
AGREEMENT

THIS AGREEMENT, entered into this ____ day of December 2018, by and between **UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION**, a Kentucky non-profit corporation (hereinafter "UKRF"), 109 Kinkead Hall, Lexington, Kentucky 40506-0057 and **LXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter called the "LFUCG"), whose address is 200 East Main Street, Lexington, Kentucky 40507.

RECITALS

WHEREAS, LFUCG, through its Department of Social Services (hereinafter called the "Department") applied for and was awarded 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 (Grant Number: 1H79SP08309-01),

WHEREAS, a prerequisite of the grant, LFUCG is required to ensure that the evaluation processes described in the program narrative ("Exhibit A") are successfully accomplished.

WHEREAS, because of the uniqueness of the evaluation and previous similar work experience, the Department has selected UKRF to complete the evaluation based on the experience and knowledge possessed by the personnel and staff, which is needed to complete the evaluation;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, LFUCG and UKRF agree as follows:

1. The above recitals are incorporated herein by reference, as if fully stated.

2. SCOPE OF WORK

LFUCG agrees to engage UKRF to perform the following services, outlined and more specifically described in Exhibit A, which are attached hereto and incorporated herein by reference:

- (a) Provide an evaluation approach that is conceptualized as a mixed methods process evaluation and outcome study incorporating a pre/posttest design with Government Performance and Results Acts baseline data on the training curriculum, at the end of the training event, and 30-day follow-up to the training.
- (b) Collect baseline and follow-up data using the GPRA Performance Measures.
- (c) Conduct a process evaluation focuses on assessing the development and implementation of the proposed first responder training curriculum using semi-structured open-ended interviews.
- (d) Attend and provide evaluation updates during Continuous Quality Improvement meetings to measure and address issues related to implementation and on-going challenges.

(e) Submit semi-annual reports that include both process and local level outcome evaluation data.

3. COMPENSATION AND TERM

(a) LFUCG agrees to retain UKRF from December 6, 2018 through September 30, 2019 with a final report to be provided within 60 days of the contract end date.

(b) LFUCG shall compensate UKRF for the proposed services in an amount which shall not exceed **Ninety three thousand nine hundred seventy six and 00/100 dollars (\$93,976.00)** as outlined in the grant budget (Exhibit "B"), which is attached hereto and incorporated herein by reference.

(c) **Method of Payment**

Upon execution of this Agreement, UKRF will submit quarterly invoices for services provided.

4. The terms and conditions of this Agreement may be extended or amended at any time by mutual agreement of the parties in writing. Any alterations or modifications in the nature of the services or duties must be in writing and shall be in compliance with the Notices section of this Agreement.

5. The parties agree that each shall remain, independent contractors with respect to all services performed under this Agreement. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between LFUCG and UKRF, or as constituting

either party as the agent, servant, representative, or employee of the other for any purpose of in any manner whatsoever. Furthermore, UKRF represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the LFUCG. All of the personnel engaged in the work shall be fully qualified to perform such services.

6. UKRF shall not contract any portion of the scope of work to a Third Party unless consent is given by LFUCG. LFUCG is not obligated or liable hereunder to any Third Party who completes any work specific to this Agreement.
7. To the extent permitted by law, the parties agrees to defend, indemnify, and hold the each other, its officers, agents, and employees harmless 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. This indemnity agreement shall in no way be limited by any financial responsibility and shall survive the termination of this Agreement.
8. UKRF shall, at such time, and in such form as LFUCG may require, furnish such periodic reports concerning the status of the project as may be requested by LFUCG. UKRF shall furnish LFUCG, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the assessment.

9. UKRF shall maintain full and accurate records with respect to all matters covered under this Agreement. LFUCG shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all assessment data, documents, and/or activities.

10. This Agreement contains the entire Agreement between the parties, and no statement, promises, or inducements by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified, or altered except in compliance with the Modification section of this Agreement.

11. Notice.

All notices allowed or required to be given hereunder must be in writing dispatched by United States mail, or hand-delivered to the parties at the following:

For LFUCG:
Lexington-Fayette Urban County Government
200 East Main Street, 3rd floor
Lexington, Kentucky 40507
ATTN: Commissioner Chris Ford

For UKRF:
University of Kentucky Research Foundation
109 Kinkead Hall
Lexington, Kentucky 40506-0057
ATTN: Patrick J. Elzinga

IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

Jim Gray, Mayor

Date

UKRF

Kim C. Carter, Associate Director
University of Kentucky Research Foundation

Date