CONTRACT DATA SHEET

PSC Type (check one): _____New __X___Renewal _____Addendum

Contractor Information

1. Legal Name of Contractor: University of Louisville Research Foundation c/o Department of Pediatrics
2. Address: 571 South Floyd Street, Louisville, K Y 40202-3830
3. Contact Person Name & Telephone Number: Gary Sutherland 852-8615
4. Revenue Commission Taxpayer ID#:
5. Is account in good standing: yes
6. Federal Tax ID # (SSN if sole proprietor):

Department Information

7. Requesting Department: Health and Wellness
8. Contact Person Name & Telephone: Ken Kring/MarySusan Ward 574-8430

Contract Information

9. Not to exceed amount: $156,268
10. Are expenses reimbursed?No
11. If yes list allowable expenses and maximum amount reimbursable:
12. Beginning and ending date of the contract: July 1, 2008 through June 30, 2009
13. Coding:2601-605-4154-411593-521362
14. Scope & Purpose of the contract: Provide physician coverage for the Communicable Disease Program. $13,022.34 per month, payable 1 month in advance upon receipt on proper invoice. Personnael and expertise not available within the Department

Authorizations

_____ County Attorney Review / Approved as to Form:

Department Director:_____ Date: 6/23/08

Signature certifies:

_____ *Funds are available*

_____ *Contractor is registered and in good standing with the Revenue Commission*

_____ *Human Relations Commission registration requirements have been met*

_____ Risk Management Division of Finance - Certifies Insurance requirements satisfied: 8-7-08

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding $10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

__X_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Governme nt.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

_____ 6/23/08 _____

Requesting Department Director Date **Mayor

Date

*****Signature is required only for Written Finding A***

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"** or **("LMHD"),** and **THE UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC. ("CONSULTANT"),** with offices located at 571 South Floyd Street, Louisville, Kentucky 40202

W I T N E S S E T H:

WHEREAS, the Metro Government desires physician services for its communicable disease program; and

WHEREAS, Consultant has physicians qualified in the practice of communicable diseases and the capability to provide these physician services; and

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

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

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro

Government make available its resources without the full consent and understanding of both parties.

C. The services of Consultant shall include but not be limited to the following:

1. Consultant shall provide physician services for the Metro CD program area. Consultant physicians ("Physicians") shall be licensed to practice medicine in the State of Kentucky. Physician services shall be provided under the direction of the LMHD Director, or his designee, at sites designated by LMHD.
2. Consultant's Physicians will provide services according to acceptable professional standards of care and applicable LMHD medical treatment protocols.
3. Consultant shall be responsible for providing physician coverage for CD coverage 40 hours per week. Telephone back up coverage will be provided when the designated Consultant Physician is out of the office for vacation, holidays, or other breaks.
4. Consultant Physicians shall provide medical direction for all LMHD CD activities to include STD and TB Services.
5. Consultant agrees to maintain all patient data in a confidential manner, according to all-applicable state and federal laws and LMHD policies and to sign the LMHD Business Associates Agreement. Consultant agrees to follow LMHD medical records policies and procedures.

D. The Metro Government shall:

1. Provide appropriate nursing and administrative support services for Consultant Physicians;
2. Allow designated Consultant Physician to see patients at the University for one half-day per working week;
3. Retain complete ownership of all data, whether print or electronic, including but not limited to patient records, disease surveillance, and provider utilization information, gathered by Consultant while providing services under this Agreement. LMHD agrees that Consultant may analyze the data for purposes of research and/or publication.

II. FEES AND COMPENSATION

A. The Metro Government shall pay Consultant for appropriately documented services rendered during this Agreement. The Metro Government shall pay Consultant monthly at the rate of **THIRTEEN THOUSAND TWENTY TWO DOLLARS AND THIRTY FOUR CENTS ($13,022.34)** per month. The total

compensation paid pursuant to this Agreement shall not exceed **ONE HUNDRED FIFTY SIX THOUSAND TWO HUNDRED SIXTY EIGHT DOLLARS ($156,268.00)**. Any and all reimbursements, payments, collections, and fees associated with physician services provided at LMHD by Consultant under this Agreement shall remain the property of LMHD.

B. Services shall be rendered and payment therefore shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly and the invoice shall describe the nature of the services provided.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

E. Consultant 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. Consultant agrees that original invoices that are not in Metro Government possession by this time will not be paid and Consultant agrees to waive its right to compensation for services billed under such invoices.

III. DURATION

A. This Agreement shall begin July 1, 2008 and shall continue through and including June 30, 2009.

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. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant 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

Consultant 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 Consultant'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 Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant'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 Consultant'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.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant and the University of Louisville (U of L), as agencies of the Commonwealth of Kentucky, although vested with sovereign immunity, are subject to the Board of Claims Act, KRS 44.070-44.160. Claims against Consultant and U of L relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by that Act and other applicable law, the Consultant, as agent for the University of Louisville for receiving grants and research agreements from external funding sources, shall defend, indemnify and hold harmless

the Metro Government from and against any and all claims which may result from any error or omission arising out of Consultant's and U of L's performance under this Agreement.

VII. INSURANCE REQUIREMENTS

UNIVERSITY, by and through the Department of Pediatrics, will provide medical malpractice insurance and indemnification for UNIVERSITY PHYSICIANS for acts and/or omissions of UNIVERSITY PHYSICIANS performed in furtherance of LMHD business and within the scope of UNIVERSITY PHYSICIANS' duties as set forth in this Agreement, retroactive to the Effective Date of the Agreement.

VIII. 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. 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.

IX. 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.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant 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.

XI. 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.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

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

XV. 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.

XVI. 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.

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

XVIII. 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.

XIX. MISCELLANEOUS Consultant 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 and, in that regard, Consultant agrees to comply 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. Consultant shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and Consultant agrees to sign the Health Department Business Associate Agreement. Consultant 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 the Metro Government's Business Associate Agreement.

The Metro Government and Consultant 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.

Consultant certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of the Louisville Metro Government or its Department of Public Health and Wellness. Consultant agrees to comply with all constitutional, statutory, regulatory and common law requirements adhered to by the Metro Government pertaining to conflicts of interest.

Consultant 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 Consultant shall reveal any final determination of a violation by the Consultant 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 Consultant or

subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant 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:

IRV MAZE
JEFFERSON COUNTY ATTORNEY

Date: 7/2/08

UNIVERSITY OF LOUISVILLE

Recommended By:

EC Halperin

Edward C. Halperin, M.D., M.A.
Dean of the School of Medicine

Date: 7.11.08

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

DR. ADEWALE TROUTMAN, M.D., DIRECTOR, DEPARTMENT FOR PUBLIC HEALTH AND WELLNESS

Date: 8/1/08

UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC.

By:

Title: Exec. Vice Pres. for Health Affairs

Date: 7-14-08

Taxpa
(TIN):

Louisville/Jefferson County Revenue Commission Account No.:

RECOMMENDED, ON BEHALF OF CONSULTANT:

By:

Title: Chairman, Dept Pediatrics

Date: 7/10/08

APPROVED AS TO FORM, ON BEHALF OF CONSULTANT:

By:

Title: ASSOCIATE UNIVERSITY COUNSEL

Date: 7/11/08

Health Department PSC with University of Louisville Research Foundation for Communicable Disease Program Fiscal Year 2008-2009 070108- [pr]

KENTUCKIANA MEDICAL RECIPROCAL RISK RETENTION GROUP

550 South Jackson
Ambulatory Care Building, Suite A1J03
Louisville, KY 40202

Telephone: (502) 562 - 8004
Facsimile: (502) 562 - 5766

Certificate of Insurance
Physician Professional Liability Coverage

Coverage applies on behalf of those individuals and entities who are named on the Schedule of Insureds submitted to the Company by the Named Insured:

Date:01/10/2008
Insured: Matthew Zahn, M.D.
P.S.C. Name: University Children's Infectious Diseases Specialists, LLC
Address: 571 S. Floyd St. Suite 321
Louisville, KY 40202
Specialty: Pediatric Infectious Disease

Coverage Term: 12:01 AM 01/01/2008 to 12:01 AM 01/01/2009 Eastern Standard Time
Retroactive Date: 08/16/2004
Coverage Form: Modified Claims Made
Coverage Type: Broad Form
Policy Number: L3010-08-116
Limits of Liability: $1,000,000 Each Claim / $3,000,000 Annual Aggregate

Coverage Notes: The Limits of Liability evidenced above apply separately to the PSC. Further, PSC limits are shared with all allied health professionals and other non-physician employees named on the Schedule of Insured Allied Health Professionals, but only while acting within the scope of their employment duties.

This Certificate of Insurance has been issued based upon the representations and warranties made in your application.

The insurance provided is subject to all of the terms and conditions of the above referenced policy. Coverage terminates at the earlier of:

A. The date upon which you elect to cancel coverage; or
B. The date upon which you no longer meet eligibility requirements; or
C. The failure to make payment of premiums as invoiced

This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by policy number L3010-08-116 issued by the Kentuckiana Medical Reciprocal Risk Retention Group.

Brenda L. Lane

Authorized Signature