

AGREEMENT FOR SOLE SOURCE PURCHASE

THIS CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE METRO DEPARTMENT OF PUBLIC HEALTH AND WELLNESS**, herein referred to as “**METRO GOVERNMENT**”, and **ORGANIZATIONAL WELLNESS AND LEARNING SYSTEMS, INC. (“CONSULTANT”)**, with offices located at 3200 Riverfront, Suite 102, Fort Worth, Texas 76107,

WITNESSETH:

WHEREAS, the Metro Government wishes to purchase services to build a comprehensive employee wellness system within LMPHW and facilitate replication of that system throughout the Metro Government; and

WHEREAS, the Contractor has been determined by the Metro Government to be a sole source to provide same,

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

I. SCOPE

A. The services of Contractor shall include but not be limited to those described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. The Metro Government shall pay Contractor for services provided as described on Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out of pocket expenses, shall not exceed **FIFTY THREE THOUSAND FOUR HUNDRED DOLLARS (\$53,400.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours

expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Contractor's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Contractor's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Contractor shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. 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.

III. DURATION

A. This Agreement shall begin March 1, 2018 and shall continue through and including March 1, 2019.

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

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed 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 Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. RECORDS-AUDIT

Contractor 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 Contractor's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

V. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Contractor in accordance with Attachment ~~8~~ attached hereto.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Contractor agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's subcontractors if any) performance or breach of the contract provided that such claim,

damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

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. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor 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 the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. 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 Contractor, by execution of this Agreement, does hereby warrant and represent that he 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.

XII. 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. In the event of a conflict between the terms of this Agreement and the terms in any of the Attachments, this Agreement shall govern.

XIII. SUCCESSORS

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

XIV. SEVERABILITY

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

XV. COUNTERPARTS

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

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

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

XVIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Contractor shall reveal any final determination of a violation by the Contractor 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 Contractor or subcontractor. The Contractor

shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

XIX. MISCELLANEOUS

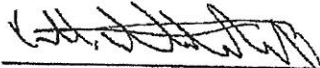
The Metro Government and Contractor agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 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.

Contractor 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.

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

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

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

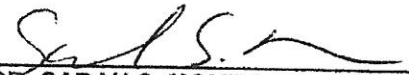

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 1/11/17


JOEL NEAVEILL, DIRECTOR, PURCHASING
DEPARTMENT

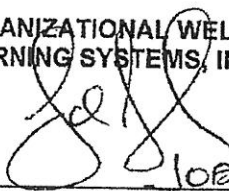
Date: 2/21/18

DEPARTMENT OF PUBLIC HEALTH
AND WELLNESS


DR. SARAH S. MOYER, MD, MPH
DIRECTOR, DEPARTMENT OF
PUBLIC HEALTH AND WELLNESS

Date: 2-20-18

ORGANIZATIONAL WELLNESS AND
LEARNING SYSTEMS, INC.

By:  JOEL BENNETT

Title: PRESIDENT

Date: 1/16/2018

To: 
(TI 

Louisville/Jefferson County

Reve 
No.: 

Louisville Metro Public Health and Wellness
Louisville / Jefferson County Metro Government
September, 2017



DEPARTMENT OF
**PUBLIC HEALTH
AND WELLNESS**



Submitted by:
Joel Bennett
President
owls@organizationalwellness.com

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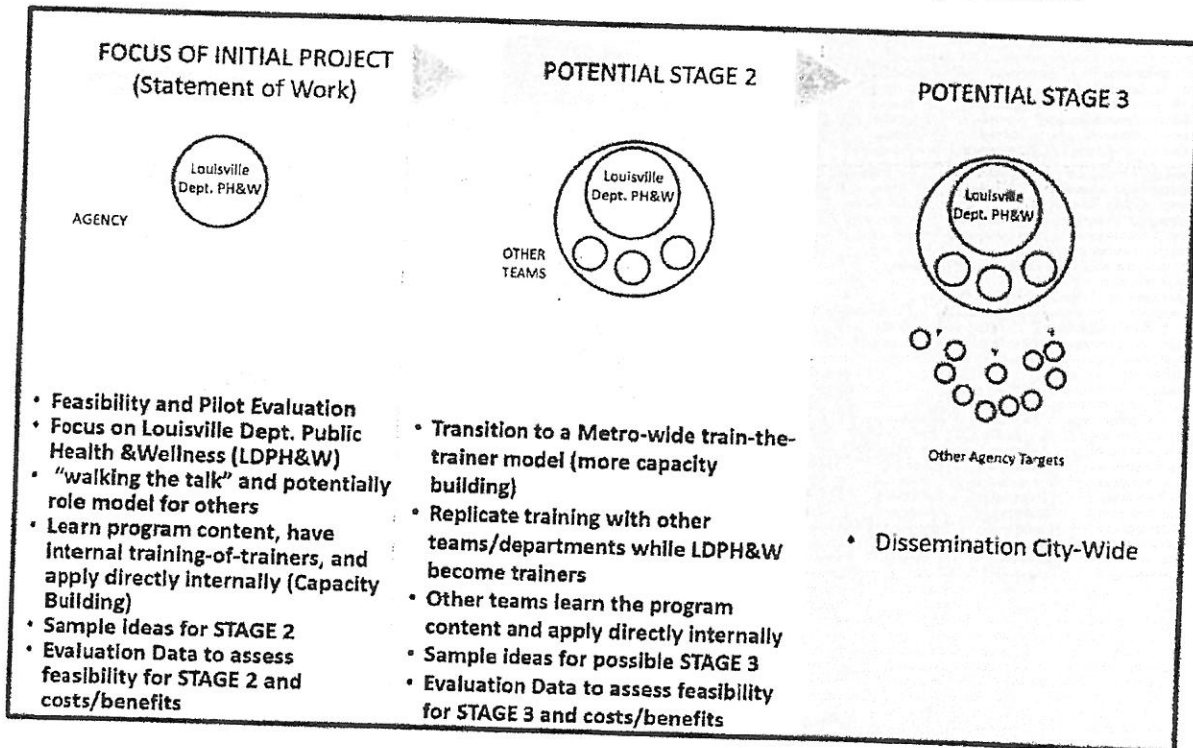
"A small body of determined spirits fired by an unquenchable faith in their mission can alter the course of human history." Mahatma Gandhi



OVERVIEW

This proposal is for the development, implementation, and evaluation of a pilot program and training-of-trainers that will help LouisvilleMetroPublic Health & Wellness (LMPHW) achieve two inter-related goals.

- (1) **GOAL 1: GROW/INTERNAL ENGAGEMENT & WELL-BEING:** LMPHW directly receives and also learns tools (via train-the-trainer) to improve employee well-being, emotional health, and an overall culture that engages employees in their well-being and leveraging resources (e.g., Employee Assistance) to improve such well-being; this goal includes targeting longer-term outcomes for reduced health care costs and inclusion of prevention of a prescription drug misuse module.
- (2) **GOAL 2: EVALUATION/TRAINING-OF-TRAINERS.** Collect sufficient process and outcome data across all stages of a pilot project that meets GOAL 1, such that LMPHW leadership can plan for sustainability; that is, further replication and dissemination; this goal incorporates some evaluation of the training-of-trainers.



The diagram above represents the current understanding of the initial pilot project (focus of this proposal) in the context of a more sustainable public health goal. Accordingly, this proposal integrates the (a) expertise of the consultant in strategic development of

programs that can be disseminated as well as (b) expertise in adapting evidence-based program content.

Specifically, to develop this pilot program, the consultant will utilize evidence-based curriculum and tools from previous training programs that have been evaluated in clinical trials, and/or are recognized in the National Registry of Evidence-Based Programs and Practices, and seen as effective by the Surgeon General (See Exhibit A for Comprehensive Description).

The overall purpose of the pilot program is to: (A) align the two goals so that LMPHW itself embraces the concepts, tools, and processes for embodying a "healthy work culture." As a result of such embodiment, LMPHW can later represent these processes and tools to the outside world in an authentic way; (B) develop agile strategies to continually work on this culture philosophy; and (C) through project phases, acquire sufficient process and outcome information to help LMPHW determine next steps in scaling a larger program.

The exact content to be used in this pilot project (Stage 1 in the diagram above) and disseminated in future stages will depend largely on LMPHW mission, culture, readiness, and resources. Specifically, the Department's five priorities are:

- 1) Create a Culture of Health and Wellness throughout Louisville.
- 2) Continue to Focus on the Social Determinants of Health and Healthy Equity.
- 3) Strengthen Public-Private Partnerships.
- 4) Increase Connections between Public Health and Clinical Medicine.
- 5) Implement an Outcomes – Driven Approach to Program and Policy Development.

This project assumes that the primary focus will be on priority # 1 (i.e. Creating a Culture of Health) and we will be developing internal tools within the department around that priority. However, given the "feasibility" or "proof of concept" nature of this proposal, and emergent needs within LMPHW, it is possible that the other four priorities will help shape programmatic content to be delivered.

The consultant owns and uses six types of programmatic content areas that may be adapted for this pilot program (listed below). It is anticipated that (a) all six types of programs may be considered for *potential* inclusion to achieve GOAL 1 (INTERNAL ENGAGEMENT & WELL-BEING); and (b) the team-related, resilience, and health consciousness programs may be primarily focused on for achieving GOAL 2 (EVALUATION/TRAINING OF TRAINERS).

The following is provided as a menu of options, rather than a list of definitive deliverables. Final selection of elements from any of these lists will depend upon discovery and adaptation phases.

1. **Team-related awareness, resilience, and mindfulness:** train workplace peers and coworkers in skills related to stress reduction, resilience building, EAP utilization, moderating substance use, peer-referral, and healthy communication. Documented outcomes from these programs include reduction of substance use risk, stigma reduction, improved help-seeking, and supervisor responsiveness to troubled workers. While based on these proven programs, the content will be curated, adapted and customized for LMPHW based on their specific needs and those of the workplace population they might serve.
2. **Workplace modules for resilience (Raw Coping Power) and health consciousness (Prescription Misuse):** the Raw Coping Power module is derived from the team-training programs and provides individuals with skills in stress management and accessing stress as a positive resource-participants receive a copy of "Raw Coping Power: From Stress to Thriving"; the Health Consciousness module provides awareness/skills training in recognizing risk and protective factors for prescription misuse and enhancing overall consciousness of healthy alternatives to addressing motives behind risks (e.g., pain, anxiety, energy, sleep, stress, relaxation). Documented outcomes from these programs include short-term increases in awareness and reported usefulness of training elements as protective factors. Other findings suggest improved resilience.
3. **Heart-Centered Leadership/LeadWell, LiveWell:** managers and team leaders receive copies of the book "Heart-Centered Leadership" and access to planning tools and materials for integrating leadership development with personal wellness and well-being goals. Documented outcomes include reduced cardiovascular health risks and transformational leadership amongst managerial staff.
4. **Well-Being Champions:** key workplace advocate or ambassadors receive copies of "Well-Being Champions: A Competency-Based Guidebook" and training focuses on learning, self-assessing, and developing personal goals around core well-being champion competencies; e.g.; gaining commitment; in-house programs; planning; scalability; celebrations. Documented outcomes include increased self-efficacy in the champion role, increased awareness of methods for integrating evidence-based programs with wellness, and overall confidence and knowledge in workplace wellness.
5. **Wellness Module Content for Lunch & Learns or Brief Training Events:** OWLS has developed modules in a variety of well-being topic areas: healthy nutrition, five to fitness, stress, cancer prevention, blood pressure, work-life alignment, the positive psychology of savoring, spiritual health, interpersonal mindfulness, the wisdom of rhythms, and can adapt modules from the above programs.
6. **Adapted Screening, Brief Intervention, & Referral to Treatment (SBIRT):** this evidence-based strategy is being applied to a technological integration of workplace wellness and behavioral health (EAP) through a grant from the National Institutes of Alcohol and Alcoholism. This online tool (iLinkWell™) is available for inclusion as part of this project.

GENERAL OUTLINE WITH DELIVERABLES

OWLS shall accomplish the following tasks across the noted phases:

PHASE 1: Discovery (2 to 4 months)

- i. Conduct a needs assessment including surveys (up to 25 individuals)
- ii. Conduct key informant and stakeholder interviews (up to 6 interviews)
- iii. Conduct two focus groups (no more than 10 people per group)

PHASE 2: Adaptation/Design (2 to 4 months)

- 1) **CUSTOMIZED TRAINING.** Based upon above inputs and OWLS' own extant and evidence-based curriculum, we will craft a customized three-day (8-hours each) program that includes primary prevention curriculum customized for LMPHW employees that utilizes workplace peers. Customization proceeds in two phases to assure further engagement of stakeholders.
 - a) **INITIAL SHOWCASE (Proof of Concept):** A 20-to-30 slide deck that outlines the purpose, goals, method, and content of the training, with sufficient detail on specific modules so potential users (facilitators) will be able to provide feedback on potential utility, design, and impact. We anticipate that the initial showcase will be ready for evaluation around the 4th month post project-start.
 - i) Draft of Showcase to point-of-contact (POC) for review and approval
 - ii) Tabulation of ratings to identify both overall utility of all modules as proposed and driver analysis
 - iii) One focus group of 6-to-8 individuals for feedback
 - b) **CUSTOMIZATION OF TRAINING.** Upon completion of initial showcase and report, and following approval from the POC, OWLS will provide an interactive classroom based and experiential training program prototype. This includes:
 - i) Six-to-eight 30-to-60-minute modules with slides, facilitator notes (manual), handouts, resources, self-assessments, and videos that create an engaging experience
 - ii) The training integrates LMPHW goals and mission (e.g., five priorities) with principles and practices taken from OWLS evidence-based prevention programs
 - iii) The training will focus on BOTH building strengths (well-being, thriving) and also protecting LMPHW from mental health/substance misuse issues and incidents associated with productivity loss, turnover, and safety risks

- iv) The training will be modularized so that at least two or three of the modules can work independently and be delivered in brief segments (e.g., brief “quick start” activities that can be used as Lunch & Learns or brief meetings, if needed).

Note. This customization phase ends following written email approval from the POC of a “skeleton” slide-deck that provides an outline of all slides and activities.

- c) **PRODUCTION.** OWLS will deliver the electronic files and paper prototype copies for review either via mail using a production service (e.g., Mimeo) or working with LMPHW’s own internal manual production team. The final printed version of all materials will include:
 - i) Slides with Facilitator Notes for each module (bound or 3-hole punched)
 - ii) Participant workbook (bound)
 - iii) Any additional tools, policies, resource sheets, that OWLS and LMPHW agree need to be included as supplemental materials

PHASE 3: Implementation (1 to 2 months)

Using the produced modules from above, OWLS will conduct up to 2 preparatory (pre-training) webinars and a single pilot training in on-site facility including evaluation. This pilot training is the training to be delivered directly to LMPHW employees, not LMPHW leaders, facilitators, or peer-leaders.

PHASE 4: Evaluation (ongoing and additional 2-4 months following end of Phase 3)

- i. **REVIEW OF CURRENT DATA SOURCES:** LMPHW likely has access to employee health information at an aggregate level or other culture, climate, and/or employee opinion surveys; In addition, there is likely documentation of performance-related outcomes. This data may provide a valuable basis for developing a logic model and evaluation goals.
- ii. **TRAINER REACTIONS:** Have all trainers rate the training they received

- iii. EARLY CERTIFICATION: Evaluate initial employee session ratings completed by the newly trained trainers
- iv. DISSEMINATION: Have trainers disseminate and collect and tabulate session ratings and send data to OWLS.

NOTE. The number and frequency of trainers who will actually deliver, and the number of actual employees reached, is unknown at this time. However, estimates can be provided. Based on 12 individuals being trained in the TOT, with each one delivering the full training to two groups of 15 employees, we estimate a maximum total of 360 employees reached. Trainer ratings of these events would be limited to 15 items (for 30 training events) and employee ratings would be limited to 15 items (for each of 360 employees). This is the MAXIMUM amount projected. Pricing below is for a 60% of this: (a) 18 training events, reaching (b) 225 employees. We believe this is a sufficient number for evaluation and have priced accordingly.

- v. Conduct data analyses of all above.
- vi. Report findings of analyses

- *Final Evaluation Report: Includes all data collected throughout phases of the project*

OWLS BACKGROUND

Organizational Wellness & Learning Systems, founded in 1990 and Incorporated in 2002, is an organizational consulting and training business dedicated to the development and delivery of evidence-based programs for improving employee well-being and reducing behavioral risks in work settings. Our tagline “catalyzing healthy work cultures from the inside-out with science” is backed by over 20 years of research and recognition for the outcomes of our programs. Our core workplace-based and evidence-based programs that inform the current proposal are highlighted in National Registry of Evidence Programs and Practices (NREPP) and have also been acknowledged by the Surgeon General as the *only* ones meeting their criteria for effectiveness for substance use prevention within work settings. In addition, OWLS received funding from the National Institutes of Health (NIH) to technologize SBIRT (Screening, Brief Intervention, and Referral to Treatment) based on our expertise with the SBIRT technology and our ability to disseminate evidence-based programs like SBIRT into work settings.

A core idea in all of these training is peer-to-peer encouragement and ability to refer, if appropriate, to health-related resources (e.g., wellness, employee assistance). As a result of these efforts, our clinical trials show improvement in four areas: (1) improvement in help-seeking, stigma reduction; (2) improvement in work climate (e.g., drinking climate); (3) reductions in stress and improved resilience; and (4) reductions in substance misuse and related risks. By giving peers tools in mental health first aid, in the context of our positive team training, we have been successful in implementing this program in a wide variety of industries. This includes municipalities where many workers were in safety-sensitive and Department of Transportation positions. Other industries include transportation/material moving; manufacturing; hospitality; health-care. A full list of peer reviewed research references can be provided upon request.

One key aspect of customizing training for diverse employee groups is the incorporation of local and/or industry regarding data risk and protective factors; information about human resources, wellness, and EAP benefits; and workplace policies and policy education into a training within a fun, interactive, game format. One of the key findings during our numerous research endeavors and program evaluations is significant improvement in employee knowledge and attitudes towards policy. Our logic model explains that these improvements are often the first step toward stigma reduction, and this change in attitude results in either improved help-seeking or in actual moderation of alcohol and other substance misuse. For this reason, we employ careful needs assessments, policy review, and audit of all mental health/wellness resources early on in project roll-out. Please review our CORE STAFF section for a review of our competencies for fulfilling all stages of this project.

ASSUMPTIONS

The consultant (OWLS) and LMPHW assumes:

1. that LMPHW will provide a single point of contact (POC) to help with logistics. Whenever possible, and as appropriate, this POC or some other individual with awareness of LMPHW objectives may accompany or “shadow” the developer during project phases.
2. that LMPHW will provide all design and branding templates (including logos, color schemes, and other internal training guidance’s) early in project phases.
3. during all project phases, that the POC will meet with OWLS staff on a regular basis (advising weekly).
4. that the POC will provide all relevant documents, policies, HR and EAP benefits materials and hyperlinks as well as access to these resources for purposes of customization.
5. that the POC will provide developer access to any internal or external file management or file transfer protocol (e.g., Drop-Box) to assure secure transfer and storage of files
6. that the POC will provide the developer any contact information (emails, phone) of LMPHW employee-participants required for interviews or follow-up, etc.
7. that the POC will provide oversight and guidance to assure that all data collection and surveys will be anonymized and confidential
8. all materials developed will be co-owned by OWLS and LMPHW with the understanding that LMPHW can only use the materials for purposes under a non-profit cause and will not copy, distribute, replicate in any way for purposes of sale or profit
9. all training-of-trainers to be provided is for trained trainers to deliver the training as designed and is limited to direct delivery of training; this is not a MASTER level training; where trainers can then train others to be trainers. LMPHW recognizes that this MASTER level training is integral to OWLS business model. Any changes to this item assumption #9 must be agreed to in writing and under a separate agreement.

SKILL SET REQUIREMENTS: CORE STAFF

As part of meeting the requirements as set forth herein, the following Skill Sets are expected for any staff involved for this SOW. We provide background information on all staff, followed by a brief description of their competencies.

Joel Bennett, PhD. Joel is the Founder and President of OWLS. Beginning in 1994, Joel assisted in collecting and analyzing data to help identify key risk and protective factors that should be addressed in a workplace substance abuse prevention programs while working for Texas Christian University. This work resulted in the development of health education programs -- tested in clinical trials -- that reduced substance abuse. Joel was the lead designer of Team Awareness (TA) and Team Resilience (TR), programs listed in the National Registry of Evidence-Based Programs and Practices since 2002. TA has since reached over 60,000 employees through OWLS training-of-trainer efforts. This includes working with municipal workers and other governed by transportation regulations, including within the U.S., South Africa, and Italy. With other collaborators, Joel has published over 10 peer-reviewed articles on the program. In addition, Joel developed an online electronic version of the Team trainings (called TeamUpNow) and found, in a clinical trial, that it reduced substance abuse. More recently, Joel has completed grant-funded work in the internet delivery of workplace substance use prevention (IntelliPrev) and web and phone-based team wellness for alcohol and drug prevention in work settings. Currently, Joel is Principal Investigator on a grant-funded project that will develop an Internet- and mobile device-based SBIRT program for the workplace.

Brittany Linde, PhD. Brittany is a Research Scientist at OWLS. Previously, she conducted population-level, behavioral health psychology research (e.g. tobacco use, alcohol misuse) as an Instructor for the University of Tennessee Health Science Center's (UTHSC) Center of Population Science on Lackland Air Force Base (AFB) in San Antonio, TX. Using skills in Motivational Interviewing (MI) with Active Duty US Air Force members, she managed five NIH-funded behavioral research studies and one funded by the Department of Defense. Additionally, Brittany obtained a NIDA T32 postdoctoral research fellowship on substance use and well-being across the lifespan. During her fellowship, Brittany managed two NIH-funded projects addressing major knowledge gaps in the development and treatment of substance use disorders using SBIRT and MI. At OWLS, Brittany assists with a current NIH- funded study on technologizing SBIRT practices and has delivered multiple face-to-face classroom trainings. Brittany has 12 peer-reviewed publications on behavioral health and substance use topics relevant to this project.

Gale Lucas, PhD. Dr. Lucas is the Director of Research at Organizational Wellness and Learning Systems. Prior to that, she held the Distinguished Scholar Chair position (Assistant Professor) at Willamette University and then was a Postdoctoral Research Associate at the University of Southern California, followed by becoming a Senior Research Associate at the USC Institute for Creative Technologies (USC-ICT). Dr. Lucas's

research focuses on the social/motivational processes of people and how these can be augmented or undermined by interventions and technology. Much of her work has focused on how to model patterns of thought and behavior and thereby develop interventions to boost functioning. Gale's work has also contributed to the understanding of how motivational factors, such as resilience/grit, influence our behavior. At OWLS, Gale is the primary project manager on the current study on technologizing SBIRT for the workplace. She also has delivered the Team Awareness classroom training.

Michael Neeper. Michael recently developed a successful, evidence-based prescription drug misuse webinar, leading to a recently accepted article in a peer-reviewed, scientific journal. Additionally, for the last three years, Michael ran an NIH alcohol prevention grant focused on an e-learning program and includes gamification as an aspect of teaching alcohol abuse prevention (SBIRT) techniques. Additionally, while at OWLS, Michael has published a number of peer-reviewed journal articles and presented posters at national conferences.

INVESTMENT

I. PHASE I: Discovery	\$8,000
II. PHASE II: Adaptation/Design	\$15,000
III. PHASE III: Implementation	\$18,000
IV. PHASE IV: Evaluation of Train-the-Trainers Sessions and final summary report of project*	\$9,000
ALL INCLUSIVE	\$50,000

**evaluation pricing is based on initial estimates as noted above*

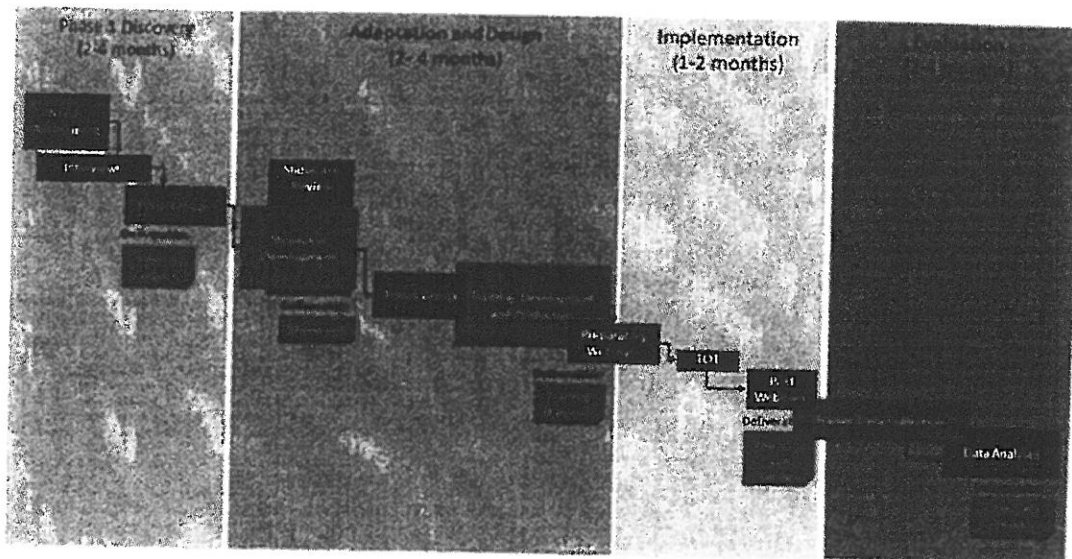
The above investment includes a nonexclusive, enterprise-wide license for existing OWLS intellectual property related to this pilot program, and web-based training, and training-of-trainers, and its derivatives. This license is granted for the sole use of LMPHW. This license cannot be extended to or transferred to any third parties without the express written consent of OWLS.

TRAVEL AND LODGING

Above pricing does not include travel and lodging. The following trips are anticipated from Dallas-Fort Worth to Louisville:

- i. Initial kick-off visit: 2 days for interviews, 2 nights, 2 travelers
 - a. Estimated: \$1,200
- ii. Training-of-trainers: 4 days, 4 nights, 2 travelers
 - a. Estimated: \$2,200

TIMELINE



ATTACHMENT A

INSURANCE REQUIREMENTS

- A. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

- B. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employes, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

- C. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. **WORKERS' COMPENSATION** (if applicable): insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.
3. **NETWORK SECURITY/CYBER LIABILITY** which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, and \$2,000,000 aggregate limit insuring the

costs of theft, destruction or unauthorized use of electronic data through computer viruses and network intrusions including costs of notice to impacted individuals.

4. PROFESSIONAL LIABILITY (Technology Errors and Omissions Liability) insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, as well as a \$2,000,000 aggregate. In the event that the Contractor's policy is written on a "Claims Made" Form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A-VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

E. MISCELLANEOUS

1. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).
2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
[insert department and address]

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

4. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.
5. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or

coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.



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

Department	Public Health and Wellness	Department Contact	Jon Moore
Contact Email	jon.moore2@louisvilleky.gov	Contact Phone	574-5894

Contract Type: check one	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)	✓			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	3/1/2018	03/01/2019		

VENDOR INFORMATION

Vendor Legal Name	Organizational Wellness & Learning Systems			
DBA	OWLS			
Point of Contact	Dr. Joel Bennett	Email	owls@organizationalwellness.com	
Street	3200 Riverfront			
Suite/Floor/Apt	STE 102	Phone		
City	Fort Worth	State	Texas	Zip Code 76107
Federal Tax ID#		SSN# (If sole proprietor)		
Louisville Revenue Commission Account #				
<u>Human Relations Commission Certified Vendors</u>	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business	
Select if applicable				

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$53,400		(including reimbursement expenses, if applicable)	
Fund Source: General Fund	✓			
Federal Grant		Federal Granting Agency		
Other		Describe:		
Account Code String #	1101	605	4110	411658 523606
Payment Rate	per hour		per day	per service
	per month		Other	invoicing at end of each phase
Payment Frequency	Monthly		Upon Completion / Delivery	
	Quarterly	✓	Other	payment upon receipt of invoice



**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.

LMPHW seeks the service and expertise from OWLS to accomplish two (2) goals. Goal one (1) is to improve employee well-being, emotional health, and build an overall culture that engages employees in their well-being by leveraging resources to improve such well-being. This goal includes targeting longer-term outcomes for reduced health care costs and inclusion of prevention of a substance misuse module. Service provided from OWLS has an initial time line that includes four (4) phases: Discovery, Adaptation & Design, Implantation, and Evaluation.

Goal two (2) consists of collecting sufficient outcome data across all stages of the initial completion of goal one (1) such that LMPHW leadership can plan for sustainability and replication for Metro-wide dissemination through a "training-of-trainers" model.

See attached statement of work from OWLS.

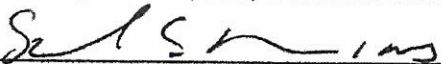
JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

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.


OWLS is solely and uniquely qualified to provide this service:

1. OWLS is independently acknowledged as evidence-based by United States Department of Health and Human Services, specifically the Substance Abuse Mental Health Services Administration, and the United States Surgeon General. OWLS work is based on randomized clinical trials that have been independently published in scientific peer review journals. The OWLS programs – Team Awareness and Team Resilience were the only two clinic or work site programs in the United States recognized by the Surgeon General to show significant preventative effects lasting longer than 6 months.
2. In addition to focusing on health and well-being, OWLS services focus on psychosocial factors that underlie individuals inability to maintain a healthy lifestyle because of stress, mental health, and substance abuse issues.
3. OWLS clients include corporate, private, non-profit, local and federal agencies. OWLS Team Awareness program has been used by municipalities, hospitals, restaurants, small businesses, Native American tribal government, and in Italy and South Africa.
4. OWLS programs include Team Awareness, Team Resilience, Choices in health Promotion, Raw Coping Power, and uniquely improve health risks for managers using evidence-based methodology.

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 10-25-17
Signature

Printed Name

Purchasing Director  Date 12/7/17
Signature
Joel Neaveill