

## PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 11<sup>th</sup> 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, **LEXINGTON RESCUE MISSION** with offices located at 444 Glen Arvin Avenue, Lexington, Kentucky 40508, (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 Twenty-one Thousand Four Hundred and Forty and 00/100 Dollars (\$121,440)** 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 (1/8<sup>th</sup>) of which shall be payable in August 2017 or shortly thereafter upon receipt of an invoice, with one-eighth (1/8<sup>th</sup>) 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 16<sup>th</sup>, 2017, January 15<sup>th</sup>, 2018, April 16<sup>th</sup>, 2018, July 15<sup>th</sup>, 2018, October 15<sup>th</sup>, 2018, January 14<sup>th</sup>, 2019, and April 15<sup>th</sup>, 2019.**

**A two-year-end program report shall be submitted by July 15<sup>th</sup>, 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

LEXINGTON RESCUE MISSION

BY: \_\_\_\_\_  
Jim Gray, Mayor

BY: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Urban  
County Council

## Addendum

**Agency:** Lexington Rescue Mission

**Priority Area:** Community Wellness & Safety

**Program Name:** Breaking Chains

**LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding:** \$93,840 (\$46,920 per FY)

**Program Summary:** Lexington Rescue Mission is working to break this cycle of incarceration by partnering with the justice system and building relationships with inmates prior to their release, training them in the skills they need to be successful and providing support to help them make a successful transition back into our community. Our service philosophy is to develop individual transition plans in concert with the client, based upon their specific needs and personal goals. By taking this client-centered approach, we are able to build upon their intrinsic motivation and support them in their efforts to reach their full potential.

**Desired Outcomes for Clients:** Breaking Chains' goal is to reach out to those who are incarcerated and equip them with the skills they need to live healthy, productive lives in our community when they are released from a halfway house, jail, or prison. Our objective is to reduce the client recidivism rate – the re-arrest rate within two years – to 20 percent, less than half of the Kentucky state average. Short-term goals we will set with clients will focus on family reunification, stable employment and/or education, accountability, and obtaining housing. Long-term goals include active parental involvement with children, demonstrated by increasing time spent with them and participating in their education, maintaining a stable job for at least one year or continuing to pursue their education, continue meeting with their sponsor or mentor for support, and maintaining housing in one place for at least a year, paying toward rent or a mortgage.

**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.

<b># of Clients to be Served per year</b>	<b>Desired outcome for client</b> (from Question 5.1a.2)	<b>Service or activities to achieve goal</b> (from Question 5.1a.3)	<b>Unit of service, frequency, length</b> (from Question 5.1a.3)	<b>Measure of effectiveness</b> (from Question 5.1b.1)	<b>Sampling size and frequency</b> (from Question 5.1b.3)
100	Not re-offending within two years of release.	Meeting with a Case Manager to develop personal transition plan for reentry into the community.	One hour, every other week for at least 3 months.	The client is not arrested for a probation violation or a new infraction. This is tracked using the KOOL database.	Monthly, 33%
100	Active engagement with family and setting up child support payments (if applicable).	Meeting with a Case Manager to develop transition plan that includes goals for family reunification and steps to achieve the goals.	One hour, every other week for at least 3 months.	The client is meeting with their family and, if applicable, has set up child support payments.	Monthly, 33%
100	Employment in a non-temporary job or enrollment in a college or technical program.	Meeting with a Case Manager to develop transition plan that includes goals for employment or education and steps to achieve the goals.	One hour, every other week for at least 3 months.	The client is employed at a job that is not temporary or is enrolled in a college or technical program.	Monthly, 33%
100	Completion of six months to a year of accountability group such as AA or NA.	Meeting with a Case Manager to develop transition plan that includes goals for building a support network and steps to achieve the goals.	One hour, every other week for at least 3 months.	The client attends a support group for six months to a year. Meetings may be weekly or multiple times a week, based on their needs assessment and parole or probation requirements.	Monthly, 33%
100	Payment of rent or mortgage for their housing.	Meeting with a Case Manager to develop transition plan that includes goals for securing housing and steps to achieve the goals.	One hour, every other week for at least 3 months.	The client has obtained stable housing and is paying either rent or a mortgage.	Monthly, 33%

# Addendum

**Agency:** Lexington Rescue Mission

**Priority Area:** Food Insecurity & Nutritional Access

**Program Name:** Food Service

**LFUCG Extended Social Resource Grant Program FY18 Funding:** \$27,600 (\$13,800 per FY)

**Program Summary:** The Mission provides meals four days a week that are open to anyone but primarily serve food insecure members of the Georgetown Street neighborhood, where our Outreach Center is located. Since January, we have served 37,425 meals. Additionally, we offer guests bread, pastries, and fresh vegetables from our community garden to take home with them.

Lexington Rescue Mission provides a free, hot lunch for anyone who is hungry from 12:00 to 1:00 p.m. on Tuesdays, Wednesdays, Thursdays, and Saturdays at our Outreach Center. Additionally, we take sack breakfasts and lunches twice a week to day labor workers at Labor Works, located on Old Georgetown Street. We consider each of these meals a "unit of service." This year, we have provided 37,425 meals to the hungry.

**Desired Outcomes for Clients:** We desire our clients to have food security. Whether clients come to us for food or we deliver it to them, we introduce them to services that can help them become food secure. These services primarily include our walk-in hours and case management, but also include our transitional housing, employment services, and re-entry program. By connecting clients with these services that can help them get back on their feet, we are able to ensure they can provide for themselves and their families in the future.

**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.

<b># of Clients to be Served per year</b>	<b>Desired outcome for client</b> (from Question 5.1a.2)	<b>Service or activities to achieve goal</b> (from Question 5.1a.3)	<b>Unit of service, frequency, length</b> (from Question 5.1a.3)	<b>Measure of effectiveness</b> (from Question 5.1b.1)	<b>Sampling size and frequency</b> (from Question 5.1b.3)
25	Financial Stability	Food services, walk-in hours, case management	Lunch service is available one hour, four times a week, walk-in hours available two hours, three days a week, and case management available by appointment once a week.	Two-thirds of case management clients express confidence in ability to pay monthly bills three months after their last case management visit	85% of clients who participate in case management, quarterly
6000	Number of meals skipped per month decreased	Food services	Lunch service available one hour per day, four times a week	Number of meals skipped per month decreases by half	100 clients will be surveyed every six months
1000	Guests access another Lexington Rescue Mission service after accessing food service	May attend resource counseling, financial assistance, health clinic, temporary employment placement, support group attendance, and case management	Walk-in hours are two hours, three days a week, financial assistance is by appointment once per year, health clinic is two hours once a week, job placement is daily, support group is once a week for three hours, and case management is once a week by appointment.	Client accesses at least one additional service	100 clients will be surveyed every six months, and reports on all active clients will be produced monthly utilizing H.E.A.R.T. Online.
6000	Guests report full access to nutritious food	Food services	Lunch service available one hour per day, four times a week.	Guests report full access to nutritious food	100 clients will be surveyed every six months