

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2014, 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 SALVATION ARMY** with offices located at 736 West Main Street, 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, 2014**, 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 **Three Hundred Ninety Two Thousand Five Hundred Dollars (\$392,500.00)** 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 (1/4<sup>th</sup>) of which shall be payable in July 2014 or shortly thereafter upon receipt of an invoice, with one-fourth (1/4<sup>th</sup>) 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 10<sup>th</sup>, January 9<sup>th</sup>, and April 10<sup>th</sup>. A year-end program report shall be submitted by July 10<sup>th</sup>. 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:

The Salvation Army  
440 West Nyack Road  
West Nyack, NY 10994

Attn: Thomas A. Schenk, Secretary

For Government:

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

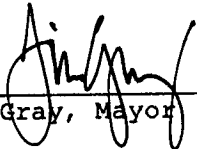
Attn: Beth Mills, Commissioner  
Department of Social Services

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

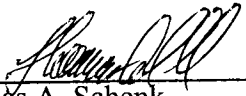
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

THE SALVATION ARMY

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


  
Jim Gray, Mayor

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

  
Thomas A. Schenk

Title: Secretary

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:** The Salvation Army

**Program Name:** Emergency Homeless Shelter & Transitional Living Program

**LFUCG Partner Agency Program Funding:** \$332,500

**Program Summary:** The Salvation Army's Emergency Homeless Shelter and Transitional Living Center program serves single women without children and single women with minor children who are homeless. Many of the women who come to The Salvation Army in emergency situations are also dealing with multiple issues / barriers including, but not limited to: lack of employable skills; limited education; poor problem solving skills; childcare; transportation or resources. We are open 24 hours a day, 7 days a week serving over 1,300 homeless residents a year. Our solution-driven program combats homelessness by providing the comprehensive services needed to acquire the skills, knowledge and behaviors to achieve self-sufficiency and independence. These comprehensive services include: basic needs such as food, clothing & shelter; case management; medical care; life skills classes; educational childcare; mental health services; job skills/readiness training; transportation; medical care, and other services. Plans for helping a person achieve the highest level of independence starts with case management at intake. Case managers/social workers work with clients to develop an individualized case plan; meet with clients weekly to implement, assess progress, locate and access resources. Life Skills/Education classes on topics such as money management and budgeting; interviewing; resumes; computers; parenting; and health issues are provided 3-4 days per week. The Salvation Army's Emergency Homeless Shelter & Transitional Living Center is the only program in Lexington which provides these services at a single on-site facility for this population.

**Long-Term Program Goals:** The immediate goal of our comprehensive Emergency Homeless Shelter and Transitional Living Center program is to combat homelessness by providing homeless single women without children and single women with minor children with shelter, food, and basic needs. The long-term goal is to provide the tools and resources so homeless residents can reach their highest level of independence and self-sufficiency and return to the community.

ACTIVITIES	OUTPUTS	OUTCOMES
<p>Homeless single women without children and single women with minor children are provided safe shelter from the rain, wind, heat and cold.</p> <p>Residents will receive 3 nutritional meals a day while staying at the Emergency Homeless Shelter and Transitional Living Center.</p>	<p>1,300-1,500 homeless single women without children and single women with minor children will be provided at least 42,000 nights of lodging/days of care.</p> <p>1,300-1,500 residents of the shelter will be provided meals while in the program. More than 120,000 meals will be provided.</p>	<p>1,300-1,500 single women without children and single women with minor children will have a safe, clean place to stay.</p> <p>1,300-1,500 single women without children and single women with minor children will have a safe, clean place to stay, and immediate needs such as food met.</p>
<p>Case Management- Intake, assessment, Individualized Case Action Plans, Discharge Plans. Residents meet weekly with case manager to track progress towards self-sufficiency and assist with additional resources as needed.</p>	<p>900-1,100 homeless single women without children and single women with minor children will be provided individualized case management (some may leave over the weekend before seeing a case manager).</p>	<p>450-600 Residents will obtain suitable housing as outlined in their individualized action plan by their case manager.</p>
<p>Life Skills Education Classes are offered to those requiring it on topics such as but not limited to: Financial Literacy, Budget and Personal Finance, Job Readiness, Interviewing Techniques, Resumes, &amp; Parenting Skills.</p>	<p>500-700 Adult homeless residents will participate in Life Skills Classes. A minimum of 200 classes will be offered to help each individual develop the skills needed to achieve self-sufficiency.</p>	<p>400-500 Adult homeless residents appropriate for employment or eligible for State/Federal Aid will acquire, maintain, or increase their income while in the program.</p>
<p>Case Managers will enroll school aged children in school by working with school social workers and The Fayette Co. Homeless Student Liaison to obtain immunization records, birth certificates, and school supplies.</p>	<p>150 School aged children will be provided individualized case management. *Varies with family size, age of children, and applies to those staying &gt;1 week.</p>	<p>150 School aged children residing at the Shelter will be enrolled in school. *Varies with family size, age of children, and applies to those staying &gt;1 week.</p>

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
1,300-1,500 Residents will have been recorded as being provided shelter, care, food, and basic needs met with 42,000 nights of lodging/days of care provided.	Daily Census recorded by the Lodge staff, and entered into a statistical database.	Simple- A daily census is recorded by the Lodge staff.	Daily shelter census is recorded by the Lodge receptionist and tallied by the Director of Residential Services.
1,300-1,500 single women without children and single women with minor children will have been provided a minimum of 120,000 meals while staying at the shelter.	Daily Census recorded by the Lodge staff.	Simple- A daily census is recorded by the Lodge staff.	Daily shelter census is recorded by the Lodge receptionist and tallied by the Director of Residential Services.
500-700 Residents requiring Life Skills Classes as part of their Individualized Action Plan, will attend classes or be enrolled in a job readiness/skills training and/or program.	Life Skills/education coordinators records, employment training partners (OWL, vocational rehabilitation, etc...), and/or case managers statistics compiled and reviewed by the case manager supervisor monthly.	Simple- Attendance Records on all that attend training and classes are recorded.	Attendance is taken at all Life-Skills Classes and trainings. Class coordinators document attendance and the class offered. Monthly and annual reports are compiled.
400-500 Residents appropriate for employment or eligible State/Federal Aid will acquire, maintain or increase their income while in the program	Case management Records	Simple- Case managers document weekly meetings and exit interviews.	Progress as recorded by the Case Manager and compiled by the Case Manager Supervisor monthly and annually.
150 School aged children will be enrolled in school.	Case Management Records	Simple- Case managers document weekly meetings, and contacts with Fayette Co. schools.	Case management records and Case Manager Supervisor's monthly and annual records.

## Addendum

**Agency:** The Salvation Army

**Program Name:** Youth Development Program

**LFUCG Partner Agency Program Funding:** \$60,000

**Program Summary:** The Salvation Army's Youth Development Program serves the financially disadvantaged and homeless school aged youth through a variety of educational, recreational, and wellness services. Our programs will serve approximately 450 Fayette County youth from ages 5-18, and is open during the school year and summer. These programs are intended to help build self-esteem; promote healthy lifestyles; improve classroom performance; encourage personal responsibility, and remove barriers to help empower children to succeed in school and sets the stage for them to become self-sufficient productive adults.

**Long-Term Program Goals:** To enable all young people, especially the homeless, disadvantaged, and at-risk youth that need us most to reach their full potential as productive, caring, and responsible citizens.

ACTIVITIES	OUTPUTS	OUTCOMES
<p>Education, Tutoring, Homework Help, &amp; Technology Center: Tutoring and Homework help is available from Certified Fayette County Teachers, Staff, and Volunteers. Children develop a daily habit of completing homework and strengthen math and reading skills. To improve reading and math proficiency, we use The Lexia and Reading Program, AAA Math, and/or Quarter Mile Math.</p>	<p>300 Computer sessions; 120 Sessions of Quarter Mile Math or Triple AAA Math; 100 Sessions of Lexia Reading Program or other reading activity will be provided to youth. 700 hours of tutoring and homework help will be provided to youth.</p>	<p>85% of parents will report their child will improve or maintain good grades. 90% of students will show improvement on site word post test.</p>
<p>Life/Social Skills- Activities promoting healthy lifestyles which also address risky behaviors. Staff will provide supervision and award recognition for students demonstrating caring behaviors toward others, including those different from themselves.</p>	<p>75 youth will participate in 40 life-skills sessions of educational &amp; enriching programming.</p>	<p>Youth will develop good character by demonstrating caring behaviors towards others, including those who are different from themselves through a variety of enrichment activities. 90% will receive award/recognition.</p>
<p>Health &amp; Wellness enrichment includes structured &amp; unstructured physical activities which also include a nutritional and wellness component to address risky behaviors and encourage caring behaviors towards others.</p>	<p>325 youth will participate in 700 structured/unstructured physical activity sessions.</p>	<p>85% Youth will increase their understanding of nutrition, health, wellness, and the importance of making smart choices to promote a non-risky behavior.</p>

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
<p>90% of students given Grade appropriate Pre &amp; Post tests will progress based off the Dolch Sight Words List. 85% of parents who return a survey will indicate the program helped their child with homework, improved and/or maintained good grades.</p>	<p>Dolch Sight Words List Parent Surveys</p>	<p>Simple- Children are given grade appropriate pre &amp; post test evaluations, &amp; Parents are given surveys to evaluate their child's school performance.</p>	<p>Pre-testing will be given in the fall; Post-testing will be given in the Spring. Results will be compiled by the Program Director &amp; staff. Parent Surveys are given twice a year: After the 1st school semester; and again in the Spring.</p>
<p>90% of youth attending youth development programming will be awarded recognition for his/her caring behavior towards others.</p>	<p>Club Bucks, positive parent notification slips, emblems/recognition, and certificates</p>	<p>Simple- Children earn various forms of certificates and award recognition when staff observe outstanding behavior in the areas of leadership, responsibility, excellence, or caring towards others.</p>	<p>Various forms of recognition are given throughout the year, recorded and compiled in the fall and spring.</p>
<p>Health and Wellness grade appropriate Pre &amp; Post tests given to all participants.</p>	<p>Pre &amp; Post Tests</p>	<p>Simple- Children are given grade appropriate pre &amp; post test evaluations.</p>	<p>Pre-testing will be given in the fall; Post-testing will be given in the Spring. Results will be compiled by the Program Director &amp; staff.</p>