

## 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 the **UNIVERSITY OF LOUISVILLE ("U of L")**, 300 East Market Street, Suite 300, Louisville, KY 40202.

### WITNESSETH:

**WHEREAS**, the Metro Government desires to employ a Consultant to serve in a variety of capacities regarding assistance with COVID-19 response matters("Consultant"); and

**WHEREAS**, the parties desire to enter into a joint working arrangement for the services of Consultant; and

**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 professional; and

**WHEREAS**, U of L 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.** The parties agree that Dr. Jon Klein shall be appointed as a Consultant as of the effective date of this Agreement.
- B.** U of L agrees as follows:
  - 1. Consultant's responsibilities and duties shall be decided by LMPHW and shall include but not be limited to:
    - a. Serve as Co-Chair of the COVID Task Force and maintain engagement of partners critical to a community-wide COVID response.
    - b. Serve as liaison with UofL on COVID-related activities, including the Envirome Institute's work on wastewater monitoring.
    - c. Participate as necessary with LMPHW's Rockefeller Foundation COVID projects.

- d. Serve as medical, science, and public health advisor to Mayor, Department of Public Health and Wellness Director, and LMPHW senior staff on COVID-related matters including, but not limited to, testing access and outcomes, vaccine distribution and latest scientific/regulatory developments, COVID medical treatment developments, and interpretation and use of data to support public education and public health decision making.
- e. Participate in media briefings related to COVID.
- f. Participate as a medical expert in community COVID sessions

## **II. FEES AND COMPENSATION**

**A.** The Metro Government shall contribute **THIRTY THREE THOUSAND THREE HUNDRED DOLLARS (\$33,300.00)** to U of L for services rendered pursuant to this Agreement. The Metro Government shall provide payment to U of L on a monthly basis after receipt of a detailed invoice from U of L.

U of L shall generate a U of L paycheck to Consultant. U of L further agrees that Consultant shall receive all usual and ordinary faculty benefits including fringe benefits through U of L.

In the event that the Metro Government terminates this Agreement, the Metro Government shall not be responsible for any further contribution to U of L for the U of L employee and the employee shall no longer hold the Consultant position. U of L shall then solely determine the employee's wage and duties.

In the event that U of L terminates Consultant, U of L shall not be responsible for any further compensation of the employee; provided, however, the Metro Government shall then have the opportunity to hire the terminated U of L employee. The Metro Government shall then solely determine the employee's wage and duties.

In the event a Consultant terminates employment with U of L for any reason or if Metro Government is unable to directly hire a Consultant that has been terminated by U of L (as outlined above), the parties will work together to identify, recruit and hire a

replacement Consultant that is satisfactory to both parties (provided that no payments shall be due under this Agreement from Metro Government during the period when the Consultant position is vacant).

In the event that U of L were to increase its portion of the Consultant's salary, that will in no way increase the obligation of Metro Government.

The Metro Government shall contribute to U of L upon receipt of an invoice for same **ELEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$11,700.00)** toward payment of Consultant's fringe benefits.

Total annual payments to U of L by Louisville Metro under this Agreement shall not exceed **FORTY FIVE THOUSAND DOLLARS (\$45,000.00)**. The Metro Government shall pay U of L **SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00)** per month upon receipt of U of L's written invoice.

**B.** The Metro Government shall reimburse out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this Agreement. 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.

**C.** U of L 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. U of L agrees that original invoices that are not in Metro Government possession by this time will not be paid and U of L agrees to waive its right to payment for services billed under such invoices.

### **III. DURATION**

**A.** This Agreement shall begin July 1, 2022 and shall continue through and including December 31, 2022.

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

**C.** In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to U of L of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

**IV. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause U of L to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

**V. RECORDS-AUDIT**

U of L 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 U of L's costs which are chargeable to the Metro Government under this Agreement.

**VI. DEFENSE AND INDEMNITY**

If a claim for money damages is brought against the Consultant, the Metro Government agrees to defend and indemnify Consultant as if Consultant were a Metro employee covered by KRS 65.200-.2006 and Louisville Metro Codified Ordinances Sections 35.180-35.183.

**VII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. U of L agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. U of L further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

**VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be Franklin Circuit Court, Frankfort, Kentucky. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

**IX. AUTHORITY**

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

**X. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former

employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

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

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

#### **XI. 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.

**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.

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



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

**XVIII. MISCELLANEOUS** U of L 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. U of L shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and U of L agrees to negotiate and execute a mutually acceptable Health Department Business Associate Agreement, if applicable for the project. U of L 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 Metro Government’s Business Associate Agreement that contains substantially the same terms as the Metro Government’s Business Associate Agreement.

The Metro Government and U of L 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.

U of L nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Department of Public Health and Wellness without the express authorization of the Director of that Department or his designee.

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

**XIX.** U of L shall comply with the federally-required contractual terms attached hereto and fully incorporated herein as Attachment A.

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

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

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

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

DocuSigned by:  
  
DR. JEFFREY HOWARD  
DIRECTOR, DEPARTMENT FOR PUBLIC  
HEALTH AND WELLNESS

**Date:** 8/26/2022

**Date:** 9/29/2022

**UNIVERSITY OF LOUISVILLE**

DocuSigned by:  
  
**By:** Toni Ganzel

**Title:** VP for Academic Medical Affairs

**Date:** 9/29/2022

**ATTACHMENT A**

**LOUISVILLE METRO GOVERNMENT  
REQUIRED FEDERAL CONTRACT 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, University of Louisville, 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:  
Toni Ganzel  
Signature of Contractor's Authorized Official

Toni Ganzel  
Name and Title of Contractor's Authorized Official  
Interim Provost  
9/29/2022

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:  
Toni Ganzel  
Signature of Contractor's Authorized Official

Toni Ganzel  
Name and Title of Contractor's Authorized Official  
VP for Academic Medical Affairs  
9/29/2022

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 Entity Identification number (UEI) \_\_\_\_\_  
If you do not have a UEI # please visit [www.Sam.gov](http://www.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.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

University of Louisville

\_\_\_\_\_  
Business Entity Name

**PLEASE MARK ONE:**

I hereby certify that, as of 9/29/2022, to the best of my knowledge and belief, University of Louisville on behalf of its School of Medicine and its principals are not presently debarred, suspended, proposed for debarment declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

I am unable to certify to any of the statements in this certification and an explanation is hereby attached.

DocuSigned by:

*Toni Ganzel*

\_\_\_\_\_  
9D80AA65AEAFB456...  
Signature of Authorized Representative

Toni Ganzel

\_\_\_\_\_  
Printed Name of Authorized Representative

VP for Academic Medical Affairs

\_\_\_\_\_  
Title, Role or Capacity of Authorized Representative

9/29/2022

\_\_\_\_\_  
Date