

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2015, 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, **Moveable Feast, Inc.** with offices located at 474 Silver Maple Way, 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, 2015**, 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 and Forty Thousand Dollars (\$140,000)** 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 2015 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

MOVEABLE FEAST, 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:** Moveable Feast Lexington, Inc.

**Program Name:** Home Delivered Meals

**LFUCG Extended Social Resource Grant Program FY16 Funding:** \$28,000

**Program Summary:** Moveable Feast provides a nutritious, freshly prepared, home delivered meal to people in Fayette County. A cold lunch is also provided to the neediest of the clients. In addition, weekly grocery bags are provided and we can arrange for nutrition counseling if desired. The meals are provided five days a week. Meals are delivered between 5:00pm and 7:30pm.

Meals are adjusted to fit specific dietary requirements (i.e. renal failure, gluten intolerance etc.).

In a year's time 250 unduplicated people will be served.

The target populations are those with HIV/AIDS and those on Hospice Care for any reason (as well as their caregivers and any dependent children in the home) with incomes less than 300 percent of the Federal poverty level.

The goals are to improve longevity and quality of life, for HIV/AIDS clients, through better nutrition than client could otherwise afford or prepare on their own. Make harsh medication regimens more tolerable. Free up monetary resources to be used toward more stable housing and medications.

For Hospice clients; to keep terminally ill elderly clients together in their homes instead of separating them by extensive and expensive nursing home stays because of the onerous responsibility of meal preparation on top of care giving for elderly persons.

**Long-Term Program Goals:** For the HIV/AIDS clients the program hopes to achieve long term success by providing better nutrition than the client could otherwise afford therefore helping them better able to tolerate tough medication regimens and extend longevity and give a better quality of life. Also by providing food to low-income persons the goal is to free up scarce resources thereby enabling them to obtain more stable housing, transportation, phone and/or medications. We expect that a certain number of them will improve enough to return to work at least part time.

For the Hospice clients we know that they are not going to get better or return to work but the goals are to provide a better quality of life in the time they have left, ease the burden on the caregiver and to forestall or eliminate costly nursing homes.

ACTIVITIES	OUTPUTS	OUTCOMES
Prepare Meals	30,000 meals will be delivered to 250 unduplicated clients.	<b>Delivering prepared meals to AIDS clients will free up income for other necessities of life.</b>
Package Meals	10 will be able to return to work at least part time.	<b>Nutritious meals will better enable people with AIDS to combat their illness and handle medications, allowing for more productive lives.</b>
Deliver Meals	20 elderly couples will be able to remain together longer than otherwise would be possible.	<b>Allow over burdened family to spend more time caring for the dying loved loved one and allow person to die at home instead of a nursing home.</b>

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Actual number of meals delivered	Records kept by Executive Director	All Clients	Daily
Number of people that secure employment	Communication with and personal knowledge of clients by Executive Director and staff	All Clients	Quarterly
Number of couples that stay together than otherwise would be possible	Knowledge of clients situations by Executive Director with input from Hospice Social Workers	All Clients	Quarterly

## Addendum

**Agency:** Moveable Feast Lexington, Inc., Lead Agency  
Hospice of the Bluegrass, Collaborating Agency

**Program Name:** Basic Needs Program

**LFUCG Extended Social Resource Grant Program FY16 Funding:** \$112,000

**Program Summary:** The program has been run separately by Hospice of the Bluegrass and Moveable Feast Lexington for many years however we are now forming a closer working relationship.

Hospice (who serves clients that doctors have determined have six months or less to live) has operated their Charity Care program which provides medical equipment, medical supplies and clinical staff visits to those who have no insurance and their Patient Expense Fund providing rent and utility assistance, groceries and basic needs to low-income clients. This service is administered five days a week around the clock and on weekends in dire situations.

Hospice will serve 1,200 clients in the coming year. Moveable Feast provides a nutritious, freshly prepared, home delivered meal to people in Fayette County. A cold lunch is also provided to the neediest of the clients. In addition, weekly grocery bags are provided. The meals are provided five days a week. Meals are delivered between 5:00pm and 7:30pm. Hospice operates seven days a week. In a year's time 250 unduplicated people will be served.

The target populations are those with HIV/AIDS and those on Hospice Care for any reason (as well as their caregivers and any dependent children in the home) with incomes less than 300 percent of the Federal poverty level.

The goals are to improve longevity and quality of life, for HIV/AIDS clients, through better nutrition than client could otherwise afford or prepare on their own. Make harsh medication regimens more tolerable. Free up monetary resources to be used toward more stable housing and medications.

For Hospice clients; to keep terminally ill elderly clients and their families together in their homes instead of separating them by extensive and expensive nursing home stays because of the onerous responsibility of meal preparation on top of care giving for elderly persons.

The collaborative program will relieve some burden off of Hospice staff by allowing Moveable Feast who is going to the homes already to make some of the deliveries of supplies to clients.

**Long-Term Program Goals:** For the HIV/AIDS clients the program hopes to achieve long term success by providing better nutrition than the client could otherwise afford therefore helping them better able to tolerate tough medication regimens and extend longevity and give a better quality of life. Also by providing food to low-income persons the goal is to free up scarce resources thereby enabling them to obtain more stable housing, transportation, phone and/or medications. We expect that a certain number of them will improve enough to return to work at least part time.

For the Hospice clients we know that they are not going to get better or return to work but the goals are to provide much needed food, medicine, medical equipment and supplies, rent and utility assistance plus clinical visits by professional staff.

<b>ACTIVITIES</b>	<b>OUTPUTS</b>	<b>OUTCOMES</b>
Prepare Meals	30,000 meals will be delivered to 250 unduplicated clients.	<b>Delivering prepared meals to AIDS clients will free up income for other necessities of life.</b>
Package Meals	10 will be able to return to work at least part time.	<b>Nutritious meals will better enable people with AIDS to combat their illness and handle medications, allowing for more productive lives.</b>
Deliver Meals	20 elderly couples will be able to remain together longer than otherwise would be possible.	<b>Allow over burdened family to spend more time caring for the dying loved one and allow person to die at home.</b>
Deliver Medicines, Medical Supplies, Equipment and make Clinical Visits	1,200 will receive some or all of these services	<b>Provide for the needs of dying peoples medical and nursing care needs.</b>
Assist in Rent & Utilities	10 house holds will receive rent and/or utility assistance.	<b>To allow dying people to stay in their homes.</b>

<b>INDICATOR</b>	<b>MEASUREMENT TOOL/APPROACH</b>	<b>SAMPLING STRATEGY &amp; SIZE</b>	<b>FREQUENCY &amp; SCHEDULE OF DATA COLLECTION</b>
Actual number of meals delivered	Records kept by Executive Director	All Clients	Daily
Number of people that secure employment	Communication with and personal knowledge of clients by Executive Director and staff	All Clients	Quarterly
Number of couples that stay together than otherwise would be possible	Knowledge of clients situations by Executive Director with input from Hospice Social Workers	All Clients	Quarterly
Actual Number of Deliveries Made	Records Kept by Staff	All Clients	Quarterly
Actual Number of Those Assisted	Records Kept by Staff	All Clients	Quarterly