

AGREEMENT

THIS AGREEMENT, made and entered into on this 12th day of December 2022, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT** whose address is 650 Newtown Pike, Lexington, Kentucky 40508, (hereinafter referred to as "SUBRECIPIENT").

RECITALS

WHEREAS, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) awarded the GOVERNMENT grant funding over a period of four (4) years under the First Responders – Comprehensive Addiction and Recovery Support Service Grant (FR-CARA) (Award No. 1H79TI084804-01) in support of its Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPPOP); and

WHEREAS, the approved grant application provides for the SUBRECIPIENT to provide services as described in the grant application; and

WHEREAS, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which SUBRECIPIENT shall provide the required services.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Activities

SUBRECIPIENT agrees to serve on the multi-disciplinary Advisory Council established by the Lexington-Fayette Urban County Government Department of Social Services, to coordinate with the GOVERNMENT to provide training on the administration of naloxone and the signs and symptoms of overdose and to distribute naloxone to

first responders, community members and to individuals who utilize the needle exchange program and to participate in all aspects of the program as provided by the approved grant program narrative, which is attached hereto as Exhibit "A" and incorporated herein by reference as if fully stated. The SUBRECIPIENT agrees to complete the scope of work in Exhibit "A" (the "Services"). The Services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state and federal laws and regulations.

SUBRECIPIENT'S specific responsibilities include providing naloxone to first responders, participants of the needle exchange program and community groups, providing data on naloxone distribution to GOVERNMENT and to the evaluator of the grant. SUBRECIPIENT also agrees to participate in monthly program implementation meetings.

B. Reporting

SUBRECIPIENT shall be responsible for submission of progress reports to GOVERNMENT. Reports shall provide information on project activities, including the number of naloxone kits distributed during the needle exchange program, the number of community classes held during the quarter and the number of naloxone kits distributed during community classes. The information must be valid and auditable. The progress reports shall be submitted to the Department of Social Services, Lexington-Fayette Urban County Government in accordance with the following schedule:

Period	Due
October 2022-December 2022	January 15, 2023
January 2023-March 2023	April 15, 2023
April 2023-June 2023	July 15, 2022
July 2023-September 2023	October 15, 2023

In addition, SUBRECIPIENT agrees to cooperate with evaluation and data collection activities by SAMHSA and local grant evaluator. The SUBRECIPIENT shall submit all information requested by SAMHSA and local grant evaluator to the Department of Social Services, Lexington-Fayette Urban County Government.

SUBRECIPIENT agrees to submit a final programmatic report providing a summary of progress toward achieving the goals and objectives of the award, significant results, and total number of naloxone recipients. Final report in a form to be determined shall be submitted to the Department of Social Services, Lexington-Fayette Urban County Government no later than November 15, 2023.

C. Performance Monitoring

GOVERNMENT may monitor the performance of the SUBRECIPIENT under the terms of the Agreement. Substandard performance as determined by the GOVERNMENT shall constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GOVERNMENT, Agreement suspension or termination procedures will be initiated.

D. Evaluation

SUBRECIPIENT agrees to participate in Evaluation Component of the project as described in the approved grant application.

II. TIME OF PERFORMANCE

The term of this Agreement shall be October 1, 2022, through September 30, 2023.

III. USE OF FEDERAL FUNDS

Federal funds from the federally funded Expanded First Responders and Community Partners Overdose Prevention Project in the amount of \$237,500.00 is available to support the herein described activities in accordance with the approved budget over the grant period.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$237,500.00 throughout the duration of year one of the grant. 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.

V. NOTICES

All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

SUBRECIPIENT shall expend and account for all federal funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Documentation and Record-Keeping

1. Records to be Maintained

SUBRECIPIENT shall maintain all records required by the federal regulations specified in 2 CFR part 200, and the Terms and Conditions of the Grant Award. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities and the clients being served; and
- c. Financial records.

2. Retention

In accordance with regulations, SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Data

SUBRECIPIENT shall maintain data regarding the number of units of naloxone distributed to the Fayette County first responders, the community at-large and to individuals who receive naloxone at the needle exchange program. All identifying information shall be considered protected health information and fall under the purview of the Health Insurance Portability and Accountability Act of 1996

(HIPAA). Non-identifying information shall be made available to government monitors or their designees for review upon request.

4. Disclosure

SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT'S responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

SUBRECIPIENT'S obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records).

6. Audits and Inspections

SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency

deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200.

SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

C. Procurement

SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR §200.318 - §200.326.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR chapter 60).

SUBRECIPIENT agrees that no person shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded under this agreement.

2. Nondiscrimination

SUBRECIPIENT agrees to comply with Title VII of the Civil Rights Act of 1964 as amended. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, advertising, layoff,

termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. The GOVERNMENT shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT'S specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

2. W/MBE

SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. EEO/AA Statement

SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

4. Subcontract Provisions

SUBRECIPIENT will include the provisions of Paragraphs VII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors. SUBRECIPIENT shall also obtain written certification from all its subcontractors that they are in compliance with Executive Order 12549 on Debarment and Suspension.

VIII. GENERAL CONDITIONS

- A. SUBRECIPIENT agrees to comply with the requirements of all applicable federal, state, and local laws, regulations, and policies governing the operation of herein described grant-supported services. SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this agreement by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the agreement commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this agreement;

For the purposes of this Indemnity Provision:

1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.
2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

C. SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

D. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

E. This Agreement, in accordance with 28 CFR 66.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 28 CFR 66.44 upon written notice by the GOVERNMENT.

F. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

G. Prohibited Activity

SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

H. Drug Free Workplace

SUBRECIPIENT shall administer a policy designed to ensure that it is free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

I. Assignability

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT

thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

J. Subcontracts

1. Approvals

SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement.

2. Monitoring

SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process

SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

K. Compliance with Laws and Regulations

SUBRECIPIENT agrees that contractors engaged under contracts for renovation work financed in whole or in part with assistance provided under this contract, shall comply with the regulation of the Department of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable federal, state, and local laws and regulations pertaining to

labor standards insofar as these acts apply to the performance of this contract.

L. Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

M. Conflict of Interest

SUBRECIPIENT agrees to abide by the provisions of 45 CFR 74.42 with respect to conflicts of interest, and covenants that it will maintain written standards of conduct governing the performance of its employees engaged in the administration of this Agreement.

N. Lobbying

SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements)

and that all subcontractors shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

O. Copyright

If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

P. Religious Organization

SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with federal regulations.

Q. Suspension and Debarment

SUBRECIPIENT certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;

violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- b. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- c. Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

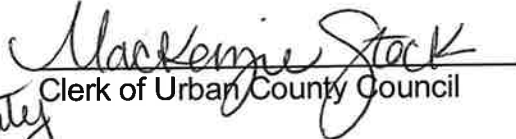
IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT



Linda Gorton, Mayor

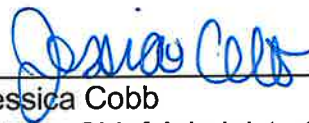
ATTEST:



Clerk of Urban County Council

Deputy

LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT



Jessica Cobb
Interim Chief Administrative Officer



Cara Kay
Chief Financial Officer



Jill Keys
Clinical Services Officer

EXHIBIT A

Approved Grant Program Narrative

Exhibit A- EFRCPPOP Proposed Implementation Approach

B1-With the overall goal of reducing the number of overdose fatalities in Lexington, the EFRCPPOP, with its partners at the Lexington-Fayette County Health Department Harm Reduction Services Program, the University of Kentucky Center on Drug and Alcohol Research and key community partners and stakeholders throughout city propose to:

Provide naloxone to participants at the Syringe Service Program located at the Lexington-Fayette County Health Department. Evaluation data of the current FR-CARA grant that reflect that 49% of individuals who receive naloxone and overdose prevention training as well as training on the dangers of fentanyl and its analogs at the Syringe Service Program (SSP) and in the various trainings in the community are receiving training for the first time. Based on that data, it is anticipated that approximately 1,225 unduplicated individuals at the SSP will receive naloxone and overdose prevention education, including education on the dangers of fentanyl annually. Because current FR-CARA reflects that 51% of individuals receiving training and naloxone are receiving a refill, it is anticipated that 2,500 naloxone kits will be distributed at the SSP. Established policies for referral to appropriate treatment will be followed.

Provide 500 unduplicated individuals in various community trainings will receive naloxone and overdose prevention training as well training on the dangers of fentanyl and its analogs, as well as other illicit drugs annually. It is anticipated that 500 additional individuals in the community will receive a naloxone refill bringing the total of projected naloxone distributions in the community to 1,000. Established policies for referral to appropriate treatment will be followed.

Provide naloxone to individuals who survived an overdose with the aid of Division of Fire and Emergency Medical Services (911). The Community Paramedicine, a division within the DFEMS, will attempt to locate and contact the overdose survivor, provide him or her with naloxone and education on how to prevent overdose and on the dangers of fentanyl and its analogs currently so prevalent in the local drug supply. Established policies for referral to appropriate treatment will be followed.

Provide naloxone and overdose prevention education as well as education on the dangers of fentanyl and its analogs to officers joining the Lexington Police Department as well as refills for officers that administered naloxone or those who need to replace an expired naloxone kit.

Number of **Unduplicated** Individuals to be Trained with Grant Funds

Year 1	Year 2	Year 3	Year 4	Total
SSP-1,250	SSP-1,250	SSP-1,250	SSP-1,250	SSP-5,000
LPD-150	LPD-150	LPD-150	LPD-150	LPD-600
LBP-400	LBP-400	LBP-400	LBP-400	LBP-1,600
Community-500	Community-500	Community-500	Community-500	Community-2,000
Total: 2,800	Total: 2,800	Total: 2,800	Total: 2,800	Total: 9,200

SSP-Syringe Service Program, LPD-Lexington Police Department, LBP-Leave Behind Program

- Continue to facilitate quarterly meetings of the Mayor’s Substance Use Disorder Advisory Council (MSUDAC) to ensure that FR-CARA requirements will be met.

- Continue to implement trauma-informed care practices in all components of the EFRCPPOP, including additional training of individuals working with the various programs that make up the EFRCPPOP

B-2- LFUCG will build on the successes of the current FR-CARA grant to continue to connect, remove barriers, and provide access to lifesaving harm reductions services as well as linkages to various SUD treatment and others services to some of the most vulnerable individuals in Lexington. LFUCG and its partners at the Lexington-Fayette County Health Department will continue Naloxone Distribution and Overdose Prevention Training Program at the Syringe Service Program (SSP) and to individuals and entities throughout the community that may witness or suspect someone is experiencing an overdose. Because fentanyl and its various analogs have been a deadly component of illicit drug use in Lexington for a number of years, training on the dangers of it are currently included in the Overdose Prevention Training and Naloxone Distribution Program provided to SSP participants and the community at large.

As of 01/01/2022, the current FR-CARA grant had provided 10,329 naloxone kits to vulnerable individuals in Lexington and to individuals and entities that want to be prepared in the event they witness or suspect someone is experiencing an overdose since 03/2019. If this proposal receives funding, LFUCG will continue to partner with the LFCHD Harm Reduction Services Program to provide overdose prevention training and naloxone to SSP participants and community members. Because much of the local drug supply contains fentanyl or one of its analogs, the overdose prevention training contains a component on the dangers of it. As previously stated, funding for this lifesaving program is scheduled to conclude in 09/2022. Of the current \$2,000,000 FR-CARA budget, more than \$1,100,000 was used to purchase naloxone for individuals at increased risk of opioid overdose. If this proposal receives funding, \$1,260,000 will be used to purchase naloxone for the various initiatives detailed in this proposal.

In an effort to reach an even greater number of individuals at risk of experiencing a fatal overdose, the scope of the current grant activities will be expanded to include two additional programs that will assist in the effort to reduce overdose fatalities in Lexington by providing naloxone to those at greater risk of overdose and to officers joining the Lexington Police Department (LPD). These programs will join the naloxone distribution and overdose prevention training program provided at the SSP and to programs and individuals in the community that may suspect or witness a potential opioid overdose.

The first program that will be added to FR-CARA activities in Lexington is the Leave Behind Program (LBP), implemented by the Community Paramedicine Program (CPP), is a component of the Lexington Division of Fire and Emergency Medical Services. CPP consists of three firefighters/paramedics, two certified social workers, and one out-of-uniform police officer. This program follows-up with survivors of overdose and individuals around them to provide overdose prevention training and naloxone. This training also includes information on the toxicity of illicit fentanyl and its analogs and its presence in a large portion of the illicit drug supply in Lexington. Like the training offered at the SSP, individuals are provided with information on substance use intervention services, including harm reduction services. Currently, this vital

program is not guaranteed funding after 06/2022. If this proposal is funded, the Leave Behind Program will provide approximately 400 naloxone kits to overdose survivors annually.

The LBP will increase the number of vulnerable individuals who receive an SUD related service and have increased risk of overdose because it is a mobile unit that literally meets the survivor where they are. Some of the individuals who receive services from the LBP do not go to the SSP at the health department or to other SUD related service providers for a variety of reasons. This program increases access to naloxone and overdose training to some of the most vulnerable individuals in Lexington. In addition to working with the individual who survived the overdose, the team also works with people around the survivor. It is well documented that addiction affects the loved ones of the person with a SUD. When appropriate to do so, the team gently meets with others at the location and provides them with information on local resources available to them. On occasion, the team does not connect with the overdose survivor, but they connect with their loved ones or friends. Contact information for the CPP team is provided in addition to a resource guide for survivor and his or her loved ones.

It is not uncommon for the team to meet with the survivor a number of times before the he or she is willing to consider treatment options. Individuals who come in contact with the LBP have typically experienced a number of traumatic experiences in their lives. The overdose of themselves or a loved one is typically the most recent of many traumatic experiences they have had throughout their lives. The CPP team is aware that inadvertently re-traumatizing the overdose survivor or those around him or her can be detrimental to building trust with the with the individual(s) and may impact whether or not they seek treatment or recovery services in the future (Source: *SAMHSA's Concept of Trauma and Guidance for a Trauma-Informed Approach*, HHS Publication No. (SMA) 14-4884).

The second new component of that will be added to current FR-CARA programming in Lexington if this proposal is funded is providing overdose prevention education and naloxone to officers joining the Lexington Police Department. This training will be provided by experienced trainers from the Lexington Fire Department. This training includes information on the dangers of fentanyl, carfentanyl and its analogs. The LPD first issued a General Order regarding naloxone in 09/2016. Per the order it is the policy of the Lexington Police Department to recognize the substance abuse issues within the community and to attempt to decrease injury or death resulting from opiate overdose by rendering assistance, including the administration of naloxone, to reverse the effects of an apparent opiate overdose (Source: Lexington Police Department, General Order 2016-01). Since LPD officers began carrying naloxone, funding for the medication has come from various donations and sources, but it has lacked a steady funding source. The need for consistent funding for this program is critical at a time when overdose fatalities in Lexington have drastically increased and dozens of new officers will likely join the force within the next several years to replace those who are retiring. LPD officers are called to overdose calls regularly and are on the frontlines of this battle. Many LPD officers have administered naloxone to individuals experiencing an overdose. If funded, FR-CARA will provide up to 150 naloxone kits annually to new officers as well as replace kits administered by LPD officers.

While each of the programs proposed for funding as a component of the EFRCPOPP proposal provide naloxone, overdose prevention education and as well as information on the dangers of counterfeit pills containing fentanyl and others forms of fentanyl and its analogs, each of the trainings is tailored to meet the needs of its specific audience and the environment in which the training is offered. For example, training new police officers in a classroom setting is very different than providing overdose prevention education to a person that just survived an overdose and their loved ones in their home.

In addition to the Leave Behind Program and providing overdose prevention education and naloxone to new Lexington Police Department, FR-CARA activities in Lexington would continue to include overdose prevention training and naloxone distribution at the during the Syringe Service Program and in the community to individuals and organizations that may witness or suspect an overdose.

Each participant of the SSP is offered no-cost naloxone by program staff each time they visit the program. If they have never received naloxone from the SSP before, they receive comprehensive training on overdose prevention, including information on the dangers of fentanyl and its prevalence in the local drug supply. The training is provided by a nurse with expertise in harm reduction. Feedback provided by individuals attending the training is a key component of it. Program participants have an intimate understanding of the local illicit drug landscape and often share information that can help influence program direction. If the participant wants a naloxone refill, he or she does not have to receive the training again. He or she is asked questions regarding what happened with their previous naloxone kit (if it was used, lost, stolen, etc.). Information collected from the surveys can also help guide how the program provides services for individuals who use drugs.

Each program participant is asked if they are interested in talking with someone about substance use disorder treatment in a way that is hopefully received with no judgement or expectation. The goal is for participants to know that a person if there if and when they are ever ready to have that conversation. The Overdose Prevention Coordinator is also a certified Peer Support Specialist and individuals with expertise in harm reduction and SUD treatment are available during the SSP. The treatment navigators are located in a room where participants can get snacks, toiletries or clothing and they are very intentional about not pushing treatment on a participant, but letting them know why they are at the SSP and again stressing that there is no expectation that they begin treatment services, but if they choose to do so, they do not have to navigate the sometimes overwhelming treatment network.

If a participant wants to discuss SUD treatment, he or she meets privately with a treatment navigator to begin the discussion. Participants who choose to do so complete consent forms. Participants are encouraged to speak directly with potential treatment providers to complete the initial screening. If the participant agrees, the goal would most likely be a warm handoff to the treatment provider. While the participant is encouraged to talk directly with the treatment provider himself or herself, there might be a situation where the treatment navigator talks with a treatment provider. If so, it is necessary for the participant to give complete a Release of

Information that allows the navigator to speak with the provider. Every attempt is made to resolve barriers to the participant following through with their plan to go to treatment.

Naloxone distribution and overdose prevention education will continue in the community, as well. The Overdose Prevention Coordinator, (OPC) a full-time position on this project, coordinates with programs and entities across the community to provide trainings outside of the SSP. These trainings occur on regular basis at recovery residences/Oxford Houses, treatment and recovery programs, hotels, hospitals, faith-based organizations and other entities. In year three of the current FR-CARA grant, more than 100 community trainings occurred. Community trainings are heavily concentrated at programs and locations where individuals have recently stopped using drugs and are at increased risk for overdose if a return to use occurred. The OPC also serves as a treatment navigator for individuals seeking services. Policies and procedures regarding service referrals were established during the current FR-CARA grant. Copies of consents and releases are located in the attachment section. All participant data is maintained in a locked cabinet in a locked, private office.

EFRCPOPP program staff, SSP staff and Community Paramedicine staff are aware that individuals who are receiving FR-CARA services have likely experienced a great deal of loss and trauma throughout their lives. Trauma and substance use disorder often-go hand-in-hand. Because of this, FR-CARA programs must utilize a trauma informed approach when working with program participants. SAMHSA identifies six key principles to a providing a trauma-informed approach to services (Safety, Trustworthiness, Peer Support, Collaboration, Empowerment and Awareness of Cultural, Historical and Gender Issues) (Source: *SAMHSA's Concept of Trauma and Guidance for a Trauma-Informed Approach*, HHS Publication No. (SMA) 14-4884). While interactions with some individuals will be brief, all staff must approach each interactions with these principals guiding their interactions. Staff will receive training on the importance of providing services in a trauma-informed manner.

Advisory Committee. When LFUCG was originally awarded FR-CARA funding in October 2018, a Grant Advisory Council (GAC) was created to guide and advise grant activities and to ensure grant goals and objectives were being met. Because the GAC is composed of key community stakeholders and due to the success of the current FR-CARA project, in 2020, the GAC became the Mayor's Substance Use Disorder Advisory Council (MSUDAC) and in doing transitioned to a permanent advisory council. In addition to Mayor Linda Gorton, the MSUDAC is made up of representatives from the Lexington Police Department, the Fayette County Commonwealth Attorney's Office, the U.S. Attorney's Office, the Veterans' Administration, University of Kentucky Center on Drug and Alcohol Research, various treatment and recovery programs, individuals in recovery, LGBTQ+ individuals in recovery, faith leaders, African Americans in recovery, the LFCHD Harm Reduction Services Program, the Fayette County Detention Center, the Community Paramedicine Program, representatives from each of the local hospitals and individuals who lost a loved one to substance use disorder. The MSUDAC will continue to meet at least quarterly with committees within the council meeting more often, when necessary. The current FR-CARA Project Director, Amy Baker and a member of Mayor Gorton's Office, staffs the MSUDAC.

Lexington Police Department
PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
Task Force Group (Lexington)

This agreement is made this 1st day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Lexington Fayette Urban County Government on behalf of the Division of Police ORI# KY0340200 (hereinafter "LPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Lexington, Kentucky Metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Commonwealth of Kentucky, the parties hereto agree to the following:

- 1 The Task Force Group (Lexington) will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Commonwealth of Kentucky area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of.
- 2 To accomplish the objectives of the Task Force Group (Lexington), the LPD agrees to detail one (1) experienced officer to the Task Force Group (Lexington) for a period of not less than four years. During this period of assignment, the LPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
- 3 The parent agency officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4 The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the Task Force Group (Lexington), DEA will assign three (3) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers-. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
- 6 During the period of assignment to the Task Force Group (Lexington), the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the

officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

- 7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.
- 12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the

program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.


13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

J. Todd Scott
Special Agent in Charge

Date

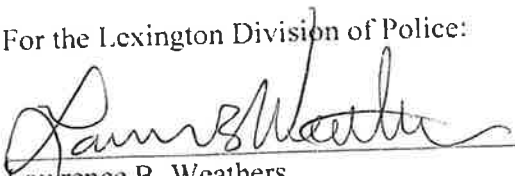
For the Lexington-Fayette Urban County Government:



Linda Gorton
Mayor

12/12/2022
Date

For the Lexington Division of Police:



Lawrence B. Weathers
Chief of Police

11/14/2022
Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Lexington Resident Office
997 Governors Lane, Suite 350
Lexington, Kentucky 40513 (859)977-6100

Check if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check if the State has elected to complete OJP Form 406177.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Lexington Police Department
150 E. Main Street
Lexington, Kentucky 40507

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Task Force Group (Lexington)

TIN# 61-085-8140

4. Typed Name and Title of Authorized Representative

Linda Gorton

12/12/2008

5. Signature

6. Date

Linda Gorton, Mayor