

A.M.H. 6.7.2023

GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, the Grantee is in need of funds to carry out the activities outlined in the attached Work Program and Budget; 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. 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, **Immunization Grant Projects Funding for LHDs**, 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 completion thereof. 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 thus to be maintained and retained by the Grantee shall include (without limitation): (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 and related tax returns) or those individuals contracted to provide services, as well as cancelled payroll checks, or signed receipts for

payroll payments in cash; (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 for materials purchased and for subcontractors; and any other third party charges. In addition, Grantee will retain all records pertinent to this Project pertaining to participant records, statistical records, and supporting documents for the same period.

C. Grantee agrees to submit financial reports as are required by Metro Government.

An invoice for the full award amount is due to Metro Government within two weeks of agreement execution. A final financial report showing back up documentation (e.g., copies of invoices, receipts, payroll documents) shall be submitted to Metro Government with final programmatic report.

All invoices and reports should be submitted to **Michael Schurfranz**, **Michael.Schurfranz@louisvilleky.gov**.

D. The Grantee agrees to submit programmatic reports within six months of project completion using the provided reporting form. All program reports should be submitted to **Michael Schurfranz**, **Michael.Schurfranz@louisvilleky.gov**.

II. DURATION OF AGREEMENT:

A. This Agreement shall become effective as of **the full execution of this agreement**, and shall terminate on **June 30, 2023**.

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.

III. ADDITIONAL COVENANTS AND REPRESENTATIONS OF GRANTEE:

A. Grantee covenants 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 covenants 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 covenants 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 covenants 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 covenants 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.

H. Grantee agrees to publicly acknowledge that Louisville/Jefferson County Metro Government has provided partial funding for the project.

IV. HOLD HARMLESS:

To the extent permitted by law, 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.

V. 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. All approved expenses are reimbursed in congruence with the Commonwealth of Kentucky and Metro Government guidelines. The total amount of such compensation payable under this Agreement shall not exceed the sum of **FIVE THOUSAND DOLLARS (\$5,000.00)** as set forth in **Ordinance No. 083, Series 2022**, and cover expenditures as specified in the Work Program of the Grantee. Such disbursements shall be made in accordance with procedures established by Metro Government.

VI. 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 conformity with this Agreement and the Work Program.
- C. Failure to file in a timely manner the financial and progress reports required by Section I.C. of this Agreement or to furnish the additional information to Metro Government if required pursuant to Section I.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 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.

VII. 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, 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.

VIII. 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.

IX. 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 there under. Service of process may be accomplished by following the procedures prescribed by law.

X. ENTIRE AGREEMENT

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

WITNESS the agreement of the parties hereto as attested by their signatures

affixed hereon, this 14th day of June, 2023.

APPROVED:
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT
Department of Public Health and Wellness

By: Connie Mendel

Title: Deputy Director

Signature: Connie Mendel

Date: June 14, 2023

APPROVED:
GRANTEE

Board of Education of Jefferson County, KY

By: Dr. Martin Pollio

Title: JCPS Superintendent

Signature: _____

Date: _____

Approved as to form:

Natalie Richards
Print Name

Assistant County Attorney
Title

Signature

Date: _____

**EXHIBIT A
WORK PROGRAM AND BUDGET**

I. PROJECT MANAGER CONTACT INFORMATION

- A. Dr. Eva Stone
- B. 4309 Bishop Lane 40218
- C. 859-583-5078

II. PERSON RESPONSIBLE FOR BOOKKEEPING

- A. Linda Miller
- B. JCPS, 3332 Newburg Rd 40218
- C. 502-485-3734

III. PERSON TO WHOM THE CHECKS WILL BE SENT

- A. Cordelia Hardin
- B. 3332 Newburg Rd 40218
- C. 502-485-2000

IV. STATE SPECIFIC ACTIVITY FOR WHICH FUNDS WILL BE USED

The Louisville Metro Department of Public Health and Wellness (LMPHW) was awarded a grant by the Kentucky Department for Public Health to support activities to improve child and adolescent vaccination coverage. LMPHW is contracting with Grantee to promote routine childhood and adolescent vaccinations and educate students on the science and benefits of vaccines. Funds will be used to implement measures such as vaccination reminders to students and classroom activities to increase awareness and understanding of vaccines.

V. GOALS AND KEY PERFORMANCE INDICATORS

The objective of the subaward is to educate students about vaccines and remind them when their vaccines are due, with the overarching goal of increasing vaccine coverage in the county. Increased coverage benefits the entire community by making us less susceptible to outbreaks. Grantee will submit a programmatic report no later than six months after project completion with outcomes from completed project activities (i.e. number of mailings sent and reserved, items purchased and number of classes taught with the items). The final report will also include lessons learned and any barriers the team encountered.

KEY PERFORMANCE INDICATOR LOGIC MODEL		
Project		
Immunization Grant Projects Funding for LHDs		
Resources		
JCPS, costs associated with vaccine education and outreach		
Activities		
Purchase and send mailers to high school students needing adolescent vaccinations and purchase common handheld items to demonstrate how vaccines work.		
Output Performance Indicators		
Output Measure	Output Target Number	Output Data Source
Number of mailers and education kits purchased	N/A	Shared with LMPHW via invoice with final programmatic report

KEY PERFORMANCE INDICATOR LOGIC MODEL		
Outcome Performance Indicators		
Outcome Measure	Outcome Target Number	Outcome Data Source
Number of mailers sent to students	N/A	Shared with LMPHW in final programmatic report
Number of classes/programs held with purchased materials	N/A	Shared with LMPHW in final programmatic report
Impact		
Increased vaccine awareness and coverage. Better understanding of vaccines from a younger age may lead to healthier decisions and decrease susceptibility to misinformation in the future. Increased coverage protects individuals and the entire community from preventable diseases.		

VI. BUDGET

Budget Categories	Amount
Supplies for immunization outreach and education	\$5,000
Total Amount	\$5,000