

CONTRACT DATA SHEET

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

Contractor Information	
1. Legal Name of Contractor:	University of Louisville Research Foundation
2. Address:	School of Medicine, Division of Forensic Medicine, Department of Pediatrics
3. City, State, & Zip:	Louisville, KY 40202
4. Contractor Contact Person:	Karen S Roberts
5. Phone:	502 852 8608 Email: ksrobe01@louisville.edu
6. Revenue Commission Taxpayer ID#:	[REDACTED]
7. Federal Tax ID # (SSN if sole proprietor):	[REDACTED]

Department Information	
8. Requesting Department:	LMPD
9. Contact Person Name & Telephone:	Amy McTyeire 574 7421

Contract Information	
10. Not to exceed amount:	\$ 125,000
11. Are expenses reimbursed?	No
12. If yes list allowable expenses and maximum amount reimbursable:	n/a
13. Beginning and ending date of the contract:	July 1, 2016-June 30, 2017
14. Funding Source	1101 305 2564 256464 521301 Federal Funds yes no
15. Scope & Purpose of the contract:	The purpose of this contract is for clinical forensic services in the area of pediatric forensic medicine

Authorizations	
Department Director:	[Signature] Date: 5-11-16
Purchasing Director:	[Signature] Date: 5/23/16
County Attorney:	[Signature] Date: 5/11/16
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.	

For Purchasing Use Only	
Contractor is registered and in good standing with the Revenue Commission	<input checked="" type="checkbox"/>
Human Relations Commission requirements have been met	<input checked="" type="checkbox"/>
Insurance requirements have been satisfied	<input type="checkbox"/>
If federally funded, Federal Debarment standing has been verified	N/A

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

X _____ 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).

_____ 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.


Requesting Department Director 5-11-16
Date

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


OMB/Purchasing Approval 5/23/14
Date



LOUISVILLE METRO POLICE DEPARTMENT
OFFICE OF THE CHIEF

LOUISVILLE, KENTUCKY

GREG FISCHER
MAYOR

STEVE CONRAD
CHIEF OF POLICE

3 May 2016

To: Daniel Frockt, Chief Financial Officer
From: Michael Sullivan, Deputy Police Chief
Subject: FY 2017 Professional Service Contracts

The following contracts need to be non-competitively negotiated.



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.

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633 WEST JEFFERSON STREET LOUISVILLE, KENTUCKY 40202 502.574.7660 FAX 502.574.2450



AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE METRO POLICE DEPARTMENT**, herein referred to as "**METRO GOVERNMENT**", and **THE UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC.**, a Kentucky non-profit corporation and agent of the University of Louisville ("UofL") for the receiving grants, research agreements and other sponsored agreements from external funding sources and which owns and controls intellectual property on behalf of UofL, with offices located at University of Louisville Research Foundation, Inc., Department of Pediatrics, Division of Forensic Medicine, 571 South Floyd Street, Suite 432 Louisville, Kentucky 40202, herein referred to as "**ULRF**",

WITNESSETH:

WHEREAS, the Metro Government wishes to obtain expert clinical forensic services in the area of pediatric forensic medicine; and

Whereas, Consultant will use a team consisting of forensic physicians and forensic nurses directed by a forensic pediatrician which has the experience, expertise and qualifications necessary to provide these services; and

Whereas, pursuant to KRS 45A.380, the Metro Government has determined that competition is not feasible and that this Agreement is for the services of licensed professionals:

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

I. SCOPE OF PROFESSIONAL SERVICES

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

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

C. If from time to time ULRF needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then ULRF shall notify the Louisville Metro Office of Management and Budget of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

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

1. Consultant shall provide clinical forensic services and consultation of children under the terms of this Agreement as requested by the Louisville Metro Police Department. Consultant's work product may be reviewed from time to time by the Metro Government for purposes of insuring that the services provided are within the scope of this Agreement.

Services provided shall include:

a. Examination of living persons at the request and authorization of sworn police officers concerning injuries sustained as a result of allegations of physical injury to children. Priority shall be given equally among these victims in scheduling examinations. The examination of the patient

- or records will be performed by forensic physicians or forensic nurses from Consultant.
- b. Examinations will be performed at sites appropriate for medical treatment and/or evaluation.
 - c. Examinations are provided on a daily basis. At least one member of Consultant's team shall be on call and available for consultation twenty-four (24) hours per day. Photographs and examinations will be scheduled by the Clinical Forensic Team Member as deemed necessary after phone consultation.
 - d. Clinical Forensic Medicine Team Call Schedules shall be distributed to the Louisville Metro Police Department.
 - e. Clinical Forensic Medicine Logs of monthly activities shall be provided to the Louisville Metro Police Department by the 10th day of the following month. An annual report of the activities of the Consultant shall additionally be provided to the Louisville Metro Police Department by the 10th day of the following month ending the Agreement duration.
 - f. If criminal prosecution occurs as a result of police investigation and the forensic examination, a member of the Consultant's team shall be available for consultation with prosecuting attorneys and to testify at trial, or other court proceedings related to the prosecution.
 - g. The work product or deliverables of the Consultant shall include but not be limited to the following: written reports, diagrams, and photographs, which shall be provided at LMPD's request without additional charge.
 - h. The Division of Pediatrics agrees to provide 8 hours per year education about recognition and assessment of abuse and neglect to LMPD officers at no cost to LMPD.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal to **THREE HUNDRED DOLLARS (\$300.00)** per hour billed in ¼ hour increments. Total compensation payable to Consultant for services rendered pursuant to this Agreement shall not exceed **ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000.00)**.

B. Payment shall only be made pursuant to a detailed invoice; which shall include: the name of the requester, code # if the requester is an LMPD officer, requester's employer agency and division, and a contact phone number. Invoices are to be presented monthly delivered no later than the tenth day of the month after which the service was provided, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract and the particular nature of such service. Copies of invoices or receipts for third party charges must be included with the Consultant's invoice when payment is requested. The Metro Government agrees that it shall pay for work performed during the term of this Agreement but not billed for by the ULRF until after this Agreement has ended.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

D. ULRF, to the extent that it provides the same or related services to other parties agrees that it will not charge Metro Government for services for which it is also billing other parties which are of benefit to the other parties. Should services rendered to Metro Government under this agreement be such that those services also benefit another party during the term of this agreement, ULRF agrees to pro-rate its billings to Metro Government appropriately and to provide documentation to all parties to verify

the pro-ration of such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

III. DURATION

A. This Agreement shall begin July 1, 2016 and shall continue through and including June 30, 2017.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed as invoiced by ULRF. 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 ULRF 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 ULRF to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law

principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

ULRF shall maintain during the course of the work, and retain not less than five years from the date of final payment on this Agreement, complete and accurate records of all of ULRF'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 ULRF shall include (without limitation): (a) payroll records accounting for total time distribution of ULRF's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as documentation of electronic payroll deposits, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for ULRF's stores stock or capital items; and (c) paid invoices and canceled checks (if applicable) or procurement card supporting documentation for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

ULRF, as an agent of the University of Louisville (U of L), although vested with sovereign immunity, is subject to the Board of Claims Act, KRS 44.070-44.160. Claims against ULRF relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by that Act and other applicable law, ULRF as agent for the University of Louisville, shall defend, indemnify and hold harmless the Metro Government from and against any and all claims against

the Metro Government which may result from any error or omission arising out of ULRF's performance under this Agreement.

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. ULRF agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. ULRF further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue. Metro Government acknowledges ULRF's assertion that it is a non-profit tax-exempt corporation.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth 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 ULRF, by execution of this Agreement, does hereby certify and represent that it is qualified to do business in the Commonwealth of Kentucky, has full right, power and authority to enter into this Agreement. Further, ULRF certifies that it has the authority to contract for these services with Metro Government for UofL.

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

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

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

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

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing,

or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

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

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

XI. ENTIRE AGREEMENT

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

XII. OCCUPATIONAL HEALTH AND SAFETY

ULRF agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338.

XIII. SUCCESSORS

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

XIV. SEVERABILITY

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

XV. COUNTERPARTS

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

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

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

XVIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The ULRF shall reveal any final determination of a violation by the ULRF or any subcontractor performing work under this Agreement ("Subcontractor") within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the ULRF or Subcontractor. The ULRF shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the ULRF or Subcontractor for the duration of the contract.

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

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

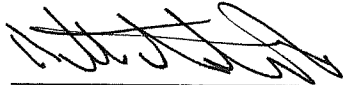


**STEVE CONRAD
CHIEF OF POLICE**

Date: 7/15/2016

*WCS
7/13/16*

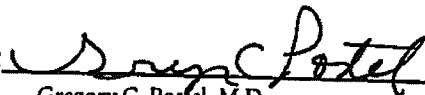
APPROVED AS TO FORM AND
LEGALITY CONTINGENT UPON
APPROVAL OF THE APPRO-
PRIATION FOR THIS CONTRACT
BY THE METRO COUNCIL



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

Date: 7/26/16

**UNIVERSITY OF LOUISVILLE RESEARCH
FOUNDATION, INC.**

By: 
Gregory C. Postel, M.D.

Title: Interim Executive Vice President for Health Affairs

Date: 6-30-16

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

Approved as to form and legality:

PROVIDER LIST

For Kosair Charities Division of Pediatric Forensic Medicine at University of Louisville

The following are individuals authorized to perform work under this agreement:

Physicians

1. Melissa L. Currie, MD
(board-certified child abuse pediatrician)
2. Lisa J. Pfitzer, MD*
(board-certified child abuse pediatrician)
3. Vinod Rao, MD^
(board-certified pediatrician, board-eligible for child abuse subspecialty)
4. Christina Howard, MD
(board-certified pediatrician, currently in fellowship training for child abuse subspecialty)
5. Brooke Jones, MD
(board-eligible pediatrician, due to begin fellowship training on 7/1/14)

*Dr. Pfitzer's last day with program 6/11/14, but she will remain available for subpoena on prior cases.

^Dr. Rao's first day with program is 7/8/14.

Nurses

6. Cynthia Curtsinger
7. Ashley DeJarnette
8. Jerri Harlen (last day with program June 27, 2014)^
9. Sue Hilburn
10. Emily Neal
11. Victoria Zelko

^Replacement for Ms. Harlen yet to be named