



**Office of Management and Budget
Division of Purchasing**

Non-Competitive Contract Request Form

Department	Public Health & Wellness	Department Contact	Briana Lyddane, Exec Admin
Contact Email	Briana.Lyddane@louisvilleky.gov	Contact Phone	502-574-6690

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)	10/07/2021	10/06/2022		

VENDOR INFORMATION

Vendor Legal Name	University of Louisville on behalf of its School of Public Health and Information Sciences				
DBA					
Point of Contact	Tina Hembree	Email	Tina.Hembree@louisville.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	\$78,642	(including reimbursement expenses, if applicable)			
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	1101	605	4126	411590	521301
Payment Rate		per hour		per day	
	\$6,553.50	per month		Other	
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.

The Louisville Metro Department of Public Health and Wellness (LMPHW) seeks to continue its ongoing relationship with the University of Louisville School of Public Health and Information Sciences (UofL SPHIS) to provide LMPHW an Academic Health Coordinator. The Academic Health Coordinator's responsibilities are broad and include responsibility for elevating the practice of LMPHW by leveraging the expertise and knowledge of research conducted in the field of public health and within UofL SPHIS to improve the health of Louisville residents, and train future public health practitioners. This includes: developing LMPHW as an academic health department, coordinating internships and practicums for graduate and undergraduate students, contributing to the public health evidence base through publication to relevant public health and practice journals, coordinating and leading the LMPHW Research Committee, and coordinating with other schools of public health and postsecondary institutions to advance the department's research agenda.

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 SPHIS is the sole source provider for the LMPHW Academic Health Coordinator. The Academic Health Coordinator serves as an appointee of UofL SPHIS. Because of the many years of partnership between LMPHW and UofL SPHIS and because of the joint working arrangement for services of the Academic Health Coordinator, UofL SPHIS is uniquely qualified to an Academic Health Coordinator to LMPHW. Dr. Linda Omer is the currently appointed Academic Health Coordinator.

Dr. Omer's annual compensation shall be \$76,500 plus fringe benefits for a total compensation package of \$96,302.50 paid by UofL. LMPHW will cover 80% of the salary and fringe costs, equaling \$78,642. UofL shall invoice monthly for \$6,553.50.

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 Sarah Moyer Date April 1, 2021
Signature Sarah Moyer

Purchasing Director Joel Neaveill Date 8/12/2021
Printed Name Joel Neaveill
DocuSigned by: Joel Neaveill
Signature Joel Neaveill
B4B46603FB3A42D...

CURRENT POSITIONS & AFFILIATIONS

Instructor

Nov 2019 – Present

Department of Health Promotion and Behavioral Sciences
School of Public Health and Information Sciences
University of Louisville, Louisville, KY

Academic Health Coordinator, Contracted

Nov 2019 – Present

Louisville Metro Public Health and Wellness
Louisville, KY

TEACHING

Mentorship

Bioengineering Master's Student: Lubna Hindi
January 2018 – December 2018

Poster: Hindi L, **Omer L**, Patel N, Tien KC, and Boyd NL. *Characterization of Cholesterol Metabolism and ER Stress Activation in a Familial Hypercholesterolemia and CRISPR-Corrected Cell Line Model*. Research Louisville Conference. Louisville, KY, 2018.

Thesis: *Restoring Cholesterol Homeostasis in Familial Hypercholesterolemia Cell Line Model*. Defended November 2019

High School Student: Kenneth C. Tien
August 2017 – December 2018

Tien KC, **Omer L**, and Boyd NL. *Localization of Mutant and Corrected LDLR in FH HLC*. Junior Science and Humanities Symposium, University of Louisville, Louisville, KY, 2019. – Placed 5th to attend National Conference in New Mexico.

Tien KC, **Omer L**, Hindi L, and Boyd NL. *Localization of Mutant and Corrected LDLR in FH Hepatocyte Like Cells*. National Junior Science and Humanities Symposium, Albuquerque, New Mexico, 2019. Honorable Mention in Poster Presentation.

Summer Medical Students: Christopher Hanson and Mohamad Lawal Hassan
May – August 2017

Individually presented research as poster presentations at local University of Louisville conferences:

Hanson CS, **Omer L**, Zheng S, Bocard B, Hassan ML, and Boyd NL. *CRISPR/Cas9 Point Mutation of Low-Density Lipoprotein Receptor to Decrease Binding Affinity to PCSK9*. Research Louisville Conference. Louisville, KY, 2017.

Guest Lectures

The Triangle of Violence and its Effects on Health. Social Justice & Louisville (IDC 101-20) at Bellarmine University, Louisville, KY (Sonja De Vries, course director). April 3, 2019

Violence and Trauma: Why is violence a public health problem? Social and Behavioral Foundations of Public Health (PHPB 300) at the University of Louisville, Louisville, KY (Susan Buchino, course director). March 5, 2019.

PUBLICATIONS

Peer-Reviewed Journal Articles

Omer L, Hudson EA, Hudgins LC, and Boyd NL. (2020) Cohort generation and characterization of patient specific familial hypercholesterolemia induced pluripotent stem cells. *Accepted with minor revisions in Hepatology Communications*.

Omer L, Hindi L, Militello G, Stivers KB, Tien KC, and Boyd NL. (2020) Familial hypercholesterolemia class II low density lipoprotein-receptor response to statin treatment. *Disease Models & Mechanisms*,13(4), dmm042911. doi: 10.1242/dmm.042911

Saforo D, **Omer L**, Smolenkov A, Barve A, Casson L, Boyd NL, Clark G, Siskind L, and Beverly L. (2019) Primary lung cancer samples cultured under microenvironment-mimetic conditions enrich for mesenchymal stem-like cells that promote metastasis. *Scientific Reports*, 9(1), 4177. doi: 10.1038/s41598-019-40519-4

Omer L, Hudson EA, Zheng S, Hoying JB, Shan Y, and Boyd NL. (2017) CRISPR correction of a homozygous low-density lipoprotein receptor mutation in familial hypercholesterolemia induced pluripotent stem cells. *Hepatology Communications*, 1(9), 886-898. doi: 10.1002/hep4.1110

Reports

Buchino S, Fosl C, Haynes L, Kinahan K, **Omer L**, and Zero D. (2019, June) *Solving Street Homelessness in Louisville, KY: Improving the Climate of Care for Individuals Experiencing Homelessness*. Louisville, KY: Commonwealth Institute of Kentucky
<https://louhomeless.org/wp-content/uploads/2019/06/Solving-Street-Homelessness-in-Louisville.pdf>

SCIENTIFIC PRESENTATIONS

Hindi L, **Omer L**, Patel N, Tien KC, and Boyd NL. *Characterization of Cholesterol Metabolism and ER Stress Activation in a Familial Hypercholesterolemia and CRISPR-Corrected Cell Line Model*. Research Louisville Conference. Louisville, KY, 2018.

Omer L and Boyd NL. *LDLR Processing Dysregulation by Statin Treatment of Class II Transport Mutant Cells*. Experimental Biology Conference. San Diego, CA, 2018.

Hanson CS, **Omer L**, Zheng S, Bocard B, Hassan ML, and Boyd NL. *CRISPR/Cas9 Point Mutation of Low-Density Lipoprotein Receptor to Decrease Binding Affinity to PCSK9*. Research Louisville Conference. Louisville, KY, 2017.

Zheng S, Bocard B, **Omer L**, and Boyd NL. *Generation of Induced Pluripotent Stem Cells from Human Blood*. Research Louisville Conference. Louisville, KY, 2017.

Omer L, Hudson EA, Zheng S, Hoying JB, and Boyd NL. *CRISPR Correction of Low-Density Lipoprotein Receptor Mutation in Homozygous Familial Hypercholesterolemia Induced Pluripotent Stem Cells*. Poster Presentation. Research Louisville Conference. Louisville, KY, 2017.

Omer L, Hudson EA, Zheng S, Hoying JB, and Boyd NL. *CRISPR Genome Editing to Correct LDLR Mutations*. Department of Biochemistry and Molecular Genetics Research Conference. Louisville, KY, 2017. **ORAL**

Omer L, Hudson EA, Zheng S, Hoying JB, and Boyd NL. *CRISPR Correction of Low-Density Lipoprotein Receptor Mutation in Homozygous Familial Hypercholesterolemia-Patient-Derived Induced Pluripotent Stem Cells Using CRISPR/Cas9 Genome Editing*. Biochemistry and Molecular Genetics Retreat. Louisville, KY, 2017. **ORAL and POSTER**

Omer L, Hudson EA, Hoying JB, and Boyd NL. *CRISPR/Cas9 Genome Editing to Repair Receptor-Mediated Endocytosis in Homozygous Familial Hypercholesterolemia Induced Pluripotent Stem Cells*. Experimental Biology Conference. Chicago, IL, 2017.

Omer L, Patel HR, Goli P, Dale JR, Beare JE, Hoying JB, McCurry TM, Grandhi TS, Rege K, and Boyd NL. *Liver Organoid Vascularization Using Adipose Microvessel Fragments*. Biofabrication Conference. Winston-Salem, NC, 2016. **ORAL and POSTER**

Omer L, Hudson EA, Patel HR, Hoying JB, and Boyd NL. *CRISPR/Cas9 Correction of Class 2 Low-Density Lipoprotein Receptor- Deficiency in Homozygous Familial Hypercholesterolemia Induced Pluripotent Stem Cells*. Research Louisville Conference. Louisville, KY, 2016.

Omer L, Piell KM, and Cole MP. *Co-treatment with Conjugated Linoleic Acid and Nitrite Mediates Protective Signaling in Aged Kidney*. Research Louisville Conference. Louisville, KY, 2014.

Thompson A, Pham C, **Omer L**, and He RL. *Serum Amyloid A May Promote Chemotaxis through Chemokine Receptors*. 14th Annual Biomedical Research Conference for Minority Students (ABRCMS). San Antonio, TX, 2014.

Thompson A, **Omer L**, and He RL. *Acute-Phase Serum Amyloid A May Induce Chemotaxis Through Chemokine Receptor Cxcr3 or Ccr1*. 13th Annual Biomedical Research Conference for Minority Students (ABRCMS). Nashville, TN, 2014.

Omer L and He RL. *Finding New Receptors for serum amyloid A*. Immunology 2013 Conference. Honolulu, HI, 2013.

Omer L, Thompson A, Pham C, and He RL. *New Receptors for Serum Amyloid A*. 42nd annual Fall Immunology Conference, American Association of Immunologists. Chicago, IL, 2013.

Thompson A, **Omer L**, and He RL. *Acute Serum Amyloid A (A-SAA) can be Considered a Chemokine*. 2013 Spring Symposium & Research Conference in STEM. Lisle, IL, 2013.

Omer L and He RL. *A-SAA Can Be Considered a Chemokine*. DTRA/NSF/NGA Algorithm Workshop. San Diego, CA, 2012.

Omer L, Edmonds P, Woolfork W, and He RL. *A-SAA Can Be Considered a Chemokine*. S.T.E.M Conference. Chicago, IL, 2012.

PROFESSIONAL ASSOCIATIONS

American Society for Biochemistry and Molecular Biology	2017-present
American Association for the Study of Liver Diseases	2017-2018
American Heart Association	2016-2017

HONORS AND AWARDS

Integrated Programs in the Biomedical Sciences (IPIBS) Graduate Fellowship University of Louisville, Louisville, KY	2013-2015
<i>Magna Cum Laude</i> Chicago State University, Chicago, IL	2011
Merit Award Chicago State University, Chicago, IL	2011
Dean's List Chicago State University, Chicago, IL	2010, 2011

ADDITIONAL TRAINING

Teaching Assistant Biochemistry I (BIOC645)
University of Louisville, School of Medicine

Fall 2014

STEM GTA Academy
University of Louisville, School of Interdisciplinary Studies

Summer 2015

SERVICE ACTIVITIES

Humana Strategic Investment Partners Summit. *A Hopeful Future*. Humana Foundation, Louisville, KY. July 8, 2019

Press Conference: *City and Coalition for the Homeless Release Study Results on Street Homelessness*. Louisville Metro Hall, Louisville, KY. June 11, 2019

COMMUNITY SERVICE

Board Member and volunteer, Guiding Light Islamic Center, Louisville, KY, 2018 - present

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** and herein referred to as “**METRO GOVERNMENT**”, and the **UNIVERSITY OF LOUISVILLE** (“**UNIVERSITY**”) by and through its **SCHOOL OF PUBLIC HEALTH AND INFORMATION SCIENCES (“ULPH”)**, 323 East Chestnut Street, Louisville, KY 40202.

WITNESSETH:

WHEREAS, the Metro Government desires to employ an Academic Health Coordinator (“Coordinator”); and

WHEREAS, the parties desire to enter into a joint working arrangement for the services of Coordinator; 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, Linda Omer is employed by University and has the requisite qualifications and experience of a Coordinator; 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 Linda Omer shall be appointed as Coordinator as of the effective date of this Agreement.
- B.** University agrees as follows:
 - 1. Coordinator’s responsibilities and duties, as Coordinator, shall include, but not be limited to, the following:
 - a. Elevating the practice of LMPHW by leveraging expertise and knowledge of the research conducted in the field of public health and within U of L to improve the health of Louisville Residents and train future public health practitioners;
 - b. Developing LMPHW as an academic health department;

- c. Coordinating internships and practicums for undergraduate and graduate students;
 - d. Contributing to the public health evidence base through publication to relevant public health and practice journals;
 - e. Coordinate and lead the LMPHW research committee;
 - f. Coordinate with other schools of public health and postsecondary institutions to advance the LMPHW research agenda.
2. Coordinator, as a faculty member of University, shall have the following responsibilities and duties:
 - a. ULPH Chair and Dean shall determine the duties of Coordinator to University; and

C. ACCOUNTABILITY OF THE COORDINATOR

1. Coordinator shall be a ULPH employee assigned to the LMPHW; and
2. With regard to Coordinator's responsibilities to ULPH, Coordinator will be accountable to the appropriate Dean.

II. FEES AND COMPENSATION

A. The Metro Government shall contribute to ULPH a portion of the Coordinator's compensation (said compensation, payable to Coordinator by ULPH, being **NINETY EIGHT THOUSAND THREE HUNDRED TWO DOLLARS AND FIFTY CENTS (\$98,302.50)** which sum includes the cost of fringe benefits), and shall provide payment to ULPH on a monthly basis after receipt of a detailed invoice from University. The Metro Government's contribution to Coordinator's compensation shall be **SIXTY ONE THOUSAND TWO HUNDRED DOLLARS (\$61,200.00)** as salary and **SEVENTEEN THOUSAND FOUR HUNDRED FORTY TWO DOLLARS (\$17,442.00)** for fringe benefits.

ULPH shall generate a University paycheck to Coordinator. ULPH further agrees that Coordinator 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 Coordinator position. ULPH shall then solely determine the employee's wage and duties.

In the event that ULPH terminates Coordinator, 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 a Coordinator terminates employment with ULPH for any reason or if Metro Government is unable to directly hire a Coordinator that has been terminated by ULPH (as outlined above), the parties will work together to identify, recruit and hire a replacement Coordinator that is satisfactory to both parties (provided that no payments shall be due under this Agreement from Metro Government during the period when the Coordinator position is vacant).

Total annual payments to ULPH by Louisville Metro under this Agreement shall not exceed **SEVENTY EIGHT THOUSAND SIX HUNDRED FORTY TWO DOLLARS (\$78,642.00)**, which amount reflects Louisville Metro's obligation to pay to University the amount of the Coordinator's salary and fringe benefits provided by ULPH.

B. The Metro Government shall reimburse 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 October 7, 2021 and shall continue through and including October 6, 2022.

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.

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 Coordinator, 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, Coordinator, 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.

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

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

XVIII. MISCELLANEOUS 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 Coordinator 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:**

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

DocuSigned by:
Paul Rutherford
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

DocuSigned by:
Sarah Moyer
DR. SARAH S. MOYER
DIRECTOR, DEPARTMENT FOR PUBLIC
HEALTH AND WELLNESS

Date: 8/25/2021

Date: 9/13/2021

UNIVERSITY OF LOUISVILLE

Lori Stewart Gonzalez

LORI STEWART GONZALEZ
PROVOST

Date: 9/10/2021

Recommended by:

By: _____

Title: _____

Date: _____