

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 11th 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, **ARBOR YOUTH SERVICES, INC.** with offices located at 536 West Third Street, 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, 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 **Four Hundred, Fourteen Thousand and 00/100 Dollars (\$414,000)** 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 (1/8th) of which shall be payable in August 2017 or shortly thereafter upon receipt of an invoice, with one-eighth (1/8th) 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 16th, 2017, January 15th, 2018, April 16th, 2018, July 15th, 2018, October 15th, 2018, January 14th, 2019, and April 15th, 2019. A two-year-end program report**

shall be submitted by July 15th, 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:

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

ARBOR YOUTH SERVICES, INC.

BY: _____
Jim Gray, Mayor

BY: _____

Title: _____

ATTEST:

Clerk of the Urban
County Council

Addendum

Agency: Arbor Youth Services

Priority Area: Community Wellness & Safety

Program Name: Youth Tenant Skill Build Program (fka Drop-In Center)

LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding: \$138,000 (\$69,000 per FY)

Program Summary: AYS proposes to serve youth ages 18-24 within Fayette County who are homeless or at risk of homelessness. Youth experiencing or at risk of homelessness have often been involved with foster care, juvenile justice, or have been victims of abuse, neglect, and/or domestic violence. We aim to assist our youth in meeting the following goals: Immediate safety; Self Sufficiency; Stable housing; and Long-term well-being. Examples of goals include: competing safety plans; accepting case management; participating in skill building activities, such as cooking, cleaning, calling/visiting service providers, filling out applications and other necessary skills required for daily living; obtaining employment or enrolling in educational programs; and accessing appropriate community services that will ensure their well-being. The primary way we engage youth and build substantial relationships is through patiently providing for their most basic needs while building trust so we may provide positive options that help them transition from homelessness.

Desired Outcomes for Clients: Successful completion of services is defined as maintaining stable housing for at least six months. **Arbor Youth Transition Age Program** clients only exit the program once this has been achieved or they reach their 25 birthday. We expect 20% of 100 clients to reach this goal through the provision of Housing Scholarships, with an additional 3 youth obtaining stable housing through our Rapid Rehousing program, 5 youth obtaining housing services through entrance into a housing program within the local Continuum of Care and two youth obtaining housing independently. AYS provides aftercare to youth once they have obtained housing and only discharges the youth due to inactivity in the programs or because they no longer need support services.

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.

# of Clients to be Served per year	Desired outcome for client (from Question 5.1a.2)	Service or activities to achieve goal (from Question 5.1a.3)	Unit of service, frequency, length (from Question 5.1a.3)	Measure of effectiveness (from Question 5.1b.1)	Sampling size and frequency (from Question 5.1b.3)
100	Immediate Safety	-Drop In Services -Referrals -Safety Plans -Emotional Support	Annually: 500 meals 250 hygiene items 200 survival items 150 showers 125 phone uses 75 safety plans 150 referrals	-100% of youth will access Drop In Services 75% of youth will complete safety plans	Size: Total unique youth served. Frequency: Monthly, Quarterly, and Annually.
100	Self Efficiency	-Education and Employment Support - Skill Development -Behavior Support	Annually: 100 educational/employment supports 100 behavior supports 500 skill development activities 100 units of transportation	-75% of youth will engage in skill building activities - 50% of youth will obtain entry-level employment or enrollment in an educational program	Size: Total unique youth served. Frequency: Monthly, Quarterly, and Annually.
100	Stable Housing	-Housing support -Participation in CoC referrals -Housing Scholarships -Intensive case management	Annually: 300 housing supports 20 housing placements 50 case plans	-20% of youth will obtain stable housing 80% of youth housed will remain stable for 6 months	Size: Total unique youth served. Frequency: Monthly, Quarterly, and Annually.
100	Long Term Well Being	-Financial literacy -Medical and mental health referrals -Enrichment activities	Annually: 50 financial literacy activities 75 medical/mental health referrals 100 enrichment activities	-25% of youth will engage in financial literacy activities - 25% of youth will complete an assessment with a mental health provider	Size: Total unique youth served. Frequency: Monthly, Quarterly, and Annually.

Addendum

Agency: Arbor Youth Services

Priority Area: Emergency Shelter

Program Name: Emergency Shelter

LFUCG Emergency Shelter Program FY18 & FY19 Funding: \$276,000 (\$138,000 per FY)

Program Summary: Arbor Youth Services' MASH Drop Inn is the only emergency youth shelter in Fayette County, providing services to youth ages 6 weeks to 17 years old, including supervision, meals, hygiene supplies, and clothing. Specific services the program will provide are: safety planning; crisis intervention; case management; skills development; enrichment activities; transportation; emotional, behavioral, education and employment supports; in addition to, ensuring school attendance while residing at the shelter.

AYS has provided emergency shelter for youth for over 30 years and will continue to provide these essential services to the community. Many of the youth served in our shelter have experienced multiple episodes of homelessness with their family, exhibit runaway behavior, are fleeing abusive situations or lack an available and capable adult to maintain custody. AYS works closely with the Cabinet for Health and Family Services (CHFS) to provide services for youth alleging abuse or awaiting appropriate foster placements. Due to the special nature of our youth population AYS provides our services in a home-like setting that encourages comfort while decreasing the effects of trauma to youth experiencing homelessness and other crisis. All services are voluntary and free. Youth are encouraged to participate in family style meals, complete safety plans and case management, are provided with all basic necessities upon intake and are expected to attend school if enrolled in Fayette county. AYS also provides medical, mental health and housing advocacy for all youth.

Program Results and Effectiveness:

Outputs for 7/1/2017 through 6/30/2019

Number of Beds Available: 12

Number of Units Available for Families: 0

Number of Unduplicated People Served: 232

Outcomes and Targets for 7/1/2017 through 6/30/2019

Outcome Measure	FY18 Target	FY19 Target
Average length of stay in shelter	5 days	5 days
% of residents who exited shelter and had returned to homelessness within 12 months	6%	5%
% of residents who exited shelter to permanent housing	90%	90%

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.

# of Clients to be Served per year	Desired outcome for client	Service or activities to achieve goal	Unit of service, frequency, length	Measure of effectiveness	Sampling size and frequency
150	Immediate Safety	Crisis Intervention, Shelter, Provision of Food and Basic Needs	-150 youth served -300 emotional supports -100 safety plans -1,800 nights of shelter -2,500 meals -2,000 basic need items	-100% of youth will have their immediate safety needs met -100% of youth will have their basic needs met	Size: Total unique youth served. Frequency: Monthly, Quarterly, and Annually.
150	Self Efficiency	Skill Development, Education and Employment Support, Case planning	-450 skill development activities -150 educational / employment activities -100 case plans	- 85% of youth will increase their personal assets -85% of youth will pursue educational or employment programs	Size: Total unique youth served. Frequency: Monthly, Quarterly, and Annually.
150	Stable Housing	Housing Support, Family Support	-200 housing supports -125 family supports	- 95% of youth will exit to permanent housing	Size: Total unique youth served. Frequency: Monthly, Quarterly, and Annually.
	Long Term Well Being	Referrals, medical/mental health support, aftercare	-300 referrals -75 medical or mental health supports -150 follow up sessions	-85% of youth will feel connected to the community 85% of youth will receive follow-up support	Size: Total unique youth served. Frequency: Monthly, Quarterly, and Annually.