

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2016, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services (hereinafter "Sponsor"), and, **The YMCA of Central Kentucky** with offices located at 239 East High Street, Lexington, Kentucky 40507, (hereinafter "Organization").

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the period beginning on **July 1, 2016**, and continuing for a period of twelve (12) months from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. Government shall pay Organization the sum of **Seventy-Nine Thousand Dollars (\$79,000)** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference, one-fourth (1/4th) of which shall be payable in July 2016 or shortly thereafter upon receipt of an invoice, with one-fourth (1/4th) payable each quarter thereafter upon submission of a quarterly financial report and invoice, and a detailed quarterly program report. **Quarterly financial reports, invoices, and detailed program reports shall be**

submitted by October 14th, 2016, January 13th, 2017 and April 14th, 2017. A year-end program report shall be submitted by July 14th, 2017. Both reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for both the quarterly financial and program reports will be provided.

3. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

4. Organization shall perform all duties and services included in the Addendum *(Description of the specific uses of funds allocated by program name(s) and details of the expected client and agency outcomes) attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in the Addendum and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

5. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the

aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

6. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in the addendum attached hereto.

7. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

8. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

9. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national

origin, sex or age, shall promote equal employment through a positive, continuing program of equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

10. Organization shall adopt 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 Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

11. This instrument, and the Addendum *(Description of the specific uses of funds allocated by program name(s) and details of the expected client and agency outcomes) incorporated herein, contains the entire agreement between the parties, and no statement, promises or inducements made 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 writing signed by the parties and endorsed hereon.

12. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

- A. Objectives: Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these policies.
- B. Investment Funds Management: The governing board may elect to either:
 - (1) Manage its investment through its executive director where the size or complexity of funds to be managed is deemed by the board to

be within the training, expertise and/or available time capacity of the executive director and the operating staff; or

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulation. The trust department may utilize its regular short-term one hundred percent (100%) US Treasury Fund for daily funds investment.

The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies - - Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investment, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least one hundred percent (100%), or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are full insured.

D. Audit - - All investments shall be audited at least annually by independent certified public accountant who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

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

For Organization:

Attn: _____

For Government:

Lexington-Fayette Urban County Gov.
200 East Main Street
Lexington, Kentucky 40507

Attn: Chris Ford, Commissioner
Department of Social Services

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

YMCA OF CENTRAL KENTUCKY

BY: _____
Jim Gray, Mayor

BY: _____

Title: _____

ATTEST:

Clerk of the Urban
County Council

* The addendum referenced in items 4 and 11 must be attached to this document and approved prior to the start of fiscal year payments.

Addendum

Agency: YMCA of Central Kentucky

Program Name: YMCA Afterschool/Summer Camp

LFUCG Extended Social Resource Grant Program FY17 Funding: \$39,000

Program Summary: This program encompasses strong academic and enrichment components for high-need students with clear success measures and school community engagement. The primary goals of our program are to ensure that all families have access to high-quality and affordable child care during out-of-school hours, to increase student achievement, and reduce risk-taking behaviors through a balanced program model built on academic intervention, health and enrichment programming.

Y afterschool/camp programs serve approximately 2,250 Fayette County school-age children throughout the year. Programs are operated during out-of school hours, Monday-Friday, on site at 8 Fayette County schools, 3 local churches, 3 YMCA facility branches (in areas where FCPS's afterschool cannot accommodate the number of families that need after school care), 1 Lexington Christian Academy campuses and Bar Y outdoor camp.

Long-Term Program Goals: This program encompasses strong academic and enrichment components for high-need students with clear success measures, and school community engagement. The primary goals of our program are to ensure that all families have access to high-quality and affordable child care during out-of-school hours, to increase student achievement, and reduce risk-taking behaviors through a balanced program model built on academic intervention, health and enrichment programming.

ACTIVITIES	OUTPUTS	OUTCOMES
Homework assistance, 21st century skills (project based learning), STEM, collaborative problem solving, media literacy, college and career exploration	4 Before school programs and 10 Afterschool programs, serving 2,580 (1,290 annually)	Fayette County children show academic improvement through grades and standardized test scores by alignment with Kentucky Core Academic Standards.
Service-learning projects, arts education, field trips, swim lessons, parent and family engagement activities	8 summer camps, serving 2,500 (1,250 annually)	Fayette County children show continuous developmental growth including health and fitness, caregiver and family engagement, and life and leadership skills to reduce summer learning loss.
Organized fitness and healthy cooking activities, bike safety, music and literacy activities	3 School's day out camps provided to 960 (480 annually) school-aged children during the year	Fayette County children show improvement in school connectedness, conduct and self-worth and show a reduction in at-risk behavior.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Of the 2,580 children served in afterschool programs, 60% will show academic improvement by the end of the school year	Standardized test results and report cards as available from school, teacher and parent interviews	Random sampling of grade improvements. Data will not be collected in camp programs.	Data collected twice per year at the end of each semester.
Of the 4,500 children served, 80% will participate in daily enrichment activities; 50% will participate in a minimum of 1 family involvement activity throughout the course of the school year.	Attendance records Staff observations Caregiver surveys	100% of caregivers will be asked to complete surveys.	Attendance records - daily Staff observations - daily Caregiver surveys - quarterly
Of the 4,500 children served, 65% will show improvement in school connectedness, conduct and self-worth and show a reduction in at-risk behavior.	Staff/teacher observations Student and caregiver surveys	100% of caregivers and students will be asked to complete surveys.	Staff/teacher observations - monthly Student and caregiver surveys - quarterly

Addendum

Agency: YMCA of Central Kentucky

Program Name: YMCA Black Achievers

LFUCG Extended Social Resource Grant Program FY17 Funding: \$10,000

Program Summary: The YMCA Black Achievers program is our association's largest and most established teen program, serving approximately 225 students per year with most of them being Fayette County residents. The program connects 7th – 12th grade students (from Fayette County schools, and surrounding counties) with positive, adult role models in the community providing them with educational, career and social opportunities that are not readily available to them. These experiences enable youth to: improve academic deficiencies; understand and evaluate life options by exposing them to various career fields and providing them with the information needed to set career goals and objectives; establish meaningful, long-term relationships with positive adults within their community; and develop assets and skills which improve their chances of succeeding in life.

Saturday sessions take place on the second and fourth Saturday of the month at Lexington Traditional Magnet School, during the school year and combine features of mentoring, structured discussions, group exercises, role-playing, hands-on activities, workplace tours, traditional lectures, guest speakers and presentations. The broad level curriculum is designed to engage students in various individual assignments, activities and group exercises that improve reading, vocabulary, mathematics, and language expression. Most assignments, activities and exercises are geared to be interactive, allowing students and adult role models to work together throughout the learning experience in a safe learning environment.

Long-Term Program Goals: The YMCA Black Achievers program has four main goals: To improve academic deficiencies and increase the percentage of students who graduate from high school; To help youth understand and evaluate their life options by exposing them to various career fields and providing them with the information needed to set career goals and objectives; To increase the developmental assets and develop life skills in youth, improving their chances of succeeding in life; To establish meaningful, long-term relationships between program participants and positive adults within the community.

ACTIVITIES	OUTPUTS	OUTCOMES
Saturday Sessions	18 regular sessions coordinated by volunteers for 450 Achievers	Increase percentage of students who graduate from high school
Special Sessions: College & Career Fair; FAFSA Fair; Family Day/Black History Showcase; Youth Recognition Awards	Each special session is available to 200 Achievers and their parent/guardian	Increase percentage of students who apply to college
College Tours	6 tours (3 per academic year) and up to 10 tours during Spring Breaks, for up to 80 Achievers	Increase number of positive adult role models
Youth Leadership Summits (Midwest Achievers Teen Summit, KYA, KUNA) when available	Each summit is 2-3 days for up to 50 Achievers	

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Increase percentage of students who graduate to the next level	Survey/evaluation	100-130 students during the last Saturday session	1 time per year (year end)
Increase percentage of students who graduate from high school and apply to college and/or place of higher education	Survey/evaluation and interviews conducted	20-30 senior high school students	1 time per year (year end)
Enhance college tours and national annual college and career fair	Surveys and evaluations from students and volunteers who participate in those events	Up to 40 students that participate in these events	1 time per event
Participation at youth leadership summit	Registration statistics	Up to 25 students that participate in the events	1 time per event
Increase number of positive adult role models	Students who return as mentors or in other capacities that benefit the program and returning volunteers	Up to 20 program graduates and up to 30 volunteers	1 time per year

Addendum

Agency: YMCA of Central Kentucky

Program Name: Y Readers

LFUCG Extended Social Resource Grant Program FY17 Funding: \$30,000

Program Summary: Y Readers is a free summer reading and enrichment program for rising first and second grade children from low-income environments to support them in their literacy and academic progress over the summer and to mitigate summer learning loss.

Y Readers employs certified grade school district teachers and assistants (1:8 staff to child ratio) to work with students who are reading below grade level. Lesson plans follow the Four-Blocks multi-level literacy model, which focuses on working with words (phonics), writing, self-selected reading, and guided reading. Students attend the summer program Monday - Thursday from 8 a.m. – 4:30 p.m. at their respective school. (They are welcome to attend any Y camp for free on Fridays.)

Mornings are dedicated to literacy work, while afternoons are filled with enrichment activities including art, music, nutrition education, physical activities and science. Y Readers places a strong emphasis on parental involvement. Parents pledge to read each night at home with their children and maintain a reading log. Parents also participate in a workshop, during which they might create a hands-on literacy game to use at home or learn about healthy living, different learning styles, or goal setting.

Each site serves 32 students (16 1st grade, 16 2nd grade) who are identified and referred to the program by the school principal and/or teachers.

Long-Term Program Goals: The Y Readers program supports rising first and second grade children from low-income environments in their literacy and academic progress over the summer in order to mitigate summer learning loss. The long-term goal of the Y Readers is to help children who are reading below grade level get back on track by the third grade.

ACTIVITIES	OUTPUTS	OUTCOMES
Deliver quality program adhering to fidelity markers	Program offered 4 days/wk for 6 weeks at 3 sites, serving up to 192 children	Improve literacy skills
Deliver enrichment activities aligned to literacy	2.5 hours literacy activities daily	Enhance motivation to learn and preparation for academic learning
Maintain 1:8 ratio	4.5 hours enrichment activities daily	Increase self-confidence through skill building
Staff demonstrate core competencies and practices are data-driven	1 field trip per week minimum	
Environment supports holistic youth development	Staff conduct 1 family orientation and 3 workshops	

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
75% of children completing program show academic progress	STAR Early Literacy and STAR Reading tools	All participants are tested	Pre and post testing and at mid-point of program
50% of children increase test scores by 10% or more	STAR Early Literacy and STAR Reading tools	All participants are tested	Pre and post testing
75% of children read at home with parent/caregiver most nights	Parent survey/program evaluation	All parents/caregivers are asked to complete parent survey/program evaluation	At conclusion of program
80% of parents participate in at least 2 workshops during program	Attendance logs	All participants are monitored	Weekly monitoring of participation