

Professional Services Agreement
Sexual Assault Forensic Examiner Program
("SAFE")

THIS AGREEMENT is entered into effective the 1st day of July 2022, even though it may be executed at a later date, by and between University Medical Center, Inc., d/b/a University of Louisville Hospital/James Graham Brown Cancer Center, (hereinafter "Hospital"), and the Louisville/Jefferson County Metro Government, acting by and through its Louisville Metro Police Department, (hereinafter "LMPD").

WHEREAS, Hospital operates an acute care general hospital located in Louisville, Kentucky;

WHEREAS, Hospital and LMPD desire to provide the services of a Coordinator for the SAFE program;

NOW THEREFORE, the parties agree that for the mutual benefit of all parties concerned that this Agreement be facilitated as follows:

HOSPITAL'S AGREEMENT

A. Hospital agrees to provide the services of a Coordinator for Sexual Assault Forensic Examiner Services (hereinafter "SAFE Services") that shall be acceptable to all parties. For the purpose of this Agreement, the employee remains an employee of the hospital.

B. The Hospital shall provide the services of the Coordinator of SAFE Services for the period beginning July 1, 2022, and ending at midnight June 30, 2023, unless otherwise terminated as provided therein.

C. It is understood and agreed that this is a continuation of the former agreement with the Mayor of Louisville/Jefferson County Metro Government, signed September 15, 2014.

D. To the extent required by the laws and regulations governing the operations of Hospitals, Hospital retains professional and administrative responsibility for the services provided hereunder. To carry out this duty, the Hospital's Administrative Director of Emergency and Trauma Services will provide daily administrative and clinical oversight of the SAFE Coordinator.

E. The Hospital shall provide the services of the SAFE Coordinator in accordance with the attached (Exhibit A) Job Description.

F. All parties agree that SAFE Coordinator shall provide services that support this Agreement including, but not limited to:

- 1) Coordinating and staffing activities for SAFE;
- 2) Providing direct patient care as an SAFE examiner;

- 3) Recruiting and retaining SAFE certified staff;
- 4) Participating in Speakers Bureau to internal and external education programs;
- 5) Attending court hearings and working collaborative with L M P D :
- 6) Working in a clinical capacity to maintain his/her clinical competency;
- 7) Developing quality assurance and operation improvement programs;
and

G. It is understood by the parties that during the term of this Agreement the Hospital will also employ all nurse examiners in SAFE Services as employees of the Hospital. The Hospital will be responsible for providing the daily administrative and clinical oversight of the nurse examiners.

H. Hospital agrees that it shall, as required by Resolution of the Louisville Metro Council, provide to that body an annual report no later than March 1st, 2023. The report shall include a complete review of the current processes, peer-review, and exam outcomes performed by the SAFE Program.

I. Nothing in this Agreement shall relieve Hospital from liability proximately caused by employees of Hospital in the normal course of their duties.

J. Hospital agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in the interest from all claims, damages, losses and expenses including attorney 's fees, arising out of or resulting, directly or indirectly, from the Hospital's (or Hospital'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 or destruction of property, including the loss of use resulting therefrom, or from negligent acts, or error 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.

K. Insurance Requirements: Insurance coverage shall be required of Hospital in accordance with Exhibit B attached hereto.

II LMPD'S AGREEMENT

A. LMPD's shall reimburse Hospital eighty thousand dollars (\$80,000) for the SAFE Services Coordinator position described immediately. This reimbursement shall be invoiced on a monthly basis.

B. LMPD agrees to provide funding to Hospital for S.A.F.E. related certification training of nursing staff. LMPD has agreed to pledge to Hospital for this certification training an amount not to exceed \$12,000.00. LMPD shall reimburse no other expenses of Hospital under this Agreement.

C. Total compensation payable under this Agreement shall not exceed Ninety Two Thousand Dollars (\$92,000.00).

III. COMPENSATION

A. Hospital shall provide salary and benefits in accordance with the Hospital's Human Resources wage and salary practices. The position will be graded at a level that is consistent with similar roles within the hospital. Salary and benefits shall be paid in accordance with the policies and procedures of Hospital's Human Resources and Payroll Department and will be based on the candidate's years of experience.

B. LMPD agrees to reimburse Hospital for a portion of the full-time equivalent Coordinator position, in the amount of \$80,000.00 per year, which includes benefits. For the purposes of this paragraph, "full-time equivalent position" means an individual who devotes at least 2080 hours per year in the performance of duties required for the position. In the event that the Coordinator takes an unpaid leave of absence, LMPD shall not be responsible for reimbursement of salary during the unpaid leave.

C. LMPD shall reimburse Hospital for SAFE training/certification of nurses during the term of this Agreement up to Twelve Thousand (\$12,000.00) dollars when presented with an invoice for such training/certification.

D. Hospital shall invoice LMPD on the first of each month. Invoices shall be emailed to [Invoices.OMB\(a\),LouisvilleKY.gov](mailto:Invoices.OMB(a),LouisvilleKY.gov) and a Purchase Order# should be referenced on the invoice.

E. LMPD shall reimburse Hospital within 30 days of receiving the invoice.

IV. TERM AND TERMINATION

A. This Agreement is for a one-time commitment and shall remain in effect for a period beginning July 1, 2022 and ending at midnight June 30, 2023, unless otherwise terminated as provided herein.

B. This Agreement may be continued upon agreement of all parties.

C. Any party to this Agreement may terminate this Agreement without cause by giving thirty (30) days' written notice to the other parties. 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 Hospital of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has been made.

V MISCELLANEOUS

A. The validity or enforce ability of any provision of this Agreement will not affect the validity or enforce ability of any other provisions herein.

B. With respect to the subject of this Agreement, this contract contains the obligation of both parties. There are no other obligations or agreements, written or verbal, except those expressly stated herein.

C. All consents or other communications which either party is required or may desire to give the other under this Agreement shall be in writing and shall be given by personal delivery or by deposit, postage prepaid, in the United States mail, certified or registered mail, return receipt requested, addressed to the parties at their respective address set forth below.

Hospital: Administrative Director,
Emergency and Trauma Services
University Medical Center, Inc.
c/b/a University of Louisville Hospital/
James Graham Brown Cancer Center
530 South Jackson Street
Louisville, Kentucky 40202

LMPD: Erika Shields, Chief
Louisville Metro Police Department
633 West Jefferson Street Louisville,
Kentucky 40202

Mayor: Greg Fischer
Louisville Metro Mayor 601
West Jefferson Louisville,
Kentucky 40202

Either party may change its address to which notices will be sent by a notice similarly sent.

D. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

E. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in

one or more counter parties, each of which will be deemed an original, but all of which together will constitute one and the same instrument. In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

F. This Agreement will be binding upon and will inure to the benefit of Hospital's successors and assigns. Nothing in this Agreement shall be construed to permit assignment of any rights or obligations hereunder, and such assignment is expressly prohibited. Hospital may assign this Agreement.

G. In the event this Agreement is subject to Section 952 of the Omnibus Reconciliation Act of 1980 (PL96-499) and the regulations thereunder, SAFE hereby agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the Government Accountability Office ("GAO"), or their authorized representatives, all contracts, books, documents and records relating to the nature and extent of the costs of this Agreement for a period of four (4) years after the furnishing of services hereunder. In addition, Hospital hereby agrees, if services are to be provided by subcontract with a related organization, to require by contract that each such contractor make available to HHS and GAO, or their authorized representatives, all contracts, books, documents and records relating to the nature and extent of the costs thereunder for a period of four (4) years after the furnishing of services thereunder.

H. Hospital 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 Hospital's costs which are chargeable to LMPD under this Agreement; and LMPD 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 Hospital shall include (without limitation): (a) payroll records accounting for total time distribution of Hospital'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.

I. 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. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

J. Pursuant to KRS 45A.455:

(I) 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.

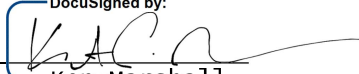
(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(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.

K. Hospital shall reveal any final determination of a violation by Hospital 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 Hospital or subcontractor. Hospital shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to Hospital or subcontractor for the duration of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

University Medical Center, Inc.
d/b/a University of Louisville Hospital/
James Graham Brown Cancer Center

DocuSigned by:
By: 
Kenneth Marshall

Title: Chief Operating Officer

Date: 9/8/2022

Taxpayer Identification No.
(TIN): 61-1293786

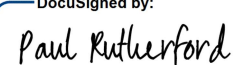
Louisville/Jefferson County
Revenue Commission Account
No.:

Louisville/Jefferson County Metro
Government

DocuSigned by:

Erika Shields Date
Chief of Police

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

DocuSigned by:

Michael E. O'Connell
Jefferson County Attorney

Date: 8/26/2022

Police - Contract for Sexual Assault
Nurse Examiner FY23 070722.doc [pr]

EXHIBIT A -JOB DESCRIPTION

UoJL Health Care

JOB DESCRIPTION OPERATIONAL LEADERSHIP POSITIONS

POSITION TITLE:	Nurse Coordinator (SANE Program)
DEPARTMENT:	Nursing Services
SUPERVISED BY:	Administrative Director Emergency and Trauma Services
SUPERVISES DIRECTLY:	SANE RN' s and Support Staff
SUPERVISES INDIRECTLY:	None
PREPARED/REVISED/ REVIEWED DATE:	9/12/2001-3/12/2015
PREPARED/REVISED BY:	Administrative Director Emergency and Trauma Services
DEPARTMENT DIRECTOR APPROVAL:	Administrative Director Emergency and Trauma
HUMAN RESOURCES APPROVAL:	Compensation Manager

EDUCATION, EXPERIENCE, LICENSE AND CERTIFICATION REQUIREMENTS

EDUCATION & TRAINING:	Graduated from an accredited/approved school of nursing. BSN required; MSN preferred. RN and SANE license required in the state of Kentucky.
EXPERIENCE:	Two years of RN experience required. Preferred clinical experience in any of the following areas: Emergency, Intensive Care, Pediatric, Maternal Child, Psychiatric and/or Forensic Nursing. Preferred experience in first level management, SANE/SART programs and/or community outreach programs. Preferred experience in Domestic Violence training. Mastery of verbal and written communication skills preferred.
LICENSE & CERTIFICATION:	Current RN and SANE license issued by the Kentucky Board of Nursing required. CPR certification through the American Heart Association required. CFN preferred.

JOB PURPOSE SUMMARY

A Nurse Coordinator in this institution will plan, direct, coordinate, and evaluate the nursing care to patients of varying age groups on a twenty-four hour basis. The nurse coordinator utilizes leadership and management skills to support the philosophy, goals and objectives of the hospital. The nurse coordinator is responsible for administrative oversight, program development, marketing, fiscal and human resources management.

WORK ENVIRONMENT CHARACTERISTICS/REQUIREMENTS

PART 1: PHYSICAL REQUIREMENTS				
SECTION A PHYSICAL MOBILITY REQUIREMENTS		SECTION B PHYSICAL EFFORT REQUIREMENTS		SECTION C PHYSICAL DEXTERITY REQUIREMENTS
% OF DAYS SPENT		# OF POUNDS LIFTED		REQUIRED ABILITY TO OPERATE
50	Sitting	15	Waist High	<input checked="" type="checkbox"/> Telephone
20	Standing	15	Shoulder High	<input checked="" type="checkbox"/> Computer
30	Walking	15	Above the Head	Hand Tools
	Kneeling	POUNDS ARE		Electric Tools
	Stooping	<input checked="" type="checkbox"/>	Carried Alone	<input checked="" type="checkbox"/> Electronic Equipment
			With Someone	<input checked="" type="checkbox"/> Calculator
JOB REQUIRES ABILITY TO CLIMB		POUNDS ARE		<input checked="" type="checkbox"/> Copy Machine
	Using a Ladder	<input checked="" type="checkbox"/>	Pushed	<input checked="" type="checkbox"/> Medical Equipment
	On an Incline	<input checked="" type="checkbox"/>	Pulled	<input checked="" type="checkbox"/> Office Equipment
	Using Stairs	<input checked="" type="checkbox"/>	Held	

PART 2: SENSORY ABILITIES			PART 4: MENTAL EFFORT		PART 6: WORK ENVIRONMENT	
ANABIUJYJO			PERFORMS ON A DAILY BASIS		JOB REQUIRES THE ABILITY TO	
	1:..	1:~	<input checked="" type="checkbox"/> CRITICAL	<input checked="" type="checkbox"/> USEFUL	<input checked="" type="checkbox"/>	Work Under Time Pressure
Distinguish Color			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Work at a Rapid Pace
Hear or Listen	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	% OF TIME SPENT	
Taste					100	Working in Doors
Smell			<input checked="" type="checkbox"/>			Working Outdoors
Touch			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		At a Desk or Bench
Speak	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	55	In an Office or Control Room
Part 3: Job Hazards			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	THE CONDITION OF THE AIR IS	
May be exposed to latex products through skin contact or inhalation.			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Clean and Controlled
			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Dusty or Dirty
						Wei/Humid
						Affected by Fumes or Smoke
			PART 5: WORK ENVIRONMENT		THE NOISE LEVEL IS	
			THE WORK SURFACE IS		<input checked="" type="checkbox"/>	Normal
			<input checked="" type="checkbox"/>	Level		
					
					

Slippery

Loud Requiring Ear Protection

WORK PERFORMED/ESSENTIAL FUNCTION

PATIENT POPULATIONS FOR WHICH CARE IS PROVIDED (CHECK ALL THAT APPLY)			
NIA	NEONATAUINFANT (BIRTH TO 12 MONTHS}	NIA	PEDIATRIC (13MONTHSTO 11YEARS)
X	ADOLESCENT (12 TO 17YEARS)	X	ADULT (18 YEARS TO 65 YEARS)
X	GERIATRIC (66 YEARS AND OLDER)		POSITION DOES NOT PROVIDE PATIENT CARE

LIST THE ESSENTIAL FUNCTIONS PERFORMED BY THIS POSITION

1.	Provides leadership that reflects the mission, vision, and philosophy of the institution.
2.	Operates within budgetary limits and is able to justify/explain any variance. Balances quality and cost in making decisions on how resources are utilized.
3.	Schedules staff to meet patient care needs while utilizing flexible staffing techniques. Actively supports all departmental scheduling and staffing policies and
4.	Develop, coach, and mentor staff on issues related to effective scheduling and staffing guidelines. Gives staff responsibility and accountability for assessing patient care needs, adapting assignments related to delivery of care, and evaluating different options of providing care on a shift-by-shift basis.
5.	Provides global patient care and safety.
6.	Participates in recruitment and retention efforts to facilitate an adequate number of qualified staff.
7.	Ensures completion of performance appraisals/review in a timely manner.
8.	Develops, implements, and monitors the capital and operational nursing budget in assigned areas.
9.	Collaborates with internal and community leaders of many disciplines to meet customer needs.
10.	Participates in policy and procedure review and development consistent with the standards of established regulatory agencies and professional organizations.
11.	Participates in hospital wide and nursing decision making process.
12.	Maintains membership and involvement in professional organizations related to area of specialty.
13.	Performs other duties assigned by authorized personnel or as required to meet the needs of the facility, internal and external customers.

VALUE BASED COMPETENCY EXPECTATIONS

COMPETENCY	DEFINITION & STANDARDS
<p>ANALYTICAL THINKING</p> <p><u>VALUES:</u> Learning & Continuous Improvement, Personal Responsibility</p>	<p>Analytical Thinking means breaking down problems or tasks; Scanning one's own knowledge and experience to identify causes and consequences of events.</p> <p><i>Superior:</i> <u>Anticipates Trends</u> Forecasts the future by analyzing present situations and past events. Brainstorms alternative resources and directions using multiple problem-solving methods.</p> <p><i>Target:</i> <u>Uses Multiple Approaches</u> Uses multiple approaches to understand the key issues in a complex situation. Thinks of multiple possible causes and consequences of events. Tests multiple possible scenarios.</p> <p><i>Minimum:</i> <u>Breaks Down Complex Tasks</u> Breaks down complex tasks into manageable parts in a systematic, detailed way and considers input</p>
<p>CUSTOMER SERVICE ORIENTATION</p> <p><u>VALUES:</u> Respect</p>	<p>Customer Service Orientation is a desire to help or serve others. The focus is on first discovering and understanding the customer's needs and then taking action to help the customer and meet his or her needs. Customers include co-workers, workers in other departments that use your services, external customers, patients, families, or anyone we are trying to serve.</p> <p><i>Superior:</i> <u>Addresses Underlying Needs</u> Understands customer relationships and seeks information about the real, underlying needs of the customer beyond those initially expressed and matches these needs to available or customized products or services.</p> <p><i>Target:</i> <u>Acts to Make Things Better</u> Anticipates customer needs and makes concrete attempts to add value to the customer, to make things better for the customer in some way.</p> <p><i>Minimum:</i> <u>Takes Personal Responsibility</u> Takes personal responsibility for correcting customer service problems. Corrects problems promptly and defensively.</p>

COMPETENCY	DEFINITION & STANDARDS
<p>EXCELLENCE ORIENTATION</p> <p>VALUES: Personal Responsibility, Learning & Continuous Improvement</p>	<p>Excellence Orientation refers to one's desire and commitment to do the best job he or she can; to find better, more efficient ways of doing his or her job. It involves a continuous effort to improve one's skills and abilities at every opportunity. It is striving for continuous improvement.</p> <p>Superior: <u>Far Surpasses Established Standards</u> Commits significant effort and/or time to improve performance or reach a challenging goal. Creates an environment which encourages others to surpass their own standards of performance.</p> <p>Target: <u>Sets Own Standards</u> Follows own high standards, not just those set by others. Works to exceed existing quality standards at U of L Health Care.</p> <p>Minimum: <u>Meets Established Goals</u> Meets established goals by producing high quality work even for small requests. Challenges established practices or processes as necessary to</p>
<p>FLEXIBILITY</p> <p>VALUES: Constancy of Purpose, Respect</p>	<p>Flexibility means one can handle change easily, sees the value of differing opinions, and adapt one's own approach or position in response to new information or changing needs in the organization.</p> <p>Superior: <u>Explores Alternatives</u> Continually looks for ways to make changes work rather than identifying why things cannot be accomplished. Performs tasks outside of the realm of his or her job to expedite projects and react to the changing needs at U of L Health Care.</p> <p>Target: <u>Modifies Own Opinion</u> Modifies a strongly held opinion in response to contrary evidence. Demonstrates a positive outlook toward job change. Is willing to adapt to the changing needs of the organization (i.e., changes in duties, shifts, etc.).</p> <p>Minimum: <u>Modifies Approach to Others</u> Adapts own style to fit personalities of different people. Recognizes individuals with different styles and the merits of different approaches to doing things.</p>

COMPETENCY	DEFINITION & STANDARDS
<p>PROFESSIONALISM</p> <p>VALUES: Personal Responsibility, Respect, Cooperation & Team Work</p>	<p>Professionalism is shown by the manner in which we conduct ourselves and interact with others. It refers to our attitudes toward our jobs, our co- workers, and the public; the way we treat and respond to others; and the image we project.</p> <p><i>Superior:</i> <u>Uses Tact When Communicating</u> Considers how others will respond before communicating sensitive issues. Uses mature judgment when deciding what and how to communicate. Maintains professional confidences of others and encourages them to do the same in appropriate situations.</p> <p><i>Target:</i> <u>Treats Co-Workers with Respect and Consideration</u> Does not allow personal opinions and issues with others to interfere with proper conduct of business. Takes noticeable pride in his or her work.</p> <p><i>Minimum:</i> <u>Focuses on Assigned Work</u> Conducts work assignments effectively and without distracting others or letting others distract him or her from accomplishing work requirements. Reacts to others in a calm, rational manner. Uses appropriate, non-offensive language with others. Observes</p>
<p>CONFLICT MANAGEMENT</p> <p>VALUES: Respect, Cooperation & Teamwork, Personal Responsibility</p>	<p>Conflict Management develops and implements strategies to assure continuous, smooth inter and intra departmental workflow even in the face of conflicting priorities, short term objectives, or limited resources.</p> <p><i>Superior:</i> <u>Uses Conflict to Benefit Long Term Goals</u> Develops strategies in which all parties can benefit. Implements constructive and innovative ways to break down barriers between groups and/or outside vendors and customers.</p> <p><i>Target:</i> <u>Anticipates Potential Conflicts</u> Demonstrates a strong sense of fairness and equality across all organizational boundaries.</p> <p><i>Minimum:</i> <u>Intervenes in Conflict Situations</u> Recognizes where intervention is needed. Offers basic strategies an employee or group can use to improve interpersonal relations and resolve</p>
<p>DEVELOPING OTHERS</p> <p>VALUES: Personal Responsibility, Learning & Continuous Improvement, Constancy of Purpose, Collaboration & Teamwork, Respect, Trust</p>	<p>Developing Others involves assessing needs and providing ways for individuals to develop skills, knowledge and behaviors succeed and grow within the organization.</p> <p><i>Superior:</i> <u>Acts as a Mentor</u> Employee provides more than the opportunity for growth and development, taking a personal interest in the individual through encouragement, coaching, advising, and supporting.</p> <p><i>Target:</i> <u>Does Long-term Coaching or Training</u> Arranges work assignments, formal training, or other experiences to foster a person's learning and development.</p> <p><i>Minimum:</i> <u>Reassures and Encourages</u> Gives constructive feedback in behavioral rather than personal terms and expresses positive expectations for future performance. Gives individualized suggestions for improvement.</p>

COMPETENCY	DEFINITION & STANDARDS
<p>CHANGE LEADERSHIP</p> <p>VALUES: Personal Responsibility, Collaboration & Teamwork, Constancy of Purpose, Learning & Continuous Improvement</p>	<p>Change Leadership is the ability to provide direction and energize a group to accomplish change together and hold individuals accountable to goals. It requires the ability to lead a group through transition from the current state to a desired state and deliver a unifying message or vision that motivates others. It includes the ability to adapt one's own position and strategy in response to new information or changing situations and bring about effective organizational change.</p> <p>Superior: <u>Creates an Environment to Support Change Initiatives</u> Encourages others to take risks and supports them in their change efforts. Gets others to take ownership of outcomes. Maintains an open dialogue throughout the change process to continue to build ownership, fine tune actions, and address resistance or concerns.</p> <p>Target: <u>Champions Change Initiatives</u> Takes the lead in advancing ideas or approaches on important issues and key strategic initiatives. Continually looks for and capitalizes on ways to improve system performance.</p> <p>Minimum: <u>Challenges the Status Quo</u> Compares the status quo to an ideal or vision of change. Is unwilling to stand by and pushes the way</p>
<p>TEAM LEADERSHIP</p> <p>VALUES: Collaboration & Teamwork, Trust, Personal Responsibility, Respect</p>	<p>Team Leadership is the manner in which one assumes the role as leader of a team or group. It includes maintaining the group's focus, facilitating discussions and motivating team or group members to achieve objectives.</p> <p>Superior: <u>Positions Self as the Leader</u> Ensures that others don't just follow, but buy into the missions, goals, agenda, climate, tone and policy. Instills confidence in his or her credibility as a leader to others.</p> <p>Target: <u>Takes Care of the Group</u> Takes a stand to protect the group and its reputation. Promotes the group and its objectives to others. Keeps the group focused on the objectives.</p> <p>Minimum: <u>Uses Authority Fairly</u> Uses leadership authority in a fair and equitable manner. Makes a personal effort to treat all group members fairly. Makes sure the needs of the group are</p>

EXHIBIT B-INSURANCE REQUIREMENTS - SAFE PROGRAM

INSURANCE REQUIREMENTS

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. 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 **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. Contractor shall not allow any subcontractors to commence work until the insurance required of such subcontractors 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 Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractors insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- A. 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 Contractor's or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

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

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

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, noncontributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Personal Injury

2. **MEDICAL PROFESSIONAL LIABILITY** insurance policy, which includes a **minimum** limit of liability of \$1,000,000 for each Wrongful Act, and \$2,000,000 aggregate limit. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant 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 Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

3. **WORKERS' COMPENSATION** 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.

ACCEPTABILITY OF INSURERS

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

MISCELLANEOUS

A. Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished 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 at least fifteen (15) days prior to the expiration of any policy(s).

B. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to :

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

C. 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

D. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) 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's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro 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's Risk Management Division.

E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or