

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, **New Beginnings, Bluegrass, Inc.** with offices located at 3131 Custer Drive, Suite 9, Lexington, Kentucky 40517, (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 **One Hundred, Sixteen Thousand Two Hundred and Forty Dollars (\$116,240)** 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

NEW BEGINNINGS, BLUEGRASS, INC

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: New Beginnings, Bluegrass, Inc.

Program Name: Outreach Service Program

LFUCG Extended Social Resource Grant Program FY17 Funding: \$53,460

Program Summary: The goal of our Outreach Service Program is to provide recovery-focused housing supports to persons with serious mental illness (SMI). We utilize the principles of the evidence-based practice of Permanent Supportive Housing (PSH) that couples independent housing with the provision of community-based services.

Our agency currently has a lengthy waiting list and this expansion will allow us to assist 30 Fayette County residents by funding a full-time Outreach Worker. Within a week of starting the program, our Outreach Worker will meet with participants in the community to help identify housing options and develop individualized program goals. We will provide weekly contacts to assist with accessing needed items and services such as start-up household furnishings, rent subsidy programs, food stamps, and healthcare.

This program gives priority to individuals who are transitioning from a higher level of care, such as a hospital, personal care home, or jail, to community living. During this step-down process, some individuals will require intensive supports as they develop independent living skills. In order to meet this need, funds will be used to operate a transitional housing unit where daily supports will be offered to help ensure successful transitions from institutional life. As soon as participants determine they're ready to graduate to independent housing, we will help them get established in their own apartments.

Attention will be given to the individual needs of program participants to ensure the appropriate level of continuing services are available to those who need ongoing care.

Long-Term Program Goals:

- Assist individuals with serious mental illness with obtaining safe, affordable permanent housing in the community.
- Assist individuals who are residing in institutions such as hospitals or personal care homes with obtaining integrated, independent housing in the community.
- Assist individuals with developing or re-learning independent living skills necessary to maintain tenure in the community.

ACTIVITIES	OUTPUTS	OUTCOMES
Outreach Services	30 potential participants will be identified and screened for enrollment in the Outreach Program.	24 individuals who meet program criteria will receive outreach services and supports.
Housing Assistance	24 individuals will be assisted with exploring housing options in the community and screened to determine qualification for various housing subsidy programs.	18 program participants (75%) will secure permanent housing within 6 months of program entry.
Supportive Services	24 participants will develop individualized recovery goals with their Outreach Worker.	75% of individuals in the program will identify and show progress toward achievement of a self-identified goal within 3 months of program entry.
Transitional Housing Services	5 individuals will step down from a higher level of care (hospital or personal care home) to transitional housing with daily supports in the community.	80% of individuals (4) will successfully move from a hospital or personal care home to transitional housing with intensive supports and on to independent housing in the community.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Number of participants receiving screening and beginning services within 7 days.	Documentation of contact in New Beginnings' resident records.	100% sample	Data collected at occurrence.
Number of participants screened that obtain housing in the community.	Documentation of secured housing in New Beginnings' resident records.	100% sample	Data collected at occurrence.
Number of participants receiving 2 or more contacts per week.	Documentation of contacts and goal progress in New Beginnings' resident records.	100% sample	Data collected monthly.
Number of participants who enter our program after leaving a higher level of care.	Documentation of housing at program entry in New Beginnings' resident records.	100% sample	Data collected monthly.

Addendum

Agency: New Beginnings, Bluegrass, Inc., Lead Agency
NAMI Lexington, Collaborating Agency

Program Name: Whole Health Improvement Program (WHIP)

LFUCG Extended Social Resource Grant Program FY17 Funding: \$62,780

Program Summary: New Beginnings and NAMI Lexington plan to operate a Whole Health Improvement Program (WHIP) that will offer healthcare supports to individuals residing in New Beginnings staffed residences and to others in the community, primarily at Participation Station, Kentucky's model peer operated center. This innovative program will utilize the services of a masters level professional to coordinate the program, a nurse, and Whole Health Advocates (WHA) to provide individualized supports and mentoring to program participants.

New Beginnings will employ a part-time Program Director to oversee the WHIP, a part-time nurse to create individualized wellness plans that promote whole health wellness, and a full-time WHA to provide access to quality health care in the community. Persons with SMI who reside in New Beginnings residential housing program will be given priority to these services but other individuals in the community will also be served. Weekly home visits by the team will include services such as healthcare screenings, health education, assistance with healthcare system navigation, oversight of medication adherence, and other individualized supports as identified.

NAMI Lexington will employ part-time WHAs who are certified as Kentucky Peer Specialists. These staff will provide one-on-one peer mentoring with New Beginnings program participants and hold community events that are open to the general public at Participation Station including health education forums and whole health related courses. The public forums will be offered monthly and will cover topics such as medication management, healthy eating and menu planning, diabetes management, and smoking cessation. The forums will be facilitated by the Kentucky Peer Specialists, but will include guest presenters from the community such as Genoa Pharmacy, the Bluegrass Community Health Center, and the Fayette County Health Department. The WHAs will also lead weekly courses that cover topics such as physical activity and healthcare awareness.

Long-Term Program Goals: The overarching program goal for the Whole Health Improvement Program is to decrease the discrepancy that exists between healthcare for individuals with a serious mental illness and that of the general public.

Individual Long-Term Program Goals include:

1. Increased physical activity for individuals with serious mental illness in the Lexington/Fayette County area.
2. Improved medication adherence for individuals with serious mental illness in the Lexington/Fayette County area.
3. Improved use of available healthcare for individuals with serious mental illness in the Lexington/Fayette County area.
4. Increased confidence in illness management skills for individuals with serious mental illness in the Lexington/Fayette County area.

ACTIVITIES	OUTPUTS	OUTCOMES
Wellness Screenings	15 individuals will receive wellness screenings.	Improved medical healthcare through early identification as measured by regular healthcare appointments.
Individual Medication Adherence Support	6 individuals will receive daily monitoring of medication adherence.	Increased understanding of medications and their side effects as evidenced by self-report form completed by participant each month.
Individualized Health Improvement Plan	15 individuals from New Beginnings will have health plans developed and receive weekly contacts.	Consistent documented progress toward achievement of personal health goals.
Physical Activity Groups	Weekly physical activity groups will be held at Participation Station and 50 individuals will be served.	Better physical health through increased activity as evidenced by self-report.
Healthcare Education Forums	Monthly public forums addressing health related issues pertinent to individuals with serious mental illness will be held at Participation Station. 50 participants will be served.	Increased self-care skills as evidenced by self-report.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Number of health screenings provided. All participating individuals have current health screening in their record.	WHIP Health Status form	100% sample by record review.	Reviews conducted quarterly.
Number of incidents of medication discrepancies for individuals living in supervised residences.	New Beginning Incident Form - Medication Discrepancies	100% sample.	Data entered into Incident Report Database and aggregated monthly/quarterly to determine trends or patterns.
Number of health goals achieved from Personal Health Plans.	WHIP Personal Health Plan	100% sample by record review.	Goals reviewed with individual at weekly contacts with WHA. Overall goal achievement reviewed quarterly and tallied by WHA for aggregation.
Number of individuals reporting increased activity levels from weekly activity groups.	WHIP Activity Group Evaluation form administered after each session.	100% sample from participants in weekly WHIP Activity groups.	Data entered after each session and aggregated quarterly for review of trends or patterns.
Number of individuals reporting increased healthcare management skills from WHIP Health Education Forums.	WHIP Health Education Forum Evaluation forum administered after each session.	100% sample from participants in monthly WHIP Health Education Forum.	Data entered after each session and aggregated quarterly for review of trends or patterns.