

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, **The Salvation Army** with offices located at 736 West Main Street, 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 **Two Hundred Seventy Thousand, Twenty-Five Dollars (\$270,025)** 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 2015 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 10th, January 9th, and April 10th. A year-end program report shall be submitted by July 10th. 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:

The Salvation Army
440 West Nyack Road, PO Box C-635
West Nyack, NY 10994

Attn: Legal Department

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

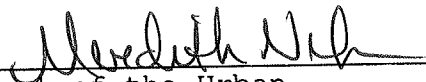
THE SALVATION ARMY

BY: 
Jim Gray, Mayor

BY: 

Title: Richard D. Allen
Assistant Secretary -Legal

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: The Salvation Army

Program Name: Emergency Shelter

LFUCG Emergency Shelter Program FY16 Funding: \$227,500

Program Summary: The Salvation Army Emergency Homeless Shelter serves single women and single parent families who are homeless and in immediate crisis due to physical, emotional, or financial difficulties. The Salvation Army has provided shelter in our community for over 40 years. Our shelter is open 24 hours per day, every day, and serves over 1,300 individuals each year. Our doors do not close; residents have access to our shelter at all hours and new residents are welcomed at any time of day or night, 365 days per year. Our comprehensive approach, which includes case management, surrounds residents with supportive services that help them conquer barriers to self-sufficiency and reach their full potential.

New residents are given a tour and shelter procedures are reviewed. Each resident meets individually with our director of residential services so that they may share their immediate and dietary needs. Residents are partnered with a case manager who helps them develop an individualized plan towards self-sufficiency. Case managers meet with residents weekly to assess their progress and to provide assistance with accessing resource and implementing their plan.

Along with safe housing, we provide comprehensive support including the following, a no cost to residents:

- Case Management
- Nutritious meals; Menu reviewed by a licensed nutritionist
- Job and Life Skills Classes; Topics include parenting skills, interviewing/resumes, job skills, computer skills, health issues, finance & money management, anger management, relationship issues, grief & coping skills, and nutrition.
- Educational Childcare; On-site, a licensed, STARS Rated Early Learning Center (6 weeks – K) and Youth After School and Summer Programs (K-12) give children a safe learning environment, allowing their parents to focus on work/education
- Assistance with school enrollment, school supplies, and other necessities for school-aged children
- On-site Medical Care
- Mental Health Services
- Clothing, Prescription Drug Assistance, and Personal Hygiene Items
- Local Transportation; work & case plan related
- Job Training and Placement
- Peer Support Gropus
- Housing Couseling
- Housing Relocation Assistance

Program Results and Effectiveness:

Outputs for 7/1/2015 through 6/30/2016

Number of Beds Available: 158

Number of Unduplicated People Served: 1,300

Number of Unduplicated Households Served: 949

Outcomes and Targets for 7/1/2015 through 6/30/2016

Outcome	Target Number	Target Days/Percentage
Average Length of Stay	N/A	60 Days
Number and % Who Exited and Returned Within 12 Months (households)	225	24%
Number and % Who Exited and Had Obtained a Job and/or Increased Income Upon Exit (households)	600	55%
Number and % of Residents who Exited the Program to Permanent Housing (people)	300	20%

Addendum

Agency: The Salvation Army

Program Name: Youth Development Program

LFUCG Extended Social Resource Grant Program FY16 Funding: \$42,525

Program Summary: Our Youth Development Program serves financially disadvantaged and homeless youth with educational, recreational, and wellness services. We serve approximately 400+ Fayette County youth grades K-12 per year on weekdays, during afterschool hours throughout the school year and all day throughout the summer. All activities are available to youth throughout all of Fayette County. Transportation is provided for some activities. Services help improve classroom performance, build self-esteem, promote healthy lifestyles, encourage personal responsibility, and set the stage for youth to become self-sufficient, productive adults.

Long-Term Program Goals: Youth will develop the educational and social skills they need to become productive, self-sufficient adults.

ACTIVITIES	OUTPUTS	OUTCOMES
Education: Tutoring & Homework Help	700 hours of tutoring & homework help will be provided each year	Youth will develop a habit a daily homework completion. 85% of parents will report their child improved or maintained grades
Education: Technology Center including The Lexia Reading Program, AAA Math, and/or Quarter Mile Math.	325 Computer sessions; 120 Sessions of Quarter Mile Math or Triple AAA Math; 100 Sessions of Lexia Reader or other reading activity (provided each year)	Youth will increase their proficiency in core academic subjects. 90% of students will show improvement on the Dolch Sight Words List Post Test.
Life/Social Skills Sessions: Activities promoting character development and positive choices, increasing self-esteem, and addressing risky behaviors.	100 youth will participate in 60 life skills sessions of educational & enriching programming each year	90% of youth will receive award/recognition for demonstrating caring behaviors towards others, including those who are different from themselves.
Education: Tutoring & Homework Help Life Skills Sessions	700 hours of tutoring & homework help will be provided each year 100 youth will participate in 60 life skills sessions of educational & enriching programming each year	Youth will develop habits towards completing high school graduation. 85% of parents will report that their child improved or maintained school attendance.
Health & Wellness: Structured & unstructured physical activities including a nutritional and wellness component	350 youth will participate in 650 structured/ unstructured physical activity sessions each year	85% of youth will increase their understanding of nutrition, health, and wellness

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Parents will report whether youth's grades have improved, maintained, or worsened	Parent surveys, given twice per year	Simple - 100% of parents will be given an opportunity to complete a survey. The results will be computed from the returned surveys.	Twice per year -- once in the fall and once in the spring
Comparison between student proficiency in the fall and in the spring	Dolch Sight Words List Pre-test (given in fall) and Post-test (given in spring)	Simple - 100% of youth participants at the time each test is administered will complete the test	Twice per year -- once in the fall and once in the spring
Children demonstrating caring behaviors towards others receive Club Bucks, positive parent notification slips, emblems/recognition, and certificates	Staff records documenting which children receive Club Bucks, positive parent notification slips, emblems/recognition, and certificates	Simple - 100% of youth will be observed and documentation will be made as to how many did not receive awards/recognition	Ongoing during each day of programming
Parents will report whether youth's school attendance has improved, maintained, or worsened	Parent surveys, given twice per year	Simple - 100% of parents will be given an opportunity to complete a survey. The results will be computed from the returned surveys.	Twice per year -- once in the fall and once in the spring
Comparison between student understanding of nutrition, health, and wellness in the fall and in the spring	Health and Wellness Pre-test (given in the fall) and Post-test (given in the spring)	Simple - 100% of youth participants at the time each test is administered will complete the test	Twice per year -- once in the fall and once in the spring