

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT (the “Amendment”), dated as of December 30, 2022, (the “Effective Date”), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A (the “GOVERNMENT”), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services, and **LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT** (“SUBRECIPIENT”) whose address is 650 Newtown Pike, Lexington, Kentucky 40508, (collectively known as the “Parties”).

RECITALS

WHEREAS, the GOVERNMENT was awarded federal funds from the First Responders and Community Partners Overdose Prevention Project grant (CFDA 92.243) by the Department for Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention Office (Grant Number: 1H79SP08309-01); and

WHEREAS, the Parties entered into an Agreement on December 1, 2021 (the “Original Agreement”), for SUBRECIPIENT to provide the services as described in the grant application; and

WHEREAS, the Parties executed a subsequent Extension of Agreement on September 30, 2022, to extend the term of the Original Agreement to December 30, 2022, after receiving a one-time, no-cost extension of time to ensure completion of the originally approved project (Award Number: 6H79SP080309-04M001) according to the Notice of Award attached hereto as “Exhibit A” and incorporated herein as if fully stated; and

WHEREAS, the total amount to be paid by the GOVERNMENT with federal funds under the Original Agreement was not to exceed \$261,000.00, but the amount of actual services provided by SUBRECIPIENT under the Original Agreement will exceed that amount; and

WHEREAS, the Parties desire to amend the Original Agreement to increase the amount of federal funds available and the not to exceed amount by \$163,590.00 in order for the GOVERNMENT to properly compensate SUBRECIPIENT for its services from the federal funds still available under the above-referenced grant and no-cost extension, as reflected in the SAMHSA Detailed Budget and Narrative Justification attached hereto as “Exhibit B” and incorporated herein as if fully stated; and

WHEREAS, the Parties hereby agree to amend the above-referenced amounts for the use of federal funds and the total payment amount in accordance with the terms and conditions of the Original Agreement and the Extension of Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Original Agreement as follows:

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Extension.
2. Use of Federal Funds. The Parties agree to modify Section III of the Original Agreement to increase the amount of federal funds available under the grant by \$163,590.00 as follows:

“Federal funds from the federally funded First Responders and Community Partners Overdose Prevention Project in the amount of \$424,590.00 is available to support the herein described activities in accordance with the approved budget over the grant period.”

3. Payment. The Parties agree to modify Section IV of the Original Agreement to increase the not to exceed payment amount by \$163,590.00 as follows:

“It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$424,590.00 throughout the duration of year one of the grant. The SUBRECIPIENT shall invoice the GOVERNMENT quarterly for reimbursement of expenditures incurred through the purchase of naloxone. Reimbursement will be limited to costs incurred for the purchase of naloxone only. SUBRECIPIENT’S invoice must be for the expenses in the approved budget. SUBRECIPIENT’S invoice must include copies of receipts for naloxone purchases.”

4. Effect. All other provisions of the Original Agreement and the Extension of Agreement, which are attached hereto as “Exhibit C” and “Exhibit D”, respectfully, and incorporated herein as if fully stated, not inconsistent with the provisions of this Amendment shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

By: Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

**LEXINGTON-FAYETTE COUNTY
HEALTH DEPARTMENT**

By: [NAME, TITLE]

By: [NAME, TITLE]

LIST OF EXHIBITS TO BE ATTACHED TO THIS AMENDMENT

EXHIBIT A

Copy of Notice of Award
(Award Number 6H79SP080309-04M001)

EXHIBIT B

Copy of SAMHSA Detailed Budget and Narrative Justification

EXHIBIT C

Copy of Original Agreement

EXHIBIT D

Copy of Extension of Agreement