

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, **JUBILEE JOBS OF LEXINGTON, INC.** with offices located at 1450 N. Broadway, Lexington, Kentucky 40505, (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 **Twenty Eight Thousand Two Hundred Twenty (\$28,220.00)** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by refer-

ence, 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:

Jubilee Jobs of Lexington  
1450 N Broadway  
Lexington KY 40505

Attn: Cary Plummer  
Executive Director

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

JUBILEE JOBS OF LEXINGTON, INC.

BY:

Jim Gray  
Jim Gray, Mayor

BY:

Cary Plummer  
Title: Executive Director

ATTEST:

Marta Waller  
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:** Jubilee Jobs of Lexington

**Program Name:** Jubilee Jobs of Lexington

**LFUCG Partner Agency Program Funding:** \$28,220

**Program Summary:** The mission of Jubilee Jobs is to help local, disadvantaged residents of Fayette County move from poverty and despair to dignity and hope through a two-week employment training program with a goal of helping each participant to secure sustainable employment. The agency conducts a weekly, Monday morning orientation session that is open to anyone who wants to attend. It is expected that at least 600 people, mostly Fayette County residents, will attend an orientation session during the funding period. At the end of each orientation, attendees are offered the opportunity to enroll for the two-week, seven step employment assistance program.

Enrolled clients spend the first week preparing their job history and gathering employment identification information. The second week begins with a structured interview process with trained Job Counselors to determine experience, marketable job skills and abilities as well as any barriers to employment. Clients also attend workshops on interviewing skills and conflict resolution. The second week concludes with a personal resume preparation.

Because a majority of our clients have various background issues which affect employability, our Job Counselors spend a considerable amount of time with each client to address needs specific to them as it relates to their particular background issues. Our goal is to help them secure a position with a company that is willing to give them a second chance.

Clients are included in a database so we can monitor their progress and successes and they are expected to fully participate in the above process.

**Long-Term Program Goals:** To make a significant reduction in the unemployment rate for a disadvantaged portion of Fayette County residents who struggle to find a sustainable job that would move them from poverty and despair to dignity and hope. Many of the barriers faced by these residents include felonies, unstable job history, lack of marketable skills, inability to properly approach employers, poor conflict resolution skills, and no resume. In order to reduce unemployment for this segment of our residents, Jubilee Jobs provides a tested and successful approach for job preparation and placement in real job opportunities.

ACTIVITIES	OUTPUTS	OUTCOMES
<p>In-depth client interview with a Job Counselor to include review of job and other history, an assessment of marketable skills and determination of ideal job type</p>	<p>Our goal is to provide employment preparation services to at least 600 new clients during the next year.</p>	<p>A large portion of the participants who commit fully to the program are expected to obtain a job during the year. It is expected that 170 clients will acquire new jobs.</p>
<p>Job preparation workshops to include training in interviewing preparation and conflict resolution skills</p>	<p>It is expected that about 52% of clients who attend the program orientation or 312 will complete all the job preparation workshops.</p>	<p>All clients who complete the two program workshops (312) will have gained valuable job preparation and retention skills which will help them in their job search and maintaining a secured job. Of the anticipated 170 people that obtains a new job with the help of the interviewing workshop, we believe that our conflict workshops will help at least 60 of these clients with job retention that might have lost their job otherwise.</p>
<p>One-on-one resume preparation so each client will be able to articulate their marketable skills</p>	<p>We estimate that approximately 43% of clients who attend the program orientation or 211 will complete the resume portion of the program.</p>	<p>Clients who finish the program with a completed resume will have a considerable advantage over those who don't. This group is much more likely to obtain employment. It is expected that at least 80% of this group will be employed during the year.</p>
<p>Discussions with employers regarding specific clients, scheduled job interviews, regular interaction with clients, referral to open jobs, and assistance with online application process.</p>	<p>Historical data indicates about 38% of those clients who began the program will actually complete all phases and will actively seek employment.</p>	<p>Clients who complete the program will have high positive outcomes, with an estimated 46% of interviews scheduled resulting in a job offer. Most clients go to multiple interviews.</p>
<p>Ongoing commitment to all clients to include periodic "Move Up Meetings," additional formal education, mock interviews, assistance with work attire as well as help with grooming needs and job transportation as required.</p>	<p>Ongoing job-related services are provided to any client who seeks such assistance. Typical Move Up Meetings will have an attendance of around 30 employed clients. Move Up Meetings assist clients with improving their marketable skills and ultimately upward mobility within their company. We will assist another 70-100 clients throughout the year with mock interviews, clothing, grooming and transportation assistance.</p>	<p>Providing ongoing services plays a vital role in continued success of employed clients. Our goal is to increase the number who participate in such services by at least 20% during the year.</p>

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Potential client attends orientation and signs voluntary program commitment form	We maintain weekly records of those who attend orientation meetings and those who complete the voluntary program commitment form.	We record data from this measurement tool on all attendees.	This data is collected on a weekly basis throughout the year and is recorded in an ongoing spreadsheet.
Client completes basic job training program	A weekly chart is used to gather attendance and participation in the program.	Attendance for all phases of the program is tracked for all participants.	This data is tracked weekly and is used to determine the success of the program.
Client obtains new job through the program	We use an Access database to keep track of the activity of all clients in our program to include job interviews and hires.	For each client, we record interviews and hires.	We use this date to create monthly Excel spreadsheets which shows the activity of our program and associated successes.
Client stays on new job at least 6 months	Our database tracks this information so we can see if clients are sustaining longer term employment.	We can prepare reports which will display longevity of clients starting mid-year 2013.	When clients leave a job, we record the date they left and the reason. This is somewhat dependent upon the client contacting our office with this information, although many do so to get further assistance with placement in another job.
Client attends periodic Move Up Meetings for additional training	We have clients sign in at all Move Up Meetings and we record their attendance in their record in the database. We record any job advances in the client records.	We chart attendance at Move Up Meetings with a goal of increasing the number of participants.	We are having Move Up Meetings about 6-8 times per year and track the information accordingly.