

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PUBLIC HEALTH AND WELLNESS**, herein referred to as “**METRO GOVERNMENT**”, and **NORTON HEALTHCARE, INC.**, 4965 U.S. Highway 42, Louisville, Kentucky 40221, herein referred to as “**CONSULTANT**”.

WITNESSETH:

WHEREAS, the Metro Government desires to employ an Medical Director to assist in oversight and services for its clinical services program; and

WHEREAS, the requirements of the position mandate that the Medical Director be licensed to practice medicine or eligible to be licensed to practice medicine in the Commonwealth of Kentucky and be experienced in public health issues.

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

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

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

I. SCOPE OF PROFESSIONAL SERVICES

A. 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 Louisville Metro Office of Management and Budget 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 those described on Attachment A attached hereto and fully incorporated herein.

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 **FOUR THOUSAND THREE HUNDRED FOUR DOLLARS (\$4,304.00)** per month. The total compensation paid pursuant to this Agreement shall not exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)**. Any and all reimbursements, payments, collections, and fees associated with physician services provided at LMPHW by the designated physician under this Agreement shall remain the property of LMPHW.

B. Payment shall only be made pursuant to a detailed invoice presented monthly, which with the invoice shall include: a descriptive accounting of the time and effort expended in service (e.g. percentage of effort that month, hours expended) under the contract for the monthly period covered on the invoice, the particular nature of such service and any 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.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. 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 January 2, 2023 and shall continue through and including December 21, 2023.

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.

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. Notwithstanding any language in this Agreement to the contrary, Consultant shall be covered in performing the services to be provided hereunder by the Amended Trust Agreement of 2012 ("Trust") by and between the Louisville/Jefferson County Metro Board of Health and JP Morgan Chase Bank, NA, as provided for in that Trust's Section 4, Subsection D, a copy of which Trust is attached hereto and fully incorporated herein as Attachment B.

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 documentation of electronic payroll deposits, or signed receipts for payroll payments if made 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 (if applicable) or procurement card supporting documentation for materials purchased and for Subcontractors' and any other third parties' charges.

VI. 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 Consultants. 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. Metro Government acknowledges Consultant's assertion that it is a non-profit tax-exempt corporation.

VII. 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.

VIII. AUTHORITY

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

Agreement. Further, Consultant certifies that it has the authority to contract for these services with Metro Government for UofL.

IX. 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.

X. 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.

XI. 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.

XII. SUCCESSORS

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

XIII. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and

intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XIV. COUNTERPARTS

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

XV. 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.

XVI. 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.

XVII. MISCELLANEOUS 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 nor any of his 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 any subcontractor performing work under this Agreement ("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.

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 unless the disclosure complies with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. Consultant shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and Consultant agrees to negotiate and execute a mutually acceptable Business Associate Agreement if applicable for the project. 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 an approved Business Associate Agreement that contains substantially the same terms as the Metro Government's Business Associate Agreement.

XVIII. REQUIRED FEDERAL CONTRACT TERMS

Consultant shall comply with the federally required terms attached hereto and fully incorporated herein as Attachment C.

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

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

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

DocuSigned by:
Paul Rutherford
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

DocuSigned by:
Jeffrey Howard, Jr., M.D.
Jeffrey Howard, Jr., M.D. Interim Director
PUBLIC HEALTH & WELLNESS

Date: 2/28/2023

Date: _____

NORTON HEALTHCARE, INC.

DocuSigned by:
Steven Hester
By: _____
Steven Hester

Title: Division President, Chief Medical Officer

Date: 3/11/2023

**Taxpayer Identification No.
(TIN):** _____

**Louisville/Jefferson County
Revenue Commission Account
No.:** _____

ATTACHMENT A

Louisville Metro Department of Public Health and Wellness
Medical Director Scope of Work

Description	Medical Director
Essential Functions	Directs and oversees planning, development, and implementation of clinical activities for the Department of Public Health and Wellness Exercise's supervision over subordinate personnel
Examples Of Work	<p>UNDER GENERAL DIRECTION</p> <p>Directs clinical operations, activities and personnel</p> <p>Establishes and implements clinical goals, objectives, policies and procedures through subordinate managers to achieve the success of programs and operations</p> <p>Participates in the examination, diagnosis and treatment of patients</p> <p>Reviews medical and laboratory data of patients and consults with staff to ensure accurate diagnosis, adequate treatment has been prescribed, proper case management and appropriate epidemiologic follow-up</p> <p>Plans, initiates, directs, coordinates and evaluates medical management activities required to fulfill the departmental clinical practice objectives</p> <p>Evaluates the effectiveness of clinical and medical operations in terms of mission accomplishment, quality and quantity standards, procedural, policy, and regulatory compliance and technical competence</p> <p>Develops and implements examination, diagnostic and treatment protocols and procedures in compliance with CDC guidelines and agency policies and practices</p> <p>Facilitates patient care and medical management conferences using case studies and facilitates meetings with other clinical personnel to update them on medical policies, procedures and objectives</p> <p>Develops performance standards and evaluates subordinate performance</p> <p>Provides technical advice, counsel and instruction</p> <p>Advises department management regarding communicable disease control functions and provides support to medical service programs and projects</p> <p>Attends seminars, meetings, conferences, and formal and informal training to keep abreast of current medical trends</p> <p>Serves as medical consultant to area hospitals and other community healthcare agencies providing communicable and infectious disease related services</p> <p>Participates in emergency response planning</p> <p>Serves as a member of national, state and local medical related committees, work groups, and task forces</p> <p>Selects, trains, disciplines and evaluates employees; recommends personnel actions; and resolves employment complaints and grievances</p> <p>Presents comprehensive and evaluative reports on department operations and activities</p> <p>Represents the department to the Board of Health, medical community, educational institutions, governmental agencies, organizations, departments and the public concerning public health programs, operations and activities in the Director's absence</p>

**Desired
Skills and
Abilities**

Knowledge of causative agent, transmission, and natural history of infectious diseases including TB, HIV, sexually transmitted infections, influenza, food borne illness, and zoonotic infections
Knowledge of methods for diagnosis, treatment, contact investigation, and prevention of infectious diseases
Ability to relay knowledge to program staff, patients, and the general public using language and teaching materials appropriate to each group

Should the department Director position become vacant, the Medical Director will act as Interim Director until a permanent Director of LMPHW is found and begins service. Interim Director responsibilities include:

- Responsible for all clinical programs and clinical operations of the Louisville Metro Department of Public Health & Wellness (LMPHW).
- Report to the Louisville Metro Mayor or his designee on all matters concerning the Board of Health (BOH) and LMPHW.
- Report to the BOH through its chairman as to LMPHW clinical projects and clinical operations related to the BOH's statutory duties and obligations.
- Perform such duties as prescribed in KRS Chapter 212 and all other applicable regulations and laws, whether local, state or federal, and as set out in all contracts or obligations undertaken by LMPHW.
- Perform related duties and assignments as directed by the Metro Government and by the Board of Health in accordance with its statutory duties.
- Maintain the policies and protocols requiring physician direction.
- Review and sign protocols and standing orders issued by the Kentucky Department of Public Health annually.
- Review and Sign LMPHW clinical services protocols and standing orders as needed.
- Act as the representative of the Metro Government on various boards, committees, task forces, etc.

Attachment B

Amended Trust Agreement of 2012 by and between the Louisville/Jefferson County Metro
Board of Health and JP Morgan Chase Bank, NA

AMENDED TRUST AGREEMENT OF 2012

This Amended Trust Agreement of 2012 ("Agreement") is entered into and made effective on this 22nd day of July, 2012 (the "Effective Date") by and between the Louisville/Jefferson County Metro Board of Health ("Board of Health") and JP Morgan Chase Bank, NA ("Trustee").

WITNESSETH:

WHEREAS, the Board of Health and Liberty National Bank & Trust Company entered into the original "Trust Agreement" dated September 28, 1977 (the "Self-Insurance Trust") in order for contributions to the Self-Insurance Trust fund to be recognized as allowable costs of operation for Medicare reimbursement purposes; and

WHEREAS, pursuant to said Trust Agreement, the Board of Health transferred, conveyed and assigned to Liberty National Bank & Trust Company, in trust, the assets and properties of the Self-Insurance Trust for all the uses and purposes stated in the Trust Agreement; and

WHEREAS, the Board of Health has previously conveyed Louisville General Hospital to the University of Louisville and, therefore, was no longer responsible for claims involving incidents occurring after 1979; and

WHEREAS, to reflect those changes and other reasons, the original trust Agreement was replaced by a "First Amended Trust Agreement" on September 26, 1979; and

WHEREAS, after consolidation of Louisville and Jefferson County governments in January 2003, the Board of Health and BANK ONE TRUST COMPANY, N.A., a successor company to Liberty National Bank & Trust Company, entered into second "AMENDED TRUST AGREEMENT OF 2005, effective April 29, 2005, to clarify the terms of coverage under the "First Amended Trust Agreement" of 1979; and

WHEREAS, KRS 65.2005 and Louisville Metro Codified Ordinances Sections 35.180-183 provide that with some exceptions described therein, Louisville Metro must provide for a defense and indemnity when Louisville Metro employees and officers are sued as a result of performance of their official duties; and members of the Board of Health and employees of the Louisville Metro Department of Public Health and Wellness fall within the protection of the statute and ordinances referred to above; and

WHEREAS, qualifying Family Health Centers, Inc. employees are generally protected for claims of medical malpractice by the Federal Tort Claims Act (42 USC Section 233(g)); but the employees of Family Health Centers, Inc. are not employees of Louisville Metro and are therefore not entitled to a defense and indemnity under the state statute and Louisville Metro Ordinance for non-medical claims; and

WHEREAS, there is a need for the self-insurance trust to remain in existence to cover claims falling outside the protection afforded the Federal Tort Claims Act; and

WHEREAS, to reflect these changing circumstances, it is necessary to amend the "AMENDED TRUST AGREEMENT of 2005" as follows:

NOW, THEREFORE, THE AMENDED TRUST AGREEMENT OF 2005 IS AMENDED AS FOLLOWS AND SHALL BE REFERRED TO AS THE "AMENDED TRUST AGREEMENT OF 2012":

1. Ownership of Trust Assets. The Trustee shall have the muniments of title and sole custody of all the assets comprising this trust estate and any and all income earned thereon shall become a part of such trust estate. The Trustee is hereby vested with full and complete title to all said trust estate, both as to principal and income, subject only to the terms of this Agreement. Except as herein expressly provided, no part of this trust estate shall be liable for the debts of the Board of Health, its divisions and/or subsidiaries, nor shall the same be subject to seizure by any creditor of the Board of Health, its divisions and/or subsidiaries, under any writ or proceeding at law or in equity.
2. Restrictions on Trustee. The Trustee shall make no loans from the trust estate to the Board of Health. The Board of Health shall have no power to sell, assign, transfer, encumber, or in any other manner dispose of its interests in this trust estate except as is herein specifically provided.
3. Soundness of the Fund. In order to maintain this trust estate in an amount sufficient to satisfy the purposes of this trust as described in paragraph 4 below, the Board of Health shall periodically engage the services of an independent actuary to analyze the trust estate using actuarial methods customarily employed by the insurance industry to determine the soundness of the self insurance reserve funds. To maintain the soundness of the fund for its primary purpose, the fund will be maintained between an 85-95% confidence level of protection.

A copy of the report of the independent actuary shall be submitted to the Trustee and the Board of Health.

4. Purpose of Trust.

(A) **The primary purpose of this trust shall be: (i) to provide for the defense** against any Covered Claim (as hereinafter defined) made against the Board of Health or others herein specified and (ii) to provide for the payment of any settlement or final judgment entered against the Board of Health or others herein specified for any such Covered claim in an amount not to exceed \$1,000,000 for any one occurrence and \$1,000,000 in the aggregate during any fiscal year for the Board of Health, the Louisville Metro Department of Public Health and Wellness ("Department"), or the Family Health Centers, Inc., as the Board of Health may decide.

(B) A "Covered Claim", as said term is used in this Agreement, shall be any claim, not otherwise covered by the Federal Tort Claims Act, (i) for medical malpractice or (ii) for general liability, against the Louisville Metro Board of Health or any of its divisions or subsidiaries; and the Louisville Metro Department of Public Health and Wellness ("Department"), and the persons described in paragraph (4)(D)(E), and (F) below. This includes specifically, Family Health Centers, Inc., and its directors, officers and employees.

(C) "General Liability" shall mean any claim for negligence, including claims for damage to property or persons, any claim for false arrest, slander, false imprisonment, malicious prosecution, libel, and invasion of privacy. Such term, however, shall not include, and there is specifically excepted from this coverage, any claim arising out of use of an automobile, or resulting from war, insurrection, acts of terrorism, rebellion, or the like, or which results from an employee's or agent's willful violation of law or with the consent of the injured party.

(D) While engaged upon the business of the Board of Health, the Department, or Family Health Centers, Inc, the coverage described in subsection 4(B) above shall extend to all members of the Board of Health; its subsidiary boards and committees; and all agents, employees and personnel of the Board of Health, the Department, and Family Health Centers, Inc.; including any physician serving in the capacity of the Department's Medical Director or Interim Medical Director, or substituting during his/her absence.

(E) The coverage described in subsection 4(B) may be extended to an entity or person performing work for the Board of Health or the Department upon approval of the Board of Health.

(F) Anything contained in this Agreement to the contrary notwithstanding, the coverage herein provided shall specifically extend to the Director of the Department ("Director") for actions performed in furtherance of the business of the Department or the Board of Health.

5. Other Permitted Expenditures. In addition to the payments for the purposes specified in Paragraph 4 above, the Trustee may make disbursements from the trust estate only for the following purposes: (a) for payment of the Trustee's fees and expenses as authorized by this Agreement, (b) for payment of fees and expenses pertaining to any claim management and/or risk management programs adopted or approved by the Board of Health, (c) for payment of fees and expenses for the actuarial services referred to in Paragraph 3 hereof, and (d) for payment of fees and expenses for legal services incurred in defending claims made of the type referred to in Paragraph 4 hereof.

6. Reservation of Certain Authority. The Board of Health shall have and it hereby reserves, all final authority with respect to the settlement or payment of any claim or judgments as referred to in Paragraph 4 of this Agreement, or with respect to the employment of these agents referred to in Paragraph 5.

7. Procedures for Payment.

(A) For those payments from trust assets specified in Paragraphs 4 and 5(d) hereof, the Trustee shall require a resolution adopted by the Board of Health in formal session, along with written authorization from the Secretary of the Board of Health, or in his or her absence, from the Chairman or Vice Chairman thereof, stipulating the party or parties to whom the payment is to be made, the amount of the payment, and the specified reason for the payment. The Board resolution itself shall be provided to the Trustee in the written form of an excerpt of the Board minutes, certified by the Chairman, Vice Chairman, or Secretary of the Board of Health.

(B) For those payments from trust assets specified in Paragraphs 5(a), 5(b) and 5(c) hereof, the Trustee shall require written authorization from the Secretary of the Board of Health, or in his or her absence, from the Chairman or Vice Chairman thereof, along with an executed copy of the contract or agreement under which said payment is being made. However, in the event that the requested payment should exceed the contract amount, or not otherwise be covered by a written agreement, then the Trustee shall require a Board resolution in the same form and with the same approval as set forth hereinabove for payments permitted under Paragraphs 4 and 5(d) of this Agreement.

8. Investment of Trust Assets. The Trustee shall use its best efforts to preserve the trust estate through the proper investment thereof. The Trustee shall not sell, purchase, exchange, or otherwise deal with or dispose of trust assets for less than full and adequate consideration.

9. Trustee Power Over Assets. In the administration of this trust estate, the Trustee shall have all those powers incidental to ownership normally allowed a trustee, and such powers shall be exercised without necessity of any prior or subsequent approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of any of its actions. Without in any way limiting the generality of the foregoing, the Board of Health further grants to the Trustee the following additional specific powers: (a) to sell or exercise any "right" issued on any securities held in the trust estate, (b) to vote in person or by proxy any stocks or securities and to grant such proxies and powers of attorney to others, (c) to consent to and participate in any plan for the liquidation, reorganization, consolidation, or merger of any corporation whose stock or other security is held in trust herein, and (d) to register or carry trust property in its name or in the name of its nominee or to hold it unregistered.

10. Annual Certified Statement. The Trustee shall submit a certified financial statement to the Board of Health no later than sixty (60) days after the end of each fiscal year of the trust estate. Said statement shall provide at least the following information: (a) the balance in the trust estate at the beginning of the fiscal year, (b) the amount and nature of all current year payments or withdrawals from the trust estate, including a separate accounting for claims paid, for claims and risks management expenses, for legal expenses, for actuarial expenses, and for Trustee's fees and expenses, and (c) the balance in the trust estate at the end of the fiscal year.

11. Discontinuance of Coverage. In the event the Board of Health discontinues services requiring the coverage herein provided, or in the event that it purchases insurance required to take the place hereof and wishes to discontinue its self insurance coverage for subsequent medical malpractice and/or general liability claims, then the following steps shall be taken. An independent actuary shall analyze the balance in the trust estate and shall determine the adequacy of the funds to support disbursements to cover payment of future claims and expenses arising from instances occurring while payments into the trust estate were being made. The Trustee shall maintain in the trust an appropriate reserve to pay such claims and expenses, but if the actuary determines that there are excess funds in the trust estate, the excess balance shall be refunded to the Board of Health.

12. Resignation or Removal of Trustee.

(A) The Trustee hereunder (whether originally designated herein or appointed as "Successor Trustee") shall have the right to resign at any time by giving ninety (90) days written notice thereof to the Board of Health. Thereafter the Board of Health shall have the right and duty to appoint a Successor Trustee within said ninety (90) day period.

(B) The Board of Health shall have the right to remove the Trustee and to appoint a Successor Trustee at any time by giving ninety (90) days written notice to the Trustee. Following such notice, the Trustee shall have ninety (90) days in which to transfer all assets of the trust to the Successor Trustee and to make an accounting thereof to the Board of Health.

(C) Any Successor Trustee hereunder shall possess and exercise all powers and authorities herein conferred on the original Trustee, and similarly, said Successor Trustee shall be limited by such duties and responsibilities as are herein imposed upon the original Trustee.

13. Compensation of Trustee. For its services hereunder, the Trustee shall be paid a fee for its services under this Agreement as agreed upon between The Board of Health and Trustee.

14. Due Diligence and Cooperation. The Trustee shall act with due diligence in carrying out the provisions of this Agreement and shall cooperate with the Board of Health in all appropriate respects related thereto.

15. Relation to Original Trust Agreement and First Amended Trust Agreement. This Agreement is a continuation of the trust previously established between these parties, but this agreement shall amend, modify, replace and supersede each of the provisions of the original Trust Agreement and the First Amended Trust Agreement and the Amended Trust Agreement of 2005 and it shall constitute the entire agreement between the parties.

ATTACHMENT C – REQUIRED FEDERAL TERMS

1. If this Contract is worth \$150,000 or more:

Clean Air Act

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.

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.

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.

Federal Water Pollution Control Act

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.

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.

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.

2. The following federal requirements apply to all contracts:

Debarment and Suspension

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).

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.

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.

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.

Byrd Anti-Lobbying Amendment

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.

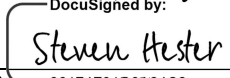
If applicable, contractors must sign and submit to the non-federal entity the following certification:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Norton Healthcare, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

Signature of Contractor's Authorized Official

Steven Hester Division President, Chief Medical Officer
Name and Title of Contractor's Authorized Official

3/11/2023
Date

Certification Regarding Telecommunications Services, Equipment and Systems.

Contractor certifies and confirms that no Services provided, supplied, installed or utilized under this Contract constitute telecommunications services, equipment or systems prohibited under the Uniform Guidance 2 C.F.R. 200.216. If Contractor later learns that prohibited telecommunications services, equipment or systems have been supplied, installed, or utilized under this Contract, Contractor shall immediately inform Louisville Metro Government in writing. Louisville Metro Government may treat such occurrence as an event of default under this Contract and Louisville Metro Government may require the Contractor to promptly replace such prohibited service, equipment and systems at the Contractor's sole cost or take such other actions.

DocuSigned by:
Steven Hester
Signature of Contractor's Authorized Official

Steven Hester Division President, Chief Medical Officer
Name and Title of Contractor's Authorized Official

3/11/2023
Date

Procurement of Recovered Materials

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.

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>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Domestic preferences for procurements.

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:

1. "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.
2. "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.

Access to Records

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.

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.

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.

- a. 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.
- b. ALL FEDERAL: Contractor's Unique Identification Number _____
To obtain a Unique Identification Number visit Sam.gov.

3. If this is a construction contract include:

Equal Employment Opportunity

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d.** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e.** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f.** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g.** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h.** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis-Bacon Act

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

Copeland Anti-Kickback Act

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. If this Contract includes work by mechanics or laborers exceeding \$100,000:

Contract Work Hours and Safety Standards Act

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.