

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, **KENTUCKY CANCERLINK, INC. (f/k/a KENTUCKY PINK CONNECTION)** with offices located at 2425 Regency Road, Suite B, Lexington, Kentucky 40503, (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 (1/4th) of which shall be payable in July 2014 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:

Kentucky CancerLink
P.O. Box 23088
Lexington, Ky 40524
Attn: Wicki Bluvias-Booth

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

KENTUCKY PINK CONNECTION ^{ELKIA}
Kentucky CancerLink, Inc.

BY:

Jim Gray
Jim Gray, Mayor

BY:

Wicki Bluvias-Booth
Title: Executive Director

ATTEST:

Matth Mall, 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: Kentucky CancerLink, Inc. (f/k/a Kentucky Pink Connection)

Program Name: HealthLink Transit Program

LFUCG Partner Agency Program Funding: \$38,000

Program Summary: Kentucky Pink Connection (KPC) through the "Fayette County Connection program" (FCC) will continue to provide patient navigation services for men and women in Fayette County who are in need of evidence-based cancer screening and support following a cancer diagnosis. Since 2008, KPC has encouraged medically under-served populations statewide to obtain evidence-based cancer screenings, and KPC has followed up with support as needed. KPC is currently providing navigation services for breast, cervical and colon screenings. Our navigation services include prevention education, transportation, childcare, wigs, mastectomy supplies, lymphedema garments and other personal needs. With continued LFUCG support, our goal is to navigate and follow a minimum of 750 under-served Fayette County citizens through the healthcare system.

With the 2014 implementation of the Affordable Care Act and the expansion of the Ky Medicaid program, many residents of Fayette County will be eligible for health insurance. FCC will help people address factors that influence healthcare such as: the availability of health insurance through the Kynect program, assistance in finding medical providers, disease prevention education, transportation, employment issues and other barriers identified that may prevent patients from obtaining screenings and/or completing treatment. By concentrating on the prevention and wellness of Fayette County residents, we strive to create a healthier community.

Long-Term Program Goals: The long-term program goals for the Fayette County Connection program are to enable underserved citizens to receive evidence-based preventive cancer screenings and support after a diagnosis of cancer. Through the Fayette County Connection Program a minimum of 750 people in need of education, preventive screenings and support will have the prospect of having a positive outcome. With FCC support they can return to their daily lifestyle and continue to support their families and the community.

ACTIVITIES	OUTPUTS	OUTCOMES
Navigation	750 people will receive personalized assistance in obtaining education, screening and support during a cancer diagnosis relative to preventive cancer screenings as well as cancer diagnosis.	Navigation will lead to increased knowledge about preventive screenings, access to healthcare and support. All outcomes will be tracked, along with survey results on how this assistance impacted their journey.
Outreach	200 people will receive educational materials and support through programs such as "Count me in", displays at various health fairs and face to face counsel.	Increase clients knowledge and willingness to complete screenings and treatment. The distribution of materials will be tracked and reported.
Follow-up Services & Patient Services	250 people will be provided supplies, transportation and support during a diagnosis of cancer.	Numbers of people, services and supplies will be tracked and reported.
Referral Services	Our ratio of services per client is 2.5. Many are referrals to other community organizations that provide assistance for barriers identified by FCC staff.	Decrease barriers people are facing and increase positive outcomes for cancer survivors. Services are tracked and reported.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
The program's effects are tracked by number of patients served, type and patient services and type and cost of supplies provided.	Access Database	All participants and services provided will be counted.	Monthly and reporting required by LFUCG.
Increase compliance to receive preventive screening and continue treatment as required.	Access Database, survey and interview	All participants and services provided will be counted.	Quarterly and reporting required by LFUCG.
Supportive care services	Access Database, survey and letters of appreciation from clients, types of services will be tracked	All participants and services provided will be counted.	Monthly and reports required by LFUCG.