules, laws, regulations, codes, ordinances, etc. pertaining to the delivery of Services. Neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud or abuse in connection with the Medicare or Medicaid programs (42 U.S.C. §1320a-7b).

c) Fair Market Value. The parties acknowledge that the Fees hereunder are made for Services rendered and not based on the volume or value of referrals or other business

generated between the parties, and the Fees constitute fair market value for Services provided hereunder.

10. MISCELLANEOUS.

- a) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its choice of law principles.
- b) Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and all prior agreements or understandings will be deemed merged herein.
- c) Amendments. No amendments or modifications of this Agreement will be made or deemed to have been made unless in writing and executed by both parties.
- d) Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the parties hereto. No waiver by either party hereto of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- e) Assignment. This Agreement cannot be assigned by either party without the prior written consent of the other party. Any attempted assignment in violation of this Section 8(e) will be void ab initio. This Agreement will be binding on each party's successors and permitted assigns.
- f) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) will be excluded from this Agreement and the balance of the agreement will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms.
- g) Headings; Construction. The headings contained in this Agreement are for convenience only and will not be deemed a part of this Agreement in construing or interpreting the provisions hereof. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.
- h) Counterparts. This Agreement may be executed simultaneously in two or more counterparts (including by facsimile, PDF or other electronic means), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- i) Records Audit. UL 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 UL'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 UL shall include (without limitation): (a) payroll records accounting for total time distribution of UL'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 UL'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.

j) 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.

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

[Signatures appear on next page.]

IN WITNESS WHEREOF, CONTRACT PARTY and UL have executed this Agreement effective as of the date first shown above.

CONTRACT PARTY

By: DocuSigned by:
Sarah Moyer
6299D4EB7F8744A...

Name: Sarah Moyer

Title: Director

**APPROVED AS TO FORM
AND LEGALITY PENDING
APPROVAL OF THIS CONTRACT
BY THE LOUISVILLE METRO
COUNCIL:**

DocuSigned by:
Paul Rutherford
2C1BED9DF1BB454

Michael J. O'Connell
Jefferson County Attorney

Date: 8/16/2021

UNIVERSITY OF LOUISVILLE

By: Toni M. Ganzel

Toni Ganzel, MD

Vice President for Academic Medical Affairs

9/27/2021

Exhibit A: Description of Services

The Department will furnish to the Department of Public Health and Wellness a licensed psychiatrist to provide psychiatric services to its patients on a weekly basis to deliver psychiatric care via telehealth to its patients.

Services will be available a minimum of 4 hours per week in mutually agreed upon blocks of time. The number of hours may be increased by written mutual consent of the parties without modification of the agreement.

The Department of Public Health and Wellness will be responsible for scheduling patients and will not offset payment to the Department for any patient cancellations, no-shows or technical issues on their end. They will allow 20 minutes for an established patient and 60 minutes for a new patient evaluation. They shall maintain the patient's chart and bill the appropriate party for services delivered. They will provide access to their electronic medical record and any training required to access and use their systems.

The Department will provide at least a 2 week notice to the Department of Public Health and Wellness if the physician will not be available due to a planned absence and will give as much notice as possible should the physician be unavailable due to illness.

Exhibit B: Compensation Arrangement

Reimbursement for psychiatric services will be \$250/per hour with no offset for patient cancellations, patient no-shows, or equipment malfunction. In addition, any time spent by the physician in required trainings or meetings will be reimbursed at the same \$250/per hour rate.

The Department of Psychiatry and Behavioral Health shall bill the Department of Public Health and Wellness by the 10th day of each month for all services furnished under this agreement during the preceding calendar month.

The parties agree that the total amount to be paid under this Contract shall not exceed **FIFTY TWO THOUSAND DOLLARS (\$52,000.00)**.