



**PROFESSIONAL SERVICE CONTRACT
SC00004755**

THIS PROFESSIONAL SERVICE AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, and **LOUISVILLE METRO POLICE DEPARTMENT**, herein referred to as **“METRO GOVERNMENT”**, and **COMMUNITY MEDICAL ASSOCIATES, INC. d/b/a NORTON’S CHILDREN’S HOSPITAL**, with offices located at 4801 Olympia Park Plaza, Suite 3000, Louisville, KY 40241, herein referred to as **“CONSULTANT”**,

WITNESSETH:

WHEREAS, the Metro Government wishes to obtain expert clinical forensic services in the area of pediatric forensic medicine; and

WHEREAS, the Consultant will use a team consisting of forensic physicians and forensic nurses directed by a forensic pediatrician which has the experience, expertise and qualifications necessary to provide these services; and

WHEREAS, pursuant to KRS 45A.380, the Metro Government has determined that competition is not feasible, and that this Agreement is for the services of licensed professionals;

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. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the invoice submitted for those services rendered.

C. If from time-to-time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of consultant shall include but not be limited to the following:

1. Consultant shall provide clinical forensic services and consultation of children under the terms of this Agreement as requested by the Louisville Metro Police Department utilizing licensed providers or staff members in Consultant's Forensic Medicine Department. Consultant's work product may be reviewed from time to time by the Metro Government for purposes of insuring that the services provided are within the scope of this Agreement. Services provided shall include:

a. Examination of living persons at the request and authorization of sworn police officers concerning injuries sustained as a result of allegations of physical injury to children. Priority shall be given equally among these victims in scheduling examinations. The examination of the patient or records will be performed by forensic physicians or forensic nurses from Consultant.

b. Examinations will be performed at sites appropriate for medical treatment and/or evaluation.

c. Examinations are provided on a daily basis. At least one member of Consultant's team shall be on call and available for consultation twenty-four (24) hours per day. Photographs and examinations will be scheduled by the Clinical Forensic Team Member as deemed necessary after phone consultation.

d. Clinical Forensic Medicine Team Call Schedules shall be distributed to the Louisville Metro Police Department.

e. Clinical Forensic Medicine Logs of monthly activities shall be provided to the Louisville Metro Police Department by the 10th day of the following month. An annual report of the activities of

the Consultant shall additionally be provided to the Louisville Metro Police Department by the 10th day of the following month ending the Agreement duration.

f. If criminal prosecution occurs as a result of police investigation and the forensic examination, a member of the Consultant's team shall be available for consultation with prosecuting attorneys and to testify at trial, or other court proceedings related to the prosecution.

g. The work product or deliverables of the Consultant shall include but not be limited to the following: written reports, diagrams, and photographs, which shall be provided at LMPD's request without additional charge.

h. Consultant agrees to provide 8 hours per year education about recognition and assessment of abuse and neglect to LMPD officers at no cost to LMPD.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal to **THREE HUNDRED DOLLARS (\$300.00)** per hour billed in ¼ hour increments. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **TWO HUNDRED THOUSAND DOLLARS (\$200,00.00)**.

Contract Terms Net 30.

B. Payment shall only be made pursuant to a detailed invoice; which shall include: the name of the requestor, code # if the requestor is an LMPD officer, requester's employer agency and division, and a contact phone number. Invoices are to be presented monthly delivered no later than the tenth day of the month after which the service was provided, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract and the particular nature of such service. Copies of invoices or receipts for third party charges must be included with the Consultant's invoice when payment is requested. The Metro Government agrees that it shall pay for work performed during the term of this Agreement but not billed for by the Consultant until after this Agreement has ended.

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

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

III. DURATION

A. This is a professional service contract which shall begin July 1, 2026 and shall continue through and including June 30, 2027.

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

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

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

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

V. RECORDS-AUDIT

Consultant shall maintain during the course of work, and retain not less than five years from the date of final payment on this Agreement, 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 any public accounting firm selected by it. The records to be thus maintained and retained by the 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 relaxed tax returns), as well as documentation or electronic payroll deposits, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks (if applicable) or procurement card supporting documentation for materials purchased and for subconsultants' and any other third parties' charge.

VI. HOLD HARMLESS CLAUSE

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's SubConsultants, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily

injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

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 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.

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.

IX. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he 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 subconsultant under a contract to the prime consultant or higher tier subconsultant 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. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Consultant in accordance with **ATTACHMENT A** attached hereto.

XII. HOLD HARMLESS CLAUSE

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subconsultant's, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

XIII. 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.

(b) A business 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 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 subconsultant under a contract to the prime consultant or higher tier subconsultant 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 cannot be sop modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any 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. WEB ACCESSIBILITY

(1) The Consultant agrees that all websites, web applications, digital documents (including pdfs), and other digital content developed, maintained, or provided under this Agreement shall comply with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. The Consultant further agrees to ensure that all user interfaces and content are accessible to individuals with disabilities, including those using assistive technologies such as screen readers, voice recognition software, and alternative input devices.

(2) In the event the Louisville Metro Government notifies the Consultant of any non-compliance with WCAG 2.1, Level AA, the Consultant shall, at no additional cost to Louisville Metro

Government, correct the deficiencies within thirty (30) days of notice or within a reasonable timeframe as agreed upon by both parties. Failure to bring the digital content into compliance within the agreed timeframe shall constitute a material breach of this Agreement.

(3) The Consultant shall also include the requirements of this section in all subcontracts related to the provision of digital content or web-based deliverables under this Agreement.

XIX. The Louisville Metro Government, in Louisville Metro Codified Ordinance (“LMCO”) Section 112.30, prohibited vendors from engaging in certain practices against persons previously convicted of crimes. Specifically, per LMCO 112.30(D) attached hereto and fully incorporated herein as

ATTACHMENT B. This attachment also includes LMCO Chapter 39.220-224.

XX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Consultant shall reveal any final determination of a violation by the Consultant or subConsultant 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 subConsultant. 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 subConsultant for the duration of the contract.

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**

DocuSigned by:


MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 7/28/2026

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

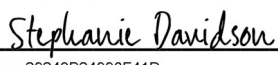
Signed by:

By: _____
KEVIN MOORE

Title: Director of Procurement

Date: 7/28/2026

**COMMUNITY MEDICAL ASSOCIATES, INC.
D/B/A NORTON CHILDREN'S MEDICAL GROUP**

Signed by:

By: _____
29243B24990F41D...

Name: Stephanie Davidson

Title: Director of Grants Development

Date: 7/28/2026

DS

7/27/2026

PurData/2-Non-Competitive Contracts/FY27/PSC270005 Norton Pediatric Forensic Pathology

ATTACHMENT A

Insurance Requirements

1. Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non- admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. The Consultant shall not allow any subconsultant to commence work until the insurance required of such subconsultant has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subconsultant's, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Metro Government. Metro Government may require Consultant to supply proof of subconsultant's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

2. The following clause shall be added to the Consultant's (and approved subconsultant's) Commercial General Liability Policies:
 - a. "The Louisville/Jefferson County Metro Government, along with its elected and appointed officials, employees, agents, successors, agencies, departments, affiliates, and assigns are included as and deemed an "Additional Insured" with respect to the operations of the Named Insured performed under this contract."
3. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the Consultants or subconsultant's policy(ies), if that/those policy(ies) provide for Limits above the minimum):
 - a. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
 - i. Premises - Operations Coverage

- ii. Products and Completed Operations
 - iii. Contractual Liability
 - iv. Broad Form Property Damage
 - v. Independent Consultants Protective Liability
 - vi. Personal Injury
 - b. **WORKERS' COMPENSATION** (if applicable): insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.
 - i. **PROFESSIONAL LIABILITY** (Medical Malpractice) insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act and \$2,000,000 Aggregate. In the event that the Provider's policy is written on a "Claims Made" Form, the Provider shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with Insurance Companies with an A.M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

5. MISCELLANEOUS

Consultant to furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).

Upon execution or renewal of the contract, Certificates of Insurance as required above shall be furnished to ombcontractadmin@louisvilleky.gov.

Certificate Holder is:

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

CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Consultant shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance

coverage) in coverage as required above, Consultant shall notify Metro Government's Risk Management Division within two business days. If Consultant fails to notify Metro Government as required by this Agreement, Consultant agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.

Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

All insurance requirements including performance and payment bonds shall be furnished the day a contract issued pursuant to this Proposal is awarded.

**ATTACHMENT B
LMCO 39.220**

Louisville Metro Codified Ordinance Policy Requirement - Chapter 39.220-224

Requirements for Organizations Receiving Contracts Valued at \$50,000 or More: 1. Prohibition Against Settlement Agreements Related to Workplace Sexual Assault or Harassment; 2. Nondisclosure Agreements that Prohibit the Release of Information Related to Unlawful Acts in the Workplace.

The Louisville Metro Government, in LMCO 39.220-224, has enacted the following requirements for “covered entities” (per LMCO 39.220, entities which have a contract or Tax Increment Financing Incentive valued over \$50,000):

Reporting Requirements

(A) Each covered entity shall annually report to Louisville Metro internal complaints of workplace sexual harassment and sexual assault by *employees who reside or work in Louisville/Jefferson County*. The report shall be submitted to the Office of Equity. The report shall contain the following:

- (1) The number of such complaints that were filed;
- (2) Of those complaints in paragraph (1) of this subdivision, the number of complaints resolved;
- (3) Of those complaints in paragraph (2) of this subdivision, the number of complaints which the covered entity investigated and deemed sexual harassment or sexual assault to have occurred;
- (4) Of those complaints in paragraph (2) of this subdivision, the number of complaints which the covered entity investigated and deemed sexual harassment or sexual assault to have not occurred;
- (5) Of the complaints in paragraph (2) of this subdivision, the number of complaints which the covered entity investigated but ultimately deemed inconclusive; and
- (6) The number of complaints that were closed because the complaint was withdrawn by the reporting individual prior to a final determination.

Prohibited Settlement Agreements

(A) No covered entity may enter into a settlement agreement that prevents or restricts the disclosure of factual information related to a claim filed in a civil action or a complaint filed in an administrative action regarding the following:

- (1) An act of workplace sexual assault;
- (2) An act of workplace sexual harassment;
- (3) Failure to prevent an act of workplace sexual assault or sexual harassment, or retaliation against a person for reporting or opposing workplace sexual assault or sexual harassment.

(B) Notwithstanding the restrictions in subsection (A), an employee with a claim for workplace sexual assault, workplace sexual harassment, failure to prevent workplace sexual assault or sexual harassment or retaliation for reporting or opposing workplace sexual assault or sexual harassment may voluntarily enter into a settlement agreement shielding the identity of the employee as well as factual information relating to the employee's claim if:

- (1) The employee wants the information to remain withheld or confidential;
- (2) The employee has consulted with an attorney;
- (3) The employee is receiving additional compensation; and
- (4) The employee has a period of time to contemplate the agreement and change their mind no less than ten days.

(C) Nothing in this section shall prohibit the entry or enforcement of a provision in any agreement that precludes the disclosure of the amount paid in settlement of a claim.

Nondisclosure Agreements

No covered entity shall, in exchange for a raise or bonus, or as a condition of employment or continued employment, require an employee to sign any agreement that prohibits the disclosure of information

about unlawful acts in the workplace. This section does not prohibit the inclusion of a general release or waiver in an agreement related to an employee's separation from employment, provided that the release or waiver is otherwise lawful and valid. As used in this section "information about unlawful acts in the workplace" includes, but is not limited to, information pertaining to harassment or discrimination or any other conduct that the employee has reasonable cause to believe is unlawful.

Violations Of This Section

Any covered entity which enters into a settlement agreement or requires a nondisclosure agreement in violation of this section shall, upon the determination that the covered entity has violated this section, become ineligible for contracting with, receiving TIF incentives, receiving any other financial incentives, or receiving a grant or general budget funding from Metro Government for a period of five years. Additionally, any covered entity which enters into a settlement agreement or requires a nondisclosure agreement in violation of this section shall be considered to be in breach of its contract with Louisville Metro and shall be liable to Louisville Metro for liquidated damages in the amount of 10% of the amount of the contract, TIF incentive, financial incentive, or grant of funds awarded to the covered entity by Metro Government. This clause shall be included in all contracts or agreements entered by Metro Government after the effective date of this subchapter and shall not constitute the total amount of damages recoverable by Metro should an additional breach outside of the violations contained in the section occur.

LOUISVILLE METRO CODIFIED ORDINANCE POLICY CERTIFICATIONS

Prohibiting The City or Its Vendors from Engaging in Certain Hiring Policies and Practices Against Persons Previously Convicted of Crimes

The Louisville Metro Government, in Louisville Metro Codified Ordinance ("LMCO") Section 112.30, prohibited vendors from engaging in certain practices against persons previously convicted of crimes. Specifically, per LMCO 112.30(D):

(1) Vendors who apply for business with the City must follow the practice that initial vendor employment applications not contain a "box" or a question of inquiry on the initial application regarding an applicant's prior criminal history and applicants shall not be required to check or otherwise fill in a "box" or respond to an inquiry regarding an applicant's prior criminal history on the vendor's initial employment application, *unless as otherwise provided by or required by state and federal law.*

(2) The standards established in this chapter and the criminal history policies shall be a part of the evaluation criteria when awarding City contracts. The City shall retain at all times the authority to deny, rescind, revoke, terminate or not renew a contract with a vendor for failing to comply with the standards established in this section.

Exceptions. The requirements under this section are not applicable under certain conditions. Please indicate if one or more of the following conditions apply:

1. ☒ Vendor employees are involved with the transfer and handling of cash amounts in excess of \$500 or that involve major fiduciary responsibilities (e.g. employees charged with investing funds, accounting, auditing, etc.)
2. ☒ Vendor employees are involved with access to confidential information, including but not limited to, social security numbers, bank account information, credit card information, or other combination of information that could be used for identity theft or related criminal activity.
3. ☒ Vendor employees are involved or may involve unsupervised access to children or minors under the age of 16, developmentally disabled persons or vulnerable adults.
4. ☒ Vendor employs positions with unsupervised access to homes of residents, in which they work alone without direct supervision, or they do not work in pairs or in teams of employees.
5. ☒ Employment positions or categories as may be required by law.
6. ☒ Vendor is prohibited by federal, state and/or local law from hiring an individual with a felony, which requires an applicant's conviction history.
7. ☒ Vendor is engaging with Louisville Metro Government through a sole source contract.

Stephanie Davidson, affirms that it follows the practice set forth in LMCO 112.30 or that an exception applies as indicated herein. In addition, the Contractor understands and agrees that the provisions of LMCO 112.30(D)(2), applies to this certification.

Stephanie Davidson
Signature of Contractor's Authorized Official

Stephanie Davidson, Director of Grants Development
Name and Title of Contractor's Authorized Official

07/23/2026
Date