



**PROFESSIONAL SERVICE CONTRACT
BETWEEN THE LOUISVILLE/JEFFERSON
COUNTY METRO GOVERNMENT ("Metro") AND
CROSSNORE COMMUNITIES FOR CHILDREN
("Contractor") for
TRAUMA MANAGEMENT ASSISTANCE
PROGRAM**

WHEREAS, the Metro Government is in need of certain professional services with respect to Project is to assist high-risk youth and families in West and South Louisville - most affected by trauma, violence, and civil unrest gain access to culturally responsive and trauma-informed care resources; and

WHEREAS, the Contractor has been determined by the Metro Government to have the necessary experience, expertise, and qualifications to provide those services,

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

This Contract is between CROSSNORE COMMUNITIES FOR CHILDREN having offices at PO BOX 249 Crossnore NC 28616 and the Louisville/Jefferson County Metro Government, acting by and through its Office for Safe & Healthy Neighborhoods ("Metro"), a Kentucky consolidated local government, and is effective as of the date executed by Metro ("9/30/2022").

Capitalized terms used but not defined herein have the meanings given them in Professional Service Contract, requisition [00003440] ("PSC").

1 This Contract is composed of the following documents:

- 1.1 This Contract
- 1.2 Standard Terms, incorporated herein under Section 6 as 'Standard Terms'
- 1.3 Federal Terms (If applicable), incorporated herein under Section 'Federal Terms'

2 Scope of Work The services of Contractor shall include but not be limited to the following:

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

The Crossnore School and Children's Home, Center for Trauma Resilient Communities (CTRC) is a trauma-informed, evidence based model approved by the grant funder Substance Abuse and Mental Health Services Administration (SAMHSA). The purpose of the project is to assist high-risk youth and families managing trauma in West and South Louisville. Through project implementation, the team helps promote resilience and equity in communities that have recently faced civil unrest by providing evidence-based, violence prevention, and community youth engagement programs as well as linkages to trauma-informed behavioral health services. The goal of the SAMHSA ReCAST/Louisville TRC Project is for local community entities to work together in ways that lead to improved behavioral health, empowered community residents, and reductions in trauma and sustained community change. The program is further described in Project Narrative attached hereto and incorporated herein.



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SAMHSA ReCAST
Creating a Trauma Resilient Community in
Louisville, Kentucky
Year 5 Budget

PROJECT NARRATIVE

The city of Louisville was awarded and accepted the SAMHSA ReCAST grant in 2018. The purpose of the Louisville TRC Project is to assist high-risk youth and families in West and South Louisville - most affected by trauma, violence, and civil unrest gain access to culturally responsive and trauma-informed care resources. Project goals consist of the following:

- Promote resilience and equity
- Build community capacity in trauma-informed practices and behavioral health services
- Leverage existing community efforts that helps make Louisville a healing centered city

CENTER FOR TRAUMA RESILIENT COMMUNITIES (CTRC)

1. Personnel Cost			
Position	Annual Salary/Rate	Level of Effort	Salary Charged to Award
On-site Program Coordinator	(Current) \$57,250 + (3% Increase) \$1,717.5 = \$58,967.50 + (28% Overhead) 16,510.9	100%	\$75,478.40
POSITION JUSTIFICATION			
Currently, the On-Site Program Coordinator's Salary is \$57,250 we are looking to give a 3% salary increase (1,715.5) totaling \$58,967.50 for the total Salary. Included in the total salary is the 28% overhead of 16,510.90 totaling \$75,478.40. The Louisville TRC Project Implementation Team Coordinator is responsible for coordinating all activities pertaining to the TRC Model implementation including all TRC Model training (local BBA led and CTRC led), BBA consultations, BBA coaching, and implementation meetings, workshops, networking events, champion trainer meetings, etc.			
Total Salary			\$75,478.40



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2. Travel

Purpose	Destination	Items	QTY	# Days	Charge Per Day	# Trainers	Total Cost
4 In-Person TRC Model Boosters for backbone Agency Leadership/Certified Trainers	Louisville	Flights, Lodging, Food, Mileage etc.	4	3	500	2	\$12,000
2-Day Train-the-Trainer Certification	Louisville	Flights, Lodging, Food, Mileage etc.	1	4	500	2	\$4,000
2 TRC Community Engagement 2-Day (Resilience Academy)	Louisville	Flights, Lodging, Food, Mileage etc.	2	4	500	2	\$8,000
12 Individual Full Day Visits to Each BBA for Certification Split into 2 trips (1 trainer per agency)	Louisville	Flights, Lodging, Food, Mileage etc.	2	5	500	2	\$10,000
1-Day Louisville TRC Summit	Louisville	Flights, Lodging, Food, Mileage etc.	1	3	500	3	\$4,500
Total Travel Cost							\$38,500.00

TRAVEL JUSTIFICATION

TRC Model Boosters: Boosters focus on maintaining relationships, formalizing, and standardizing trauma-informed collaboration and coordination among our Backbone Agencies to continue embedding and embodying the TRC Model within their organizations and our trainees (Leadership and Certified Trainers). Train the Trainer Certification: The TTT Certification continues formalizing and standardizing trauma informed collaboration and coordination for our Backbone Agencies through the implementation of the TRC Model. By certifying champion trainers to facilitate and assist with implementation, CTTC creates a sustainable way to continue training and support long after the Louisville TRC Model grant has ended. Many of our original certified trainers have left their jobs, leaving a need for our BBAs to have more certified trainers. Having the opportunity for BBAs to have additional Certified Trainers increases their capacity to jump-start implementation and sustain organizational level change. Resilience Academy: Resilience academy assists in formalizing and standardize trauma-informed collaboration and coordination among the community through introductory level training of the TRC Model. Certification Visits: As we wrap up year 5, each Backbone Agency will have a full day visit where CTTC faculty will visit to assess TRC Model embedding within each agency. These visits will focus on presentations from Certified Trainers, assessment on future sustainability plans, and integration of the TRC Model into every aspect of the organization. Louisville TRC Summit: As part of the original plan from Year 1 Kick Off, CTTC plans to assist and support efforts around the Louisville TRC Project Summit. This is a time to celebrate, learn, connect, and reflect on the last 5 years and what's been accomplished.

3. Other

Activity	QTY	Days/Hours	Charge	#Trainers	Total Cost
4 In-Person TRC Model Boosters for Backbone Agency Leadership/Certified Trainers	4	1	2,500	2	\$20,000
2-Day Train the Trainer Certification	1	2	2,500	2	\$10,000
TRC Community Engagement (Resilience Academy)	2	2	2,500	2	\$20,000



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TRC Project Summit	1	1	2,500	2	\$7,5000
Keynote Speaker/Performance					\$10,000
12 Individual Full Day Visits to Each BBA for Certification Split into 2 trips (1 trainer per agency).	12	1	2,500	1	\$30,000
Zoom/Phone Consultations	12	6	250	1	\$18,000
Zoom Coaching/Training Support	12	6	250	1	\$18,000
TRC Team Meetings	12	5	250	2	\$15,000
Implementation Team Planning	12	6	250	2	\$15,000
Space and Training Materials	12		250		\$18,000
Space and Training Materials for Summit	12		250		\$10,000
Interpreter/Translation Services			40	50	\$2,000
Total Other Cost					193,500.00

The above "other" activities are essential to the support needed for Backbone Agencies and the coordination of the grant as a whole. The activities listed above are separated for in-person and online. Those that are in-person are also reflected in the travel section. These activities are itemized into quantity and unit price for those faculty/staff who are not full-time grant-paid staff. TRC Model Boosters: Boosters focus on maintaining relationships, formalizing, and standardizing trauma-informed collaboration and coordination among our Backbone Agencies to continue embedding and embodying the TRC Model within their organizations and our trainees (Leadership and Certified Trainers). We expect to have 3 Boosters via Zoom and 3 Boosters in person. This is subject to change due to COVID restrictions and concerns. Train the Trainer Certification: The TTT Certification continues formalizing and standardizing trauma-informed collaboration and coordination for our Backbone Agencies through the implementation of the TRC Model. By certifying champion trainers to facilitate and assist with implementation, CTRC creates a sustainable way to continue training and support long after the Louisville TRC Model grant has ended. Many of our original certified trainers have left their jobs, leaving a need for our BBAs to have more certified trainers. Having the opportunity for BBAs to have additional Certified Trainers increases their capacity to jump-start implementation and sustain organizational level change. Resilience Academy: Resilience academy assists in formalizing and standardize trauma-informed collaboration and coordination among the community through introductory level training of the TRC Model. We expect to do these two certifications, one in Fall 2021 and another in Spring 2022, in person. This is subject to change due to COVID restrictions and concerns. Resilience Academy: Resilience Academy assists in formalizing and standardize trauma-informed collaboration and coordination among the community through introductory level training of the TRC Model. We expect to do both of these Resilience Academy in person. This is subject to change due to COVID restrictions and concerns. TRC Project Summit: As part of the original plan from Year 1 Kick Off, CTRC plans to assist and support efforts around the Louisville TRC Project Summit. This is a time to celebrate, learn, connect, and reflect on the last 5 years and what's been accomplished. Keynote



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Speaker/Performance: IF requested CTRC will hire, pay, and arrange transportation, lodging, etc. for a keynote speaker or performance for the Louisville TRC Project Summit. Certification Visits: As we wrap up year 5, each Backbone Agency will have a full day visit where CTRC faculty will visit to assess TRC Model embedding within each agency. These visits will focus on presentations from Certified Trainers, assessment on future sustainability plans, and integration of the TRC Model into every aspect of the organization. Zoom/Phone Consultations: Each agency is given group consultations to assist with their Core Team creation, implementation planning, etc. This time is utilized in whatever way the Backbone Agency needs at the time of the consult. Using zoom consultations is an efficient way for CTRC to support agencies throughout implementation. Zoom Coaching/Training Support: CTRC offers coaching and training support via Zoom to assist Certified Trainers in preparing for facilitating module training. This opportunity allows certified trainers to have access to CTRC staff to help coach them through the content and delivery of each module. TRC Team Meetings: To support the Louisville TRC Project team and break down siloed work within the project, CTRC has time available to the other Louisville TRC Project Teams (Metro, Clinical, and Evaluation) to connect and collaborate on all project needs. Implementation Team Planning: CTRC staff plan and prepare for consultations, coaching, training, etc. and work to integrate implementation planning for each of the Backbone Agencies. This time is used to plan and continue supporting upcoming project deliverables. Space and Training Materials: IF REQUESTED We have increased the Space and Training Materials to cover the cost of the Summit along with a materials such as printed documents, activity supplies, and training kits to support the in-person participant experiences. This line item is also used if community space has rental fees, etc.	
Total Project Cost	\$307,478.40



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- 3 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
- 1.1 This Contract
 - 1.2 Standard Terms
 - 1.3 Federal Terms
- 4 **Term of Contract.** The Contract shall begin 9/30/2022 and shall remain in effect for twelve (12) months.
- 5 **Compensation.** Contractor shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal to **DOLLARS (\$ 307,478.00)** per [Upon delivery/completion]. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **DOLLARS (\$ 307,478.00)**.
- 6 **Standard Terms**
- A. **Payment Terms: Net 30.**
 - B. **Occupational Health and Safety.** The Contractor 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. The Contractor will provide training documentation for all standards applicable to the job. Necessary trainings would include, but are not limited to, remediation, abatement, powered industrial truck equipment brought on site by Contractor, SDS for all chemicals brought to site by Contractor, confined space, fall protection, or any other trainings required by an afore mentioned standard under the scope of work being proposed. The Contractor agrees to provide, for all their employees working on properties where Metro employees reside, documentation of current (annual) asbestos awareness training, per OSHA's 1926.1101(k)(9)(vi) regulation. The Contractor also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions on Metro Government property. Contractor 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.
 - C. **Records Retention.** 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.

- D. **Open Records.** All materials submitted in response to the solicitation document will become the property of the Metro Government. One copy of a submitted Proposal will be retained for official files and will become public record. In general, under the Kentucky Open Records Act (Kentucky Revised Statutes, sections 61.870 – 61.884), public records of the Metro Government are subject to disclosure to a requesting party. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the Open Records Act ("ORA"), should not be included in the vendor's Proposal, as it may be made available to the public. If a vendor's Proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meet the disclosure exemption requirements of the ORA, then that information will not be disclosed in response to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its Proposal because such information may be disclosed to the public.
- E. **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.
- F. **Contract Termination:**
1. Termination for Cause
 - a. Metro Government may terminate a contract because a contractor fails to perform its contractual duties.
 - b. If a contractor is determined to be in default, Metro Government shall notify the contractor in writing and may either 1) terminate the contract immediately or 2) set a date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
 - c. A default in performance by a contractor for which a contract may be terminated shall include, but not be limited to:
 - i. Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - ii. Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - iii. Failure to diligently advance the work under a contract for construction services;



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- iv. The filing of a bankruptcy petition by or against the contractor; or
 - v. Actions that endanger the health, safety or welfare of Metro Government or its citizens.
 - d. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance.
2. In the event that, during the terms of this Contract, funds are not appropriated for the payment of the Metro Government's obligations hereunder, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made.
3. Termination for Convenience
- a. Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.
- G. **Force Majeure.** Neither Contractor nor the Metro Government shall be liable in damages or have the right to terminate a contract executed hereunder for any delay or default in performing that contract if such delay or default is caused by conditions beyond either party's control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, pandemics, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- H. **Assignment of Contract.** The Contractor shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract without the written consent of the Metro Government shall be void. Contractor agrees that the Metro Government shall consent to any request for assignment or subcontract in its sole discretion. If ownership of Contractor changes, Contractor or its successor firm shall notify Metro Purchasing in writing within 30 days of the Contractor's receiving notice that its ownership is changing, including but not limited to purchase or other transfer.
- I. **No Waiver.** No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- J. **Authority to do Business.** The Contractor must be a duly organized and authorized to do business under the laws of Kentucky. Contractor must be in good standing with all government agencies and have full legal capacity to provide the services specified under this Contract. The Contractor must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Contractor to enter into this Contract. The Contractor will provide Metro Government with a



copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Contractor is authorized to do business in the State of Kentucky, if requested.

- K. **Governing Law.** The Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding the Contract, the Parties agree that 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 the Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- L. **Ability to Meet Obligations.** Contractor affirms that there are no actions, suits or proceedings of any kind pending against Contractor or, to the knowledge of the Contractor, threatened against Contractor before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Contractor to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- M. **Per KRS 45A.455: Conflict of Interest.**
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 therefore, 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 therefore.
 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.
- N. **Violations of and Compliance with Kentucky Law.** Per KRS 45A.485, 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.
- O. **Suspension or Debarment.** Suspension or debarment of a vendor may occur as a result of a pattern of noncompliance or a single instance of flagrant noncompliance with the terms and conditions of LMG's policies, procedures, program guidelines or agreement(s). If suspended or debarred, the vendor shall be removed from any contracting opportunities and payments. Information on types of violations that warrant suspension or debarment and an appeal process for the vendor is available at www.louisvilleky.gov/purchasing.
- P. **Discrimination.** The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap, sex, sexual orientation or gender identity and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.
- Q. **Hold Harmless and Indemnification Clause.** The Contractor shall 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 breach of contract, and (2) not caused by the negligent act or omission or willful misconduct 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.



R. Insurance Requirements.

1. 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.

2. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:
 - a. "The Louisville/Jefferson County Metro Government, along with its elected and appointed officials, employees, agents, successors, agencies, departments, affiliates, and assigns are included as and deemed an "Additional Insured" with respect to the operations of the Named Insured performed under this contract."
3. 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):
 - a. **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:
 - i. Premises - Operations Coverage
 - ii. Products and Completed Operations
 - iii. Contractual Liability
 - iv. Broad Form Property Damage
 - v. Independent Contractors Protective Liability
 - vi. Personal Injury



- b. **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.
 - c. **AUTOMOBILE LIABILITY**: insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
 - d. **PROFESSIONAL LIABILITY** (Errors and Omissions 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.
4. **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.

5. **MISCELLANEOUS**

- a. 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).
- 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 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.
- e. 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.
- S. **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.
- T. **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.
- U. **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.
- V. **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.
- W. **Payment.** 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 Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

- X. **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.

7 Federal Terms

A. Domestic Preferences for Procurement

Louisville Metro Government strongly encourages the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) by contractors. (2 CFR § 200.322)

For purposes of this section:

- "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

B. Debarment and Suspension

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. (3) This certification is a material representation of fact relied upon by Louisville Metro Government. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.



- iv. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. Byrd Anti-Lobbying Amendment

- i. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

D. Procurement of Recovered Materials

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

E. Access to Records

- i. Contractor agrees to provide the Purchaser, the United States granting agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- ii. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the United States granting agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

F. Energy Conservation



The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.

G. TITLE VI

The Metro Government and Contractor shall 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 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 bid or any contracting resulting from it 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 bid or resulting contract.

H. ALL FEDERAL: Contractor's UEI (Unique Entity Identifier)

UEI: EKKJNRWSKP74

If you do not have a UEI, you can register for one at <https://sam.gov>.

I. Clean Air Act

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

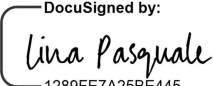
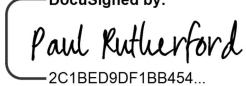
J. Federal Water Pollution Control Act

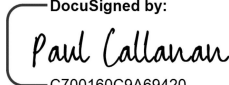
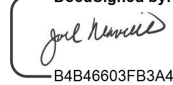
- i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The contractor agrees to report each violation to the Metro Government and understands and agrees that the (Metro Government will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.



This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

CROSSNORE COMMUNITIES FOR CHILDREN	JEFFERSON COUNTY ATTORNEY
Signature:  DocuSigned by: 1289FE7A25BE445...	Signature:  DocuSigned by: 2C1BED9DF1BB454...
Signatory Name: Lina Pasquale	Signatory Name: Paul Rutherford
Title: Executive Director	Title: COUNTY ATTORNEY
Date: 2/6/2023	Date: 2/7/2023

DEPARTMENT – Office for Safe & Healthy Neighborhoods	LOUISVILLE/JEFFERSON COUNTY/METRO GOVERNMENT
Signature:  DocuSigned by: C700160C9A69420...	Signature:  DocuSigned by: B4B46603FB3A42D...
Signatory Name: Paul Callanan	Signatory Name: Joel P Neaveill



Title: DEPARTMENT DIRECTOR	Title: PROCUREMENT DIRECTOR
Date: 2/7/2023	Date: 2/7/2023