

RESOLUTION NO. 072, SERIES 2018

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED PROFESSIONAL SERVICE CONTRACT - (UNIVERSITY OF LOUISVILLE - \$51,078.60).

Sponsored By: COUNCIL MEMBER MARIANNE BUTLER

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

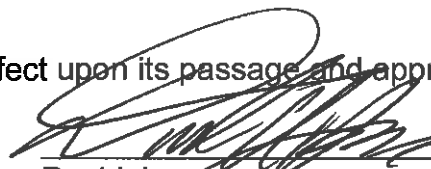
SECTION I: The following appropriation for the listed contract is hereby approved:


DEPARTMENT OF PUBLIC HEALTH AND WELLNESS

\$51,078.60 for a Professional Service Contract with the University of Louisville for services of a Laboratory Director for Public Health and Wellness from October 1, 2017 through September 30, 2018.

SECTION II: This Resolution shall take effect upon its passage and approval.

  
H. Stephen Ott  
Metro Council Clerk

  
David James  
President of the Council

  
Greg Fischer  
Mayor

5/29/18  
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell  
Jefferson County Attorney



BY: 



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

Department	Public Health and Wellness	Department Contact	Briana Forsythe
Contact Email	briana.forsythe@louisvilleky.gov	Contact Phone	502-758-4512

Contract Type: check one	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	<input checked="" type="checkbox"/>			
Sole Source (goods/services)	<input checked="" type="checkbox"/>			
Requested Contract Dates (MM/DD/YYYY)	<b>Start</b>	<b>End</b>		
	10/01/2017	09/30/2018		

**VENDOR INFORMATION**

Vendor Legal Name	University of Louisville Division of Infectious Diseases				
DBA					
Point of Contact	Emily Just	Email	emily.just@louisville.edu		
Street					
Suite/Floor/Apt	501 E. Broadway, Suite 100	Phone	502-852-3836		
City	Louisville	State	KY	Zip Code	40202
Federal Tax ID#		SSN# (if sole proprietor)			
Louisville Revenue Commission Account #					
<u>Human Relations Commission Certified Vendors</u>	<input type="checkbox"/> Certified Minority Owned Business	<input type="checkbox"/> Certified Woman Owned business	<input type="checkbox"/> Disabled Owned business		
Select if applicable					

**FINANCIAL INFORMATION**

Not to Exceed Contract Amount	<b>\$51,079</b>		(including reimbursement expenses, if applicable)		
Fund Source: General Fund	<input checked="" type="checkbox"/>				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	1101	605	4130	411401	521344
Payment Rate		per hour		per day	per service
	\$4,256.51	per month		Other	
Payment Frequency	<input checked="" type="checkbox"/>	Monthly	Upon Completion / Delivery		
	<input checked="" type="checkbox"/>	Quarterly	Other		



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

**CONTRACT SCOPE and PURPOSE** (Attach additional documentation if necessary)

**Amendments:** Describe the circumstances under which a time extension or scope change is needed.

**New:** Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

Louisville Metro Department of Public Health and Wellness operates a public health laboratory and a few clinical laboratories and is in need of a qualified Laboratory Director to oversee the lab's operations for 20 hours per week. The Lab Director will perform all duties as outlined in Exhibit A which includes, but is not limited to the following: carry out the responsibilities established by the Clinical Laboratory Improvement Amendments (CLIA); ensure the proper operation of the lab including development and implementation of a sustainable business plan; ensure that the physical plant and environmental conditions are appropriate for the testing performed; and ensure testing systems provide quality lab services for pre-analytic, analytic, and post-analytic phases of testing.

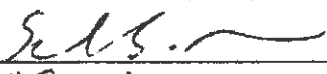
**JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE** (Attach additional documentation if necessary)

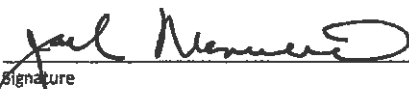
Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

The University of Louisville employs Dr. Leslie Wolf full time as a Clinical Assistant Professor. Dr. Wolf has served as the LMPHW Lab Director since July 2013, and we want to contract with the University of Louisville for 20 hours of Dr. Wolf's time per week. Dr. Wolf's laboratory expertise is unparalleled, as is her experience running LMPHW's lab. UofL is uniquely qualified to provide Dr. Leslie Wolf as the LMPHW Lab Director because UofL is the sole source employer of Dr. Leslie Wolf.

The Lab Director's annual compensation shall be \$79,500 plus fringe benefits for a total compensation package of \$102,157 paid by UofL. Metro Government will contribute \$51,078.60 for salary to UofL. UofL shall invoice monthly for \$4,256.55.

**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 12-21-17  
 Signature  
 Printed Name Sarah Moyer

Purchasing Director  Date 2/21/18  
 Signature  
 Joel Neaveill

#### Exhibit A - Lab Director Scope of Work

- Carry out the responsibilities established by the Clinical Laboratory Improvement Amendments (CLIA) that can only be assumed by a qualified laboratory director.
- Represent the LMPHW with other agencies and programs such as the Kentucky State Laboratory, Region 6 Emergency Response District, and the Louisville Metro Medical Subgroup Emergency Response subcommittee.
- Function as the Laboratory Director for the Specialty Clinic and other small clinic laboratories that operate under a separate CUA certificate from the 430 East Gray Laboratory.
- Ensure the proper operation of the laboratory; including the development and implementation of a sustainable business plan. Be accessible to the lab to provide onsite, telephone or electronic consultation as needed.
- Ensure that the physical plant and environmental conditions are appropriate for the testing performed.
- Ensure the environment for employees is safe from physical, chemical, and biological hazards and that safety and biohazard requirements are followed.
- Establish and participate on a performance improvement committee and a safety committee which meet monthly, at a minimum.
- Ensure testing systems provide quality lab services for pre-analytic, analytic, and post-analytic phases of testing.
- Establish a performance improvement program to include employee health and safety, pre-post analytical evaluations, quality control practices, proficiency evaluations, corrective actions, environmental assessments and other monitors consistent with CUA.
- Ensure test methods selected have the capability of providing quality results.
- Ensure verification procedures used are adequate to determine accurate precision, and other pertinent performance characteristics of the method.
- Ensure that reports of test results include pertinent information required for interpretation.
- Ensure that consultation is available to the lab's clients on matters relating to the quality of the test results reported and their interpretation concerning specific tests.
- Ensure that an appropriate procedure manual is available and routinely updated to reflect procedures based on best practice and changes in the field.
- Ensure that prior to testing patients' specimens, all personnel have the appropriate

education and experience, and receive the appropriate training for the type and complexity of services offered, and have demonstrated that they can perform all testing operations reliably to provide and report accurate results.

- Ensure that lab personnel are performing the test methods as required for accurate and reliable results.
- Ensure that policies and procedures are established for monitoring individuals who conduct pre-analytical, analytical and post-analytical phases of testing to verify that they maintain competency.
- Ensure that the lab is enrolled in a proficiency testing (PT) program.
- Ensure that PT results are returned on time to the PT program.
- Ensure that PT samples are tested in the same manner as patient samples.
- Ensure that quality control and quality assurance programs are established and maintained to identify failures in quality as they occur.
- Ensure the establishment and maintenance of acceptable levels of analytical performance for each test system.
- Ensure that remedial actions are taken and documented whenever any deviations from the lab's established performance characteristics are identified and patient test results are correctly reported.

## **Curriculum Vitae**

Leslie A. Wolf  
lesliewolf8@gmail.com

### **Education**

1996 Ph.D. Immunology and Microbiology, University of Colorado Health Sciences Center, Denver, CO

1990 B.S. Microbiology, University of Kentucky, Lexington, KY

### **Certifications**

July 2003-present High Complexity Laboratory Director, American Board of Bioanalysis, with a specialty in Molecular Diagnostics

### **Positions Held**

December 2016-present Clinical Assistant Professor/Laboratory Director, University of Louisville Department of Medicine, Division of Infectious Diseases, Infectious Diseases Laboratory, Louisville, KY

July 2013-present Laboratory Technical Director, Louisville Metro Public Health and Wellness Laboratory, Louisville, KY

October 2012-October 2016 Laboratory Director, Galaxy Diagnostics, Inc, Research Triangle Park, Durham, NC

August 2006-June 2012 Laboratory Director, North Carolina State Laboratory of Public Health, Raleigh, NC

July 2005-July 2006 Acting Laboratory Director, North Carolina State Laboratory of Public Health, Raleigh, NC

November 2002-July 2009 Assistant Public Health Laboratory Director, North Carolina State Laboratory of Public Health, Raleigh, NC

October 1999-November 2002 Public Health Scientist, North Carolina State Laboratory of Public Health, Raleigh, NC

September 1997- September 1999 CDC/APHL Emerging Infectious Disease Postdoctoral Research Fellow, 1997-1999, North Carolina State Laboratory of Public Health, Raleigh, NC.

September 1995-August 1997 Research Associate, North Carolina State University, Raleigh, NC

### **Supervisory Experience**

January 2003-March 2012 Laboratory Director for over 40 local health department laboratories on umbrella CLIA certificates (limited public health, moderate complexity testing)

November 2002-July 2009  
Supervisor of eight Unit managers (Cancer Cytology, Environmental Sciences, Laboratory Improvement, Microbiology, Newborn Screening/Clinical Chemistry, Virology/Serology, Molecular Diagnostics/Epidemiology, Quality Assurance)

July 2005-June 2012  
Supervisor of eight positions (Assistant Laboratory Director, Assistant Director for Operations, Bioterrorism/Emerging Pathogens Manager, Chemical Terrorism Manager, Environmental Sciences Manager, Quality Assurance Manager, Executive Assistant, and Receptionist)

September 2002-July 2004  
Mentor to an Emerging Infectious Disease Training Fellow in molecular diagnostic and molecular epidemiology research projects

July 2001-November 2002  
Manager of PulseNet laboratory and technical consultant to Laboratory Medical Specialist performing PFGE on enteric pathogens

**Professional Activities**

Western Institutional Review Board  
Local Member Representative of IBC to provide laboratory biosafety expertise for clinical trials, 2017.

Mentor, MPH Practicum Projects  
Provided oversight and direction for one UK College of Public Health MPH candidate to perform an assessment of local OB/GYN providers' level of knowledge regarding risk of lead exposure in pregnancy, 2017-2018. Provided oversight and direction for one U of L School of Public Health and Information Sciences MPH candidate to perform a retrospective epidemiologic review of active TB cases in Jefferson County, 2015-2016.

Grant Manager, Association of Public Health Laboratories grant entitled "Expanded Access to Interferon Gamma Release Assays", January 2016 through July 2016. Project funded to implement IGRA testing at the main Laboratory to support the Regional TB Clinic both within the Louisville Metro Public Health and Wellness Department.

Local Laboratory Director Committee Member, Association of Public Health Laboratories (APHL), 2015-2017. Participate in monthly conference calls, attend in person meeting and plan for sessions at the APHL annual meetings, as well as serve as speaker and moderator for a variety of sessions.

Laboratory Systems Improvement Project (L-SIP) Coordinator, Louisville Metro Public Health and Wellness Department, January 2015-June 2015. Lead the L-SIP team to prepare for public health laboratory system assessment based on toolkit provided by the Association of Public Health Laboratories (APHL).

- Laboratory Systems Improvement Project (L-SIP) Coordinator, North Carolina State Laboratory of Public Health (NCSLPH), June 2014-December 2015. Lead the L-SIP team to prepare for public health laboratory system assessment based on toolkit provided by the Association of Public Health Laboratories (APHL).
- Food Safety Committee Member, Association of Public Health Laboratories (APHL), 2006-2012. Participate in monthly conference calls, attend in person meeting and plan for sessions at the APHL annual meetings, as well as serve as speaker and moderator for a variety of sessions.
- Council to Improve Foodborne Outbreak Response (CIFOR) Member, 2009-2012. Represent the Association of Public Health Laboratories, serving on various workgroups including development of Toolkit to disseminate "Guidelines to Improve Foodborne Outbreak Response" published in 2009, a law project and development of guidelines for outbreaks of unknown etiologies.
- Consultant, Association of Public Health Laboratories Global Public Health Program, 2008-2011. Provide on-site and remote mentoring and guidance for quality assurance, biosafety, and molecular assay development for twinning project with the National Public Health Reference Laboratory, Georgetown, Guyana.
- Principal Investigator, Association of Schools of Public Health grant entitled "Pathways to Public Health", January 2010 through December 2010. Project funded paid student internships through a competitive selection process of rising juniors and seniors at North Carolina State University. Research projects were provided in four distinct laboratory areas for an eight week internship for four students in summer 2010.
- Principal Investigator, Association of Public Health Laboratories and CDC grant "DNA-Based Subtyping of *Listeria monocytogenes*", 2003-2009. Project funded one Medical Laboratory Specialist to develop a multi-locus variable number tandem repeat analysis method to augment the PulseNet gold-standard method of pulsed-field gel electrophoresis. A publication resulted from this project in the *Journal of Clinical Microbiology*.
- Guest Lecturer, North Carolina State University, Department of Microbiology, Global Public Health course, Fall 2010 and Fall 2011. Provided overview of State Laboratory of Public Health and global public health laboratory project with Guyana.
- Guest Lecturer, One Health Intellectual Exchange (a collaborative effort with North Carolina State University, University of North Carolina at Chapel Hill and Duke University) about the role of the public health laboratory in foodborne disease investigation and surveillance at state and federal levels during a session entitled "Ensuring National & International Food Safety," March 2011



Host/Facilitator, March 15-16, 2007, Raleigh, NC, for a workshop entitled "Public Health Laboratories with CLIA Multi-site Certificates." The purpose was to share best practices among nine states and subject matter experts from APHL and CDC regarding use of the limited public health testing certificate in local public health departments. Meeting resulted in a white paper entitled "Multi-site CLIA Certificate Programs: Laboratory Practices for Limited Public Health Testing" in August 2007.

## Publications

S. Marimuthu, J.T. Summersgill, K. Ghosh, and L. A. Wolf. Preliminary Evaluation of an *lytA* PCR Assay for Detection of *Streptococcus pneumoniae* in Urine Specimens from Hospitalized Patients with Community-Acquired Pneumonia. The University of Louisville *Journal of Respiratory Infections* 2017, Volume 1 (4), Article 5.

L. A. Wolf, N.A. Cherry, R. G. Maggi, E. B. Breitschwerdt. In Pursuit of a Stealth Pathogen: Laboratory Diagnosis of Bartonellosis. *Clinical Microbiology Newsletter* March 1 2014, p. 33-39.

W.A. Gebreyes, S. Thakur, P. Dorr, D.A. Tadesse, K. Post, L. Wolf. Occurrence of *spvA* Virulence Gene and Clinical Significance for Multidrug-Resistant *Salmonella* strains. *Journal of Clinical Microbiology* March 2009, p. 777-780.

K.E. Volpe Sperry, S. Kathariou, J.S. Edwards, L.A. Wolf. Multiple-Locus Variable-Number Tandem-Repeat Analysis as a Tool for Subtyping *Listeria monocytogenes* Strains. *Journal of Clinical Microbiology* April 2008, 46(4): 1435-1450.

MacDonald PDM, Torok MR, Maillard J, Salyers M, Wolf LA, Nelson AL. Knowledge and practice of foodborne disease clinical specimen testing and reporting in North Carolina. *NC Med J.* 2007;68:305-311.

C. Woods, D. Murdoch, M. Zimmerman, W. Glover, B. Basnyat, L. Wolf, R. Belbase, L.B. Reller. "Emergence of *Salmonella enterica* serotype Paratyphi A as a major cause of enteric fever in Kathmandu, Nepal," *Transactions of the Royal Society of Tropical Medicine and Hygiene*, Nov. 2006 100(11):1063-7.

C. Pilcher S. Fiscus, T. Nguyen, E. Foust, L. Wolf, D. Williams, R. Ashby, J Owen-O'Dowd, J.T. McPherson, B. Stalzer, L. Hightow, W. Miller, J. Eron, M. Cohen, P. Leone. "Detection of Acute Infections during HIV Testing in North Carolina," *The New England Journal of Medicine*, May 5, 2005, 352(18): 1873-1883.

Outbreaks of *Salmonella* serotype Enteritidis Infection Associated with Eating Shell Eggs---United States, 1999-2001, *MMWR*, January 3, 2003, 51(51): 1149-1152.

L.Wolf, T. McPherson, B.Harrison, B. Engber, A. Anderson and P. Whitt. "Prevalence of *Ehrlichia oswaldi* in *Amblyomma americanum* in North Carolina," *Journal of Clinical Microbiology*, 2000, 38(7): 2795.

L.A. Wolf and S.M. Laster. "Characterization of arachidonic acid-induced apoptosis," *Cell Biochemistry and Biophysics*, 1999, 30(3): 353.

M. Coulombe, H. Yang, L.A. Wolf and R.G. Gill. "Tolerance to antigen-presenting cell-depleted islet allografts is CD4 T cell dependent," *Journal of Immunology*, 1999, 162: 2503-2510.

L.A. Wolf, M. Coulombe and R. G. Gill. "Donor antigen-presenting cell-independent rejection of islet xenografts," *Transplantation*, 1995, 60(10): 1164

R.G. Gill and L. Wolf. "Immunobiology of cellular transplantation," *Cell Transplantation*, 1995, 4(4): 361-370.

L. Wolf and R.G. Gill. "Xenoreactive T-cell lines initiate pancreatic islet xenograft destruction in vivo," *Transplantation Proceedings*, 1993, 25(1): 440.

### **Poster Presentations**

Association of Public Health Laboratories Annual Meeting, June 2017, Providence, RI. "Expanding Mosquito Surveillance in Louisville Metro, 2016." Leslie A. Wolf, R. Rochelle Ransom, R. Matthew Vanderpool.

Association of Public Health Laboratories Annual Meeting, June 2016, Albuquerque, NM. "Evaluation of reflex HIV 4<sup>th</sup> generation testing after rapid oral fluid HIV 1/2 testing for a local health department," Leslie A. Wolf, Jennifer A. Hong, Ian Santisteban, Cindy Maiorella, Teresa Fields, Matthew Johnson, and Ranjana Arora.

Association of Public Health Laboratories Annual Meeting, June 2016, Albuquerque, NM. "Review of Clinical and Non-clinical Features of Active TB Cases 2012-2014, Jefferson County, KY," Sadaf J. Warraich, Sandra Melendez, Maura E. Murphy, and Leslie A. Wolf.

Infectious Disease Society of America, September 2004, Boston, MA. "Genetic Diversity of *Salmonella Enterica* Serotype Typhi and *Salmonella Enterica* Serotype Paratyphi from Nepal", Woods CW, Murdoch DR, Zimmerman MD, Glover WA, Wolf L, Belbase RH, Reller LB.

American Society for Microbiology, May 2004, New Orleans, LA. "*Borrelia lonestari glpQ* gene detected in *Amblyomma americanum* ticks from southeastern Missouri and North Carolina," M. Pilgard, R. Bacon, R. Gilmore, L. Wolf, B. Engber, J. Piesman, M. Quintana, B. Johnson.

Association of Public Health Laboratories, Infectious Disease Conference, March 2003. Denver, CO, "Characterization of North Carolina *Bordetella pertussis* strains by pulsed-field gel electrophoresis: 2000-2002," WA Glover, S Reid, LA Wolf.

International Emerging Infectious Disease Conference, March 2002. Atlanta, GA, "Molecular epidemiology of *Salmonella enteritidis* infections in North Carolina 2001," LA Wolf, B Jenkins, DG Briggs.

American Society for Microbiology, May 2001, Orlando, FL. "The use of PFGE analysis in *Shigella sonnei* outbreak investigations," LA Wolf, B Jenkins.

International Emerging Infectious Disease Conference, July 2000. Atlanta GA, "*Salmonella javiana*: an emerging serotype in NC," LA Wolf, B Jenkins.

### **Awards**

May 2008

December 2004

APHL Emerging Leader Award

Outstanding Leadership Project Award, SEPHLI

April 2002  
1991-1994  
1990-1991

1987-1990  
1986-1987

PulseNet PulseStar Award  
National Science Foundation Graduate Fellowship  
University of Colorado Health Sciences Center Doctoral  
Fellowship  
Academic Excellence Scholarship  
Commonwealth Scholarship

### Training

June 2008

APHL Public Health Laboratory Director Orientation,  
Atlanta, GA

May 2007

APHL Legislative Policy Workshop, Washington D.C.

October 2006

National Response Plan (NRP): An Introduction, ICS 800

April 2006

Advanced Incident Command System, ICS 400

February 2006

Intermediate Incident Command System, ICS 300

September 2005

National Incident Management System (NIMS): An  
Introduction, ICS 700

August 2005

Basic Incident Command System, ICS 200

May 2005

Introduction to Incident Command System, ICS 100 for  
Federal Disaster Workers

December 2003-2004

Southeastern Public Health Leadership Institute

January 2003/July 2003

CEQ 8000 Genetic Analysis System Training

September 2002

Methods for STEC Surveillance, Atlanta, GA

August-October 2002

Supervision for Managers and Professionals, Personnel  
Development Center, Raleigh, NC

July 2001

BioNumerics Software Training, CDC, Atlanta, GA

January 2001

NucliSens Basic Kit, Organon Teknika Corp., Durham,  
NC

July 1999

Standardized Molecular Subtyping of Foodborne  
Bacterial Pathogens, CDC, Atlanta, GA

April 1999

Arboviral Diagnostic Techniques, CDC, Fort Collins, CO

## **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** herein referred to as "**METRO GOVERNMENT**", and the **UNIVERSITY OF LOUISVILLE DIVISION OF INFECTIOUS DISEASES ("UNIVERSITY")**, 501 East Broadway, Suite 100, Louisville, KY 40202.

### **WITNESSETH:**

**WHEREAS**, the Metro Government desires to employ a Laboratory Director ("Director"); and

**WHEREAS**, the parties desire to enter into a joint working arrangement for the services of Director; and

**WHEREAS**, pursuant to K.R.S. 45A.380 the Metro Government has determined that competition is not feasible and that this Agreement is for the services of a professional; and

**WHEREAS**, Dr. Leslie Wolf is employed by the University pursuant to an employment contract (the "Employment Contract") and has the requisite qualifications and experience; and

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

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

**I. SCOPE OF PROFESSIONAL SERVICES**

A. The parties agree that Dr. Leslie Wolf shall be appointed as Director as of the effective date of this Agreement.

B. University agrees as follows:

1. Director's responsibilities and duties as Director of the LMPHW Laboratory will be decided by the LMPHW Health Director.

**C. ACCOUNTABILITY OF THE DIRECTOR**

1. Director shall be a University employee assigned to the LMPHW part time; and
2. With regard to Director's responsibilities to University, Director will be accountable to the appropriate Dean.

## II. FEES AND COMPENSATION

A. The Metro Government shall contribute to University one half of the Director's compensation (a sum of **THIRTY NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$39,750)**), and shall provide payment to University on a monthly basis after receipt of a detailed invoice from University. The parties agree that the Director's annual compensation shall be **SEVENTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$79,500)** which shall be paid by U of L.

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

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

In the event that University terminates Director, University 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 University employee. The Metro Government shall then solely determine the employee's wage and duties.

In the event a Director terminates her employment with University for any reason or if Metro Government is unable to directly hire a Director that has been terminated by

University (as outlined above), the parties will work together to identify, recruit and hire a replacement Director that is satisfactory to both parties (provided that no payments shall be due under this Agreement from Metro Government during the period when the Director position is vacant).

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

The Metro Government shall contribute to University upon receipt of an invoice for same **ELEVEN THOUSAND THREE HUNDRED TWENTY EIGHT DOLLARS AND FIFTY CENTS (\$11,328.50)** toward payment of Director's fringe benefits.

Total annual payments to University by Louisville Metro under this Agreement shall not exceed **FIFTY ONE THOUSAND SEVENTY EIGHT DOLLARS AND SIXTY CENTS (\$51,078.60)**, which amount reflects Louisville Metro's obligation to pay one half of the Director's salary and its contribution toward payments of Director's fringe benefits provided by University.

**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, 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 1, 2017 and shall continue through and including September 30, 2018.

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

**C.** In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to University of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

**IV. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause University to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its

performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

**V. RECORDS-AUDIT**

University shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of University's costs which are chargeable to the Metro Government under this Agreement.

**VI. DEFENSE AND INDEMNITY**

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

**VII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. University agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. University further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

**VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this



Agreement, the Parties agree that the venue shall be Franklin Circuit Court, Frankfort, Kentucky.. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

**IX. AUTHORITY**

The University, by execution of this Agreement, does hereby certify and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

**X. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

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

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

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

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to

involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

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

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

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

#### **XI. ENTIRE AGREEMENT**

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

**XII. SUCCESSORS**

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

**XIII. SEVERABILITY**

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

**XIV. COUNTERPARTS**

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

**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 Director of that Department or his designee.

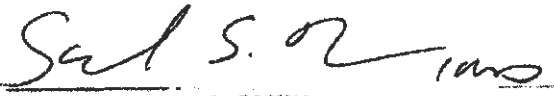
The University shall reveal any final determination of a violation by the University or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the University or subcontractor. The University shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the University or subcontractor for the duration of the contract.

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

**APPROVED AS TO FORM AND  
LEGALITY CONTINGENT UPON  
METRO COUNCIL APPROVAL  
OF THE APPROPRIATION FOR  
THIS AGREEMENT:**

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

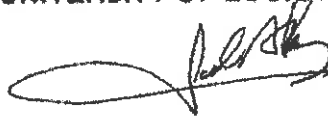
**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

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

Date: 3 4-11-18

Date: \_\_\_\_\_

UNIVERSITY OF LOUISVILLE



Julio Ramirez  
Chief, Division of Infectious Diseases

Date: 3/24/18

Health Department - PSC with University of Louisville Division of Infectious Diseases for Payment of the Salary of the LMPHW Lab Director 022218.doc - [pr]