

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this 8 day of August 2019, by and between Lexington-Fayette Urban County Government (hereinafter referred to as "LFUCG") and Preventum Initiative, Incorporated (hereinafter referred to as "Preventum").

### RECITALS

**WHEREAS**, Preventum, a 501(c)(3), whose mission is to address public health challenges by combining innovative technologies and evidence-based research;

**WHEREAS**, Preventum has developed a public health campaign called "FEND" (Full Energy, No Drugs) designed to educate youth and young adults about the dangers of prescription painkillers (opioids), dangers of other commonly misused prescription medications, mental wellness and resiliency;

**WHEREAS**, the centerpiece of the FEND campaign is a mobile device application (hereinafter referred to as the "app") that utilizes a variety of mediums to educate youth and young adults about the severity of opioid crisis in their communities. It also addresses the epidemic of Benzodiazepine addiction and overdose, mental health and wellness with information on building resiliency;

**WHEREAS**, LFUCG has applied and been awarded a \$300,000 grant from the William R. Kenan, Jr. Charitable Trust (hereinafter referred to as "Kenan Trust") to assist with the development and implementation of this app;

**WHEREAS**, the parties desire to collaborate with each other in providing this app for the youth and young adults of Fayette County;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and the parties hereby agree as follows:

#### I. OBLIGATIONS OF LFUCG

##### LFUCG will:

- a. Pay Preventum total sum of Three Hundred Thousand and 00/100 Dollars (\$300,000) for the FEND campaign. Funds paid are to be used solely and expressly as described in the budget, (attached hereto as Exhibit A and incorporated herein by reference);
- b. The funds will be equally divided over three (3) years, for a total of One Hundred Thousand and 00/100 Dollars (\$100,000.00) each year.
- c. The funds will be provided from the grant funds awarded to LFUCG from the Kenan Trust award.
- d. Convene an advisory group of community leaders to work with Preventum to provide guidance, support and strategic connections;

- e. Assist FEND in connecting with key community leaders and advocacy groups that may assist with the roll-out of FEND;
- f. Promote the FEND campaign and its relationship with Preventum during public remarks and official communications about educational efforts utilized to address the opioid crisis;
- g. Include websites and hyperlinks to the FEND campaign website on its state home website and on its social media accounts in accordance with all platforms' terms of use;
- h. Utilize the FEND campaign website and promote it as a tool and available resource on the City of Lexington website.
- i. Commits to enabling the Mayor and/or members of her team to attend annual and perennial events hosted by Preventum, when her schedule may permit her to attend.
- j. Support Preventum's efforts in seeking public funding opportunities in the form of grants offered by various state and federal agencies or private funding through corporate sponsorships and corporate cause marketing campaigns where appropriate.

## **II. OBLIGATIONS OF PREVENTUM**

### **Preventum will:**

- a. Create, Develop, and Implement a smartphone app to address substance use disorder prevention and education that targets our youth and young adults;
- b. Provide to LFUCG the final "data policy" and any standard agreements end users must accept in order to utilize the FEND App prior to this agreement taking effect;
- c. Provide a detailed reports consistent with submitted invoices and budget on form provided by LFUCG, (attached hereto as Exhibit B and incorporated herein by reference).
- d. Notify LFUCG of any suspected or proven breaches of privacy with its end users' data immediately;
- e. Invoice LFUCG for the reimbursement of actual expenditures incurred;
  - 1. Invoices must be for services and eligible expenses in Exhibit A.
  - 2. Invoices must include a signed and dated cover letter on letterhead that lists the quarter being reimbursed and the total amount being requested. Additional documentation should include receipts and/or description of work performed along with a calculation of rate. Additional documentation may be requested by the Financial Coordinator assigned to the project.

- f. Provide biannual reports in December and June of each year to LFUCG on the outcomes of the FEND campaign as it rolls out across Lexington;
- g. Provide LFUCG performance metrics to include the following:
  - 1. Number of end users utilizing the FEND app in Lexington-Fayette County;
  - 2. Total hours of usage of end users utilizing the FEND app;
  - 3. Appropriate demographic information that may be voluntarily submitted by end users in Lexington-Fayette County;
- h. Solely be responsible for the performance of all technical maintenance and content updates of the FEND app;
- i. Provide a full-time project manager to work with LFUCG and key stakeholders to ensure a successful roll-out of FEND;

### III. GENERAL PROVISIONS

- b. The Parties will collaborate on key media releases (including launch announcement, ongoing successes and world-firsts). All releases will be approved and adhere to media policies of both parties.
- c. **MODIFICATION OF AGREEMENT:** This MOU may only be modified by the written agreement of the parties, duly signed by their authorized representatives.
- d. **DISPUTES:** This MOU shall be governed by the laws of the Commonwealth of Kentucky. Any disputes relating to this MOU will, subject to any applicable law, Executive Order, directive, or instruction, be resolved by consultation between the parties. If disputes are not able to be resolved, actions regarding the execution, interpretation, or performance of this MOU shall be filed in the Circuit Court of Fayette County, Lexington, Kentucky.
- e. **TERMINATION OF AGREEMENT:** In the event either party to this MOU fails to fulfill any of its obligations under this MOU, the other party may terminate without further obligation to the other party with 45 day written notice. This MOU may be terminated by either party by giving at least 45 days written notice to the other party. The MOU may also be terminated at any time upon the mutual written consent of the parties.
- f. **ENTIRE UNDERSTANDING:** It is expressly understood and agreed that this MOU embodies the entire understanding between the parties regarding the MOU's subject matter.
- g. **EFFECTIVE DATE:** This MOU takes effect upon the date of the last signature to the Agreement. Additionally, Preventum will need to submit

an application request for licensed operation in accordance with applicable laws of the state of Kentucky.

- h. **PROJECT CLOSE-OUT:** Preventum's obligation to LFUCG shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: final payments and final reporting requirements.
- i. **NOTICES:** All notices, requests, waivers, and other communications provided in this MOU shall be in writing, sent by First Class Mail to:

LFUCG: Lexington-Fayette Urban County Government  
Office of the Mayor  
200 East Main Street  
Lexington, Kentucky 40507  
ATTN: Andrea James

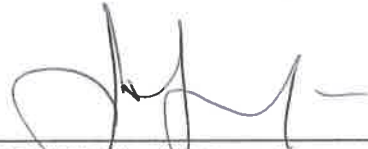
Preventum: Preventum Initiative, Inc  
50 Bethel Drive  
Black Mountain, North Carolina 28711  
ATTN: Jacquii Burgess

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**



LINDA GORTON  
MAYOR

**PREVENTUM INITIATIVE, INC.**



JACQUELINE BURGESS, PhD  
EXECUTIVE DIRECTOR,