

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, **CENTER FOR WOMEN, CHILDREN & FAMILIES** with offices located at 530 North Limestone, 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, 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 **Eighty Thousand Dollars (\$80,000.00)** 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 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. 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

CENTER FOR WOMEN, CHILDREN &  
FAMILIES

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

### Crisis Case Management Program (Program 1 of 3 Funded)

**Agency:** The Nest--Center for Women, Children & Families

**Program Name:** Crisis Case Management Program

**LFUCG Partner Agency Program Funding:** \$37,500

**Program Summary:** Our Crisis Case Management Program is a point-of-entry program providing direct services and referrals for clients. Clients who find themselves in need of basic necessities, due to situational or long-term poverty, can access immediate help at The Nest. We offer baby supplies such as diapers, food and clothing, toiletries, work clothing, household items, all when available. Besides providing direct services we refer clients to other agencies when relevant such as God's Pantry, Pyramid Professionals, Christ Community Cupboard etc. Many clients also access our other programs.

The intake process includes assessment questions identifying potential client needs in the areas of child care, domestic violence and parenting. Our program looks for the reasons for the temporary crisis within a family and works to help the family overcome the obstacles to solve these problems. Sometimes what a family most needs is a conversation and encouragement to continue their pursuit of education or a job. At other times, we can help them prepare for a job interview, work on a budget or attend to other basic life skills.

We know our clients need more to truly become self-sustaining, such as reading skills and a GED. Although we would like to provide that in our facility, we don't have the ability to do so at this time. Therefore, we propose to begin organizing once monthly resource days when we will bring in organization representatives who can offer those classes. Helping clients make that connection in a place where they already feel comfortable will be a big service to them.

#### **Long-Term Program Goals:**

To make families more stable and self-sustaining by providing emergency assistance that leads to long-term stability.

- 1) Provide emergency services.
- 2) Provide resources in our facility that will lead to employment.
- 3) Provide emergency assistance to fewer participants because they are no longer in need.
- 4) Participants will gain skills needed for self sufficiency.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Staff: Crisis Case Management Director, Clinical and Community Services Director, Executive Director, 12 support staff in other programs at The Nest.	Provide emergency services for basic needs.	We will serve approximately 2200 individuals.	<b>2200 individuals will have basic emergency needs met.</b>
Volunteers: community volunteers from businesses and organizations; student volunteers	Organize "Resource Afternoons" by inviting other organizations to come and participate.	Approximately 12 organizations will offer "Resource Afternoons"	<b>12 organizations will receive an opportunity to spread the word about their work.</b>
Facility: waiting area, 3 private consultation rooms, resource room and Nest office area.	Share information about other Nest and community services with participants, as well as information about upcoming "Resource Afternoons."	At least 150 people/month will learn about the "Resource Afternoons."	<b>150/month will have an opportunity to learn about information that can help them.</b>
Supplies: toiletries, food, diapers, formula, toiletries, baby and children's clothes, toys, coats, infant accessories, car seats	Organize donations of goods in our resource room.	At least 50 people/month will receive information from the organization of the month.	<b>50/month will receive information they can act on immediately to improve their situation.</b>
Participants, partners and funders	Work with volunteers who help carry out these activities.		

<b>INDICATOR</b>	<b>MEASUREMENT TOOL/APPROACH</b>	<b>SAMPLING STRATEGY &amp; SIZE</b>	<b>FREQUENCY &amp; SCHEDULE OF DATA COLLECTION</b>
Participants will have their emergency needs met.	Conversation, Application and Client Summary to help determine need(s).	All clients we serve, which will be approximately 2200.	We collect data daily with monthly totals and top five most requested services.
Participants will attend Resource Afternoons.	Sign in sheets and number of event notifications distributed.	All client participants	We'll collect data on every activity presented.
Participants return less frequently for services.	Client summaries indicate when they request services.	We'll randomly choose 100 clients to track.	We'll evaluate the return of these clients monthly.
Organizations will provide information at resource afternoons.	Records of their participation will demonstrate this.	We'll keep track of each organization contacted and their response.	We'll evaluate our efforts from these records quarterly.

## Addendum

### Child Care Program (Program 2 of 3 Funded)

**Agency:** The Nest--Center for Women, Children & Families

**Program Name:** Child Care Program

**LFUCG Partner Agency Program Funding:** \$32,500

**Program Summary:** Child Care for Families in Transition will provide respite (free) child care for parents who cannot otherwise afford child care services. They might need to attend school (GED, college, vocational school) or accept a job offer (but the salary does not make childcare affordable). Providing them with safe, nurturing child care offers these parents an important support as they work to move their families into a more stable lifestyle. It also helps the children receive much-needed early childhood education that will help them begin school at the same level as their peers, giving them the educational start they need to avoid some of the problems their parents have encountered because of lack of education and job skills. It costs only \$10 an hour for us to provide this quality care and early childhood education to families who so need it. That \$10 includes staff time and education, learning materials, food, equipment, building rent and utilities. A grant of \$50,000 would allow us to provide 5,000 hours of care to 200 families in transition during 2012.

**Long-Term Program Goals:** To make families more stable and self-sustaining by providing respite child care services while:

- a parent earns a degree;
- a parent searches for a job;
- a parent deals with an immediate need such as legal or medical issues;
- a parent takes a break to relieve stress, improve family health and prevent child abuse;
- parents create more healthy and stable families who are economically self-sufficient.

After receiving care we expect that a family will be able to secure employment that sustains the family and pulls them out of poverty.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Staff: Director, Associate Director, 5 teachers, 8 support staff in other programs at The Nest.	Staff: Director, Associate Director, 5 teachers, 8 support staff in other programs at The Nest.	200 children will participate	<b>Children will receive safe, nurturing care and children will achieve appropriate developmental milestones.</b>
Volunteers: community volunteers from businesses and organizations; student volunteers	Provide age-appropriate developmental and learning activities appropriate for each child's learning plan.	20 parents will demonstrate they have made some progress toward their goal of family stability, whether it be completing, classes, getting a job, moving from a dangerous situation, etc.	<b>Parents will eventually gain employment that allows them to provide a partial payment for childcare, or an educational status that gives them a child care subsidy.</b>
Facility: our center includes classrooms, lunch area, toddler playground, large playground, deck and Nest office area.	Carry out lesson plans that promote kindergarten readiness and age-appropriate practices.	20 parents will demonstrate they understand the importance of early childhood education through input they provide at parent-teacher meetings.	<b>Children will be prepared with age-level academic skills to begin kindergarten.</b>
Supplies: child-sized furniture, art supplies, math and science equipment, gross motor equipment, literacy items, computer, nutritious lunch and snack foods.	Serve 480 - 500 nutritious snack and meals.	20 parents will demonstrate they understand the importance of nutritious snacks and meals for their children.	<b>Children will be prepared with age-level academic skills to begin kindergarten.</b>
In kind lunches, clothing, snacks, linens, bread; Program participants; collaborators	We hold parent-teacher meetings in approximately September, April and August for at least 20 families who have consistently brought their children.	We hold parent-teacher meetings in approximately September, April and August for at least 20 families who have consistently brought their children.	<b>Parents will be involved with their child's education in kindergarten and beyond.</b>

<b>INDICATOR</b>	<b>MEASUREMENT TOOL/APPROACH</b>	<b>SAMPLING STRATEGY &amp; SIZE</b>	<b>FREQUENCY &amp; SCHEDULE OF DATA COLLECTION</b>
Children will be safe and exposed to a variety of stimulating activities.	Children will show progress in their learning plans.	All children who attend regularly have learning plans we monitor. Those numbers vary from month to month.	Although we do ongoing data collection of child's progress, we will formally review this with staff and parents at parent-teacher meetings three times a year.
Parents will make progress toward family stability.	Parents will report they have completed classes or found a job.	All parents who are pursuing education or employment. Those numbers vary from month to month.	We review a parent's status weekly or monthly, depending on what they are pursuing, through individual conversations.
Parents will deal with immediate crises in their family.	Parents will report they attended their medical appointment, legal meeting, etc.	All parents who are dealing with immediate crises. Those numbers vary from month to month.	We review a parent's status weekly or daily, depending on what they are pursuing, through individual conversations.

## Addendum

### Counseling and Community Services (Program 3 of 3 Funded)

**Agency:** The Nest--Center for Women, Children & Families

**Program Name:** Counseling and Community Services

**LFUCG Partner Agency Program Funding:** \$10,000

**Program Summary:** The Restoring Families Support Program will assist parents of children involved with Family Court as Status Offenders, e.g. truancy, beyond control. The Restorative Justice Program and Family Court will collaborate with a LCSW Social Worker at The Nest -- Center for Women, Children and Families in making referrals. The LCSW Social Worker is charged with providing a comprehensive psychosocial assessment that will result in recommendations for advocacy. The key to the program for stabilizing the family unit will be a 10-week parent support group that will provide education, parenting strategies and stress management, intended to promote positive youth development and to create a healthy, stable family unit. It is expected that some 200 families will benefit from this program.

**Long-Term Program Goals:** The long term goals for the program are:

1. Provide a close working relationship between the Restorative Justice Project and Fayette Family Court;
2. Develop a 10-week parent support group for all parents who have a child in Status Court for which Family Court mandates participation;
3. Develop a prevention program at the schools for parents of children identified as having problems, before they are referred to court.

<b>INPUTS</b>	<b>ACTIVITIES</b>	<b>OUTPUTS</b>	<b>OUTCOMES</b>
Staff: LCSW social worker (8 hours/week)	<ol style="list-style-type: none"> <li>1. psychosocial assessment</li> <li>2. referrals to outside agencies</li> <li>3. follow-up to the partner agencies</li> <li>4. 10-week - 1 1/2 hour group</li> <li>5. provides individual counseling if needed</li> </ol>	<ol style="list-style-type: none"> <li>1. Each participant (200 expected) is provided with a comprehensive psycho-social assessment.</li> <li>2. Estimates of 60% of clients will be referred to outside agencies for additional services.</li> <li>3. All clients (estimated 200 parents) will be followed up with the partner agencies.</li> <li>4. All clients (estimated 200 parents) will attend the 10-week group.</li> </ol>	<p><b>Clients will have all needs identified.</b></p> <p><b>Clients will get needs met at referral agencies.</b></p> <p><b>Clients will gain new knowledge, support.</b></p> <p><b>Clients' families will gain stability.</b></p>
Graduate intern (4 hours/week)	Assists LCSW social work as needed	Same as above.	<b>Same as above</b>
Facility: We will use the Restorative Justice facility for our meetings. We will use The Nest facility for individual counseling services.	Provides a safe, comfortable learning environment.		
Materials: Parent support group curriculum.	Gives leaders and parents a resource from which to begin a discussion.		

<b>INDICATOR</b>	<b>MEASUREMENT TOOL/APPROACH</b>	<b>SAMPLING STRATEGY &amp; SIZE</b>	<b>FREQUENCY &amp; SCHEDULE OF DATA COLLECTION</b>
Follow through with psychosocial assessment.	We'll monitor attendance and cooperation at assessment.	200 clients - all clients will be evaluated regarding follow up.	At the completion or non-attendance at psychosocial assessment.
Follow through with referrals to outside agencies.	Clients will self-report and Nest staff will follow up with agencies.	200 clients - all clients will be evaluated regarding follow up.	At 1 month and at the end of 10 week period.
Participate in 10-week group.	They will self-report through a Likert scale research tool.	200 clients - all clients will be evaluated via a self-report.	End of 10 week group.
Staff will follow up with Restorative Justice and Family Court.	We'll check the numbers of cases dismissed from court.	200 clients - all clients will be evaluated.	Review of disposition of cases as per court docket.