
AGREEMENT

THIS AGREEMENT, entered into this ____ day of February 2018, 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, through its **DEPARTMENT OF SOCIAL SERVICES** (hereinafter the "Department").

RECITALS

WHEREAS, the Department has identified a need to enhance coordination of resources and identify gaps in the service delivery system related to the local opioid epidemic;

WHEREAS, in order to better provide services to combat the opioid epidemic, the Department desires to obtain a comprehensive opioid response needs and resource assessment for Lexington-Fayette County;

WHEREAS, the Department believes the needs assessment will delineate inventory of currently available services, which will lead to leveraging and/or expansion of services related to opioid treatment, prevention and recovery;

WHEREAS, the Department has selected UKRF to complete the assessment, based on the experience and knowledge possessed by the personnel and staff, which is needed to complete the assessment;

WHEREAS, because of the uniqueness of the assessment, 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" – Scope of Work and Budget and Exhibit "B" – Opioid Needs and Resource Assessment Outline, which are attached hereto and incorporated herein by reference:

- (a) Identify and describe the current capacity for services available to respond to the opioid epidemic in Lexington-Fayette County.
- (b) Collect and review all available data, including but not limited to, online surveys and qualitative interviews.
- (c) Conduct surveys and interviews with agencies, entities, and/or organizations represented within the following: Behavioral Health and Treatment Programs, Health Care Systems, Harm Reduction Resources, Criminal Justice System, First Responders, City-Supported Services, and Social Services.
- (d) Delineate an inventory of available services, examine program capacity, and assess the possibility of leveraging resources and/or expansion of resources for a more responsive system of delivery.

3. COMPENSATION AND TERM

(a) LFUCG agrees to retain UKRF from February 1, 2018 through June 30, 2018.

(b) LFUCG shall compensate UKRF for the proposed services in an amount which shall not exceed **Twenty-Nine Thousand Nine Hundred Forty-Six 00/100 (\$29,946)**, as outlined in Exhibit "A", which is attached hereto and incorporated herein by reference.

(c) Method of Payment

Upon execution of this Agreement, LFUCG shall pay UKRF an amount not to exceed **Ten Thousand and 00/100 Dollars (\$10,000.00)**. On May 1, 2018, LFUCG shall pay UKRF an amount not to exceed **Seventeen Thousand, Forty-Six and 00/100 Dollars (\$17,046.00)**. The balance in the amount of **Nine Thousand Nine Hundred and Forty-Six Dollars (\$2,900.00)** shall be paid upon completion and delivery of the final assessment.

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, 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, KY 40506-0057
ATTN: Patrick J Elzinga

[THIS IS INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

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

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

JIM GRAY, Mayor

Date

UKRF

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

Date

EXHIBIT A

Opioid Needs & Resources Assessment Scope of Work & Budget

Scope of Work:

The University of Kentucky Research Foundation will complete an opioid response needs and resource assessment of the city's current capacity to respond to the opioid crisis.

Deliverables:

1. The University of Kentucky Research Foundation (UKRF) will identify and describe the current capacity for services available to respond to the opioid epidemic in Lexington-Fayette County. This will be accomplished by reviewing available data, online survey and qualitative interviews with:
 - Behavioral health and treatment programs – Specifically the number of clients that can be served and percentage of clients who report opioid use disorder;
 - Health care system – Specifically the number of health care visits related to opioid misuse, number of overdoses and deaths;
 - Harm reduction resources – Specifically needle exchange access, naloxone availability, and HIV and Hepatitis CV testing availability;
 - Criminal justice system – Specifically the number of arrests, court cases, incarcerations related to opioid misuse
 - First responders – number of calls related to opioid overdoses or other opioid misuse-related events;
 - City-supported Services – Specifically homelessness related to opioid misuse, resource lists to access care/support;
 - Social services – Specifically the number of children in out-of-home placements related to opioid misuse.

2. UKRF will identify needs of the service delivery systems outlined in first deliverable to respond to the opioid epidemic in Lexington-Fayette County. This goal will be accomplished by collecting data to gain a better understanding of:
 - Availability of resources – naloxone, treatment, harm reduction
 - Knowledge and education – awareness of available resources, naloxone training
 - Possible barriers to accessing available services – location, cost
 - Possible burden on service providers – increased number of clients/cases

Terms:

Commencing February 1, 2018-June 30, 2018

Compensation Amount: \$29,946.00

Exhibit A Fayette County Opioid Needs Assessment Budget

Pike / Staton
LFUCG

5 months

2/1/18-6/30/18

Name	Role	FY17	Annual Salary	Subtotal	
Pike, Erika	Proj Lead	0.00%	\$0	\$0	\$0
	FRINGES			\$0	
	INSURANCE			\$0	
			<i>fringes total</i>	\$0	\$0
Staton, Michele	Co-I	3.00%	\$137,700	\$1,721	\$137,700
	FRINGES			\$352	
	INSURANCE			\$0	
			<i>fringes total</i>	\$352	\$2,073
Webster, Matt	Co-I	10.00%	\$113,319	\$4,722	\$113,319
	FRINGES			\$966	
	INSURANCE			\$461	
		emp + fam	\$11,064		
			<i>fringes total</i>	\$1,427	\$6,149
TBD	Res Asst	50.00%	\$36,500	\$7,604	\$36,500
	FRINGES			\$1,521	
	INSURANCE			\$0	
			<i>fringes total</i>	\$1,521	\$9,125
				<i>Personnel</i>	
				\$17,347	
Other Direct Costs					
Res subject incentives		50	\$20	\$1,000	
		400	\$10	\$4,000	
				<i>Other Direct Costs</i>	
				\$5,000	
Travel					
				<i>Travel</i>	
				\$0	

DIRECT COSTS	\$22,347
F&A Rate	<u>34.0%</u>
	<u>\$7,599</u>
	\$29,946

EXHIBIT B—Opioid Needs & Resources Assessment Outline

The needs and resources assessment will address two goals:

Goal 1: Describe the current capacity for services available to respond to the opioid epidemic in Fayette County. This goal will be accomplished by documenting the following:

- Behavioral health and treatment programs – number of clients that can be served, percentage of clients who report opioid use disorder
- Health care system – health care visits related to opioid misuse, number of overdoses and deaths
- Harm reduction resources – needle exchange, naloxone availability, HIV and HCV testing
- Criminal justice system – number of arrests, court cases, incarcerations related to opioid misuse
- First responders – number of calls related to opioid overdoses or other opioid misuse-related events
- City-supported Services – homelessness related to opioid misuse, resource lists to access care/support
- Social services – number of children in out-of-home placements related to opioid misuse

Goal 2: Identify needs of the service delivery systems documented in Goal 1 to respond to the opioid epidemic in Fayette County. This goal will be accomplished by collecting data to gain a better understanding of:

- Availability of resources – naloxone, treatment, harm reduction
- Knowledge and education – awareness of available resources, naloxone training
- Possible barriers to accessing available services – location, cost
- Possible burden on service providers – increased number of clients/cases

A mixed methods design will be used to address the two goals (see Table 1)

- Perform secondary analysis of existing Fayette County data
 - Number of overdose deaths
 - Substance use disorder treatment programs
 - Availability of harm reduction resources
- Develop and implement an online survey targeting key Fayette County stakeholders
 - Services provided and availability of services
 - Knowledge of available services, resources, and legislation
 - Unmet needs to provide care or services (e.g., barriers to provide care)
- Conduct qualitative interviews with representatives from Fayette County working in affected fields
 - Impact of the opioid epidemic on the ability to provide services
 - Knowledge of available services, resources, and legislation
 - Training related to the opioid epidemic
 - Unmet needs (e.g., training or equipment needed, impact on burnout/compassion fatigue)
- Conduct qualitative interviews with Fayette County residents with opioid use disorder
 - Services utilized
 - Reasons for not utilizing available services
 - Unmet needs

Table 1. Data collection approach

	Available Data	Online Survey	Qualitative Interview
Behavioral Health and Treatment Providers			
Availability of treatment programs and self-help meetings	X		
Buprenorphine and other MAT providers	X		
Number of clients that can be served, percent opioid misuse		X	
Time between seeking treatment and enrollment		X	
Prioritization of available treatment slots		X	
Health Care System			
Hospitalizations and ED visits related to opioid misuse	X		
Number of overdoses (survivors and deaths)	Deaths	Survivors	
Impact on physicians and staff		X	X
<i>Burden on the system to provide care</i>		X	X
Knowledge of available resources		X	X
What (if any) harm reduction practices are utilized		X	X
Harm Reduction Resources			
Location and hours of needle exchange	X		
Number of clients served at the needle exchange		X	
Naloxone availability	X		
HIV and HCV testing	X		
Number of clients tested in last year, percent opioid misuse		X	
<i>Unavailable resources</i>		X	
<i>Burdens or barriers to providing services</i>		X	
Criminal Justice System (related to opioid misuse)			
Number of arrests, court cases, and incarcerations	Arrests	X	X
Number of individuals in drug court and on probation or parole		X	X
Knowledge of legislation and available resources		X	
First Responders			
Number of calls related to opioid misuse		X	X
Number of overdose survivors transported to ER and not		X	X
Knowledge of resources and legislation		X	X
Training/education available		X	X
<i>Barriers to performing job and burden to provide services</i>		X	X
<i>Burnout, empathy, compassion fatigue, trauma</i>		X	X
County-supported Services			
Emergency shelters	X		
Emergency shelter capacity and number utilizing		X	
Resource lists to access care/support	X		
Panhandling related to opioid misuse		X	
<i>Burden and barriers to providing services</i>		X	
Service Utilizers, Individuals who misuse Opioids			
Knowledge and use of available resources			X
Substance use history (time using, treatment attempts)			X
<i>Unmet needs and barriers to accessing services</i>			X
<i>Why do they choose not to access services?</i>			X
Social Services			
Resources for Families			X
Number of children displaced from the home		X	X
Impact on caregivers		X	

* Available data pending verification