

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2015, 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, **NAMI Lexington** with offices located at 498 Georgetown Street, Suite 201, Lexington, Kentucky 40508, (hereinafter "Organization").

W I T N E S S E T H

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, 2015**, 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 **Fifty-Seven Thousand Dollars (\$57,00)** 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 2015 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 10th, January 9th, and April 10th. A year-end program report shall be submitted by July 10th. 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:

NAMI Lexington
498 Georgetown St., Ste 201
Lexington KY 40508

Attn: Phil Manning
Executive Director

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

NAMI LEXINGTON

BY: Jim Gray
Jim Gray, Mayor

BY: Phil Manning
Title: Executive Director

ATTEST:

Meredith Nelson
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: NAMI Lexington

Program Name: Participation Station

LFUCG Extended Social Resource Grant Program FY16 Funding: \$57,000

Program Summary: Participation Station was the first peer operated center in Kentucky, opening in 2009, and is managed and operated by individuals in recovery from serious mental illness. The staff includes a team of Kentucky Peer Specialists who have been trained, tested, and certified by the state to provide peer support to other consumers of mental health services. The program design has been recognized by the Kentucky Department of Behavioral Health as a model program for the state. The program is open to any resident of Fayette County who may be dealing with the effects of mental illness or co-occurring substance abuse regardless of their current stage of recovery. Services offered include:

- Individual Peer Support
- Educational Groups related to recovery, self care, physical health maintenance, and life in general
- Support Groups including Double Trouble in Recovery for individuals with mental health and substance abuse disorders.
- Social and Recreational Events, particularly centered around holidays
- System Navigation to help individuals dealing with issues with healthcare (both physical and behavioral), insurance, housing or homelessness, education, relationships, employment, or any other basic human need
- The Warm Line, a telephonic support service open to anyone in the community who “just needs someone to talk to...”

The overarching goal of the program is to offer individuals an environment where they feel accepted and welcome. All services are provided free of charge.

Long-Term Program Goals: To become a center of excellence for consumer operated services and to promote recovery for all individuals who deal with mental illness. To that end, the program aspires to:

- Decrease recidivism (circular jail, hospital admissions, and homelessness) and increase periods of sustained wellness for participants through education and peer support
- Increase awareness and utilization of existing supports and programs through effective system navigation for participants
- Expand availability of co-occurring mental health/substance abuse programming such as Double Trouble in Recovery groups
- Change the perception of mental illness in our community, introducing the possibility of recovery from severe mental illness
- Offer options for support and recovery resources to the entire community through the Peer Operated Warm Line

ACTIVITIES	OUTPUTS	OUTCOMES
Educational and skills tracks including social events targeted at engaging this population	550 tracks held at the center 2837 attendances scheduled tracks in FY14	Increase life skill proficiency as evidenced by increasing the # attendances in educational and social events by 10%
Individual peer support counseling (system navigation support)	1541 incidents of individual peer support in FY14	Promote overall wellness and integration into the community by increasing # of participants receiving formal individual peer support by 15%
Support Groups (VA, Double Trouble in Recovery, family, disease specific, etc.)	Average if 6.3 attendees in 314 support group sessions offered in FY14	Provide individuals with serious mental illness and enhance program utilization by increasing the # of outreach initiatives by 10%
Outreach activities including speaking engagements and attendance at community festivals	39 engagements scheduled with 381 attendees in FY14.	Decrease stigma experienced by individuals with serious mental illness and enhance program utilization by increasing the # of outreach initiatives by 10%
Peer Operated Warm Line	1148 calls received in FY14 24166 minutes of support offered in FY14	Decrease sense of isolation and offer community resources and referrals by increasing the number of Warm Line calls by 25%

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Number of participants actively participating in planned educational tracks & social events	PS Educational Track Database with data from PS Track Leader form	100% sample is entered into Access Database	Data is gathered prior to stipend and entered. Aggregated monthly to analyze trends/patterns
Number of incidents of individual peers support/system navigation.	Recorded on the individual Peer Support Outcomes form SN Service Log and aggregated by PS Program Coordinator	100% sample is entered into Access Database	Form is completed by Peer Specialist at time of service, submitted and entered. Aggregated monthly to analyze trends/pattern
Number of formal planned support groups held. Number of participants attending support groups.	Data entered into PS Overall Data database. (Access)	100% sample of support groups held and attendance.	Data is gathered at time of the group, submitted to PS Program Coordinator, entered daily and aggregated monthly for trends/patterns
Number of outreach activities including speaking engagements and attendance at community festivals	Data submitted to PS Program Coordinator and entered into database.	100% sample of In Our Own Voice presentations and speaking engagements.	Data collected after completion of the activity, entered and aggregated monthly to analyze trends/patterns
Number of calls to the Peer Operated Warm Line. Total minutes of peer support on Peer Warm Line	Each call is documented on Warm Line Call Log form. Logs are entered into Warm Line Database.	100% sample of all calls to the Peer Operated Warm Line including length of call (in minutes)	Data from Warm Line Database is aggregated monthly and analyzed for significant trends/patterns