

<b>Louisville Metro Government</b> Economic Development 444 S. Fifth St. Louisville, Kentucky 40202	<b>Subaward Grant Agreement</b>
	Subaward Date: January 1, 2023
<b>Recipient Name and Address</b> Louisville Healthcare CEO Council 201 E. Jefferson St., Suite 214 Louisville, Kentucky 40202	Subaward Number: CSLFRF-ECD-FY23-004-6.1
	Grantee EIN: 82-3835653
	Grantee UEI: UZENAMJQD5M6
	Project Title: Healthcare Workforce Innovation Coalition – Venture Studios
	Assistance Listing (AL) Number: 21.027 (Not Reportable on SEFA)
<b>LMG Agency Director and Contact Person</b> Benjamin Moore <a href="mailto:Benjamin.Moore@louisvilleky.gov">Benjamin.Moore@louisvilleky.gov</a> 502-574-1379	AL Name: Coronavirus State and Local Fiscal Recovery Funds
	Project Period: 01/01/23-09/30/2026
	Budget Period: 01/01/23-09/30/26
	Closeout Date: 11/30/2026
	Amount of This Award: \$11,274,980.16
	Amount Previously Awarded for Project in This FY: 0
	Total Award Amount to Date: \$11,274,980.16
	Amount Funded through Federal Funds: \$11,274,980.16
	Federal Award Date: 5/21/21
	Federal Award Number: n/a
	Federal Award Indirect Rate: 0.00%
	Subaward Indirect Rate: 10%
	Amount of R&D Funding: \$0
	ARP Project Number: ARP-0074-ECD
	Treasury Expenditure Category: 6.1 Government Services

**THIS AGREEMENT** made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, acting by and through the Department of Economic Development** (hereinafter referred to as "Metro Government"), and **Louisville Healthcare CEO Council, 201 E. Jefferson St., Suite 214, Louisville, KY 40202, UEI UZENAMJQD5M6** (hereinafter referred to as "Grantee"):

**WITNESSETH:**

**WHEREAS,** Metro Government is the recipient of federal Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) from the **U.S. Department of the Treasury** in order to provide services known as the Healthcare Workforce Innovation Coalition – Venture Studios (hereafter the “Project”)

**WHEREAS,** Metro Government is in need of assistance to prepare for, prevent and respond to the coronavirus public health emergency, 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

**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 the January 1, 2023 and shall terminate with an end date of September 30, 2026 and a closeout date of November 30, 2026.

- B. This Agreement may be terminated at any time by submitting fifteen (15) days' written notice to the non-terminating party of such intent to terminate.  
Grantee acknowledges that the negotiations for this Project are the subject of an ongoing ethics review, and that Metro Government has the sole discretion to terminate, modify and/or hold this Agreement in abeyance as a result of this review.
- C. Grantee acknowledges Metro Government has the sole discretion to terminate this Agreement if Metro, in its review of progress reports or other relevant information, determines the Project is no longer viable, that the program outcomes are no longer needed or deemed effective, or there has been a material change to the needs of the community or targeted populations/locations. Notwithstanding Metro Government's ability to terminate this Agreement, it will remain liable under Section II to make disbursements to the Grantee for eligible expenditures which have been received and approved by Metro Government prior to the Agreement's termination date.
- D. **The U.S. Treasury Department's deadline for obligating CSLFRF funds is December 31, 2024. Grantee must obligate all funds within the grant's period of performance, or no later than December 31, 2024, for grants with a period of performance ending after that date. Obligation means all contracts and subawards must be signed and issued, all purchase orders must be placed, all other purchases must be completed, and all staff work must be completed by the obligation deadline. If applicable, Grantee's subrecipients must also obligate all funds by December 31, 2024. Metro Government will not reimburse Grantee for costs obligated after December 31, 2024, including any staff time worked after that date.**

## II. PAYMENTS:

- A. Metro Government shall make disbursements to the Grantee with Metro Government funds ("Grant Funds"). These disbursements will occur upon approval of invoiced program expenditures, including the supporting documents detailed in Section III.C. All approved expenses are reimbursed in congruence with federal funding source guidelines, which are found in Title 2 CFR 200.305. The total amount of such compensation payable under this Agreement shall not exceed the sum of \$11,274,980.16 as set forth in **Ordinance No. 182, Series 2022**, 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, Healthcare Workforce Innovation Coalition, in accordance with the Work Program and Budget attached hereto as Exhibit A and incorporated herein by reference (hereafter the "Work Program").

Occasionally there are variances between the estimated budget and the actual expenditures. For this reason, the Grantee may move funds within approved budget line items if the amount of the line item which is moved does not exceed 10% or the sum of \$50,000, whichever is less. The Grantee must submit a written budget revision for any variances exceeding 10% or \$50,000.00 of the approved line items. Regardless of the variance amount, the total amount of funding must remain unchanged, and all new costs must be within the scope of the approved project. Budget revisions that include new line items or costs outside of the approved project scope will require a formal amendment to this agreement.

- B. Grantee agrees to maintain all records related to this project for a period of five (5) years after final payment is made using CSLFRFs monies. Metro Government shall have the right, at any reasonable time, upon reasonable advance written notice of at least one business week, to inspect and audit those records by authorized representatives of its own or any public

accounting firm or compliance auditors 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 CSLFRF payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19; 2. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19; 3. receipts of purchases made related to addressing the public health emergency due to COVID-19; 4. contracts and subcontracts entered into using CSLFRF payments and all documents related to such contracts; 5. grant agreements and grant subaward agreements entered into using CSLFRF payments and all documents related to such awards; 6. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients; 7. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; 8. all internal and external email/electronic communications related to use of CSLFRF payments; and 9. all investigative files and inquiry reports involving CSLFRF payments.

### C. Reporting

- i. Financial Reporting:** Grantee agrees to submit monthly by the **15<sup>th</sup> day of each month**. The final invoice must be received no later than **October 15, 2026**.

Invoices shall account for all expenditures eligible for reimbursement. Grantee must submit original proof of purchase and proof of payment 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, or copies of bank statements showing payroll debits, time tracking logs and semi-annual certifications, as applicable; (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 GovGrants.

- ii. Civil Rights Act Reporting:** The U.S. Treasury Department may request recipients submit data and information related to the Civil Rights Act. Grantee agrees to collect and provide information to Metro upon request. See Section IV.E. of this subaward agreement for more information.

**iii. Performance Reporting:**

Grantee must submit the following reports by the dates requested.

1. Monthly narrative reports on the progress of the project, in addition to attendance at weekly project management meetings.
2. Quarterly reports on progress toward meeting Key Performance Indicators (KPIs) due no later than the 10<sup>th</sup> of October, January and April.
3. Quarterly reports on construction progress and timeline.
4. Annual Performance Report due by July 10<sup>th</sup> of each fiscal year of the subaward. Annual Performance Report must include all of the following:
  - a. Executive Summary
  - b. Uses of Funds
  - c. Equitable Outcomes Data
  - d. Community Engagement Details
  - e. Information on Labor Practices for all Infrastructure Projects
  - f. Use of Evidence-Based Models and Practices
  - g. Progress Toward Meeting Key Performance Indicators

- D. If it is determined through Metro’s financial monitoring process that funds were not spent in accordance with the grant agreement, the grantee will be required to repay the funds. Metro Government will notify the grantee of any repayment and the grantee will have 15 business days to return these funds.
- E. Grantee will follow the guidance and requirements found in Metro’s American Rescue Plan CSLFRFs Subrecipient Handbook, including the required Reimbursement Request format and processes.
- F. Grantee agrees to cooperate with any Metro monitoring requests, including, but not limited to desk reviews and on-site visits. Grantee further agrees to cooperate with monthly monitoring by compliance consultants engaged by Metro Government for this purpose.
- G. Grantee agrees to participate in weekly project review meetings.
- H. Grantee agrees not to dispose of assets purchased with CSLFRF funds prior to December 31, 2024. Prior to the end of this award, Metro Government will provide instructions to Grantee regarding the disposition of all assets purchased with CSLFRF funds. Grantees may be instructed to:
  - i. Surrender assets to Metro Government at the end of grant’s period of performance, or
  - ii. Retain assets and provide payment to Metro Government in the proportional amount of assets’ current Fair Market Value (FMV), or
  - iii. Retain assets with no payment to Metro Government required.

#### **IV. FEDERAL REQUIREMENTS**

Grantee must fully comply with the following federal requirements.

- A. Grantee must maintain an active Unique Entity Identifier and a current registration on the System for Award Management Exclusions (SAM.gov) throughout the life of this subaward. If at any time Grantee’s status on SAM.gov shows exclusions, grant payments will be withheld until the exclusion is resolved.
- B. Grantee shall comply with the parts of the Uniform Grant Guidance codified as 2 CFR Part 200 at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). (<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf>.) that apply to CSLFRF Revenue Replacement projects. These requirements are found in the CSLFRF Final Rule Frequently Asked Questions, which are found here: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

Grantee shall comply with the provisions in the U.S. Department of Treasury’s CSLFRF Final Rule that address revenue replacement projects.

#### **V. 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.

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. 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 the Grantee has knowingly misrepresented facts or attempted to defraud or deceive Metro in the administration of this Grant.
- F.** 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.
- G.** Failure to request reimbursement of project costs/expenses on a monthly basis.
- H.** Failure to cooperate with monitoring requests made by Metro Government, and/or any other firm engaged by Metro Government to provide compliance monitoring services, as well as failure on the part of the Grantee to resolve monitoring findings by required deadlines.

**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 Agreement, and any other Grant Agreement between Metro Government and Grantee, 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. HOLD HARMLESS**

Grantee shall indemnify, hold harmless, and defend Metro Government, its elected and appointed officials, employees, agents, and successors in interest from all claims, damages, losses, and expenses, including reasonable 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: (i) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (ii) not caused by the negligent act or omission or willful misconduct of 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.

**IX. 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.

**X. 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.

**XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise,

inducement, or statement of intention has been made by the Parties that are not embodied in this Agreement.

WITNESS the agreement of the parties hereto as attested by their signatures affixed hereon, this 30th day of March 2023.

**APPROVED:**

**LOUISVILLE/JEFFERSON COUNTY GOVERNMENT by and through its Economic Development agency**

By: Benjamin Moore \_\_\_\_\_

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

Signature: DocuSigned by:  
*Benjamin Moore*  
9D2B78381E9A4E6... \_\_\_\_\_

Date: 3/30/2023 \_\_\_\_\_

**APPROVED:**

**Louisville Healthcare CEO Council**

By: Tammy York Day \_\_\_\_\_

**(Print Name)**

Title: President and CEO \_\_\_\_\_

Signature: DocuSigned by:  
*Tammy York Day*  
4A7328004D004DD... \_\_\_\_\_

Date: 3/30/2023 \_\_\_\_\_

**Approved as to form:**

Natalie Richards  
\_\_\_\_\_  
**Print Name**

Assistant County Attorney  
\_\_\_\_\_

Title: DocuSigned by:  
*Natalie Richards*  
41A2514309FD469...  
**Signature**

Date: 3/30/2023 \_\_\_\_\_

**Reviewed for content only by  
OMB Senior Policy Advisor**

Susan Durham

\_\_\_\_\_  
**Print Name**

Senior Policy Advisor

\_\_\_\_\_  
**Title**

SD

\_\_\_\_\_  
**Initials**

**Date:** 3/30/2023

**Reviewed by Accelerator Team**

Ken Hillebrand

\_\_\_\_\_  
**Print Name**

Director

\_\_\_\_\_  
**Title**

KMH

\_\_\_\_\_  
**Initials**

**Date:** 3/30/2023



<b>CEO<sup>C</sup> KEY PERFORMANCE INDICATOR LOGIC MODEL</b>		
<b>Project:</b>		
Health Workforce Innovation Coalition – Venture Studio		
<b>Resources:</b>		
The CEO <sup>C</sup> will leverage ARP grant funds to lead the Health Workforce Innovation Coalition. As part of that, it will draw on existing programs (e.g., Healthcare Innovation Engine and CEO <sup>C</sup> Data Hub), staff, partnerships, expertise, as well as its robust network of healthcare leaders to complete this project.		
<b>Activities:</b>		
<p>(1) Leverage the University of Louisville, Aging 2.0, and innovation ecosystem to conduct innovation searches that recruit and screen digital health entrepreneurs and innovators.</p> <p>(2) Facilitate a venture studio to launch up to two new high-tech high-growth ventures per year. Venture studios will be comprised of the following activities:</p> <ul style="list-style-type: none"> <li>• Assemble – Goals &amp; Bounds &amp; Theme(s), Sourcing of Concepts</li> <li>• Test – Prioritization and Testing Plan, Validate Business Models, Prep for Sprint Week</li> <li>• Sprint Week - Forcing function for creating new businesses, where the team seeks to compress the first six (6) months of a business into one week.</li> <li>• Clearance &amp; Liftoff – Deliberation and Decision, Following Sprint Week, the Studio will develop recommendations including an investment memo that aid decision-making and outline a plan for potential NewCo launch(es). Upon the decision at Countdown to create an investable NewCo from a Sprint Week Concept and Business Pitch, the Studio will formally create the NewCo. The Studio will identify founder(s), finalize branding, prepare formation and investment documents and prepare to form the legal entity. The Studio will provide support to portfolio companies from inception and anchors strategic support and services in the following areas: Preparation for Fundraising, Traction &amp; Talent. The Studio will provide functional support to help the company “liftoff” in the following functions in differing capacities: Design, Marketing, Finance, Accounting, Human Resources, and Legal. The purpose of this arrangement is to provide emerging companies with a competitive advantage by providing best-in-class support across fundraising, traction, and talent, as well as the coordination of services and vetted third-party providers to help set the company up for success.</li> </ul> <p>(3) Deploy paid pilot projects within CEO<sup>C</sup> Council Member Companies.</p> <p>(4) Conduct data projects that evaluate efficacy of Coalition efforts and their broader impact on quality of care across the continuum. Data projects will fall into the following initial themes (with potential for more): (1) Data collection around pilot use cases to validate findings and understand impact on workforce operational efficiency, (2) data collection to expand breadth and depth of knowledge related to healthcare workforce challenges (e.g., creating APIs with healthcare employers to collect near-time demand projections/hiring requirements to accurately signal workforce need), (3) collecting data from healthcare employees and other participant constituencies to identify career pathway interest, aptitude, etc.</p>		
Output Performance Indicators		
Output Measure	Output Target Number	Output Data Source
# of venture studio cohorts conducted	2 cohorts of the venture studio run per year for a total of 7	Documented and reported by staff in the CEO <sup>C</sup> Data Hub.

<b>CEO<sup>C</sup> KEY PERFORMANCE INDICATOR LOGIC MODEL</b>		
	new ventures launched over four years	
<p># of data projects conducted within the CEO<sup>C</sup> Data Hub aligned with the following initial themes (with potential for more):</p> <p>(1) Data collection around pilot use cases to validate findings and understand impact on workforce operational efficiency,</p> <p>(2) data collection to expand breadth and depth of knowledge related to healthcare workforce challenges (e.g., creating APIs with healthcare employers to collect near-time demand projections/hiring requirements to accurately signal workforce need),</p> <p>(3) collecting data from healthcare employees and other participant constituencies to identify career pathway interest, aptitude, etc.</p>	16	Documented and reported by staff in the CEO <sup>C</sup> Data Hub.
Outcome Performance Indicators		
Outcome Measure	Outcome Target Number	Outcome Data Source
# of health ventures launched that mitigate the healthcare workforce crisis through addressing operational inefficiencies; and, as a result, improve quality, affordability, and accessibility of healthcare for all Louisvillians.	7	Documented and reported by staff in the CEO <sup>C</sup> Data Hub
<p><b>Impact:</b> The long-term impact includes development of sustainable, ventures centered in Louisville, KY that support improving quality, affordability, and accessibility of care to all Louisvillians.</p>		

Organization: CEOc (Louisville Healthcare CEO Council)  
 Project: Healthcare Workforce Innovation Coalition - Venture Studio

Enter data into shaded cells. Others are protected.

	Total Cost of the Project	Amount of this grant agreement	Other Metro Funding	Other Agency Funding
<b>Total Budget</b>	\$11,274,980.16	\$11,274,980.16		\$ -

**CATEGORY: PERSONNEL**

Position	Grant Duties	Hourly Wage	Total hours paid during period	% of time on project	Total Cost	This Grant	Other Metro Funding	Other Agency Funding
Director, Innovation	Lead innovation and entrepreneurship programs.	\$ 57.69	3280	100.00%	\$ 189,223.20	\$ 189,223.20		\$ -
Director, Data Analytics	Lead design, implementation and reporting of Coalition Data projects	\$ 73.20	3280	100.00%	\$ 240,096.00	\$ 240,096.00		\$ -
Compliance Officer	Lead compliance efforts for the Coalition to ensuring all activities adhere to ARP regulations	\$ 52.24	3360	100.00%	\$ 175,526.40	\$ 175,526.40		\$ -
Project Manager	Leverage project management principles to oversee on-time execution and implementation of	\$ 34.00	3360	100.00%	\$ 114,240.00	\$ 114,240.00		\$ -
					\$ -	\$ -		\$ -
					\$ -	\$ -		\$ -
					\$ -	\$ -		\$ -
					\$ -	\$ -		\$ -
<b>Total Personnel</b>					\$ 719,085.60	\$ 719,085.60	\$ -	\$ -

\$ 71,908.56

**CATEGORY: FRINGE BENEFITS (inc. payroll taxes and other personnel expenses)**

Position	Expenses Detail	Total per pay period	# of pay periods	% of time on project	Total Cost	This Grant	Other Metro Funding	Other Agency Funding
Director, Innovation	Health, Medical, Dental, Vision Retirement, etc.	\$ 1,153.80	40	100%	\$ 46,152.00	\$ 46,152.00		\$ -
Director, Data Analytics	Health, Medical, Dental, Vision Retirement, etc.	\$ 1,464.00	40	100%	\$ 58,560.00	\$ 58,560.00		\$ -
Compliance Officer	Health, Medical, Dental, Vision Retirement, etc.	\$ 1,044.80	44	100%	\$ 45,971.20	\$ 45,971.20		\$ -
Project Manager	Health, Medical, Dental, Vision Retirement, etc.	\$ 680.00	40	100%	\$ 27,200.00	\$ 27,200.00		\$ -
					\$ -	\$ -		\$ -
					\$ -	\$ -		\$ -
					\$ -	\$ -		\$ -

					\$ -	\$ -		\$ -
<b>Total Fringe Benefits</b>					\$ 177,883.20	\$ 177,883.20	\$ -	\$ -

\$ 17,788.32

**CATEGORY: CONTRACTUAL**

**Contractual Labor**

Contractual Position	Grant Duties	Hourly Rate	Total hours paid during period	% of time on project	Total Cost	This Grant	Other Metro Funding	Other Agency Funding
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -

**Other Contractual Expenses**

Contractual Expense	Purpose	Total Cost	This Grant	Other Metro Funding	Other Agency Funding
Data Hub	Contracting with a technology vendor to expand upon the Data Hub infrastructure to accelerate workforce intervention analysis and data projects. Procurement will adhere to regulations outlined in 2 CFR 200	\$4,351,513.16	\$4,351,513.16		\$ -
Healthcare Workforce Innovation Venture Studio	Contracted entity to manage venture studio to run two cohorts per year and launch a minimum of two ventures per year for a total of 7 companies over 48 months. Procurement will adhere to regulations outlined in 2 CFR 200	\$4,686,500.00	\$4,686,500.00		\$ -
Marketing and Communications	Contracted entity to support marketing and communications efforts around the Venture Studio and Data Hub. Will include the development of website, marketing collateral, etc. for the purposes of raising awareness. Will secure contract	\$ 75,000.00	\$ 75,000.00		\$ -
Professional Services for Venture Studio Implementation	Funds used to cover costs related to establishing the venture studio including legal fees, licenses, etc.	\$100,000	\$ 100,000.00		\$ -
Data Analytics Support	Provide expertise and support to coalition data design and collection efforts.	\$ 140,000.00	\$ 140,000.00		\$ -
<b>Total Contractual Expenses</b>		\$9,353,013.16	\$9,353,013.16	\$ -	\$ -

\$ 935,301.32

**CATEGORY: EQUIPMENT**

**Equipment = items worth \$5,000+ each. In narrative, provide plans for disposition of equipment after grant period ends**

Description	Project Purpose	Estimated Cost per Unit	Number of Units	Total Cost	This Grant	Other Metro Funding	Other Agency Funding
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				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
<b>Total Equipment Costs</b>				\$ -	\$ -	\$ -	\$ -

**CATEGORY: SUPPLIES**

Description	Project Purpose	Total Cost	This Grant	Other Metro Funding	Other Agency Funding
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Supply Costs</b>		\$ -	\$ -	\$ -	\$ -

**CATEGORY: TRAVEL**

Travel Expense	Purpose	Total Cost	This Grant	Other Metro Funding	Other Agency Funding
Travel costs are included on the CHeWI budget			\$ -		\$ -
			\$ -		\$ -
			\$ -		
			\$ -		
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
<b>Total Travel Costs</b>		\$ -	\$ -	\$ -	\$ -

**CATEGORY: OTHER**  
Other - Facility Rent

Facility Name and Address	Project Purpose. Specify if new	Rent per month	Number of months	% usage on project (provide method in narrative)	Total Cost	This Grant	Other Metro Funding	Other Agency Funding
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -

**Other: Facility Utilities**

Facility Name and Address	Purpose, Types of Utilities	Estimated Utilities per month	Number of months	% usage on project (provide method in narrative)	Total Cost	This Grant	Other Metro Funding	Other Agency Funding
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -

**Other: Client Assistance**

Form of Assistance	Description	Projected # Participants	Projected Average \$ Amount per Participant	Total Cost	This Grant	Other Metro Funding	Other Agency Funding
				\$ -	\$ -		\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -

**Other Project Expenses**

Expense	Purpose	Total Cost	This Grant	Other Metro Funding	Other Agency Funding
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
<b>Total Other Expenses</b>		\$ -	\$ -	\$ -	\$ -

CATEGORY: INDIRECT COSTS



## **Venture Studio Workplan:**

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### **Deliverables by 12/2026:**

- (1) Complete 7 cohorts of the venture studio
- (2) Scope, validate, and launch 7 advantaged scalable healthcare ventures that improve healthcare operational efficiency and workforce
- (3) Complete 16 collaborative data projects utilizing the workforce instance of the Data Hub

## **Project Timeline and Milestones**

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### **Q1 and Q2 2023 (February – 6/20/2023): Program Setup**

- Identify third party to develop and implement the venture studio
- Execute agreements with third party for execution of studio
- Finalize financial support for affiliated investment funds
- Prioritize data projects that will fall into the following initial themes (with potential for more):
  - (1) Data collection around pilot use cases to validate findings and understand impact on workforce operational efficiency, (2) data collection to expand breadth and depth of knowledge related to healthcare workforce challenges (e.g., creating APIs with healthcare employers to collect near-time demand projections/hiring requirements to accurately signal workforce need), (3) collecting data from healthcare employees and other participant constituencies to identify career pathway interest, aptitude, etc..

### **Q3 and Q4 2023 (7/1/2023 – 12/31/2023):**

- Fully staff studio
- Execute first cohort (detail below – all cohorts will follow this template)
  - Assemble – Goals & Bounds & Theme(s), Sourcing of Concepts
  - Test – Prioritization and Testing Plan, Validate Business Models, Prep for Sprint Week
  - Sprint Week - Forcing function for creating new businesses, where the team seeks to compress the first six (6) months of a business into one week.
  - Clearance & Liftoff – Deliberation and Decision, Following Sprint Week, the Studio will develop recommendations including an investment memo that aid decision-making and outline a plan for potential NewCo launch(es). Upon the decision at Countdown to create an investable NewCo from a Sprint Week Concept and Business Pitch, the Studio will formally create the NewCo. The Studio will identify founder(s), finalize branding, prepare formation and investment documents and prepare to form the legal entity. The Studio will provide support to portfolio companies from inception and anchors strategic support and services in the following areas: Preparation for Fundraising, Traction & Talent. The Studio will provide functional support to help the company “liftoff” in the following functions in differing capacities: Design, Marketing, Finance, Accounting, Human Resources, and Legal. The purpose of this arrangement is to provide emerging companies with a competitive advantage by providing best-in-class support across fundraising, traction, and talent, as well as the coordination of services and vetted third-party providers to help set the company up for success.
- In parallel, the Studio program team will begin planning kickoff of the next studio cohort; returning to “assemble” to pursue additional opportunities to explore, launch, and scale new businesses.
- Launch venture 1



- Conduct data collection and analysis for first data project – develop findings reports
- In parallel, begin planning for next wave of data projects  
Ongoing: data collection, reporting, and monitoring

**Q1 & Q2 2024 (1/1/2024 –6/30/2024):**

- Execute Second cohort as described above
- In parallel, the Studio program team will begin planning kickoff of the next studio cohort; returning to “assemble” to pursue additional opportunities to explore, launch, and scale new businesses.
- Launch venture 2
- Conduct data collection and analysis for three data projects – develop findings reports
- Ongoing: data collection, reporting, and monitoring

**Q3 & Q4 2024 (7/1/2024 – 12/31/2024):**

- Execute Third cohort as described above
- In parallel, the Studio program team will begin planning kickoff of the next studio cohort; returning to “assemble” to pursue additional opportunities to explore, launch, and scale new businesses.
- Launch venture 3 creating 4 new jobs and raising \$500K in capital
- Conduct data collection and analysis for two data projects – develop findings reports
- Ongoing: data collection, reporting, and monitoring

**Q1 & Q2 2025 (1/1/2025 – 6/30/2025):**

- Execute Fourth cohort as described above
- In parallel, the Studio program team will begin planning kickoff of the next studio cohort; returning to “assemble” to pursue additional opportunities to explore, launch, and scale new businesses.
- Launch venture 4
- Conduct data collection and analysis for three data projects – develop findings reports
- Ongoing: data collection, reporting, and monitoring

**Q3 & Q4 2025 (7/1/2024 – 12/31/2024):**

- Execute Fifth cohort as described above
- In parallel, the Studio program team will begin planning kickoff of the next studio cohort; returning to “assemble” to pursue additional opportunities to explore, launch, and scale new businesses.
- Launch venture 5
- Conduct data collection and analysis for two data projects – develop findings reports
- Ongoing: data collection, reporting, and monitoring

**Q1 & Q2 2026 (1/1/2026 – 6/30/202):**

- Execute Sixth cohort as described above

- In parallel, the Studio program team will begin planning kickoff of the next studio cohort; returning to “assemble” to pursue additional opportunities to explore, launch, and scale new businesses.
- Launch venture 6
- Conduct data collection and analysis for three data projects – develop findings reports
- Ongoing: data collection, reporting, and monitoring

**Q3 & Q4 2026 (7/1/2026 – 12/31/2026): Project Closeout**

- Execute Seventh cohort as described above
- Launch venture 7
- Conduct data collection and analysis for two data projects – develop findings report
- Ongoing: data collection, reporting, and monitoring

**American Rescue Plan  
Louisville Metro Government  
Project Proposal Submission Form**

**Project Owner (Legal Name of Organization or Applicant):** Louisville Healthcare CEO Council, Inc.

**Project Contact:** Josh Williams

**Project Contact Job Title:** Vice President, Strategic Initiatives

**Contact Email:** [jwilliams@lhccinc.com](mailto:jwilliams@lhccinc.com)

**Contact Phone:** (502) 291-6918

**Project Name:** Healthcare Workforce Innovation Coalition – Venture Studio for Workforce and Operational Efficiency

**Tax ID/EIN ([Find your tax ID/EIN here](#)) #:** 82-3835653

**DUNS Number ([Find your DUNS number here](#)) #** 038002548

**W9 ([Fillable W9 available here](#))**  
Upload your W9 with your application.

**IRS Determination Letter ([Request a copy of your determination letter here](https://www.irs.gov/charities-non-profits/eo-operational-requirements-obtaining-copies-of-exemption-determination-letter-from-irs)):** [https://www.irs.gov/charities-non-profits/eo-operational-requirements-obtaining-copies-of-exemption-determination-letter-from-irs.](https://www.irs.gov/charities-non-profits/eo-operational-requirements-obtaining-copies-of-exemption-determination-letter-from-irs)  
Upload your IRS Determination Letter with your application.

**Metro Revenue Commission Code** (6-10 digits, NOT your Employer Identification Number. [Retrieve/obtain a Metro Revenue Commission Code here](#).)

**Metro Revenue Commission Code #** 1012732174

All applicants must be registered and in good standing with the [System for Award Management](#) (SAM) to be eligible for this funding. Is your organization registered and in good standing with SAM? If you are not registered with SAM, have you started the registration process?

We are registered and in good standing with SAM

**Please attach the following documents to your application (as applicable):**

- Board of Directors Listing
- If your organization expends \$750,000 or more in federal grant funds within a single year, please attach the organization's latest **Single Audit, including the executive letter.**
- If your organization does NOT expend \$750,000 in federal grant funds within a single year, please attach the latest **financial audit of your organization** performed by an independent audit firm below.
- If you do not have an audit to submit, please attach a **letter of explanation** as to why none is available.

**Are you requesting a continuation of current funding or a new allocation?**

New allocation of funding

**Does the organization have sufficient capacity to lead and conduct the project without hiring new permanent staff? If not, what resources will need to be hired?**

We have sufficient staff to initiate this work. We have identified a Director of Innovation to carry out the goals and objectives outlined in this proposal.

Please see attached document “Workforce Innovation Coalition Staffing Plan.” This document provides a detailed org chart of the Center for Healthcare Workforce Innovation, status updates on recruitment for key positions, plans for supporting the work from day one in the interim, and bios of staff members that will support this.

**Project Executive Summary (please specify if COVID-related. Maximum 300 words):**

As part of the Healthcare Workforce Innovation Coalition’s Proposal, the CEO<sup>C</sup> is requesting \$11,274,980.16 in ARP seed funds to launch a Venture Studio that: (1) identifies, supports, and launches innovations and small businesses that provide needed support care services to underserved populations aligned with Louisville’s Qualified Census Tracts and, (2) removes financial and access barriers for the underemployed and unemployed individuals most impacted by COVID-19.

Building off the validated Healthcare Innovation Engine and leveraging its Data Hub, the CEO<sup>C</sup> will launch a “venture studio” (Studio) with respected partners and leveraging the established CEO<sup>C</sup> healthcare innovation discovery model, will uncover opportunities, generate and validate ideas for scalable businesses, and develop and co-launch startups, using the studio playbook. The Studio will conduct structured programs with CEO<sup>C</sup> partners to discover and potentially launch new businesses (each a “Portfolio Company”) that result from such programs (each a “Sprint Program”). The studio will work with CEO<sup>C</sup> and UofL to leverage unique strengths to uncover opportunities for new businesses. The Studio, with support from the partners, will source and critically evaluate concepts for potential new business formation and seek to find investments. This is not general innovation. The innovations supported are specific to supporting access to care in underserved communities, and the small businesses and innovators who have interventions to support this.

For example, flexible work schedules are often a barrier for underserved and unemployed individuals from accessing careers in healthcare (as well as other industries). According to Pew Research, 45% of employees cited a lack of flexibility in work shift as the reason for leaving their job<sup>1</sup>. At the same time, many healthcare facilities rely on resource-intensive, manual methods of supporting workforce scheduling (clinical and nonclinical) and, as a result, are limited in their ability to support flexible schedules. This is an area ripe for innovation with efforts already underway through our Healthcare Innovation Engine to identify and launch innovations that enable flexible scheduling within healthcare facilities. As a result, this will remove barriers to those who are unemployed and underemployed from entering a career in healthcare while promoting retention of existing employees. All of this will contribute to the continuity of care for all Louisvillians during pandemic recovery.

The Studio will work with CEO<sup>C</sup> and UofL’s Office of Innovation and Commercialization to identify workforce, care model, and operational efficiency problem areas, identify or ideate solutions, participate Sprint Programs and serve as advisors to resulting startups.

**Problem Statement (include issue and population served by project. (Maximum 200 words):**

We are in a healthcare workforce crisis that is uniquely detrimental to our largest sector and is poised to only get worse, especially with an aging demographic. Healthcare jobs are expected to increase nearly 4x the amount of all other jobs in the region with an anticipated need for nearly 8,500 healthcare jobs in Greater Louisville by 2029 (i.e., more than 1 of 4 of all projected jobs in the metro service area). These positions will be critical to providing continuous healthcare to our most vulnerable populations.

Simultaneously, there aren’t enough people to fill these critical roles currently. In August of 2022, there were a total of 161,000 job openings across the Kentucky across all industries while there were only 78,292 Kentuckians unemployed throughout the Commonwealth. Put another way, if everyone in Kentucky who was unemployed in August were to get a job, there would be a gap of nearly 83,000 openings throughout the state (i.e., more than 2 open jobs per unemployed individual)

These workforce challenges were present prior to the global pandemic but the crisis has been accelerated and the impact deepened due to direct and indirect effects from COVID-19. Unlike prior economic recessions, employment within the healthcare industry experienced sharp declines on the onset of the pandemic. According to the Peterson-KFF health tracker, healthcare employment fell 8.2% nationally from April 2019 – April 2020<sup>2</sup>. And, although the healthcare industry overall has experienced recovery with jobs

<sup>1</sup> <https://www.pewresearch.org/fact-tank/2022/03/09/majority-of-workers-who-quit-a-job-in-2021-cite-low-pay-no-opportunities-for-advancement-feeling-disrespected/>

<sup>22</sup> <https://www.healthsystemtracker.org/chart-collection/what-impact-has-the-coronavirus-pandemic-had-on-healthcare-employment/#Cumulative%20percent%20change%20in%20health%20sector%20and%20non-health%20sector%20employment,%20January%201990-December%202022%20C2%A0>

returning, healthcare is still -3.9% in employment from pre-pandemic levels. This stalled recovery is especially prevalent within outpatient care centers (-8.1% employment), home health services (-5.5%), nursing care facilities (-10.5%)<sup>3</sup>.

Further, due to the proximity to the global pandemic, the healthcare industry is experiencing higher levels of turnover largely driven by (1) increased retirements due to an aging workforce and (2) ‘burnover,’ a concept of turnover driven by burnout due to increased demand of skilled care. As a result of this turnover (and other factors), vacancies within healthcare facilities are reaching critical levels across the state of Kentucky. According to the most recent Kentucky Hospital Association workforce survey report, there was a statewide hospital vacancy rate of 17.1% overall and a 22.1% vacancy rate for nursing staff statewide (RNs and LPNs)<sup>4</sup>. All of this, compounded by increased personnel costs from a COVID-fueled national wage market, has created the perfect workforce storm with swelling labor costs, decreasing productivity, missed economic opportunity, and the potential for a true healthcare crisis.

In short, demand for talent has exceeded the supply which poses a critical threat to the continuity, quality, and accessibility of healthcare to Louisvillians most impacted by COVID-19. With all of this in mind, the Venture Studio is a strategic complement to the Center for Healthcare Workforce Innovation that will augment and alleviate the workforce crisis through development and implementation of innovations/small businesses that support the delivery of care to underserved populations.

**Goal/Outcomes Statement (Maximum 150 words):**

1. To solve the healthcare workforce challenge, launch a venture studio completing up to 7 sprint programs
2. From those sprint programs, launch and/or support up to 7 healthcare workforce innovation or healthcare operational efficiency companies.
3. Complete 16 collaborative data projects utilizing the workforce instance of the Data Hub.

**Please briefly explain what actions/steps your project proposes to address the above-stated problem (Maximum 150 words):**

**Grant Setup**

- a. Hire program staff
- b. Establish grant administration infrastructure (i.e., reporting and grant billing)
- c. Articulate and execute agreements with contracted entities.

**Phase 1: Assemble**

Goals & Bounds, Theme(s) and Opportunities:

- Initial theme exploration
- Scope definition
- Theme documentation
- Opportunity documentation
- Jobs to be done documentation

Sourcing of Concepts:

- Align on bounds, objectives, and initial ideas
- Prioritize opportunities for exploration

**Phase 2: Test**

Prioritization and Testing Plan:

- Prioritization criteria
- Studio-facilitated ideation workshop
- Idea and Solution documentation
- Refined program plan/timeline for Test phase
- Refined one-pager summary of each Concept

Validate Business Models:

- Draft business model canvas for each Concept
- Customer value propositions
- Initial delivery & economic exercises

**Phase 3: Sprint Week**

For each Concept, a Business Pitch deck that includes at a minimum the following:

- Business model description (value proposition, resources and processes, and profit formula)
- Visual identity, including naming and branding

<sup>4</sup> 2022. KHA Workforce Survey Report: The Status of Kentucky’s Hospital Workforce

- High-fidelity wireframes and demo narrative
- Positioning and go-to-market strategy
- Investment rationale

#### **Phase 4: Clearance**

Recommendations and supporting materials for leadership  
Final decisions

#### **Phase 5: Countdown, Liftoff and Accelerate**

Final decisions made

#### **Phase 6: Liftoff**

Form and Fund:

- Potential for investment and first customer(s)
- Communication plans

#### **Phase 7: Accelerate**

Fundraising and network guidance  
Scaling advisory

#### **How soon after signing a grant agreement can your project begin serving target populations and addressing the problem(s) described above? What is the anticipated duration of this project?**

The Coalition has been collaborating initiatives outlined in this proposal for over a year. Further, the CEO<sup>C</sup> has a convened Innovation Committee, a coalition of C-suite executives from all 15 council companies working together to address operational efficiency and workforce challenges through innovation. Because of this, the CEO<sup>C</sup>, and its Coalition partners, are equipped to begin immediately implementing and advancing key objectives of this proposal.

#### **Does this project directly support COVID-19 pandemic related recovery? If yes, please explain.**

Yes, this project directly supports COVID-19 pandemic related recovery by providing assistance to small businesses and innovators that support care services to underserved populations while removing financial and access barriers for the under and unemployed. This directly ties to providing service to populations deeply impacted by the pandemic from receiving care and also those impacted negatively in pursuing family wage sustaining careers.

#### **Evidence Basis for the Project**

**The US Treasury department encourages the use of SLFRF funds for evidence-based interventions:**

**(<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf#page=26>)**

**Please describe the evidence base for the interventions proposed by this project. (Maximum 200 words). Include links if possible.**

In 2021, Brookings and Louisville Metro Government (LMG) created a strategic roadmap, "[How Louisville Can Become a Stronger and More Equitable Hub for AI and Data Economy Jobs.](#)" The report pointed to three strategies for the region to pursue: 1) broaden and diversify the data and AI talent pipeline; 2) support AI adoption and adaptation in Louisville's businesses; and 3) develop and market Louisville's AI niche in the region. These findings served as a blueprint for systems-level thinking among coalition partners resulting in the development of the three strategic priorities outlined in this proposal.

As part of this proposal, we will also contract a third-party program evaluator who will, leveraging an implementation science framework, study the efficacy of workforce programs created by the Center for Healthcare Workforce Innovation and offering recommendations for real-time, continuous improvement. In other words, as we develop and implement training programs outlined in this proposal, it is of vital importance to actively understand what is working, what isn't, and why so that we can make data-driven modifications that maximize the value of ARP funds in creating the highest quality program. Following the awarding of grant funds, we will work to develop the specific program evaluation framework that will be used to develop evidence for this project.

#### **How will this project define and measure success?**

Success for the Venture Studio means augmenting and enhancing the healthcare workforce through innovation that (1) allows for accessible, quality, continuous care to Louisvillians most impacted by COVID-19 and (2) removes financial and access barriers to Louisville's unemployed and underemployed populations.

This proposal lays out specific KPIs that track and measure this success including the number of sprint programs completed, the number of ventures developed, and the number of data projects completed that validate the efficacy of these and the workforce efforts described within the CHeWI.

**Amount of Funding Requested:**

\$ 11,274,980.16

(as part of the \$40 million Coalition Proposal)

**Based on your current cash flow, how you will handle the reimbursement of funds, which initially may take up to 4 months for funds to be reimbursed? Once you get the first reimbursement the funds should be available on a monthly schedule, based on the submission of sufficient documentation:**

The CEO<sup>C</sup> Board of Directors is guaranteeing cash flow to cover costs for implementation of this program. This will ensure that the CEO<sup>C</sup> and its coalition partners have funds and cash flow needed to execute on the activities outlined in this proposal during the initial period in which reimbursement may be delayed.