

EVALUATION SERVICES AGREEMENT

THIS EVALUATION SERVICES AGREEMENT (the "Agreement"), entered into this 12th day of December 2022, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A ("LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services, and the **UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION** ("UKRF"), whose main address is 109 Kinkead Hall, Lexington, Kentucky 40506-0057, (collectively known as the "Parties").

RECITALS

WHEREAS, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) awarded LFUCG grant funding over a period of four (4) years under the First Responders – Comprehensive Addiction and Recovery Support Service Grant (FR-CARA) (Award No. 1H79TI084804-01) in support of its Expanded First Responders and Community Partners Overdose Prevention Project (EFCPOPP); and

WHEREAS, acceptance of this grant award requires LFUCG to identify an "Evaluator", who will be responsible for evaluating processes and outcomes of the grant, and oversight of reporting over the term of the grant period beginning September 30, 2022, and ending September 29, 2026 (the "Grant Period"); and

WHEREAS, LFUCG has selected UKRF, a sole source provider based on the experience and knowledge possessed by its personnel and staff, to provide the required evaluation services;

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which UKRF shall provide the required evaluation services.

STATEMENT OF AGREEMENT

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

1. **Recitals**. The above recitals are incorporated herein as a part of this Agreement.
2. **Effective Date; Term**. This Agreement shall commence on September 30, 2022 (the "Effective Date"), and shall continue in effect through September 29, 2023 (the "Initial Term"), unless earlier terminated. Upon mutual written agreement, the Parties may renew this Agreement, in whole or in part, for three (3) successive terms of one (1) year each (each, a "Renewal Term"), with the final Renewal Term ending on September 29, 2026.

3. **Related Documents.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. Exhibit "A" – Scope of Services
- b. Exhibit "B" – SAMHSA Detailed Budget and Narrative Justification

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A" and "B", in that order.

4. **Scope of Services.** UKRF shall perform the services outlined and more specifically described in Exhibit "A" in a timely and professional manner (the "Services"). UKRF's obligations to LFUCG under this Agreement shall not end until all close-out requirements for SAMHSA grants management are completed.

5. **Compensation; Method of Payment.** LFUCG shall compensate UKRF for the Services in an amount which shall not exceed Ninety-Nine Thousand Nine Hundred Ninety-Seven Dollars and 00/100 Cents (\$99,997.00) during each year of the Grant Period as outlined in Exhibit "B" for the performance of the Services.

- a. Payments shall be made on a quarterly basis for the costs incurred for providing the Services, only after receipt of quarterly invoices from UKRF. The funds are limited to the Services provided herein and may not be spent by UKRF for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.
- b. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from UKRF specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.
- c. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

6. **Reporting.** Upon request and subject to the reporting deadlines set forth herein, UKRF shall provide LFUCG with timely reports and updates related to the provision of the Services in the form and manner reasonably specified by LFUCG. UKRF shall furnish LFUCG, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the Services contemplated herein.

- a. Quarterly Report. To document the status of the EFRCPPOP, UKRF shall provide a quarterly report to LFUCG as follows:

<u>Reporting Period</u>	<u>Reporting Deadline</u>
October 2022-December 2022	January 15, 2023
January 2023-March 2023	April 15, 2023
April 2023-June 2023	July 15, 2023
July 2023-September 2023	October 15, 2023

- b. Final Year-End Report. UKRF shall provide a final year-end report to LFUCG within 60 days of the end of the Initial Term, or by November 28, 2023.
- c. Evaluation Summary. UKRF shall provide an evaluation summary that includes all four years of grant activities within 90 days of the end of the Grant Period, or by December 28, 2026
7. Records. UKRF shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the Services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by UKRF and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of UKRF related to this Agreement and shall be made available to LFUCG upon request.
- a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by UKRF under this Agreement.
- b. UKRF understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.
8. Access. UKRF shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.
9. Contractual Relationship Only. In no event shall the Parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise. Furthermore, UKRF represents that it has, or will secure at its own expense, all fully qualified personnel required to perform the Services.
10. Equal Opportunity; Fairness Ordinance. UKRF shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in

employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. UKRF agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

11. **Sexual Harassment.** UKRF must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where UKRF conducts business. The policy shall be made available to LFUCG upon request.
12. **Annual Audit.** UKRF agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.
13. **Indemnification.** To the extent permitted by law, the Parties agree to defend, indemnify, and hold 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.
14. **No Assignment.** UKRF may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.
15. **No Third Party Rights.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either UKRF or LFUCG.
16. **Kentucky Law and Venue.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.
17. **Amendments.** By mutual written agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. UKRF acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

18. Notice. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

To UKRF:
University of Kentucky Research Foundation
109 Kinkead Hall
Lexington, Kentucky 40506-0057
Attn: Kim C. Carter, Associate Director

To LFUCG:
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Amy Baker, Program Director

19. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

20. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

[Signature page follows]

IN WITNESS WHEREOF, the Parties certify that they have been duly authorized to execute, deliver and perform this Agreement, and have executed it as of the date first herein written.

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

Linda Gorton

By: Linda Gorton, Mayor

ATTEST:

Mackenzie Jack
Clerk of the Urban County Council

Deputy

**UNIVERSITY OF KENTUCKY
RESEARCH FOUNDATION**

Kim C. Carter 12/6/2022 VLT

By: Kim C. Carter, Associate Director

EXHIBIT A

Scope of Services

This exhibit contains the following documents:

1. EFRCPPOP Timeline
2. EFRCPPOP Section D-1 Data Collection and Performance Management
3. EFRCPPOP Attachment 2 – Data Collection Instruments

DRAFT 11/10/22

EXHIBIT B

SAMHSA Detailed Budget and Narrative Justification