

<b>Louisville Metro Government Public Health and Wellness</b> 400 E Gray St Louisville, KY 40202	<b>Subaward Grant Agreement</b>
	Subaward Date: 10/1/20
<b>Recipient Name and Address</b> Board of Education of Jefferson County, KY 3332 Newburg Road Louisville, KY 40218	Subaward Number: CRF-2
	Grantee EIN: 61-6001316
	Grantee DUNS Number: 062984430
	Project Title: JCPS EHR Implementation
	CFDA Number: 21.019
<b>Metro Agency Director</b>  Sarah Moyer <a href="mailto:Sarah.Moyer@louisvilleky.gov">Sarah.Moyer@louisvilleky.gov</a> 502-574-8058	CFDA Program Name: Coronavirus Relief Fund (U.S. Department of Treasury)
	Project Period: 10/1/2020 – 12/30/2020
	Budget Period: 10/1/2020 – 12/30/2020
	Amount of This Award:
	Amount Previously Awarded for This Project in This Fiscal Year: \$0.00
<b>Metro Program Manager</b> Sam Rose <a href="mailto:Sam.Rose@louisvilleky.gov">Sam.Rose@louisvilleky.gov</a> 502-338-4963	Total Award Amount to Date: \$178,149.80
	Amount Funded through Federal Funds: \$178,149.80
	Federal Award Date: April 22, 2020
	Federal Award Number: n/a
	Federal Award Indirect Rate: 0.00%
	Subaward Indirect Rate: 0.00%
	Amount of R&D Funding: \$0

**THIS AGREEMENT** made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through the **Department of Public Health and Wellness** (hereinafter referred to as "Metro Government"), and **Board of Education of Jefferson County, KY, 3332 Newburg Road, Louisville, KY 40218, DUNS # 062984430** (hereinafter referred to as "Grantee"):

**WITNESSETH:**

**WHEREAS**, Metro Government is the recipient of grant funds from the **US Department of the Treasury** in order to provide services known as the **“JCPS EHR Implementation”** (hereafter the “Project”)

**WHEREAS**, Metro Government is in need of assistance to carry out the objectives of the Program, and Grantee is willing and able to provide Metro Government with the needed services and to carry out the activities outlined in the attached Work Program and Budget and Program Proposal; and

**WHEREAS**, Metro Government recognizes the importance of this project for meeting the needs of its citizens;

**NOW, THEREFORE**, it is mutually agreed by and between the Parties hereto as follows:

**I. DURATION OF AGREEMENT:**

- A.** This Agreement shall become effective as of **October 1, 2020** and shall terminate on **December 30, 2020**, or on the last date of the CRF period of performance, should it be extended. Any unspent Grant Funds held by Grantee shall be returned to Metro Government, if not used in accordance with the Work Program, prior to **January 31, 2021** or 30 days after any extension.
- B.** This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. Should Grantee terminate this Agreement, all unspent funds shall be returned to Metro Government, within thirty (30) days of such termination.

**II. PAYMENTS:**

Metro Government shall make disbursements to the Grantee with Metro Government funds ("Grant Funds"). These disbursements will occur upon receipt of invoicing for approved program expenditures, including the supporting documents detailed in Section III.B. All approved expenses are reimbursed in congruence with federal funding source guidelines. The total amount of such compensation payable under this Agreement shall not exceed the sum of **ONE HUNDRED SEVENTY EIGHT THOUSAND ONE HUNDRED FORTY NINE DOLLARS AND EIGHTY CENTS (\$178,149.80)** as set forth in **Ordinance No. 073, Series 2020**, and shall cover expenditures as specified in the Work Program of the Grantee. Such disbursements shall be made in accordance with procedures established by Metro Government.

**III. GRANTEE'S SERVICES AND RESPONSIBILITIES**

- A.** Grantee agrees to provide service under the terms of this Agreement and to implement and administer this operating program, **JCPS EHR IMPLEMENTATION**, in accordance with the Work Program and Budget attached hereto as Exhibit A and incorporated herein by reference (hereafter the "Work Program"). Any changes to the Work Program must be approved in advance, in writing, by Metro Government.
- B.** Grantee agrees to maintain all records related to this project for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. 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. Moreover, Grantee must turn all records over to the U.S. Treasury Department's Office of Inspector General (OIG) upon

request from Metro Government or the OIG. Records that must be submitted to the OIG include, but are not limited to, the following: 1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19; 2. budget records for 2019 and 2020; 3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19; 4. receipts of purchases made related to addressing the public health emergency due to COVID-19; 5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts; 6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards; 7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients; 8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; 9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and 10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

- C. Grantee agrees to submit progress reports as are required by Metro Government. Program progress reports are due on **November 8, 2020, January 8, 2021 and the 8<sup>th</sup> day of each month following the end of the quarter, thereafter, should the Coronavirus Relief Fund period of performance be extended.** Programmatic reports should be submitted to Sam Rose at [Sam.Rose@louisvilleky.gov](mailto:Sam.Rose@louisvilleky.gov).
- D. Grantee agrees to submit invoices **monthly by the 15<sup>th</sup> of each month with Net 30 terms: November 15, 2020; December 15, 2020.** The final invoice must be received no later than January 30, 2021, or 30 days after the end of the period of performance, should the Coronavirus Relief Fund expenditure deadline be extended. All reported costs must meet the following U.S. Department of Treasury criteria:
- Costs are necessary expenditures incurred due to the COVID-19 public health emergency. Grantee must demonstrate a direct tie between each cost and COVID-19.
  - Costs were not accounted for in the budget most recently approved as of March 27, 2020.
  - Costs are incurred between March 1, 2020 and December 30, 2020, or prior to the end of any extended CRF period of performance.



Invoices shall account for all funds received and expended by the Grantee, including project-related funding from other sources. Grantee must submit the documents detailed here to support every invoice. (a) all payroll records accounting for total time distribution of Grantee's employees working full or part time on the Agreement (to permit tracing to payrolls, fringe benefits and related tax returns) or those individuals contracted to provide services, as well as cancelled payroll checks, if applicable, or copies of bank statements showing payroll debits, and time tracking logs; (b) invoices for purchases, receiving and issuing documents, and all the inventory records for Grantee's stores, stock or capital items; and (c) paid invoices and cancelled checks or bank statements for materials purchased and for subcontractors; and any other third party charges. All invoices should be submitted to **Sam Rose at [Sam.Rose@louisvilleky.gov](mailto:Sam.Rose@louisvilleky.gov)**.

- E.** Grantee agrees to repay any costs denied by the U.S. Department of Treasury audits, or as the result of a formal audit conducted by an authorized representative of Metro Government or any public accounting firm selected by it. Repayments must be received by Metro Government within 30 days of notification to Grantee.
- F.** Programmatic grantee responsibilities include: Purchasing and implementing an electronic health records system for Jefferson County Public Schools. Implementing an HER system will allow the Louisville Metro Department of Public Health and Wellness to better coordinate COVID-19 response in the school system including contact tracing and issuing orders for isolation and quarantine.

#### **IV. Federal Requirements**

Grantee must fully comply with the following federal requirements.

- A.** Grantee shall comply with the following federal requirements in the Uniform Grant Guidance codified as 2 CFR Part 200 (<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf>): 2 CFR 200.303 (internal controls), 2 CFR 200.330-.332 (subrecipient management and monitoring) and 2 CFR 200 Subpart F (Single Audit, as detailed in IV.C. below).
- B.** Grantee shall comply with the U.S. Department of Treasury's Coronavirus Relief Fund requirements (Coronavirus Relief Fund Reporting and Record Retention Requirements; Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments; and Coronavirus Relief Fund Frequently Asked Questions, as well as any compliance documents not

yet released) located at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>, including any updates to the guidance made throughout the life of this subaward.

**C. Grantee shall comply with the Single Audit Act, as follows:**

- i.** An independent audit of the agency's financial records must be made each fiscal year, in Accordance with the Single Audit Act of 1984 and OMB Omni Circular 2 CFR 200 Subpart F, if the agency spent at least \$750,000 in combined Federal funds for any fiscal year in which it receives funds pursuant to the Agreement. Such audit will be submitted to the Metro Government Program Manager within nine months after the ending date of the agency's fiscal year. If for any reason the agency is unable to submit the audit by that deadline, a request for an extension of the stipulated deadline must be submitted. Failure to do so will be a violation of the Agreement and will result in the agency being ineligible for compensation under this Agreement until the violation is rectified.

**OR**

- ii.** If the agency does not receive \$750,000 or more in combined Federal funds for any fiscal year in which it received funds under this Agreement it may be exempted from a Single Audit by sending a letter prepared by their accounting firm either listing all Federal Funds received during the Agency's fiscal year or a disclaimer stating the agency did not receive \$750,000 or more during the fiscal year. This must be submitted to the Metro Government Program Manager within nine months of the ending date of the Agency's fiscal year.

**D. Grantee shall register and maintain a DUNS (Data Universal Numbering System) number <https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>. Should the DUNS system be retired during the subaward period of performance, Grantee must register for a unique identifier using the system that replaces the Data Universal Numbering System.**

**E. Grantee shall register and maintain CCR (Central Contractor Registration) status registration information, which is currently through <https://www.sam.gov>.**

**F. Grantee shall with all information and documents requests from Metro Government related to the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252).**

**V. ADDITIONAL REPRESENTATIONS OF GRANTEE:**

- A.** Grantee represents that it has all necessary power, capacity and authority to execute and deliver this Agreement and to provide the services contemplated by this Agreement and the Work Program. Grantee further represents that it is a duly organized and validly existing entity, is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Grant Agreement, and that the person signing on behalf of Grantee is authorized to do so.
- B.** Grantee represents that the person executing this Agreement has the full and requisite power to legally bind the Grantee and no additional approvals are required.
- C.** Grantee agrees to expend all Grant Funds and to implement and administer the Project strictly in conformity with the Work Program and agrees not to materially deviate from the Work Program without the prior written agreement of Metro Government.
- D.** Grantee agrees that it shall implement and administer the Project in compliance with all applicable laws, regulations and codes of the federal, state and consolidated local governments.
- E.** Grantee agrees that in the implementation and administration of the Project it shall not unlawfully discriminate against any person by reason of race, religion, color, sex, national origin, because the person is a qualified individual with a disability, age 40 or over, familial status, sexual orientation, gender identity, is a smoker or non-smoker, or because of the person's Vietnam-era Veteran status.
- F.** Grantee represents that this Agreement together with the Work Program is in all respects the legal, valid and binding obligation of the Grantee and the performance of the Project and the compliance with the terms of this Agreement does not and will not violate any existing provisions of the Grantee's articles of incorporation, by-laws or other agreements of organization.
- G.** Grantee represents that neither this Agreement, the Work Program, the grant application or any other document submitted to Metro Government in support of this grant contains any untrue statement of any material fact or omits to state any material fact necessary to make the statements contained therein, and further that there is no fact known to the Grantee that materially and adversely affects, or in the future could materially and adversely affect the ability of the Grantee to implement and administer the Project.

Please direct any questions related to the negotiation of this award and/or interpreting the fiscal or administrative requirements, policies, or provisions to the Metro Government Agency Director.

**VI. HOLD HARMLESS:**

To the extent allowed by KRS 49.070, the Grantee 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 Grantee's (or Grantee's subcontractors, if any) performance or breach of this Agreement 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 there from, 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 Agreement.

**VII. DEFAULT:**

Each of the following events or occurrences shall constitute an event of default under this Agreement:

- A. Declaration of Bankruptcy of Grantee.
- B. Failure to administer and implement the Project in conformity with this Agreement and the Work Program.
- C. Failure to file in a timely manner the financial and progress reports required by Section III.C. of this Agreement or to furnish the additional information to Metro Government if required pursuant to Section III.B. of this Agreement.
- D. Disclosure or discovery that the covenants and representations made by the Grantee in this Agreement, the Work Program, the grant application or other document submitted in support of this Grant Agreement is, was, or shall be false or misleading in any material respect.
- E. Disclosure or discovery that goods purchased with Grant Funds have not been used in accordance with the Work Program. In such cases, Grantee shall return said goods to Metro Government or return the amount of the Grant Funds.

**VIII. REMEDIES OF METRO GOVERNMENT UPON EVENTS OF DEFAULT:**

Upon the occurrence of an event of default, Metro Government, in its sole discretion and without notice to the Grantee, may at any time exercise any one or more of the following rights and remedies:

- A. Immediately terminate or suspend the Grant Agreement, by written notice, after which Metro Government shall be under no obligation to advance any undisbursed Grant Funds to the Grantee.
- B. Commence an appropriate legal or equitable action to enforce the Grantee's performance of the terms, covenants and conditions of this Agreement or the Work Program.
- C. Declare all Grant Funds previously disbursed to the Grantee to be immediately due and payable in full, without any presentment, demand or notice of any kind, all of which are hereby waived by the Grantee.
- D. Commence appropriate legal or equitable action to enforce the rights and remedies of Metro Government, or any one or more of them, pursuant to the terms, covenants and conditions of this Agreement.
- E. Exercise any other rights or remedies that may be available to Metro Government pursuant to this Agreement or under applicable laws.

#### **X. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Grantee to be an officer, official, or agent of the Metro Government.

#### **XI. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth 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 there under. Service of process may be accomplished by following the procedures prescribed by law.

#### **XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the Parties that are not embodied in this Agreement.



WITNESS the agreement of the parties hereto as attested by their signatures affixed hereon, this 25<sup>th</sup> day of September 2020.

APPROVED:

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT by and through  
its Department of Public Health and Wellness

By: Dr. Sarah Moyer

Title: Director

Signature: 

Date: 9-18-2020

APPROVED:

BOARD OF EDUCATION OF JEFFERSON  
COUNTY, KENTUCKY

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Jason Fowler

Print Name

Assistant County Attorney

Title

DocuSigned by:

**Jason Fowler**

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Signature

Date: September 21, 2020

**EXHIBIT A**  
**WORK PROGRAM AND**  
**BUDGET**

**I. CONTACT INFORMATION**

**GRANTEE CONTACT INFORMATION – Project Manager**

- A. Becky Crump
- B. 3332 Newburg Road, Louisville, KY 40218
- C. 502-485-3290

**PERSON RESPONSIBLE FOR BOOKKEEPING**

- A. Cordelia Hardin
- B. 3332 Newburg Road, Louisville, KY 40218
- C. 502-485-2000

**PERSON TO WHOM THE CHECKS WILL BE SENT**

- A. Cordelia Hardin
- B. 3332 Newburg Road, Louisville, KY 40218
- C. 502-485-2000

**II. STATE SPECIFIC ACTIVITY FOR WHICH FUNDS WILL BE USED**

To assist the Louisville Metro Department of Public Health and Wellness with its COVID-19 response, including contact tracing and ordering isolation or quarantine of positive or exposed individuals, LMPHW is granting JCPS funds to purchase and implement an electronic health record system in all JCPS schools. Funds provided to JCPS will be used to purchase set up and service fees for an electronic health record system for Jefferson County Public Schools. Louisville Metro Government does not require JCPS to use any specific vendor.

**III. LIST GOALS AND OBJECTIVES FOR THE OUTCOMES LISTED ABOVE:**

1. JCPS will identify a vendor from which to purchase an electronic health record system.
2. JCPS will purchase the EHR system by 12/1/20.
3. JCPS will implement the purchased EHR system by 12/30/20.

**VI. BUDGET**

<b>BUDGET</b>	<b>Metro Funds</b>	<b>Non-Metro Funds</b>	<b>Total</b>
Set up and Services Fees for EHR	\$178,149.80	\$0	\$178,149.80
<b>Total</b>	<b>\$178,149.80</b>	<b>\$0</b>	<b>\$178,149.80</b>

## Certificate Of Completion

Envelope Id: 92187E1E7AA5444EA20AB354D477C1CE	Status: Completed
Subject: Please DocuSign: Subrecipient Grant Agreement_JCPS EHR Implementation.pdf	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Adam Buchert
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	400 E. Gray Street
	Louisville, KY 40202
	Adam.Buchert@louisvilleky.gov
	IP Address: 199.201.216.103

## Record Tracking

Status: Original	Holder: Adam Buchert	Location: DocuSign
9/21/2020 3:34:33 PM	Adam.Buchert@louisvilleky.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Louisville Metro Public Health & Wellness	Location: DocuSign

## Signer Events

Signature	Timestamp
<p>Jason Fowler</p> <p>Jason.Fowler@louisvilleky.gov</p> <p>Assistant County Attorney</p> <p>Jefferson County Attorney's Office</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Sent: 9/21/2020 3:35:56 PM</p> <p>Viewed: 9/21/2020 3:40:20 PM</p> <p>Signed: 9/21/2020 3:42:05 PM</p>

DocuSigned by:

**Jason Fowler**

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Signature Adoption: Pre-selected Style

Using IP Address: 107.217.132.114

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Accepted: 9/9/2020 8:02:36 AM

ID: 570a349e-5af1-4208-ae8c-f7f14367ba44

## In Person Signer Events

Signature	Timestamp
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## Editor Delivery Events

Status	Timestamp
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## Agent Delivery Events

Status	Timestamp
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## Intermediary Delivery Events

Status	Timestamp
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## Certified Delivery Events

Status	Timestamp
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## Carbon Copy Events

Status	Timestamp
<p>Briana Lyddane</p> <p>Briana.Lyddane@louisvilleky.gov</p> <p>Executive Administrator</p> <p>Security Level: Email, Account Authentication (None)</p>	Sent: 9/21/2020 3:42:07 PM

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## Witness Events

Signature	Timestamp
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## Notary Events

Signature	Timestamp
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## Envelope Summary Events

Status	Timestamps
Envelope Sent	9/21/2020 3:42:07 PM
Certified Delivered	9/21/2020 3:42:07 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	9/21/2020 3:42:07 PM
Completed	Security Checked	9/21/2020 3:42:07 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, LMPHW (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact LMPHW:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tracy.meiners@louisvilleky.gov](mailto:tracy.meiners@louisvilleky.gov)

#### **To advise LMPHW of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tracy.meiners@louisvilleky.gov](mailto:tracy.meiners@louisvilleky.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from LMPHW**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [tracy.meiners@louisvilleky.gov](mailto:tracy.meiners@louisvilleky.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with LMPHW**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [tracy.meiners@louisvilleky.gov](mailto:tracy.meiners@louisvilleky.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify LMPHW as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by LMPHW during the course of your relationship with LMPHW.