

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, **MASH SERVICES OF THE BLUEGRASS** with offices located at 536 West Third 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, 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 **One Hundred Twenty Thousand Eight Hundred Seventy (\$120,870.00)** 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 2012 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 10th, 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. 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

MASH SERVICES OF THE
BLUEGRASS

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

Transitional Housing Program (Program 1 of 2 Funded)

Agency: MASH Services of the Bluegrass, Inc.

Program Name: Transitional Housing Program

LFUCG Partner Agency Program Funding: \$28,985

Program Summary: The primary goal of the Transitional Housing Program is to reduce the incident of homelessness among youth ages 17-21. Through provision of services and rent subsidies it is our agency's goal to provide stable housing and supportive case management. The Transitional Housing Program provides specific services such as life skills groups, case management and rent subsidies to this target populations. The program allows for 10 participants between the ages of 17-21 throughout the year. Youth must reside in Fayette County to be eligible for funding. Youth will have access to staff and services 7 days a week, 365 days a year.

Long-Term Program Goals: The overall goal of the program is to help homeless youth achieve self-sufficiency and transition successfully into adulthood. The program goals require that 97% of participants served will choose to access safe, appropriate, housing rather than returning to the streets and the number of youth who have safe and stable living conditions will increase. Eighty percent of participants will demonstrate increased independence as a result of life skills and support gained while residing in supportive housing and 90% of participants will demonstrate increased competencies in the area of job-readiness by obtaining employment within the first three months of entering the program. Ninety percent of participants will demonstrate increased competencies in the areas of educational achievements by obtaining either their G.E.D. or high school diploma or be in the process of completing either of these achievements.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Staff: Youth Advocates, youth workers, administrative staff, Executive Director	Crisis counseling, case management, safety planning, referrals, transportation, employment support	10 safety plans; 100 case management contacts; 100 units of transportation; 50 employment support activities	10 youth will have increased safety and will achieve stable living conditions
Facilities: Beacon Station Outreach Center	Provision of basic needs, food, counseling space, showers, laundry center	10 youth housed; 50 meals provided	10 youth will experience safety and have their basic needs met as a result of our drop-in center
Equipment: telephones for crisis calls and client use, vehicles for client transportation, computer, printers, and internet for client employment and education support and case management	Twenty-four hour crisis line, transportation to medical appointments, school, G.E.D. classes, places of employment, individualized case management	100 crisis calls answered; 100 units of transportation; 100 case management contacts	10 participants will demonstrate increased competencies in education achievement and employment
Life Skills resources: community presenters, financial literacy curriculum, staff teaching, local banks and employers	Life skills groups, financial literacy groups, individual life skills and financial literacy sessions	30 life skills groups; 50 individual life skills sessions; 16 financial literacy groups	10 participants will demonstrate increased competencies in the area of job-readiness

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Completed safety plans, completed goals, case notes evidencing referrals and support	Case files and case notes	Files from all participants in the program will be audited	Quarterly (September, December, March, June)
Participants will indicate that their basic needs were met while participating in the program	Client Satisfaction Surveys	Files from all participants in the program will be audited	Quarterly (September, December, March, June)
Participants will gain employment and housing within 3 months	Client Satisfaction Surveys, Case files and case notes	Files from all participants in the program will be audited	Quarterly (September, December, March, June)
Participants will score higher on post-tests taken.	Case files and case notes	Files from all participants in the program will be audited	Quarterly (September, December, March, June)

Addendum

MASH Drop Inn Emergency Shelter (Program 2 of 2 Funded)

Agency: MASH Services of the Bluegrass, Inc.

Program Name: MASH Drop Inn Emergency Shelter

LFUCG Partner Agency Program Funding: \$91,885

Program Summary: MASH will strive to serve 275 children and youth in its residential program during FY 2013. The target population consists of Fayette County residents age birth to 17 who are abused, neglected, runaway or homeless, and those experiencing serious parent-child conflict or who otherwise cannot return home due to safety issues. Youth referred to our program through Fayette County District and Family Court judges will also be eligible for services under this funding. All youth will be offered a wide array of services through MASH, including crisis counseling, case management, transportation, education and employment support, safety planning, and enrichment services in addition to all basic shelter services such as food and hygiene supplies.

Long-Term Program Goals: Expected long-term program goals include a decreased incidence of runaway and homeless youth; increased placement of program participants into stable housing situations; improvement in the family life circumstances of those who return to their family; improvement in program participants' ability to cope with emotional and social pressures; and a greater capacity among participant families to acquire the necessary resources to care for themselves and their children.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Staff: Youth Advocates, and Youth Workers, administrative staff, Executive Director	Supervision, crisis counseling, case management, emotional support, safety planning, enrichment activities, referrals	90 safety plans will be formed by youth; 825 emotional support sessions; 825 referrals to service providers	30% of youth will complete a safety plan during their stay; 75% of families will receive referrals to other service providers
Facilities: MASH Drop Inn emergency shelter and Beacon Station Outreach Center	Provision of basic needs in a safe, clean and friendly environment: food, beds, counseling space, dining facilities, basketball court.	275 youth; 3,300 meals; 1,650 nights; 3,300 meals; 550 individual counseling sessions	100% of participants will have their basic need for safety met while at MASH.
Enrichment resources: art supplies, community presenters, sporting goods, games, local recreational venues	Enrichment activities such as art projects, groups on life skills and decision making, group games, basketball, trips to museums	200 group enrichment activities; 275 individual life skills sessions	80% of youth will participate in enriching activities while at MASH; 70% of youth will demonstrate improved life skills
Equipment: telephone for crisis calls; vans for transportation; computers, printers and internet for case management	Twenty-four hour crisis line; transportation to and from school, court, and medical appointments; individualized case management.	100 crisis calls answered; 825 case management contacts; 1,100 units of transportation provided	90% of youth will attend school daily while at MASH.
Supplies for meeting basic needs: beds, food, hygiene supplies, clothing, school supplies, necessary medications	Staff will provide safe shelter, nutritious meals and snacks, hygiene and school supplies, and clothing to participants.	275 youth; 1,650 nights; 3,300 meals	100% of participants will have their basic needs for shelter, food, and clothing met while at MASH.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Completed and signed safety plan; case notes evidencing referrals	Case files and case notes	Files of all youth residing at MASH more than 24 hours will be audited	Quarterly (September, December, March and June)
Youth will indicate that they felt safe while residing at MASH.	Client Satisfaction Surveys	Files of all youth residing at MASH more than 24 hours will be audited	Quarterly (September, December, March and June)
Youth will participate and provide feedback.	Case notes and Client Satisfaction Surveys	Files of all youth residing at MASH more than 24 hours will be audited	Quarterly (September, December, March and June)
Youth will wake and dress for school and accept transportation.	Case notes	Files of all youth residing at MASH more than 24 hours will be audited	Quarterly (September, December, March and June)
Youth will verbalize needs and express whether they were met.	Intake forms, case notes, Client Satisfaction Surveys	Files of all youth residing at MASH more than 24 hours will be audited	Quarterly (September, December, March and June)