

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2016, 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 Nest - Center for Women, Children & Families** with offices located at 530 North Limestone, 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, 2016**, 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 **Seventy-One Thousand, Five Hundred Dollars (\$71,500)** 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 2016 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 14th, 2016, January 13th, 2017 and April 14th, 2017. A year-end program report shall be submitted by July 14th, 2017. 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:

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

THE NEST - CENTER FOR WOMEN,
CHILDREN & FAMILIES

BY: _____
Jim Gray, Mayor

BY: _____
Title: _____

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 Nest - Center for Women, Children & Families

Program Name: Child Care Program

LFUCG Extended Social Resource Grant Program FY17 Funding: \$54,000

Program Summary: Annually The Nest provides 25,000 hours of high-quality early childhood education to approximately 150 at risk children birth, through age five.

The Nest is the only program in Lexington and one of the few in the country that recognizes the importance of supporting struggling families by offering FREE high quality childcare. Monday through Friday we provide a 3-STAR quality state rated environment, degreed teachers and a literature based curriculum to help guide children toward Kindergarten readiness.

Our Program provides two types of care; Respite and Long-term. Our Respite Care is offered free of charge to families who fall below 133% of Federal Poverty Guideline (FPG). While parents are dealing with immediate needs such as job hunting, attending court, classes or an appointment, their children have access to a high-quality learning center. Many of these children would not be seen by degreed teachers so those that attend the center more than 5 times are screened and "red flags" in development are addressed. Our long term care is offered to families who are attending school or working but are unable to afford the high rate of other child care centers. We offer an opportunity for early childhood education on a sliding scale, giving them access to high quality care at a rate they can afford.

Our goals include preventing child abuse, providing access to safe affordable high quality care and serving as early detectors for children to reach developmental milestones, allowing them to enter school at the same level of their peers.

Long-Term Program Goals: Our long term goal is to provide access to High-Quality Early Childhood education to at risk children from families who are in need of support system. These families include but are not limited to:

- Single Parents
- Grandparents or other family members who have become a primary caregiver
- Families who have experienced abuse
- Families at the low-end of the socio-economic spectrum

Ultimately this will prepare children for school, encourage a love of learning and reduce the stress of our families.

ACTIVITIES	OUTPUTS	OUTCOMES
Provide high quality early childhood education in a safe stimulating environment	150 children will attend The Nest Child Care Program	100% of children participating will be exposed to a safe environment and stimulating activities.
Carry out lesson plans from a Literature-Based Curriculum that promote kindergarten readiness and age appropriate practices.	Teachers will complete a developmental checklist assessment on long-term children (those attending more than 5 times).	90% of long-term children will be assessed.
Red Flags in development will be addressed	Children who demonstrate red flags in development during assessment will be addressed by staff or referred to an appropriate agency	100% of children displaying "red-flags" in development will receive early intervention services.
Parents will be given the opportunity to participate in their child's learning experience (conferences, classroom activities, family nights, etc.)	40 parents will be asked to participate in a classroom activity	80% of parents invited will participate in an activity
Nutritious meals will be served for breakfast, lunch and snack.	Over 8,000 nutritious meals will be served	100% of children attending will be exposed to healthy meals and snacks

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Children who will have access to attend a high-quality child care center.	Monthly data collection on an excel spreadsheet	All children who attend The Nest Child Care Program	Daily stats kept and monthly reports issued
Children will achieve age appropriate developmental milestones.	Checklist adapted from: The American Academy of Pediatrics: Caring for Your Baby and Young Child Birth to Age 5: The Complete and Authoritative Guide.	Long- term children (those who attend more than five times)	Checklist are completed after a child has attended more than five times or if a delay is suspected
Parents/Caregivers will be able to deal with immediate family needs.	The Nest Child Care Program Intake Forms	Families who use our Free Respite Service	Information will be gathered during initial paper work and updated as needed when respite care is scheduled.
Parents will report positive benefits from their child's time at The Nest	Family Feedback Survey	Available to all families who attend	Survey conducted at the beginning of our fiscal year

Addendum

Agency: The Nest - Center for Women, Children & Families

Program Name: Crisis Care Program

LFUCG Extended Social Resource Grant Program FY17 Funding: \$7,500

Program Summary: The Crisis Care program is designed to provide support to women, men, and families in crisis by providing temporary relief of emergency basic human needs. Clients come in and meet with our staff, who can guide them through the assistance needed to increase their capacity to resolve their current situation. We do this by providing information, exploring resources for them, outlining steps necessary for resolution, making calls on their behalf and providing tangible items such as, diapers, formula, toiletries, clothing and household cleaning supplies. Monday through Friday clients are able to access these services free of charge. Ninety five percent of the families we serve come from Fayette County (approximately 1,900), with the remaining five percent from surrounding counties.

We target families from the lowest end of the economic spectrum, many who suffer from generational poverty and need the support that Crisis Care can provide as they struggle to move toward family stability. We are located in the impoverished 40508 zip code where the median household income is \$20,412, which is significantly lower than US median household income of \$53,046. The majority of our clients earn far less than that amount. This area greatly benefits from our services because we are centrally located and Crisis Care becomes a gateway to our services and other referral services in this area. Our goal is to benefit clients by helping them maintain a livable and sustainable quality of life.

Long-Term Program Goals: Our long term goal is to eliminate stress and meet our client families basic human emergency needs by providing; tangible items, guidance, education and support to lead families toward self-sufficiency.

ACTIVITIES	OUTPUTS	OUTCOMES
Clients will be interviewed to ascertain their immediate needs.	4,000 client families	100 percent of all clients will have their needs assessed.
Crisis Care will meet the majority of client families' basic human needs.	4,000 potential clients	80 percent of 4,000 potential client families will report their needs are being met.
Referrals given to families to outside agencies and organizations.	4,000 potential clients	80 percent of 4,000 potential client families will be given appropriate referrals to outside agencies
A survey measuring clients satisfaction	4,0000	100% of our clients will respond that the services they received were beneficial

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Surveys will be given to all participants interviewed by Crisis Care indicating stress levels, if requested needs have been met and other programs they would like to see from the program.	Likert scale survey	Simple	Each time client family interviewed and/or information is updated
Clients will be interviewed to ascertain their immediate needs.	Client Intake Forms	All Clients who are seen by Crisis Care	Upon initial intake and updated each visit
Crisis Care will meet the majority of client families' basic human needs.	Monthly statistical data Likert Scale survey	All families who receive services	Monthly Reports
Referrals given to families to outside agencies and organizations.	Anecdotal notes on case summary	All families who ask for referrals	Monthly Reports

Addendum

Agency: The Nest - Center for Women, Children & Families

Program Name: Domestic Violence Services Program

LFUCG Extended Social Resource Grant Program FY17 Funding: \$10,000

Program Summary: The Domestic Violence Program served over 1,000 clients providing counseling, legal advocacy and support services to victims of domestic violence in Fayette County. Among these services, we are attempting to respond to an increase in the number of Hispanic clients seeking assistance. We provide legal advocacy and representation to clients seeking a Domestic Violence Order of Protection. We attend the domestic violence dockets in the Fayette County court system, which occurs four days a week. We have an ongoing support group, Entre Amigas, for Hispanic clients that meets on a weekly basis. We have a Bilingual Licensed Clinical Social Worker that is able to provide assessments and ongoing counseling for clients as well. The counseling services are available to clients three days a week. All of the services provided are free of charge. We will connect these clients to other services within the organization such as our Crisis Care and Child Care Departments. We will also connect clients to resources in the community by bridging the communication barrier that may have prevented them from receiving necessary services in the past. Our goal is to be able to provide an expanded list of services to 100 Hispanic Fayette County residents per year. These services meet the mission of LFUCG funding by providing mental health services, education and support in order to prevent further violence from occurring in the home.

Long-Term Program Goals: To serve Hispanic victims of violence by providing counseling, education and support.

ACTIVITIES	OUTPUTS	OUTCOMES
Individual Assessment of Need	One time per week approximately 100 clients per year	100% of Hispanic clients calling will have access to our services.
Court Advocacy	An advocate will attend the Fayette County domestic violence docket four days per week serving 100 clients per year	100% of the Hispanic clients requesting advocacy will receive it.
Ongoing Counseling &/or "Entre Amigas" Support Group	Counseling or group one time per week reaching 60 clients per year	60% of the Hispanic clients will attend counseling or support group

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Attendance	Maintain attendance records for group and counseling notes for individuals	Simple	Every session
Acknowledgment of satisfaction with services based on our pre- and post- survey.	Likert satisfaction report with five to ten questions	Simple	The beginning and end of services