

MEMORANDUM OF AGREEMENT
UNIVERSITY OF KENTUCKY

THIS AGREEMENT, made and entered into this _____ day of _____ 20____

By and between University of Kentucky, College of Social Work and Martin School of Public Policy & Administration
(Name of Agency)

619 Patterson Office Tower, Lexington, KY 40506-0027
(Address) (Zip Code)

hereinafter referred to as the First Party, and the

Lexington-Fayette Urban County Government, Department of Social Services, 200 E. Main St, Rm 328,
Lexington, KY 40507
(Name of Company) (Address)

herein after referred to as the Second Party:

WHEREAS, the Second Party, in the exercise of its lawful duties, wishes to obtain certain services, as described below:

The University of Kentucky College of Social Work (COSW) and the Martin School of Public Policy and Administration will assist in assessing the articulated social service needs in Fayette County, Kentucky. The needs assessment will consist of three phases: (1) reviewing and mining of existing data gathered by community entities to identify emerging themes and patterns of needs/issues, (2) designing, administering a needs assessment based on identified themes, patterns, and relevant current trends, and (3) analyzing and disseminating the results of the community/agency needs assessment. The COSW and Martin School will work together to complete this task and work within their areas of expertise.

This project will be housed in the Master of Social Work Community and Social Development concentration as a site within which graduate social work students may fulfill their field practicum curriculum requirements. The graduate social work curriculum consists of two field placements, each requiring 300 hours of time. COSW will place 4-5 graduate students at this site for both semesters of their practica.

A designated COSW faculty member will assist in constructing the learning contract and provide general oversight and continuity to the needs assessment project. A COSW PhD student will be engaged to attend to the ongoing operation of the COSW student project component.

This project will be undertaken by a group of 4 – 5 students in the Master of Public Policy (MPP) or Master of Public Administration (MPA) programs as their internship, a requirement of both degree programs. The internship requires 400 hours of time on the project. Students will be engaged in this project while undertaking the Martin School curricula that includes courses on quantitative and qualitative analysis, budgeting, and program evaluation. The coursework in the Martin School is scheduled so that courses focusing on analysis and program evaluation are taken at the beginning of the program.

A designated Martin School faculty member will develop a learning contract and provide oversight on the project. A Martin School staff member will provide oversight and assistance on the ongoing operations.

At the end of each semester the students will present a summary of their progress to the Lexington Fayette Urban County Council orally and via written reports. The project will culminate in the dissemination of the needs assessment process and findings via a written report and oral presentation.

1. SERVICES:

The Second Party agrees to perform the services as hereinafter described with particularity as follows:

In accordance with expectations of our accreditation body (Council on Social Work Education) regarding field placements, we will need Lexington-Fayette Urban County Government (LFUCG) to support the COSW by providing on-site student supervision and to assist with arranging other activities in which they can participate to address required competencies. Although much of the project under discussion is not place-based, we anticipate there will be times the students will need an office or meeting space at LFUCG.

NOW, THEREFORE, it is hereby and herewith mutually agreed by and between the parties hereto as follows:

2. CONSIDERATION

A. **Fee:** For the services as hereinbefore set forth, the Second Party agrees to pay the First Party, the sum of \$ 35,000 payable upon the receipt of billing from the First Party. Payment is due within thirty (30) days after the date of the First Party's invoice.

B. **Travel expenses, if authorized, herein.** The First Party shall be paid for no travel expenses unless and except as specifically authorized by this paragraph as follows:

C. **Other expenses, if authorized herein.** The First Party shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized in the paragraph below

D. Maximum for fee and expenses

The First Party's fee, travel expense reimbursement (if any) and other reimbursement (if any) relative to the services shall not exceed a total of \$ 35,000

3. INVOICING:

A. **Invoicing for Fee:** The First Party's fee shall be original invoice(s) and shall be signed by the First Party. The invoice(s) must conform to the method prescribed under Section 2, Consideration, Paragraph A.

B. **Invoicing for Travel Expenses:** The First Party must follow instructions as described above. The invoice(s) must conform to the method prescribed under Section 2, Consideration, Paragraph B. Original copies must be submitted for airline ticket receipts, motel bills, restaurant charges, and rental car charges. All other charges shall be either original or certified copies.

C. **Invoicing for Miscellaneous Expenses:** The invoice(s) must conform to the method prescribed under Section 2, Consideration, Paragraph C. The First Party must follow instructions prescribed above. Expenses submitted shall be either original or certified copies.

4. CONTRACT DATES

The period in which the subject services are to be performed is from

August 31, 2012 to December 31, 2013
(Month, Day) (Month, Day)

5. EXTENSIONS

At the expiration of its initial term, this contract may, at the option of the parties hereto, be extended upon the same terms and conditions as set forth herein for further periods not to exceed twelve (12) months each, subject to the advance approval of the University of Kentucky Purchasing Department.

6. CANCELLATION

Either Party shall have the right to terminate and cancel this agreement at any time upon a thirty (30) day written notice to the other party.

7. DISCRIMINATION (BECAUSE OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR HANDICAP) PROHIBITED

During the performance of this contract, the First Party agrees as follows:

- (a) The First Party will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age (40-70). The First Party further agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified handicapped individuals under any program or activity receiving federal financial assistance. First Party will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex or age (40-70) or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The First Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The First Party will, in all solicitations or advertisements for employees placed by or on behalf of the First Party, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex or age (40-70) or handicap.
- (c) The First Party will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the First Party's commitments under this section.
- (d) The First Party will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The First Party will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of the First Party's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the First Party may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- (g) The First Party will include the provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The First Party will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the First Party becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the First Party may request the United States to enter into such litigation to protect the interests of the United States.

FIRST PARTY: UNIVERSITY OF KENTUCKY

SECOND PARTY: _____

By: James P. Alexander, Jr.
Dean/Director (if appropriate)

Type Name of Firm/Individual

K. S. W. Mansaray
Vice President/Provost

By: _____
Signature

3/1/12
Date

Date

RECOMMENDED FOR APPROVAL:
[Signature]
Purchasing Division

EXAMINED AS TO FORM & LEGALITY:
[Signature]
University Legal Counsel

OFFICIAL APPROVAL:
[Signature]
Executive Vice President for Fiscal Affairs
& Financial Operations
& Treasurer

[Handwritten mark]