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**AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_ day of October 2021, by and between **UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION** (hereinafter "UKRF"), 109 Kinkead Hall, Lexington, Kentucky 40506-0057 and **LEXINGTON-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**, by being 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), LFUCG must ensure that the evaluation processes described in the program narrative ("Exhibit A") are successfully accomplished.

**WHEREAS**, 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;

**WHEREAS**, because of the uniqueness of the evaluation, UKRF has been selected as a sole source provider;

**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 October \_\_\_\_, 2021 through September 30, 2022 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 **One Hundred Two Thousand One Hundred Nine Dollars and 00/100** (\$102,109.00) 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 furnish periodic reports concerning the status of the project as may be requested by LFUCG in addition to a mid-year report by April 15, 2022 and a year-end report by November 30, 2022. Additionally, UKRF shall provide an evaluation summary that includes all four years of grant activities by December 31, 2022. 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 items 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, 3<sup>rd</sup> floor  
Lexington, Kentucky 40507  
ATTN: Commissioner Chris Ford

For UKRF:  
University of Kentucky Research Foundation  
109 Kinkead Hall  
Lexington, Kentucky 40506-0057  
ATTN: Veronica Taylor

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

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

  
*Linda Gorton*  
Linda Gorton, Mayor  
*Linda Gorton*

12/16/2021  
Date

**UKRF**

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

11/23/2021  
Date