

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2014, 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, **BLUE GRASS COMMUNITY ACTION PARTNERSHIP, INC.** with offices located at 111 Professional Court, Frankfort, Kentucky 40601, (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, 2014**, 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 **Thirty Eight Thousand Dollars (\$38,000.00)** 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 2014 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:

BGCAP  
111 PROFESSIONAL CT.  
FRANKFORT, KY 40601

Attn: LYNN BOWES

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

BLUE GRASS COMMUNITY ACTION  
PARTNERSHIP, INC.

BY: Jim Gray  
Jim Gray, Mayor

BY: Ty Pate  
Title: EXECUTIVE DIRECTOR

ATTEST:  
Marta M Allen Deputy  
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:** Blue Grass Community Action Partnership

**Program Name:** Elder Nutrition Program--Fayette County

**LFUCG Partner Agency Program Funding:** \$38,000

### **Program Summary:**

The Elder Nutrition Program (ENP) provides: 1. A nutritious meal for congregate clients at our 2 nutrition sites in Lexington and homebound clients throughout Fayette County; 2. The program also aids with transportation to the nutrition sites for seniors to receive a nutritious meal, participate in activities and socialize among their peers.

**Target Audience:** Individuals who have been determined to be nutritionally-at-risk will be targeted. Outreach efforts to identify low-income, minority, frail elderly are primarily conducted through referrals, friendly visits and assessments. **Service Delivery:** Meals are prepared by Bateman Senior Meals and delivered to the nutrition sites. Staff at each site prepares the meals for the homebound clients ensuring that the meals are delivered at the proper temperature. Congregate and homebound clients receive meals 5 days a week. Congregate clients eat lunch at 11:30.

**Long-Term Program Goals:** Seniors will live independently as shown by a reduction in the number of premature nursing home placements by increasing consumption of nutritionally sound meals.

The program's goals fit into the total community response by identifying seniors who are in need of a nutritious meal but perhaps cannot afford nutritionally sound meals, cannot prepare nutritionally sound meals or otherwise are not cognitively able to perform meal preparations. These factors help to prevent State dollars being used for premature nursing home placement.

ACTIVITIES	OUTPUTS	OUTCOMES
<p>Homebound clients will receive a nutritious meal meeting 1/3 of the RDA 5 days a week. Frozen meals will be utilized for participants in outlying areas of the county. Emergency shelf meals are provided in November so that the client has food in the event meals cannot be delivered due to inclement weather.</p> <p>Nutrition Education material is provided monthly.</p>	<p>35,500 meals will be delivered 5 days a week to the most frail, elderly, homebound clients in Fayette County.</p> <p>12 pamphlets on nutrition education covering heart healthy meals, diabetes, exercise and food safety will be given each month to the homebound clients.</p>	<p><b>180 seniors will be able to live independently due to the in-home meal provided.</b></p>
<p>Congregate clients will receive a nutritious meal 5 days a week. Nutrition Education session is provided once a month. BINGO, exercise, cards and other various activities are provided.</p>	<p>14,500 meals will be served 5 days a week to congregate clients at the nutrition sites.</p> <p>12 pamphlets on nutrition education covering heart healthy meals, diabetes, exercise, and food safety will be distributed each month.</p> <p>7,800 passes will be provided to clients for transportation to and from the nutrition sites.</p>	<p><b>300 congregate clients will receive a nutritious meal and have at least 1/3 of their dietary needs met with each meal provided.</b></p>
<p>Clients will receive transportation to the nutrition sites to enjoy a nutritious meal in a socialize setting, participate in various activities and receive Nutrition Education each month.</p>		<p><b>33 clients will experience independence to socialize, participate in activities and receive a nutritious meal as a result of providing transportation and driver support to those clients with disabilities.</b></p>

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Out of 180 homebound clients, 96% will remain in their own home setting for one year.	Driver manifests and participant satisfaction surveys	All homebound clients receiving meals are indicated on drivers manifest. Also a client satisfaction survey will be given to every homebound meal client.	Daily-- Meal delivery to each client is recorded on driver's manifest every day and recorded in SAMS
Out of 300 congregate clients, 95% will continue to come to the nutrition sites on a monthly basis to ensure proper nutrition.	Sign in sheets and comment cards	All congregate clients must sign in to receive a meal. Seniors are encouraged to complete comment cards indicating their meal preferences for future menus and client satisfaction.	Daily--congregate clients sign in each day and this is recorded in SAMS (State database).
Out of 33 clients, 97% will continue to socialize and participate in activities and receive a hot meal by assessing our transportation service to the nutrition sites at least once a month.	Number of passes distributed	Every client receiving transportation to and from the nutrition site must sign in to receive a meal. Also client must see staff to receive WHEELS passes.	Daily--Passes are distributed daily and recorded in SAMS.