



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

Department	Public Health & Wellness	Department Contact	Briana Forsythe
Contact Email	briana.forsythe@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)	09/04/2018	08/30/2019		

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 223	Phone		
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	\$87,380		(including reimbursement expenses, if applicable)		
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	1101	605	4126	411590	521344
Payment Rate		per hour		per day	per service
	\$7281.67	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.

Louisville Metro Government (LMG) desires to employ Dr. Billie Castle as the Academic Health Coordinator 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 Academic Coordinator's annual compensation shall be \$68,000 plus fringe benefits for a total compensation package of \$87,380 paid by UofL. LMG will contribute \$87,380 for salary & fringe to UofL. UofL shall invoice monthly for \$7281.67.


The Academic Health Coordinator's responsibilities are broad and include responsibility for elevating the practice of LMPHW by leveraging the expertise and knowledge of the research conducted in the field of public health and within the University of Louisville 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, contribute to the public health evidence base through publication to relevant public health and practice journals, coordinate and lead the LMPHW research committee, coordinate with other schools of public health and postsecondary institutions to advance the department's research agenda.

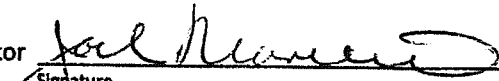
JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

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 is the sole source provider for the LMPHW Academic Health Coordinator. The Academic Health Coordinator serves as an appointee of the School of Public Health and Information Sciences. Because of the many years of partnership with LMPHW and because of the joint working arrangement for services of the Academic Health Coordinator, UofL is uniquely qualified to provide a Academic Health Coordinator to LMG.

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  Date 9-11-18
Signature
Sarah Moyer
Printed Name

Purchasing Director  Date 9/28/18
Signature
Joel Neavell
Joel Neavell

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")**, 485 East Gray 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, Billie F. Castle 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 Billie F. Castle 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 the Coordinator's compensation (a sum of **EIGHTY SEVEN THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$87,380.00)**), and shall provide payment to ULPH on a monthly basis after receipt of a detailed invoice from University. The parties agree that the Coordinator's annual compensation shall be **EIGHTY SEVEN THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$87,380.00)** to be paid by ULPH; said compensation includes **SIXTY EIGHT THOUSAND DOLLARS (\$68,000.00)** as salary and **NINETEEN THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$19,380.00)** 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 **EIGHTY SEVEN THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$87,380.00)**, 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 September 4, 2018 and shall continue through and including August 30, 2019.

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



MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY




DR. SARAH S. MOYER
DIRECTOR, DEPARTMENT FOR PUBLIC
HEALTH AND WELLNESS

Date: 10/8/19

Date: 1-9-19

UNIVERSITY OF LOUISVILLE



Beth A. Boehm
Executive Vice President and University Provost

Date: 12/3/2018