

## 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, **BABY HEALTH SERVICE, INC.** with offices located at 1590 Harrodsburg Road, Lexington, Kentucky 40504, (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 **Seventy-seven Thousand, Two Hundred Eighty and 00/100 Dollars (\$77,280)** 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:

Baby Health Service, Inc.  
1590 Harrodsburg Rd.  
Lexington, KY 40504  
Attn: Jennifer Greer

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

Baby Health Service, Inc.

BY:

  
\_\_\_\_\_  
Jim Gray, Mayor

BY:

  
\_\_\_\_\_  
Title: BHS Board President

ATTEST:

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

## Addendum

**Agency:** Baby Health Service, Inc.

**Priority Area:** Community Wellness & Safety

**Program Name:** BHS Clinic – Medicine, Hearing, Vision & Dental Services

**LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding:** \$77,280 (\$38,640 per FY)

**Program Summary:** Baby Health Service (BHS) is the only completely free healthcare clinic in Fayette County that treats uninsured children from birth through age 17. According to the U.S. Census Bureau, 4.2% of Kentucky's children don't have health insurance. The Centers for Medicare and Medicaid Services are creating a new plan for Kentucky Medicaid and if Governor Bevin cannot come to an agreement with them, 430,000 Kentuckians may lose their coverage. Until this under-served population can obtain health insurance through the state/federal system or private companies, BHS clinic is where they can go.

**Desired Outcomes for Clients:** BHS hopes to continue to provide quality healthcare that is patient centered and respectful of each child and family, regardless of race, religion or nationality. We hope to provide each child with 1) preventative and primary health care free of charge, 2) immunizations free of charge, 3) appropriate medications free of charge, 4) labs and x-rays as needed free of charge, 5) services and counseling to help reduce the BMI of our obese patients and 6) basic dental exams and cleanings.

One of our goals is to continue to aid in the reduction of childhood obesity rates in Fayette County through education, counseling, and tracking of patients with high BMIs. Children with an overweight diagnosis (BMI > 85%) get enrolled in the "Stars" program, which includes: monthly visit for labs and weight check, pedometer check, \$10 fruit and vegetable voucher to Save-A-Lot, and portion control discussion with the Nurse Practitioner. In 2015, 150 children with BMI's over 85% were seen, counseled and monitored.

Our service philosophy is to continue to provide each child and family with educational information regarding the CDC immunization schedules, developmental milestones and health maintenance of their children, as well as providing immunizations, medications, labs, x-rays, and dental care as needed to our patients free of charge.

Each of these individuals are able to help in assisting the health and well-being of the children who come to the BHS clinic.

**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 (from Question 5.1a.2)</b>	<b>Service or activities to achieve goal (from Question 5.1a.3)</b>	<b>Unit of service, frequency, length (from Question 5.1a.3)</b>	<b>Measure of effectiveness (from Question 5.1b.1)</b>	<b>Sampling size and frequency (from Question 5.1b.3)</b>
2500	Preventative and primary health care provided free of charge	Preventative and primary healthcare available in BHS clinic	At any time for patients from birth through 17 years of age	BHS clinic staff maintains a daily visit log and updates patient's charts with each visit.	All children and adolescents receiving care at BHS clinic are included in the sampling. Data is collected daily and tabulated for monthly and annual totals.
1700	Immunizations provided to meet the needs of our patients	Immunizations administered for eligible children and adolescents in BHS clinic	At any time for patients from birth through 17 years of age	BHS clinic staff maintains a daily visit log and updates patient's charts with each visit.	All children and adolescents receiving care at BHS clinic are included in the sampling. Data is collected daily and tabulated for monthly and annual totals.
1800	Medications prescribed and provided to meet the needs of our patients for primary and preventative healthcare	Medications administered for eligible children and adolescents in BHS clinic	At any time for patients from birth through 17 years of age	BHS clinic staff maintains a daily visit log and updates patient's charts with each visit.	All children and adolescents receiving care at BHS clinic are included in the sampling. Data is collected daily and tabulated for monthly and annual totals.
220	Labs and x-rays provided as indicated to care for our patients	Labs and x-rays preformed for eligible children and adolescents in BHS clinic or with one of our partner providers	At any time for patients from birth through 17 years of age	BHS clinic staff maintains a daily visit log and updates patient's charts with each visit.	All children and adolescents receiving care at BHS clinic are included in the sampling. Data is collected daily and tabulated for monthly and annual totals.
250	Services and counseling provided to help reduce BMI of the obese patients	Services to help reduce childhood obesity	At any time for patients from birth through 17 years of age	BHS clinic staff maintains a daily visit log and updates patient's charts with each visit.	All children and adolescents receiving care at BHS clinic are included in the sampling. Data is collected daily and tabulated for monthly and annual totals.
250	Sending patients to our partners for basic dental exams and cleanings	Partnering with dental care providers and assisting with scheduling of appointments.	At any time for patients from birth through 17 years of age	BHS clinic staff maintains a daily visit log and updates patient's charts with each visit.	All children and adolescents receiving care at BHS clinic are included in the sampling. Data is collected daily and tabulated for monthly and annual totals.