

AGREEMENT

THIS AGREEMENT, entered into this ____ day of March 2019, by and between **UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION** (hereinafter "UKRF"), whose address is 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 Lexington Overdose Outreach Project (LOOP) grant (Award Number: 2018-AR-BX-K059) by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, LFUCG must ensure that the evaluation processes described in the program narrative ("Exhibit A") are successfully accomplished.

WHEREAS, LFUCG 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) Evaluate the effectiveness of the Lexington Overdose Outreach Project.

The evaluation will include formative and process, impact, and outcome evaluation.

(b) Add to the body of evidence-based programs to address drug overdose.

(c) Conduct focused stakeholder interviews with officers and paramedics to determine potential barriers of implementation and to foster adoption of the program with fidelity at multiple points throughout the grant period. Interviews will be used to identify any needed program design modifications for ongoing process or quality improvement.

(d) Attend and provide evaluation updates during Continuous Quality Improvement meetings to measure and address issues related to implementation and on-going challenges.

(e) Determine the reach of different prongs of the LOOP to determine the number of individuals served by each, the potential for increasing the impact and the uptake of both treatment and harm reduction services.

(f) 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 March, 2019 through September 30, 2020 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 ninety eight thousand six hundred thirty eight dollars (\$198,638.00)** 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 monthly 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. UKRF will be liable for any property damage or personal injury caused by the willful conduct of its employees while on LFUCG property and shall survive the termination of this Agreement. UKRF agrees to be responsible for claims arising as a result of its actions under this contract, but only in the manner and to the extent expressly permitted by KRS 44.072-44.160 or KRS 49.030-49.180; further, this contract is intended for the sole benefit of the parties hereto and no rights under this contract shall be bestowed upon any third party or parties as a result of this provisions contained herein.
 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**

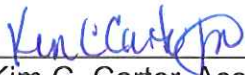
Linda Gorton, Mayor

Date

UKRF

mao

ms



Kim C. Carter, Associate Director
University of Kentucky Research Foundation
ospa@uky.edu

3/27/19

Date