

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2012, 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, **HOPE CENTER** with offices located at P.O. Box 6 (360 West Loudon Ave)., Lexington, Kentucky 40588, (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, 2012**, 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 **Six Hundred Sixty Six Thousand Dollars (\$666,000.00)** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by refer-

ence, one-fourth (1/4<sup>th</sup>) of which shall be payable in July 2012 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 10<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. In an effort to leverage private dollars, the

Organization may transfer funds designated for the Women's Clinic to the Emergency Shelter (also included in the Addendum) upon submission of quarterly reports demonstrating that an equal amount of private dollars have been secured for the Women's Clinic. 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. Such report and statements shall be submitted no later than July 31, 2013 for the FY 2013.

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: 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

HOPE CENTER

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**

### **Recovery Program for Men (Program 1 of 4 Funded)**

**Agency:** Hope Center, Inc.

**Program Name:** Hope Center Recovery Program for Men

**LFUCG Partner Agency Program Funding:** \$97,750

**Program Summary:** At the Hope Center, 48% of men either enter the facility through its detoxification unit or self report addiction. The men's program began in August, 1996. The program generally takes six months or longer to complete. It features a detoxification unit for those who are under the influence when they arrive; a Motivational Track, which requires clients to demonstrate their commitment to entering the program by attending classes and AA or NA meetings for two weeks or longer; a Phase 1 in which the men devote their entire time to learning about addiction, the principles of recovery, the twelve steps and how to plan and live a life free from drugs and alcohol; and a Phase 2 in which the men begin the process of seeking employment and housing outside the facility. The peer-driven program is progressive in nature and relies on a set of incentives as each client progresses. It tolerates no usage of drugs or alcohol, and it emphasizes personal responsibility and mutual accountability.

In 2011, 652 men entered detox services, 1,049 entered the Motivational Track, 210 entered the Recover program, 40,035 nights of lodging were provided at the Privett Center, and 120,105 meals were provided at the Privett Center.

**Long-Term Program Goals:** The long-term program goal is to reduce homelessness in Fayette County.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Program Coordinator	Day-to-day program management, coordination with community and agency partners, coordination of volunteer activities, maintenance of existing staff levels, coordination of ongoing training and other staff support needs.	Provision of ongoing supervision and support to 31 staff and volunteers; ongoing coordination with all community partners.	<b>1. Consistent ongoing day-to-day management of the program, including consistent procedures and clear communication to participants.</b>
Program staff and volunteers	Provision of detoxification unit for those who are under the influence when they arrive; a Motivational Track, which requires clients to demonstrate their commitment to entering the program by attending classes and AA or NA meetings for two weeks or longer; a Phase 1 in which the men devote their entire time to learning about addiction, the principles of recovery, the twelve steps and how to plan and live a life free from drugs and alcohol; and a Phase 2 in which the men begin the process of seeking employment and housing outside the facility	Provision of detox for 652 men, Motivational Track services for 1,049, and Recovery Program for 210,	<b>2. Capacity to provide the Recovery Program for Men, thus promoting and supporting recovery, including employment and housing.</b>

Program resources such as food, housing, program supplies, facilities	Provision of human needs and recovery supports, including lodging, meals, classrooms, Recovery Dynamics and other educational and recovery supplies	Provision of 40,035 nights of lodging and 120,105 meals for Recovery Program participants; provision of orientation packets and program materials to all participants.	<b>3. Capacity to provide the supports needed to enable men to achieve recovery.</b>
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<b>INDICATOR</b>	<b>MEASUREMENT TOOL/APPROACH</b>	<b>SAMPLING STRATEGY &amp; SIZE</b>	<b>FREQUENCY &amp; SCHEDULE OF DATA COLLECTION</b>
Satisfactory program management	Documented issues, problems or grievances from clients	All Hope Center Recovery Program for Men employees and participants	Reported weekly as part of ongoing Hope Center management team meetings, with written documentation available.
Continued availability of program resources for all aspects of the continuum of recovery	Number of units of services provided; detox, Motivational, Recovery, nights of lodging, meals provided.	All Recovery Program for Men participants.	Reported weekly as part of ongoing Hope Center management team meetings, with written documentation available.
Sobriety during program and at follow-up	Random drug testing during program; self-report	All Recovery Program for Men participants who have entered the Recovery phase of the program	Testing is weekly so each client is randomly tested once per month; reported at baseline, 6- and 8- month follow-up; and used in daily program management.

## **Addendum**

### **Women's Health Clinic (Program 2 of 4 Funded)**

**Agency:** Hope Center, Inc.

**Program Name:** Women's Health Clinic

**LFUCG Partner Agency Program Funding:** \$70,023

**Program Summary:** The Hope Center Women's Health Clinic provides health assessments, immunizations, treatment of acute illnesses, referral for HIV/AIDS rapid screening, education, and coordination/integration of health care with other programs and health care providers. The Hope Center Recovery Program for Women has a full-time nurse practitioner who treats clients at the Women's Recovery Center. The Nurse Practitioner also provides education about health care issues, thereby helping to prevent other health problems in the future. In 2011, there were 245 women served at the Clinic through 510 visits. 787 women received health education classes, and 195 were referred to outside agencies for assistance.

**Long-Term Program Goals:** The long-term program goal of the Women's Health Clinic is to continue to be able to provide health services to homeless adult women in Fayette County which will lead to reduced homelessness.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Program Coordinator	Day-to-day program management, coordination with community and agency partners, coordination of volunteer activities, maintenance of existing staff levels, coordination of ongoing training and other staff support needs.	Provision of ongoing supervision and support to 1 staff member and volunteers; ongoing coordination with all community partners.	<b>1. Consistent ongoing day-to-day management of the program, including consistent procedures and clear communication to participants.</b>
Licensed Nurse Practitioner	Provision of Women's Health Clinic services, including screening, treatment, education, referrals, and integration of health care with other Hope Center services.	Provision of at least services to at least 245 women	<b>2. Capacity to provide the Health clinic program, thus providing improved access to health care for single adult homeless women.</b>
Financial resources to provide healthcare	Adequate financial support for clinic disposable supplies and for co-pays as required by referral sources.	Provision of at least 500 Women's Health Clinic Visits, and education to 787 women.	<b>3. Financial capacity to provide needed health services to homeless women.</b>
Partnerships with other health care providers	Ongoing partnership and maintenance of good working relationship with partners; coordination of services to maximize participant benefit	Maintenance of regularly scheduled meetings with partners, and plans for resolution of any problems or difficulties in coordination of services	

<b>INDICATOR</b>	<b>MEASUREMENT TOOL/APPROACH</b>	<b>SAMPLING STRATEGY &amp; SIZE</b>	<b>FREQUENCY &amp; SCHEDULE OF DATA COLLECTION</b>
Satisfactory program management	Documented issues, problems or grievances from clients	All Hope Center Women's Health Clinic Program employees and participants	Reported weekly as part of ongoing Hope Center management team meetings, with written documentation available.
Continued availability of program resources for Increased access to health care and resultant better health care for participants.	Number of visits; number of services provided.	All Women's Health Clinic participants	Reported monthly part of Hope Center's ongoing data collection, management and analysis.

## Addendum

### Detention Center (Program 3 of 4 Funded)

**Agency:** Hope Center, Inc.

**Program Name:** Detention Center

**LFUCG Partner Agency Program Funding:** \$234,600

**Program Summary:** This program provides recovery programming to 40 men and 20 women at any point in time, for a total of about 160 annually at the Fayette County Detention Center. The three core components of this program are Recovery Dynamics, Community Meetings, and Cognitive Behavioral Intervention (CBI). Transition planning is also emphasized. Services provided include assessment, mentoring, counseling, classes in Recovery Dynamics, Cognitive Behavior Intervention (CBI) (2 curricula), Community Meetings, transition planning, and recovery supports including on-site AA meetings facilitated by volunteers and volunteer recovery sponsors.

**Long-Term Program Goals:** The long-term program goals are 1) to provide services that will result in reduced recidivism among program participants who complete the program; and 2) reduce homelessness in Fayette County.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Director of Programs	Program management, coordination with Detention Center, coordination with community and agency partners, coordination of volunteer activities, maintenance of existing staff levels, coordination of ongoing training and other staff support needs.	Provision of ongoing supervision and support to 15 staff and volunteers; ongoing coordination with all community partners.	<b>1. Consistent ongoing day-to-day management of the program, including consistent procedures and clear communication to participants.</b>
Program Staff and volunteers	Provision of services including screening, mentoring, counseling, classes, community meetings, transition planning, and other core services.	Provision of screening to 70 women and 275 men, program admission and services including mentoring, counseling, classes, community meetings, transition planning, and other core services to 50 women and 120 men (with a minimum of 160 inmates annually), and provision of classes and other services provided Monday-Friday of each week to up to 20 women and 40 men.	<b>2. An admission-to-completion ratio (A/C) of 30% for women and 60% for men.</b>
Supplies and materials used in delivering the program (poly 13 pocket file, pen, notebook paper, Recovery Dynamics client handbook, Twelve Steps and Twelve Traditions, Big Book of Alcoholics Anonymous, and an orientation packet.	Provision of Recovery Dynamics, Cognitive Behavior Intervention, AA materials, and other necessary teaching resources	Distribution of materials to up to 20 women and 40 men.	<b>3. Improved knowledge of Recovery Dynamics in 50% of participants who remain in the program for at least 30 days.</b>



<b>INDICATOR</b>	<b>MEASUREMENT TOOL/APPROACH</b>	<b>SAMPLING STRATEGY &amp; SIZE</b>	<b>FREQUENCY &amp; SCHEDULE OF DATA COLLECTION</b>
Satisfactory program management.	Documented issues, problems or grievances from clients or detention center staff	All Hope Center Detention Recovery Program employees, and all participants in the recovery programs to the extent that grievances will be collected from any participant.	Reported weekly as part of ongoing Hope Center management team meetings, with written documentation available.
Advancement in program, program completion	Program records indicating admissions and completions	All participants who are admitted to the program.	Information is compiled monthly as part of Hope Center's ongoing data collection, management and analysis.
Satisfactory completion of Recovery Dynamics evaluations	Regular Recovery Dynamics evaluations	All participants who remain in the program at least 14 days	At least weekly.

## Addendum

### Emergency Shelter (Program 4 of 4 Funded)

**Agency:** Hope Center, Inc.

**Program Name:** Emergency Shelter

**LFUCG Partner Agency Program Funding:** \$263,627

**Program Summary:** The Hope Center Emergency Shelter provides shelter, food and clothing to homeless adult men in Fayette County. It provides shelter to 180-220 men per night on average, but has served as many as 261 in a single night.

**Long-Term Program Goals:** The long-term program goal of the Hope Center Emergency Shelter is to ensure that every homeless man in Fayette County has a place for food and shelter, and are offered other programs and services that may help reduce homelessness.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Program Coordinator	Day-to-day program management, coordination with community and agency partners, coordination of volunteer activities, maintenance of existing staff levels, coordination of ongoing training and other staff support needs.	Provision of ongoing supervision and support to 26 staff and volunteers; ongoing coordination with all community partners.	<b>1. Consistent ongoing day-to-day management of the program, including consistent procedures and clear communication to participants.</b>
Program staff and volunteers	Provision of services including intakes, meals, lodging, clothing, and referrals.	Provision of shelter services to 180-220 or more homeless adult males per night.	<b>2. Capacity to provide shelter, food and clothing to all adult homeless men requesting shelter services.</b>
Supplies and materials, including food, clothing, and lodging materials.	Provision of food, clothing, and a place to sleep.	Provision of shelter services to 180-220 or more men per night.	<b>3. Capacity to maintain the emergency shelter so that adult homeless men will be able to not only access shelter, but also be introduced to other programs leading to self-sufficiency.</b>

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Satisfactory program management.	Documented issues, problems or grievances from clients	All Hope Center Shelter employees and participants	Reported weekly as part of ongoing Hope Center management team meetings, with written documentation as available.
Shelter from elements, food, appropriate clothing for warmth, etc.	Monthly program reports showing number of nights of lodging provided, number of meals served, number of items of clothing distributed	Lodging, meals, clothing; all participants	Information is compiled monthly as part of Hope Center's ongoing data collection, management and analysis.