

## PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT ("Agreement") made and entered into on the first day of July, 2022, by and between the Lexington Fayette Urban County Government ("Urban Government") and the Hope Center, Inc. ("Hope Center") with offices located at 298 West Loudon Avenue, Lexington Kentucky 40508.

### WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Division and the Hope Center agree as follows:

1. The Urban Government hereby retains the Hope Center for the period beginning on July 1, 2022 and continuing for a period of twelve (12) months from that date unless within that period the Urban Government gives the Hope Center thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date the notice is given.
2. The Urban Government shall pay the Hope Center the sum of One Hundred Eighty One Thousand Dollars (\$181,000) for the services required by this Agreement. Said service more particularly described in the Addendum attached hereto and incorporated herein by reference. Payment shall be made in 12 equal monthly installments of Fifteen Thousand Eighty-Three Dollars and Thirty-three Cents (\$15,083.33) upon the submission of invoicing. A detailed quarterly program report shall be submitted to the Urban Government no later than October 15, 2022; January 15, 2023; April 15, 2023 and July 15 2023.
3. In the event of termination of this Agreement by the Urban Government as provided for in paragraph 1 above, the Hope Center shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.
4. The Hope Center 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. The Hope Center shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the Urban Government, its officers, agents and employees against any claim or liability arising from and based on the Hope Center's violation of any such laws, ordinances or regulations.
5. All of the Hope Center employees, agents, and representatives, wishing to enter the Urban Government's detention facility must first receive a security clearance prior to entrance. Requests for security clearances will be done so by contacting the Division of Community Corrections at least three weeks prior to the intended entrance. The Urban Government

reserves the right to refuse entrance to any person(s) not in possession of a security identification badge or to confiscate any security identification badge issued at its discretion.

6. The Urban Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Hope Center. The Urban 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 the Urban Government, or its designee, shall in no manner be presumed to relieve in any degree the responsibility or obligations of the Hope Center, nor to constitute the Hope Center as an agent of the Urban Government.
7. The Hope Center shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a compliance 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 the Hope Center conducts business. The policy shall be submitted to the Urban Government for review within thirty (30) days of the execution of this Agreement.
8. 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.
9. Notice – any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

The Hope Center, Inc.

P.O. Box 6

Lexington KY 40588

Attn: Jennifer Hertweck- Chief Financial Officer

LFUCG: LFUCG – Division of Community Corrections  
600 Old Frankfort Cr  
Lexington, KY 40510  
Attn: Lisa Farmer, Director

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, in the year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: *Linda Gorton*

Linda Gorton, Mayor

HOPE CENTER

BY: *Rafael Friday* *Rafael Friday 6.1.2022*

TITLE: Executive Director

ATTEST:

*Maximie Stock*

Clerk of the Urban County Council

## ADDENDUM

### **DETENTION CENTER RECOVERY PROGRAM**

**PROGRAM SUMMARY:** Both innovative and creative, the Detention Recovery Programs provides daily, full-day recovery services Monday – Friday to inmates of the Fayette County Detention Center. To complete the program, participants take an average of 92 classes and attend 204 meetings. Program capacity is 15 women and 30 men, and the program serves about 106 participants annually. Program goals are success completion of all program components. All participants receive daily lessons in the 12-Steps and Recovery Dynamics, supplemented with additional classes. Community Meetings, held 2-3 times weekly, address issues that arise from day-to-day community living. Participants hold themselves and their peers accountable for conduct and a commitment to change. The community meetings help participants by identifying specific issues that may be impeding recovery, such as a loss of focus, reoccurring destructive behaviors or unacceptable program behavior. The community members make suggestion, and through a vote select a learning experience that will help the participant gain insight into the need for change. Cognitive Behavioral Intervention (CBI), is presented in two course, Thinking for a Change, and Problem Solving for Offenders. Both courses are endorsed by the National Institute of Corrections to promote effective changes in offender thinking patterns. The courses teach offenders to change and manage antisocial feelings and thinking; increase self-control, self-management and problem solving skills; and to recognize risky situations and develop plans to deal with them. Transition planning starts about halfway through the program.

The Detention Recovery Program addresses the bonus point-eligible need area of substance abuse; and we request these bonus points.

**Long –Term Program Goals:** The long-term program goal:

1. To provide services that will result in reduced recidivism among program participants who complete the program

| <b>ACTIVITIES</b>   | <b>OUTPUTS</b>   | <b>OUTCOMES</b>  |
|---|--|--|
| Program management, coordination with Detention Center, coordination with community and agency partners, coordination of volunteer activities, maintenance of existing staff levels | Provision of ongoing supervision and support to staff and volunteers; ongoing coordination with all community partners   | Consistent ongoing day-to-day management of the program, including consistent procedures and clear communication to participants |
| Provision of services including screening, mentoring, counseling, classes, community meetings, transition planning, and other core services.  | Provision of program admission for 44 women and 62 men, and provision of classes and other services provided Monday – Friday of each week for up to 15 women and 30 men. | An admission –to-completion ration (a/c) of 43% for women and 60% for men.   |
| Provision of Recovery Dynamics, Cognitive Behavior Intervention, AA materials, and other necessary teaching resources.  | Distribution of materials to up to 15 women and 30 men.  | Improved knowledge of Recovery Dynamics in 50% of participants who remain in the program for at least 30 days.                   |

| <b>INDICATOR</b>   | <b>MEASUREMENT TOOL/APPROACH</b>   | <b>SAMPLING STRATEGY &amp; SIZE</b>  | <b>FREQUENCY &amp; SCHEDULE OF DATA COLLECTION</b>   |
|--|--|--|--|
| Satisfactory Program Management                          | Documented issues, problems or grievances from clients or detention center staff | All Hope Detention Recovery Program employees, and all participants in the recovery programs to the extent that grievances will be collected | Reported weekly as part of ongoing Hope Center management team meetings, with written documentation available. |
| Advancement in program, program completion               | Program records indicating admissions and completions                            | All participants who are admitted to the program   | Information is compiled monthly as part of Hope Center's ongoing data collection, management, and analysis     |
| Satisfactory completion of Recovery Dynamics evaluations | Regular Recovery Dynamics evaluations  | All participants who remain in the program at least 14 days  | At least weekly  |