

Louisville Metro Government



Meeting Agenda – Final

Thursday, November 09, 2023

6:00 PM

THIS MEETING IS BEING HELD VIA VIDEO TELECONFERENCE
Council Chambers/Virtual

Metro Council

*Tammy Hawkins (D-1), Barbara Shanklin (D-2), Kumar Rashad (D-3),
Jecorey Arthur (D-4), Donna L. Purvis (D-5), Phillip T. Baker (D-6), Paula McCraney
(D-7),*

*Ben Reno-Weber (D-8), Andrew Owen (D-9), Pat Mulvihill (D-10),
Kevin Kramer (R-11), Rick Blackwell (D-12), Dan Seum (R-13), Cindi Fowler (D-14),
Jennifer Chappell (D-15), Scott Reed (R-16), Markus Winkler (D-17),
Marilyn Parker (D-18), Anthony Piagentini (R-19), Stuart Benson (R-20), Betsy
Ruhe(D-21),*

*Robin Engel (R-22), Jeff Hudson(R-23), Madonna Flood (D-24), Khalil Batshon (R-
25), Brent Ackerson (D-26)*

President: Markus Winkler (D-17)

President Pro Tem: Paula McCraney (D-7)

43. R-141-23 A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT \$100,000.00 OF FUNDING FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION THROUGH THE JOHNS HOPKINS MPOX GRANT PROGRAM TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC HEALTH AND WELLNESS.

Enactment #: Resolution No. 092, Series 2023

Sponsors:

RESOLUTION NO. _____, SERIES 2023

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT \$100,000.00 OF FUNDING FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION THROUGH THE JOHNS HOPKINS MPOX GRANT PROGRAM TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC HEALTH AND WELLNESS.

SPONSORED BY: COUNCIL MEMBER ANDREW OWEN

WHEREAS, the Johns Hopkins Mpox grant program provides funding to allow STD Specialty Clinics to support the integration of mpox services into routine sexual health services; and

WHEREAS, these funds will be used to increase vaccine accessibility, demand, and uptake, specifically among the populations disproportionately affected by mpox.

WHEREAS, the Metro Government wishes to take advantage of this opportunity through the Department of Public Health and Wellness.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AS FOLLOWS:

SECTION I: The Mayor is hereby authorized to accept \$100,000.00 of funding from the Johns Hopkins Mpox grant program, to be administered by the Department of Public Health and Wellness.

SECTION II: This Resolution shall take effect upon its passage and approval or otherwise becoming law.

Sonya Harward
Metro Council Clerk

Markus Winkler
President of the Council

Craig Greenberg
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: _____

R-141-23 – Public Health & Wellness JHU Mpox Prevention Program.docx

Grants Budgetary Information

Agency: Public Health and Wellness

Document

Type*: Application Award Amendment Other

*Note: Legislation is not typically composed for applications. If legislation is requested for an application, please contact the Fiscal Administrator.

Grant

Name: FY24 JHU MPOX Program Supplement

Grant

Period: 5/15/2023-3/31/2024

Award

Amount: \$100,000.00

Cost Center: 605 JHU STD/HIV Prev Training Ctr

Match

Required? Yes No

Match

Amount: _____

Please fill out ONLY ONE of the boxes below. "New Grant" means this grant has not been budgeted within the current fiscal year and is a completely new revenue for the current fiscal year. "Existing Grant" means there is currently a cost center with budget established for this grant.

New Grant Information	
Note: New grants will require a resolution or ordinance be taken before Council. This process takes approximately 6-8 weeks.	
Amount to be budgeted in current fiscal year:	_____ \$100,000.00
<div style="background-color: yellow; display: inline-block; padding: 5px 15px; border-radius: 10px;">Will need resolution</div>	

Existing Grant Information	
Note: If the award amount is greater than the amount budgeted in LeAP, an A/R memo will need to be signed by the Mayor. This process takes approximately 2 weeks.	
Current amount budgeted in LeAP:	_____ \$0.00
Additional amount to be budgeted in LeAP for current fiscal year:	_____ \$0.00

Routing Information	
Name: <u>Jennifer Martinez</u>	Date: <u>10/8/2023</u>
Name: <u>Trish Jackson</u>	Date: <u>10/9/2023</u>
Name: <u>Nick Winslow</u>	Date: <u>10/10/2023</u>
Name: <u>Robert Walker</u>	Date: <u>10/10/2023</u>



DOCUMENT APPROVAL FORM

THIS FORM MUST BE ATTACHED TO ALL DOCUMENTS SUBMITTED FOR THE MAYOR'S SIGNATURE, ROUTE AS LISTED BELOW.

THIS DOCUMENT RECOMMENDED FOR MAYOR'S SIGNATURE

ORIGINATOR OF DOCUMENT
Jennifer Martinez

SIGNATURE APPROVALS		
AGENCY/DEPARTMENT DIRECTOR Connie Mendel	DocuSigned by: <i>Connie Mendel</i>	10/16/2023
CHIEF FINANCIAL OFFICER Angela Dunn	DocuSigned by: <i>Angela Dunn</i>	10/16/2023
COUNTY ATTORNEY Paul Rutherford	DocuSigned by: <i>Paul Rutherford</i>	10/16/2023
DEPUTY MAYOR / SPECIAL COUNSEL Barbara Sexton Smith	DocuSigned by: <i>Barbara Sexton Smith</i>	10/16/2023

DOCUMENT NAME
FY24 JHU MPOX Program Supplement

SUMMARY OF DOCUMENT

Will allow Louisville STD Specialty Clinic to support integration of mpox services into routine sexual health services.

CONTACT PERSON	TELEPHONE
DATE NEEDED	Please call for Pick up To Be Mailed

DATE APPROVED BY MAYOR

INSTRUCTIONS FROM THE MAYOR



Nick Winslow



Robert Walker



Aaron Jackson

SUBAWARD AGREEMENT

Funding Agency Name ("Grantor")	Centers for Disease Control and Prevention (CDC)
Federal Prime Award ID (FAIN)#	NU62PS924584
Grant # ("Prime Award")	5 NU62PS924584-04-00
Federal Prime Award Issue Date	03/03/2023
Total Federal Prime Award Amount	\$435,000
Federal Prime Award F&A Rate	8%
Assistance Listing Number	93.978
Assistance Listing Program Title	Sexually Transmitted Diseases (STD) Provider Education Grants National Network of Sexually Transmitted Diseases Clinical Prevention Training Centers (NNPTC)
Award Type	Research and Development
Federal Agency Contact	Grants Management Specialist
Subrecipient UEI	XTABXRBBBAUB1
Project Description ("Project")	STD/HIV Prevention Training Center at Johns Hopkins, PS20-20040401SUPP23The National Network of Sexually Transmitted Diseases Clinical Prevention Training Centers (NNPTC) Program Supplement
JHU Purchase Order #	

This document constitutes the subaward agreement ("Subagreement") between the Johns Hopkins University ("JHU") and Louisville Metro Government (the "Subrecipient") under which Subrecipient shall perform the work defined below as the Statement of Work, to enable JHU to complete its obligations under its Prime Award. All terms and conditions of this Subagreement are subject to applicable federal law and regulations and to the provisions of the Prime Award to the extent that the Prime Award is incorporated herein, as **Exhibit C**. Subrecipient understands that Grantor is granted third-party beneficiary rights to enforce the terms and conditions of **Exhibit C** against the Subrecipient.

1. STATEMENT OF WORK

- 1.1 Subrecipient's work shall conform to its statement of work ("Statement of Work") approved by JHU, attached and incorporated as **Exhibit A**.
- 1.2 Both parties shall mutually agree upon any change in the Statement of Work in writing, signed by authorized officials of both parties prior to the commencement of Subrecipient's performance under any such change.
- 1.3 Subrecipient shall submit the deliverable(s)/work product(s) ("Deliverable(s)") to JHU PI in the expected time frame indicated below:

DELIVERABLE(S)/WORK PRODUCT(S)	DUE DATE/TIME FRAME EXPECTED
Workflow Review at first clinical site visit	August 2023
Data Report to CDC	October 2023

2. PERIOD OF PERFORMANCE

This Subagreement is effective for the period May 15, 2023 through March 31, 2024 (the "Period

of Performance”), which shall be extended only by mutual written agreement of the parties.

3. PAYMENT

- 3.1 JHU shall pay Subrecipient a maximum of **one hundred thousand** United States Dollars (USD \$100,000) as outlined in the Subrecipient’s budget (“Budget”), attached and incorporated as **Exhibit B**.
- 3.2 Milestones attained shall be invoiced in accordance with the Subrecipient’s Budget and any proposed increase must be approved in writing by an authorized official of JHU before such commitments may be incurred.
- 3.3 In addition, with each invoice, an authorized representative of the Subrecipient shall certify that required Deliverable(s) to date have been submitted, and or payments requested are for appropriate purposes and in accordance with the Statement of Work, approved Budget and other requirements as set forth in the Subagreement.
- 3.4 Subrecipient shall submit invoices to:

Julius Esguerra
Johns Hopkins University
School of Medicine
5200 Eastern Avenue, Mason F Lord Bldg.,
Center Tower, Suite 381
Baltimore, MD 21224
205-215-2362
jesguer1@jhmi.edu

- 3.5 All payments shall be made to the address provided on the invoice submitted to JHU.
- 3.6 A final invoice, which includes costs per budget line item, shall be submitted to JHU no later than sixty (60) days following termination or expiration of the Subagreement. Payment will be made after final invoice has been received and verified by JHU that all agreed upon Deliverables, as shown in **Exhibit A**, have been submitted to JHU by Subrecipient.

4. KEY PERSONNEL

- 4.1 The Project Director and Technical Representative at JHU for this Subagreement is Khalil Ghanem, M.D., Ph.D. (“JHU PI”). JHU PI is not authorized to alter or amend this Subagreement, except that the JHU PI’s written concurrence shall be required to alter or amend Subrecipient’s Statement of Work and/or Budget.
- 4.2 The Project Director for Subrecipient shall be Stephanie Lokits, DNP, APRN (“Project Director”). An authorized official of JHU must approve in writing any proposed change in the Project Director. Should JHU not give its approval, this Subagreement shall be terminated in the manner provided below in **Section 13** (Termination).

5. REPORTS AND DELIVERABLES

- 5.1 Subrecipient shall submit Deliverable(s) as specified in **Exhibit A**, Statement of Work.
- 5.2 In addition to the Deliverables listed in **Exhibit A**, Subrecipient shall submit annual progress reports and a cumulative financial report (“Report(s)”) to the JHU PI. Subrecipient shall submit a final Report no later than sixty (60) days after expiration of this Subagreement to the JHU PI.
- 5.3 Failure by Subrecipient to submit any Deliverable and/or Report by its due date shall be considered just cause for JHU to withhold any payment until such Deliverable or Report is received and accepted by JHU PI. JHU may also terminate this Subagreement in accordance with **Section 13** (Termination), should Subrecipient fail to timely provide agreed upon Deliverables or Reports set forth in the Statement of Work and this **Section 5** (Reports and Deliverables).

6. APPROVALS AND NOTICES

- 6.1 Subrecipient shall submit all notices and requests for approvals regarding alterations or amendments to this Subagreement and requests for carry forward shall be submitted to:

Office of Research Administration
Outgoing Subwards Group
Johns Hopkins University, School of Medicine
733 N. Broadway, MRB 117
Baltimore, MD 21205
orasubcontracts@jhmi.edu

- 6.2 Notices regarding changes in the Statement of Work, Deliverable(s), Budget or Project Director, and programmatic matters, including publication reviews, should be sent to JHU PI:

Khalil Ghanem, MD, PhD
Infectious Diseases
Johns Hopkins University
School of Medicine
5200 Eastern Ave, MFL Center Tower 378
Baltimore, MD 21224
410-550-9078
kghanem1@johnshopkins.edu

With a copy to the contact provided in **Section 6.1** for changes to the Budget, Statement of Work, and/or Project Director.

- 6.3 Subrecipient’s authorized official for receiving notices of alterations or amendments to this Subagreement shall be:

Richard Champion
Louisville Metro Government
400 E Gray Street
Louisville, KY 40202
502-574-3809

lmphwgrants@louisvilleky.gov

7. PUBLICITY AND USE OF NAME

Neither party shall use, directly or by implication, the names, logos, trade dress, or trademarks (or derivatives thereof) of the other party, nor any of the other party's affiliates, contractors, employees, agents, or students in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the prior written permission of an authorized representative of the other party. All requests for JHU approval shall be forwarded to:

Johns Hopkins University
Johns Hopkins Medicine
Media Relations and Public Affairs office
C/O James Lustek
901 S. Bond Street, Suite 550
Baltimore, MD 21231
443-287-2549
Jlustek1@jhmi.edu

8. PUBLICATIONS

- 8.1 Each party shall have the right to publish and disseminate information derived from the performance of work under this Subagreement. Qualification for authorship shall be in keeping with generally accepted criteria. The order of authorship shall be a joint decision of the co-authors in any co-authored publication. Each author shall have participated sufficiently in the work to take public responsibility for the content.
- 8.2 Subrecipient shall provide JHU PI with a copy of any proposed publication for review and comment at least thirty (30) days prior to submission.
- 8.3 Publications shall carry appropriate acknowledgment of funding support by a statement such as the following:

“This publication (journal article, etc.) was supported by a Subagreement from the Johns Hopkins University with funds provided by Grant No. NU62PS924584 from the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Johns Hopkins University.”

9. CONFIDENTIALITY

- 9.1 “Confidential Information” means all non-public, confidential, and/or proprietary information that is marked as “Confidential Information” as described below and which is disclosed by one party to the other, including, but not limited to, software, inventions (whether patentable or not), algorithms, diagrams, drawings, processes, reagents, research, product or strategic plans or collaborations or partnerships, financial information, business models, and information relating to corporate finance and governance. Confidential Information, if in tangible or readable form, shall be marked as such at the time of disclosure and if disclosed orally, shall be reduced to

writing, marked confidential, and addressed to the other party within ten (10) days after disclosure.

- 9.2 Each party shall have the right to refuse to accept any Confidential Information proffered to it by the other party. If necessary, the parties will exchange Confidential Information only under the provisions set forth herein. The party who receives Confidential Information (the "Receiving Party") shall (i) hold the Confidential Information in confidence using the same care it affords its own confidential information of a similar nature, but not less than a reasonable degree of care; (ii) use the Confidential Information only for the performance of this Subagreement; and (iii) restrict disclosure of the Confidential Information to employees whose duties justify the need to know the Confidential Information in furtherance of the performance of this Subagreement and who are advised as to the confidential nature of the information and required to comply with the provisions of this Subagreement. The Receiving Party shall not provide any third parties with access to the Confidential Information unless such third party has agreed to be bound by confidentiality and non-disclosure obligations in a form of an agreement reasonably acceptable to the party disclosing the Confidential Information (the "Disclosing Party").
- 9.3 Confidential Information shall not include any information disclosed to the Receiving Party that the Receiving Party can demonstrate (i) was previously in its possession, as shown by its pre-existing records, without violation of any obligation of confidentiality; (ii) was received from a third party without violation of any obligation of confidentiality; (iii) was publicly known and made generally available prior to such disclosure; (iv) becomes publicly known or made generally available at a later date, through no fault of the Receiving Party, and only then after such later date; or (v) was independently developed without use of or reliance upon any Confidential Information by the Receiving Party, its employees, or consultants.
- 9.4 If the Receiving Party is required to disclose Confidential Information of the Disclosing Party by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons, or other legal process, the Receiving Party shall give the Disclosing Party prompt written notice of such requirement so that the Disclosing Party may seek a protective order or take other appropriate action, cooperate reasonably with Disclosing Party in connection with Disclosing Party's efforts to seek such relief, and thereafter to disclose only the minimum information required to be disclosed in order to comply.
- 9.5 Upon termination of this Subagreement or the Disclosing Party's request, Confidential Information shall be promptly returned to the Disclosing Party or destroyed, at the Disclosing Party's option, with such destruction confirmed in writing. The Receiving Party may retain one archival copy of such Confidential Information for purposes of fulfilling its obligations under this Subagreement and/or under the Prime Award, as applicable.
- 9.6 The obligations of confidentiality under this **Section 9** shall continue for a period of three (3) years following conclusion or early termination of this Subagreement.

10. INTELLECTUAL PROPERTY

10.1 Inventions and Patents.

- 10.1.1 The determination of rights in ownership and disposition of inventions and discoveries resulting from the performance of the Statement of Work ("Inventions") and the administration of patents will be in accordance with 37 CFR 401 and the terms of this

Subagreement. Subrecipient agrees to comply with regulations regarding Inventions pursuant to 37 CFR Part 401.

- 10.1.2 Subrecipient understands and acknowledges that JHU, through its employees, has knowledge, experience and expertise, which has been acquired over a substantial number of years prior to entering into this Subagreement (“JHU Background Intellectual Property”). JHU shall retain all rights to such JHU Background Intellectual Property. Nothing in this Subagreement shall confer any right to Subrecipient to acquire by assignment or license, exclusive ownership or use of JHU Background Intellectual Property.
- 10.1.3 Pursuant to U.S. Public Law 96-517, as amended by U.S. Public Law 98-620, Subrecipient shall (i) retain title to any Inventions first conceived or actually reduced to practice in the performance of the work funded by this Subagreement solely by its faculty member(s) and/or employee(s) and/or student(s), provided, however, Subrecipient shall promptly notify the JHU Principal Investigator in writing of any such Inventions and Subrecipient hereby grants to JHU an irrevocable, royalty-free, non-exclusive license for education and research purposes to any Subrecipient Invention.
- 10.1.4 JHU shall retain ownership of any Inventions first conceived or actually reduced to practice in the performance of the work funded by this Subagreement solely by a JHU faculty member(s) and/or employee(s) and/or student(s).
- 10.1.5 Subrecipient and JHU shall be joint owners of any Inventions first conceived or actually reduced to practice in the performance of the work funded by this Subagreement jointly by faculty member(s) and/or employee(s) and/or student(s) of Subrecipient and JHU. For any jointly owned Inventions, JHU shall have the opportunity to preview and comment on all documents of record used in filing, prosecuting, and maintaining of any patent application and to participate in the selection of the patent attorney.

10.2 Copyrights.

- 10.2.1 Disposition of any copyrights or any copyrightable material created by Subrecipient in performance of the Statement of Work will be determined by the policy of the Subrecipient, subject to this **Section 10.2**.
- 10.2.2 Any and all copyrighted materials are subject to a royalty-free, non-exclusive and irrevocable license to the U.S. Government to reproduce, publish or otherwise use the copyrighted material and to authorize others to do so for federal purposes.
- 10.2.3 Subrecipient shall provide copies of all copyrighted or copyrightable materials to the JHU PI. Subrecipient hereby grants to JHU an irrevocable, royalty-free, non-exclusive right and license to use, copy, reproduce, make derivative works, display, publish, perform and sublicense any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subagreement for the purpose of education and research and/or to the extent required to meet JHU’s obligations under its Prime Award.

- 10.3 Data. Subrecipient will own the data it generates under this Subagreement. Subrecipient hereby grants to JHU the right to receive copies of such data and to use such data for the purpose of education and research and/or to the extent required to meet JHU’s obligations under its Prime Award. Additionally, Subrecipient acknowledges the rights of the U.S. Government to use such data and to authorize others to do so for federal purposes.

11. **EQUIPMENT**

Purchase of equipment not in the approved Budget, attached as **Exhibit B**, requires JHU's written prior approval, and Subrecipient must submit all unbudgeted equipment purchases requests to JHU in writing.

12. INSPECTION AND AUDIT

- 12.1 JHU reserves the right to inspect, upon JHU's reasonable advance notice and during normal business hours (except in the case of an emergency), Subrecipient's physical facilities, all aspects of the Statement of Work undertaken under this Subagreement, and all records and documents of any kind pertaining to the Subagreement. Subrecipient agrees to provide copies of any records, other documentation to JHU in a timely fashion as reasonably requested by JHU.
- 12.2 Subrecipient will keep all usual and proper books relating to performance of the Statement of Work for a minimum period of three (3) years after the date of receipt of the final payment. During this period, JHU or an authorized representative shall have the right to audit, at its own expense, all books and records of funds received and costs invoiced under this Subagreement. If an audit reveals a material discrepancy or error in reporting, Subrecipient will repay the unallowable costs.

13. TERMINATION

This Subagreement may be terminated by either party at any time upon thirty (30) days written notice to the other party; however, JHU may terminate on less than thirty (30) days' notice in the event such termination occurs pursuant to a notice of termination from the Grantor to JHU. Upon such notification, Subrecipient shall proceed in an orderly fashion to limit or terminate any outstanding commitments, and to conclude the Project. Subrecipient shall submit a final financial report and/or progress report (if applicable) to JHU within sixty (60) days of the effective date of termination. In the event that the Subagreement is terminated as a result of a breach by Subrecipient, non-cancellable expenses incurred by the Subrecipient in relation to the Project may be allowable, but only up to the date that Subrecipient receives the notice of the breach. If the Subagreement is terminated for any other reason, non-cancelable expenses incurred by the Subrecipient in relation to the Project through the date of termination may be allowable.

14. LIABILITIES AND LOSS

The work to be performed under this Subagreement will be performed entirely at the Subrecipient's risk. The Subrecipient shall indemnify, defend, and hold harmless JHU, its trustees, officers, employees, students, and agents against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Subrecipient or by conditions created thereby, or based upon any Subrecipient violation of any statute, ordinance, code or regulation in connection with its performance under this Subagreement. This obligation to defend and indemnify JHU shall survive the termination of this Subagreement.

15. INSURANCE

Subrecipient represents that it carries sufficient insurance coverage to comply with the

requirements of federal, state and local laws as well as its obligations under this Subagreement.

16. HUMAN SUBJECTS/ANIMAL RESEARCH COMPLIANCE

- 16.1 Protection of Human Subjects. Subrecipient agrees that no research involving human subjects will be conducted under this Subagreement.
- 16.2 Vertebrate Animals. Subrecipient agrees that no research involving the use of vertebrate animals will be conducted under this Subagreement.

17. EXPORT CONTROLS

- 17.1 Each party to this Subagreement assumes responsibility for determining whether its performance is subject to, and in compliance with, U.S. export control and sanction program laws and regulations (“U.S. Export Controls”), including but not limited to the *Export Administration Regulations* (Department of Commerce), the *International Traffic in Arms Regulations* (Department of State), and the sanctions programs embodied in regulations administered by the Department of the Treasury’s Office of Foreign Assets Control (OFAC). Each party shall be responsible for obtaining and/or invoking for its own organization any authorization needed from a cognizant, government authority, in order to ensure its performance under this Subagreement, including export/re-export or import licenses and exemptions/exceptions. The parties shall cooperate to promote one another’s compliance with U.S. Export Controls, but any such cooperation, including notice, advice or other assistance, shall not be relied upon as one party’s assumption of any portion of another party’s independent legal responsibility to comply.
- 17.2 In the spirit of such cooperation, JHU anticipates that fulfillment of this Subagreement will not require Subrecipient to receive Controlled Items from JHU. In the context of this Subagreement, Controlled Items are tangible or intangible items (e.g., commodities or technology) that are listed within U.S. Export Controls, such as the dual-use items found on the *Commerce Control List* (see 15 CFR 774), or the defense articles found on the *U.S. Munitions List* (see 22 CFR 121).
- 17.3 JHU further anticipates that fulfillment of this Subagreement will not require Subrecipient to enter into transactions or other activities that invoke one or more U.S. sanctions programs or embargoes.
- 17.4 JHU and Subrecipient shall independently assume full responsibility for their own release of Controlled Items to, or controlled transactions with, a foreign country or its citizens.
- 17.5 If either party discovers that it cannot reasonably ensure its lawful performance of activities involving Controlled Items or sanctions programs or embargoes, whether anticipated or unanticipated, where such activities are required in order to fulfill its obligations under this Subagreement, then the parties will make a good-faith effort to contemplate feasible, alternative activities. If the parties cannot mutually agree upon such alternative activities, and if that renders either or both parties unable to fulfill their respective obligations under this Subagreement, then the Subagreement may be terminated or amended as covered by **Section 13**.

18. ANTI-TERRORIST COMPLIANCE

- 18.1 Subrecipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with these Executive Orders and laws.
- 18.2 Subrecipient hereby agrees that all funds, including subawards to lower-tier Subrecipients, will be used in compliance with all applicable United States anti-terrorist financing and asset control laws, regulations, rules and executive orders.
- 18.3 This provision must be included in all subagreements issued under this Subagreement.

19. TRAFFICKING IN PERSONS

This Subagreement is subject to and Subrecipient shall comply with the requirements of section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

20. GOVERNING LAW, VENUE

- 20.1 This Subagreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the State of Maryland (excepting the application of UCITA and any conflict of laws/provisions which would serve to defeat application of Maryland substantive law).
- 20.2 Each of the parties hereto agrees to venue in and submits to the exclusive jurisdiction of the state and/or federal courts located within the State of Maryland for any suit, hearing or other legal proceeding of every nature, kind and description whatsoever in the event of any dispute or controversy arising hereunder or relating hereto, or in the event any ruling, finding or other legal determination is required or desired hereunder. Both parties hereto agree to waive their respective rights to a trial by jury.

21. DISPUTES

The parties shall attempt to resolve all disputes through informal means. Each party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with the other party to determine whether other procedures that are less expensive or less time consuming can be adopted to resolve the dispute.

22. FORCE MAJEURE

Neither party will be responsible or liable to the other party for non-performance or delay in performance of any terms or conditions of this Subagreement due to acts or occurrences beyond the control of the nonperforming or delayed party, including, but not limited to, acts of God, pandemics, epidemics, acts of government, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided the nonperforming or delayed party provides to the other party written notice of the existence of and the reason for such nonperformance or delay, and shall work diligently to mitigate its effects and make best efforts to resume performance as soon as practicable.

23. SPECIAL CONDITIONS

The Subrecipient is subject to, and agrees to abide by, the additional Prime Award terms and conditions specified in **Exhibit C**.

24. ORDER OF PRECEDENCE

- 24.1 Any inconsistency in this Subagreement shall be resolved by giving precedence in the following order:
- 24.1.1 The Subagreement;
 - 24.1.2 **Exhibit C**, Prime Award clauses;
 - 24.1.3 Other documents, exhibits, and attachments.

25. ASSURANCES AND CERTIFICATIONS

- 25.1 General. Subrecipient represents and certifies that it has filed and will maintain all assurances or other documentation with the appropriate government agencies to the extent such assurances and documentation are required.
- 25.2 Debarment. Subrecipient certifies that neither Subrecipient nor any of its officers, employees, or agents performing any service under this Subagreement (including the Project Director) are presently or proposed to be debarred, suspended, declared ineligible or voluntarily excluded from participation in this transaction, under investigation for a crime or otherwise engaged in conduct for which a person can be debarred by any federal agency, and Subrecipient will immediately notify JHU upon any inquiry concerning commencement of any such proceeding concerning Subrecipient or such person referred to in this subparagraph.
- 25.3 Federal Debt. Subrecipient certifies that Subrecipient is not delinquent on any Federal debt in accordance with OMB Circular No. A-129.
- 25.4 Lobbying. Subrecipient certifies that no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with this Subagreement, and that if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with the Prime Award, grant loan or cooperative agreement, the Subrecipient will complete and submit standard Form-LLL, "*Disclosure Form to Report Lobbying*."
- 25.5 Non-discrimination. Subrecipient certifies that it does not and will not discriminate in administering this Subagreement on the basis of sex, gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, religion, sexual orientation, gender identity or expression, veteran status or other legally protected characteristic.

- 25.6 Drug-Free Workplace. By signing this Subagreement, the Subrecipient assures that it is in compliance with the provisions of the "*Drug-Free Workplace Act of 1988*" (45 CFR Part 76, Subpart F).
- 25.7 Changes. Subrecipient agrees to notify JHU promptly if there is any change of status in any of the above assurances and certifications.

26. WHISTLEBLOWER PROTECTIONS

- 26.1 Employees of Subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.
- 26.2 Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:
- 26.2.1 Gross mismanagement of a Federal contract or grant;
 - 26.2.2 A gross waste of Federal funds;
 - 26.2.3 An abuse of authority relating to a Federal contract or grant;
 - 26.2.4 A substantial and specific danger to public health or safety; or,
 - 26.2.5 A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).
- 26.3 To qualify under the statute, the employee's disclosure must be made to:
- 26.3.1 A Member of Congress, or a representative of a Congressional committee;
 - 26.3.2 An Inspector General;
 - 26.3.3 The Government Accountability Office
 - 26.3.4 A federal employee responsible for contract or grant oversight or management at the relevant agency;
 - 26.3.5 An official from the Department of Justice, or other law enforcement agency;
 - 26.3.6 A court or grand jury; or,
 - 26.3.7 A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover or address misconduct.
- 26.4 The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants, contracts, subgrants and subcontracts issued beginning July 1, 2013 through January 1, 2017.

27. RESEARCH MISCONDUCT

- 27.1 Subrecipient must maintain, and effectively communicate to its personnel, written policies and procedures for inquiring into, investigating, and addressing allegations of research misconduct. Research misconduct means the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results.
- 27.2 If Subrecipient initiates a research misconduct investigation, it must notify JHU's research integrity officer within five (5) business days. Where research misconduct has affected data validity or reliability, JHU may require the Subrecipient and its collaborator authors to submit a correction or retraction of the data to a journal, publish the corrected data, or both. If

Subrecipient does not comply with this requirement, JHU may invoke its rights to access the data (including copyrightable material developed under the Subagreement), have the data reviewed, and submit the correction.

28. CONFLICT OF INTEREST DISCLOSURE

In addition to all other reporting and notification requirements set forth in this Subagreement, the Subrecipient will promptly disclose to JHU in writing each of the following:

- 28.1 42 CFR Part 50.604 requires that institutions conducting PHS-funded research “Maintain an up-to-date, written, enforced policy on financial conflicts of interest.” Further, “If the Institution carries out the PHS-funded research through a subrecipient (e.g., subcontractors or consortium members), the Institution (JHU) must take reasonable steps to ensure that any subrecipient Investigator complies with this subpart by incorporating as part of a written agreement with the subrecipient terms that establish whether the financial conflicts of interest policy of JHU or that of the Subrecipient will apply to the Subrecipient's Investigators.”
- 28.2 Subrecipient certifies that it will adhere to the definitions of “investigator” and “significant financial interest” as defined below. Subrecipient further certifies that it will abide by sections A, B(1), C and E of the JHU's Disclosure and Professional Commitment Policy and JHU's Policy on Individual Financial Interests and financial Conflicts of Interest in Research. In accordance with these policies, Subrecipient represents that it will report to JHU any identified significant financial interests of Subrecipient investigators that are directly related to the Subrecipient's work for JHU under this Subagreement. If JHU determines that a Subrecipient's investigator's significant financial interest constitutes a financial conflict of interest, Subrecipient and Subrecipient's investigator with the identified financial conflict of interest will comply with JHU's management plan to ensure the conflict is managed. Subrecipient shall make no obligations against the funds to be awarded under this Subagreement until any Subrecipient investigator's significant financial interest is reported to JHU and, if necessary, any resulting financial conflict of interest is managed in accordance with this paragraph.
- 28.3 If an investigator's significant financial interest arises during the course of the Project, Subrecipient shall report the interest to JHU within ten (10) days subsequent to learning of the interest. Subrecipient shall update on an annual basis each significant financial interest it discloses to JHU. The annual update shall be submitted to JHU prior to JHU's submission of the annual progress report for the Project, including multi-year funded Projects, or prior to the time of extension.
- 28.4 An investigator means the Project Director or principal investigator and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of research funded by PHS, or proposed for such funding, which may include, for example, collaborators or consultants. This definition includes all study team members on PHS-funded IRB applications. This definition is independent of whether one is appointed by or employed by the Subrecipient Institution.
- 28.5 Investigators also include the following:
- 28.5.1 Faculty members, if the Subrecipient is an academic institution
 - 28.5.2 Any Individual who receives any percent of effort under a PHS Subaward

28.5.3 Graduate students at Subrecipient institutions who participate in PHS-supported research, or

28.5.4 Any individual who is responsible for the design, conduct, or reporting of PHS-supported research and exercises enough independence to influence the outcome of said research.

The final determination regarding who is considered an investigator in PHS-supported research should be made by the PI of the Project.

28.6 A Subrecipient investigator's significant financial interest means any payment to the investigator and/or an investigator's financial interest or fiduciary role that is directly related to the Subrecipient's work for JHU. This includes, but is not limited to, the following:

28.6.1 Income for services (e.g., consulting fees or honoraria that exceeds \$5,000 per year)

28.6.2 Equity interests (e.g., stock, stock options or other ownership interests) with a fair market value greater than \$5,000, but not including equity interests in mutual funds

28.6.3 Intellectual property rights and interests (e.g., receipt of royalty payments), upon receipt of income related to such rights and interests

28.6.4 Fiduciary role (e.g., Board of Directors member, officer or manager)

28.6.5 A significant financial interest does not include payments to the investigator by the Subrecipient institution, provided that the institution employs the investigator.

29. MISCELLANEOUS

29.1 Neither party may assign or transfer this Subagreement, in whole or in part, without the written consent of an authorized representative of the other party. Any attempt to assign without prior written consent is void.

29.2 The relationship of the parties is that of independent contractors and they are not agents, employees, partners, or joint venturers of one another. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party with responsibility for program matters) shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's authorized representative's prior written approval.

29.3 Subrecipient certifies and represents that the Statement of Work shall be performed in a professional and workmanlike manner and that any Deliverable shall be original to Subrecipient and will not infringe on any copyright held by any third party.

29.4 The Section headings appearing in this Subagreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope of intent of the Section to which they appertain.

29.5 If any provision of this Subagreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Subagreement which can be given effect without the invalid provision, and to this end the provisions of this Subagreement are declared to be severable.

29.6 No waiver of any term or provision of this Subagreement whether by conduct or otherwise in any

one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this Subagreement.

- 29.7 This Subagreement and Exhibits contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Subagreement shall be valid or binding; and this Subagreement may not be enlarged, modified, or altered except in writing signed by an authorized representative of the parties.
- 29.8 This Subagreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together shall constitute one and the same agreement.

Attached Exhibits

Exhibit A – Statement of Work
Exhibit B – Budget
Exhibit C – Prime Award

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Please indicate acceptance of this Subagreement by having a duly authorized official sign this document.

ACCEPTED FOR:

**JOHNS HOPKINS UNIVERSITY
SCHOOL OF MEDICINE**

Rhanota Edwards
Assistant Director
Office of Research Administration

DATE: _____

LOUISVILLE METRO GOVERNMENT

DocuSigned by:
Connie Mendel
FCF90B39BAEB4B8...

Name: Connie Mendel
Title: Director
Office of Research Administration

10/16/2023

DATE: _____

DocuSigned by:
Paul Rutherford
2C1BED9DF1BB454...

Paul Rutherford
Assistant County Attorney
10/16/2023

READ AND UNDERSTOOD

DocuSigned by:
Connie Mendel
FCF90B39BAEB4B8...

Connie Mendel , MPH, REHS
Louisville Metro Government
Director, Interim Chief Health Strategist

10/16/2023

DATE: _____

Statement of Work – Louisville STD Specialty Clinic

Period of Performance: May 15 2023 – March 31 2024

STD/HIV Prevention Training Center at Johns Hopkins, Mpox Program Supplement

PI: Khalil Ghanem, MD, PhD

Mpox Medical Director: Elizabeth Gilliams, MD

Subaward approved by CDC in GY4 of Mpox Program Supplement includes provision of \$100,000 to Louisville STD Specialty Clinic to support integration of mpox services into routine sexual health services. Funds are intended to support continued integration of mpox services [diagnosis, treatment, vaccines] into routine sexual health services using a syndemic approach. Basic demographic information regarding Mpox vaccination efforts will be reported twice during the subaward period, the PTC Evaluation Team will assist Louisville Specialty Clinic with the collection of this data. Subawardee provides data to PTC for submission to CDC.

Specific Aims [Specified in Mpox Supplement]	Timeline	Key Contacts
Clinic data collection regarding Mpox vaccination demographics as specified by CDC	Halfway into performance period and at end	Louisville STD Specialty Clinic data manager and Nurse Manager, working with PTC Evaluation Team
Development of clinic work flows for integration of Mpox services	10 months	Louisville STD Specialty Clinic- Nurse Manager, Nurse Practitioner
Attendance at meetings with PTC team	10 months	Louisville STD Specialty Clinic – Leadership staff
Facilitation of PTC site visits [2 in performance period]	Estimated Aug 2023, Jan 2024	Louisville STD Specialty Clinic – Leadership staff

RESOLUTION NO. 092, SERIES 2023

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT \$100,000.00 OF FUNDING FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION THROUGH THE JOHNS HOPKINS MPOX GRANT PROGRAM TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC HEALTH AND WELLNESS.

SPONSORED BY: COUNCIL MEMBER ANDREW OWEN

WHEREAS, the Johns Hopkins Mpox grant program provides funding to allow STD Specialty Clinics to support the integration of mpox services into routine sexual health services; and

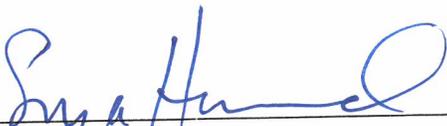
WHEREAS, these funds will be used to increase vaccine accessibility, demand, and uptake, specifically among the populations disproportionately affected by mpox.

WHEREAS, the Metro Government wishes to take advantage of this opportunity through the Department of Public Health and Wellness.

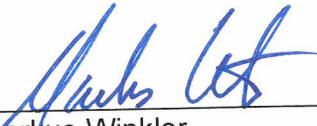
NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AS FOLLOWS:

SECTION I: The Mayor is hereby authorized to accept \$100,000.00 of funding from the Johns Hopkins Mpox grant program, to be administered by the Department of Public Health and Wellness.

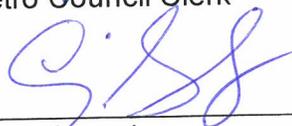
SECTION II: This Resolution shall take effect upon its passage and approval or otherwise becoming law.



Sonya Harward
Metro Council Clerk



Markus Winkler
President of the Council



Craig Greenberg
Mayor

12/5/23

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: M. Alliday Hopkins

LOUISVILLE METRO COUNCIL
ADOPTED
November 30, 2023

R-141-23 – Public Health & Wellness JHU Mpox Prevention Program.docx