

## PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 11<sup>th</sup> day of July, 2017, 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, **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.** with offices located at 710 West High Street, Lexington, Kentucky 40508, (hereinafter "Organization").

### WITNESSETH

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, 2017**, and continuing for a period of two (2) years 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 and Six Thousand, Eighty and 00/100 Dollars (\$206,080)** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference as Exhibit A, one-eighth (1/8<sup>th</sup>) of which shall be payable in August 2017 or shortly thereafter upon receipt of an invoice, with one-eighth (1/8<sup>th</sup>) payable each quarter thereafter upon submission of a quarterly invoice and a detailed quarterly program report. **Quarterly invoices and detailed program reports shall be submitted by October 16<sup>th</sup>, 2017, January 15<sup>th</sup>, 2018, April 16<sup>th</sup>, 2018, July 15<sup>th</sup>, 2018,**

**October 15<sup>th</sup>, 2018, January 14<sup>th</sup>, 2019, and April 15<sup>th</sup>, 2019. A two-year-end program report shall be submitted by July 15<sup>th</sup>, 2019.** 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 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

5. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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, 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.

11. 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.

12. This instrument, and the Addendum 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.

13. 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.

14. 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

COMMUNITY ACTION COUNCIL FOR  
LEXINGTON-FAYETTE, BOURBON,  
HARRISON & NICHOLAS COUNTIES, INC.

BY: \_\_\_\_\_  
Jim Gray, Mayor

BY: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Urban  
County Council



# Addendum

**Agency:** Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.

**Priority Area:** Food Insecurity & Nutritional Access

**Program Name:** Healthy Meals on a Budget (HMOB)

**LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding:** \$22,080 (\$11,040 per FY)

**Program Summary:** Targeting Fayette County families with very low to marginal food security that include small children, the Healthy Meals on a Budget (HMOB) program will operate as an extension of Head Start/Early Head Start (HSEHS), a group of federally-funded child development programs that promote comprehensive school readiness in young children from low-income backgrounds. An integral part of the Council's HSEHS programming is its anti-obesity efforts, including the promotion of healthy diet and physical activity. HMOB will provide families with practical education on food purchasing and preparation, placing equal emphasis on household economy and nutrition. The program also includes a component that will promote water consumption as an alternative to sugary beverages. Services are delivered to parents and children in tandem, supporting whole-family engagement in all aspects of children's education and development in accordance with HSEHS's service philosophy.

**Desired Outcomes for Clients:** The goal of HMOB is that families with low income will feel more knowledgeable, inspired, empowered, and motivated to make health-informed choices at all points of household food management, from selection and purchasing to preparation and consumption. Participating families will feel enthusiastic rather than intimidated by the prospect of "healthy eating," and, through ongoing communication between parents and children, will discover practical ways that they can fit healthier choices into their lifestyles, budgets, and personal tastes.



**For LFUCG Agreement Addendum and Quarterly Reporting purposes,** describe below how you will ensure clients' needs are met or goals are achieved Please summarize based on your previous answers to questions above referenced in each column.

<b># of Clients to be Served per year</b>	<b>Desired outcome for client</b> (from Question 5.1a.2)	<b>Service or activities to achieve goal</b> (from Question 5.1a.3)	<b>Unit of service, frequency, length</b> (from Question 5.1a.3)	<b>Measure of effectiveness</b> (from Question 5.1b.1)	<b>Sampling size and frequency</b> (from Question 5.1b.3)
90 families /year	Families attend HMOB workshops and have a satisfying family engagement experience	Workshops providing opportunities for group learning, hands-on activities, and a shared meal	8 workshops/year (1 workshop every 1-2 months); each 2 hours in duration	Attendance data collected at workshops; satisfaction expressed through post-workshop questionnaire	Sample of at least 80 unduplicated families; questionnaires collected at each workshop
90 families /year	Families demonstrate gains in knowledge about nutrition, food preparation, and food budgeting	Workshop discussions about nutrition, food preparation, and budgeting in relation to a featured meal; informational materials provided to families	8 workshops/year (1 workshop every 1-2 months); each 2 hours in duration	Self-reported gains in knowledge captured in post-workshop questionnaires	Sample of at least 80 unduplicated families; questionnaires collected at each workshop
90 families /year	Families have increased self-efficacy in household food management	Workshop discussions about household food management, specific to Fayette County; informational materials provided to families	8 workshops/year (1 workshop every 1-2 months); each 2 hours in duration	Self-reported increases in self-efficacy captured in post-workshop questionnaires and follow-up questionnaires at 3-6 months	Sample of at least 25 unduplicated families; follow-up questionnaires administered at least twice/program year
90 families /year	Families are motivated to make dietary changes in the interest of health	Workshop discussions about the importance of nutrition and easy, affordable strategies for improving nutrition	8 workshops/year (1 workshop every 1-2 months); each 2 hours in duration	Self-reported increases in motivation captured in post-workshop questionnaires and follow-up questionnaires at 3-6 months	Sample of at least 25 unduplicated families; follow-up questionnaires administered at least twice/program year
90 families /year	Families make long-term adjustments in household food management	Workshop discussions about household food management, specific to Fayette County; informational materials provided to families	8 workshops/year (1 workshop every 1-2 months); each 2 hours in duration	Self-reported changes in household food management captured in workshop follow-up questionnaires at 3-6 months	Sample of at least 25 unduplicated families; follow-up questionnaires administered at least twice/program year
90 families /year	Families increase intake of water as an alternative to other beverages	Workshop discussions and integrated classroom lessons promoting water as a beverage and discussing affordable, convenient, appealing options for drinking water	8 workshops/year, each 2 hours in duration; integrated with HSEHS classroom activities	Self-reported increases in water drinking captured in workshop follow-up questionnaires at 3-6 months	Sample of at least 25 unduplicated families; follow-up questionnaires administered at least twice/program year

# Addendum

**Agency:** Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.

**Priority Area:** Emergency Shelter

**Program Name:** Emergency Family Housing (EFH)

**LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding:** \$184,000 (\$92,000 per FY)

**Program Summary:** EFH is intended as a temporary solution to annually address the emergency shelter and supportive service needs of at least 24 unduplicated two-parent and group families not otherwise eligible for services as a unit in Lexington’s existing shelter network. 100 percent of families will have originated within Lexington-Fayette County. All guest families will meet the definition of “family” as defined by HUD’s Equal Access Rule. Designed with the understanding that separation may exacerbate an already difficult situation, EFH utilizes a non-traditional shelter model that allows the Council to meet the varying needs of each family through short-term hotel stays or up to 90 days in a master-leased apartment—or some combination in between—without requiring the family to separate. Extensions beyond 90 days will be made on a case by case basis. Intensive case management and ongoing supportive services will help families in meeting immediate and ongoing needs, such as obtaining personal care items and accessing local resources, while also providing the family with the necessary support to assist them in obtaining permanent housing as rapidly as possible.

## Program Results and Effectiveness:

*Outputs for 7/1/2017 through 6/30/2018*

Number of Beds Available: 30

Number of Units Available for Families: 5

Number of Unduplicated People Served: at least 24 unduplicated two-parent and group families not otherwise eligible for services as a unit in Lexington’s existing shelter network

*Outcomes and Targets for 7/1/2017 through 6/30/2019*

Outcome Measure	FY18 Target	FY19 Target
Average length of stay in shelter	45 days	40 days
% of residents who exited shelter and had returned to homelessness within 12 months	10%	10%
% of residents who exited shelter to permanent housing	90%	90%

**For LFUCG Agreement Addendum and Quarterly Reporting purposes,** describe below how you will ensure clients' needs are met or goals are achieved Please summarize based on your previous answers to questions above referenced in each column.

# of Clients to be Served per year	Desired outcome for client	Service or activities to achieve goal	Unit of service, frequency, length	Measure of effectiveness	Sampling size and frequency
48 Families (24 per year)	FY 18 & 19– The average length of stay in shelter for families will be 45 days.	1. Intensive Case Management 2. Comprehensive Assessment 3. Financial Assistance, as appropriate	1. Min. 30-min. meeting with EHC/FDS; weekly; ongoing 2. VI-SPDAT- within 7 days of entry, one time. SPDAT - within 21 days of entry, one time. 3. as needed	Obtains permanent housing within 45 days.	24 families per year, reported quarterly
48 Families (24 per year)	For both FY 18 & 19, no more than 10% of families who exited shelter will return to homelessness within 12 months of exit.	1. Intensive Case Management 2. Comprehensive Assessment 3. Financial Assistance, as appropriate 4. Follow-up	1. Min. 30-min. meeting with EHC/FDS; weekly; ongoing 2. VI-SPDAT- within 7 days of entry, one time. SPDAT - within 21 days of entry, one time. 3. as needed 4. Follow-up at 3-, 6-, and 12- months, linkage to ongoing case management/other supportive services, as appropriate	No more than 10% of families who exited shelter will return to homelessness within 12 months of exit	24 families per year, reported quarterly
48 Families (24 per year)	For both FY 18 & 19, at least 90 % of shelter guest families will exit shelter to permanent housing	1. Intensive Case Management 2. Comprehensive Assessment 3. Financial Assistance, as appropriate 4. Establishing relationships with landlords	1. Min. 30-min. meeting with EHC/FDS; weekly; ongoing 2. VI-SPDAT- within 7 days of entry, one time. SPDAT - within 21 days of entry, one time. 3. as needed 4. Direct contact with local landlords; ongoing	At least 90% of families will exit shelter to permanent, stable housing	24 families per year, reported quarterly