

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 11th day of July, 2017, 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 NURSING HOME OMBUDSMAN AGENCY OF THE BLUEGRASS** with offices located at 3138 Custer Drive, Suite 110, Lexington, Kentucky 40517, (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, 2017**, and continuing for a period of two (2) years 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 **One Hundred and One Thousand Two Hundred and 00/100 Dollars (\$101,200)** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference as Exhibit A, one-eighth (1/8th) of which shall be payable in August 2017 or shortly thereafter upon receipt of an invoice, with one-eighth (1/8th) payable each quarter thereafter upon submission of a quarterly invoice and a detailed quarterly program report. **Quarterly invoices and detailed program reports shall be submitted by October 16th, 2017, January 15th, 2018, April 16th, 2018, July 15th, 2018,**

October 15th, 2018, January 14th, 2019, and April 15th, 2019. A two-year-end program report shall be submitted by July 15th, 2019. 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 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

5. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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, 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.

11. 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.

12. This instrument, and the Addendum 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.

13. 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.

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

For Organization:

Nursing Home Ombudsman Agency of the Bluegrass

3138 Custer Drive, Suite 110

Lexington, KY 40517

Attn: Denise Kennedy, Bluegrass District Ombudsman

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

THE NURSING HOME OMBUDSMAN
AGENCY OF THE BLUEGRASS

BY: _____

Jim Gray, Mayor

BY: _____

Title: Director of Fundraising & Administration

ATTEST: _____

Clerk of the Urban
County Council

Addendum

Agency: The Nursing Home Ombudsman Agency of the Bluegrass

Priority Area: Community Wellness & Safety

Program Name: Fayette County Ombudsman Services

LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding: \$101,200 (\$50,600 per FY)

Program Summary: The Nursing Home Ombudsman Agency's (NHOA) mission is to improve the quality of care for residents of long-term care facilities. We educate and advocate for LTC residents to help ensure quality care that promotes residents' safety and well-being. NHOA is the only agency that provides ombudsman and advocacy services to Lexington's LTC residents. By addressing complaints early, NHOA helps prevent neglect and abuse of vulnerable elders and people with disabilities. When necessary, our staff involve other local and state services, such as Adult Protective Services and the Office of Inspector General, to protect residents' welfare. Lexington has 24 LTC facilities, which serve an estimated 3,476 residents annually. NHOA provides ombudsman services, free of charge, to every resident. The average resident is a low-income woman who is 80 years old or older. About 80% of residents are female and 70% receive Medicaid. NHOA also provides information, placement counseling and education to family members, community members and LTC providers.

Desired Outcomes for Clients: NHOA envisions the possibility of all LTC residents being treated with respect and dignity, living free from abuse and neglect, being empowered to make informed choices about their care, and receiving high-quality care to meet their physical, mental and psychosocial needs. Our goals are to protect the rights of long-term care residents; identify, investigate and work to resolve residents' concerns; empower residents to make informed choices; monitor and work to enact laws protecting older and disabled Kentuckians, and visit residents regularly to monitor quality of care.

Through the core ombudsman service of complaint resolution, we strive to resolve the resident's complaint or need to their satisfaction. The specific goal and actions taken to reach that goal are based on ombudsman best practices, national ombudsman problem-solving standards, and what the resident wants. For example, a resident may want staff to answer the call bell within a reasonable period of time. She may want help requesting a change in her care plan, or appealing an improper discharge. Complaints may be about any aspect of care, including dietary concerns; care plans; medical services; environment; activities and social services; billing and payment; transfer and discharge; residents' rights; exploitation, neglect and abuse; and more.

NHOA's ombudsmen strive to educate and empower residents as much as possible. Their work is driven by what the resident wants, and only undertaken with the resident's consent.

For LFUCG Agreement Addendum and Quarterly Reporting purposes, describe below how you will ensure clients' needs are met or goals are achieved Please summarize based on your previous answers to questions above referenced in each column.

# of Clients to be Served per year	Desired outcome for client (from Question 5.1a.2)	Service or activities to achieve goal (from Question 5.1a.3)	Unit of service, frequency, length (from Question 5.1a.3)	Measure of effectiveness (from Question 5.1b.1)	Sampling size and frequency (from Question 5.1b.3)
3,000	LTC residents will receive regular friendly visits from ombudsmen to help monitor the quality of care they receive.	Resident Visitation	Facility Visit, as needed (generally 1-2 x week), as needed	900 new residents will be visited within 2 weeks of admission.	900 residents (100%), ongoing/monthly data entry
600	LTC residents' concerns & complaints will be addressed in order to help ensure their needs are met.	Case Management/ Complaint Resolution	Complaint, as needed, as needed	At least 420 (70%) of complaints will be resolved to the resident's satisfaction.	600 complaints (100%), ongoing/monthly data entry
760	Clients will receive information, assistance & placement counseling that will increase their knowledge of the LTC system in order to help them access healthcare and help ensure their needs are met.	Information & Consultation to Individuals	Information/ Consultation Session, as needed, as needed	304 (80%) of consumers will be satisfied with information provided about accessing healthcare, exercising their rights, and the LTC system.	380 clients (50%), ongoing, monthly data entry
150	Consumers will receive information that increases their knowledge about accessing healthcare and exercising their rights in relation to long-term care.	Community Education	Community Education Session, as needed, as needed	80% of survey respondents at 30 Community Education Sessions will report increased knowledge of long-term care issues.	100% of attendees, ongoing/ every session/ monthly data entry
113	Providers of LTC services will receive information & training that increases their knowledge about residents' rights & how to recognize & prevent abuse, neglect & exploitation.	Provider Consultations & Trainings	Consultation/ Training, as needed, as needed	80% of survey respondents who participate in 37 provider consultation/training sessions will report increased knowledge about residents' rights, how to recognize & prevent abuse, neglect & exploitation, and other LTC topics.	100% of attendees/ recipients, ongoing/every session/ monthly data entry

Nursing Home Ombudsman Agency of the Bluegrass

Sexual Harassment: Title VII of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, sex, age, or national origin. Sexual harassment is included among the prohibitions. NHOA does not tolerate any form of harassment, including sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature and (a) submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment; or (b) submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual; or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a work environment which is sufficiently intimidating, hostile or offensive to the individual so as to alter the terms or conditions of employment. NHOA also does not tolerate behavior that, while it may not reach the level of the above definition, can reasonably be viewed as offensive. Conduct that is prohibited includes unwelcome sexual advances, lewd behavior, sexual slurs or jokes, inappropriate touching, the display of pornography and similar inappropriate conduct. Any employee who engages in sexual harassment will be subject to corrective action, including discharge. Any employee who believes he or she has been subjected to discriminatory or harassing conduct, or has witnessed same, should report the conduct through the harassment reporting procedure described below. An employee who reports such conduct will be protected against any retaliation for making such report. However, any employees found to have intentionally made a false report may be subject to discipline.

Harassment Reporting: Any employee who believes he, she, or another employee has been subjected to sexual harassment should to make use of the grievance procedure. Delay is often harmful to the ability to resolve grievances. Sexual harassment grievance must be received within thirty (30) days of its occurrence. A grievance generally should be presented to the President, either orally or in writing, who will then have an opportunity to attempt to resolve the situation. The President may require the employee to provide a written account of the grievance. If the grievance has not been resolved ten (10) working days of its having been presented to the President, or if the circumstances make it inappropriate to present the grievance to the President (as for example when the President is alleged to have engaged in unlawful harassment), then the employee may present the grievance to the Personnel Committee or its designee(s). Complaints of sexual harassment will be discretely investigated and appropriate action will be taken to resolve or correct the situation. NHOA will do everything it can to protect the privacy of the parties involved.

Employee Grievances: A grievance is a request for a review of a decision or situation affecting the employee, where the employee feels the decision or situation is adverse to him/her. Such grievance must be received within ten (10) days of its occurrence.

Submission to Personnel Committee: The employee should first discuss the problem with the President. If this effort fails, the employee may present the problem to the Personnel Committee or its designee(s). The Personnel Committee shall address the grievance by investigating the situation and rendering a decision.

A full record of any employee grievance hearing will be made by the least expensive means and retained on file in the organization. (Procedure: use a digital recording.)

Grievance File: When a case goes beyond the level of informal discussion, a grievance file will be established. This file will contain:

- (a) the written complaint;
- (b) the summary of the proceedings of the hearing;
- (c) if no hearing was held, a statement of the reason why it was not held;
- (d) findings and recommendations;
- (e) the documentary evidence considered in resolving the grievance;
- (f) final disposition of the case.

GRIEVANCE FILES WILL BE KEPT SEPARATE FROM PERSONNEL FOLDERS