

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2013, 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 PINK CONNECTION** with offices located at 2417 Regency Road, Suite C, 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, 2013**, 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 Thousand Four Hundred Dollars (\$20,400.00)** 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 2013 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.

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.

18. All investments shall be reviewed monthly by a finance or investment committee of the agency.

19. Local bank-trust firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

20. 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.

21. Notice - Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

Attention:

Kentucky Park Connection
P.O. Box 25088
Lexington, Ky 40524

Attn: Vicki D Blewins-Booth

City 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

BY:

Jim Gray
City Mayor

BY:

Vicki D Blewins-Booth
Title: Executive Director

ATTEST:

Meredith Nelson, Deputy
Clerk of the Urban
County Council

* The addendum referenced in items I and II must be attached
to this document and approved prior to the start of fiscal year
payments.

Addendum

Agency: Kentucky Pink Connection

Program Name: HealthLink Transit Program

LFUCG Partner Agency Program Funding: \$10,200

Program Summary: Kentucky Pink Connection (KPC) currently provides patient navigation services to women in Central and Eastern Kentucky who are in need of breast health education, screenings, and support after a diagnosis of breast cancer. During the past 4 3/4 years, our number one request remains assistance with transportation.

KPC wishes to maintain their HealthLink Transit Program made possible through grant monies received through the LFUCG. This program will continue to provide preventive screening education and transportation assistance to women residing in Fayette County who need preventive screenings such as clinical breast exams, pap test, and mammograms. In addition, KPC is a partner on a grant through the Lexington-Fayette County Health Department made possible through the state. KPC navigates medically underserved age-eligible citizens to obtain their FIT test, Fecal Immunochemical Test, to screen for colon cancer. Clients may call or email a request for services. The transportation service will be secured by KPC staff. Methods of transportation will consist of taxi services, community transportation services and public transit services that provide timely and safe transportation. Transportation will be scheduled and provided upon completion of the client intake and eligibility determination. LFUCG funds will provide staff, marketing and transportation cost for the HealthLink Transit Program. The program will be housed at the office of the KPC located at 2417 Regency Road, Suite C, Lexington, Kentucky, 40503. KPC will provide HealthLink Transit with office space, equipment, phone and staff support. Services provided by the KPC will be furnished as in-kind support.

Long-Term Program Goals: The long-term goal of the HealthLink Transit Program is to remove transportation barriers for citizens in Fayette County when preventive care is needed and establishing a community program that provides safe and reliable mode of transportation to preventive cancer screening appointments. Regular screenings can detect cancer in its early stages when it is the easiest to treat. Early detection and treatment can improve survival and reduce mortality rates. Our long-term goal is to save lives by early detection.

ACTIVITIES	OUTPUTS	OUTCOMES
Transportation Services	125 people will be provided transportation	Increase the number of people in Fayette county receiving preventative cancer screenings
Educational Support	125 people will receive education regarding prevention and recommended cancer screenings needed.	Increase knowledge and willingness to receive cancer screenings
Follow-up Services	125 people will be provided support if needed beyond their screening	Increase compliance to treatment protocols
Referral Services	Those diagnosed with cancer will be referred to nutrition and exercise classes and other supportive care if needed	Increase positive outcomes for cancer survivors

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Preventative Screening Completed	Access Database	All participants will be counted	Monthly and on demand reports
Increase preventative screening education	Survey, interview, and documentation of community presentations	All participants educated will be counted	Quarterly and Final report
Supportive Care Support	Access Database	All participants will be counted	Monthly and on demand reports

Addendum

Agency: Kentucky Pink Connection

Program Name: Fayette County Connection Program

LFUCG Partner Agency Program Funding: \$10,200

Program Summary: Kentucky Pink Connection (KPC) through the proposed "Fayette County Connection program" will be able to continue patient navigation services to women in Fayette county who are in need of support after a diagnosis of cancer. KPC has been educating and encouraging medically underserved populations to obtain evidence-based cancer screenings and supporting them through treatment, but funding was severely cut by its main contributor Susan G. Komen in 2012. KPC is seeking additional supporters in order to continue navigation services. KPC became a recent partner on a grant through the Lexington-Fayette County Health Department made possible through the state. KPC will navigate medically underserved age-eligible citizens to obtain their FIT test, Fecal Immunochemical Test, to screen for colon cancer. If a patient is diagnosed with colon cancer, KPC will navigate that person to receive a colonoscopy and if need be, to treatment. KPC will navigate and follow a minimum of 100 citizens through the health care system and provide support to overcome obstacles they face in order to complete their treatment. LFUCG funds will provide for needed support of patient navigation and will provide support of patient supplies needed in order to support those battling cancer. When all other resources are exhausted, these funds will enable at times, for KPC to become a 'safety-net' for some. Navigation includes negotiating lower rates for services provided, thus saving patients thousands of dollars. The program is housed at the office of the KPC located at 2417 Regency Road, Suite C, Lexington, Kentucky, 40503.

Long-Term Program Goals: The long-term goal of the Fayette County Connection program is to enable citizens diagnosed with breast, cervical, or colon cancer to receive needed support to complete their treatment and have the best possible chance for a positive outcome. Through the Fayette County Connection Program at least 100 people diagnosed with cancer will have a better prospect of having a positive outcome and can return to their life and continue to support their families and community.

ACTIVITIES	OUTPUTS	OUTCOMES
Navigation	50 people will receive personalized assistance through their cancer journey	Measure the number of cancer survivors in Fayette county assisted by KPC; survey results on how this assistance impacted their journey
Educational Support	50 people will receive education regarding treatment support such as discussion about getting second opinions if need be, and/or education about cancer clinical trials if requested.	Increase knowledge and willingness to complete cancer treatment
Follow-up Services & Patient Services	30 people will be provided specific supplies needed to support them when diagnosed with breast cancer	Number and type of product supplied will be tracked
Referral Services	Those diagnosed with cancer will be referred to nutrition and exercise classes and other supportive care if needed	Increase positive outcomes for cancer survivors

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Patient Services/support items given	Access Database	All participants and services provided will be counted	Monthly and on demand reports
Increase compliance to completing treatment protocols	Survey, interview, and documentation on Access Database	All participants assisted by KPC will be counted	Quarterly and Final report
Supportive Care Support	Access Database	All participants will be counted	Monthly and on demand reports