

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____ 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **CASA OF LEXINGTON, INC.**, a Kentucky corporation, ("Organization") with offices located at 3245 Loch Ness Dr, Lexington, Kentucky 40517.

WHEREAS, Organization provides screened, trained and qualified community volunteers to advocate for the best interests of children and youth who are before family court as a result of abuse and neglect (evidenced by Organization's presentation to LFUCG's Social Services and Public Safety Committee, attached hereto as Exhibit B);

WHEREAS, LFUCG believes the services provided by Organization are a valuable public service and desires to contract with the Organization to support the continued provision of these services in Fayette County;

W I T N E S S E T H

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2025 and shall last for a period of 1 year unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. Exhibit "A" – SCOPE of Services for Fayette County
- b. Exhibit "B" - CASA of Lexington presentation to the Social Services and Public Safety Committee_2025-02-25
- c. Exhibit "C" – Reporting Requirements

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "B", and "C" in that order.

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – SCOPE of Services for Fayette County for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Two Hundred Seventy-Eight Thousand Dollars and 00/100 Cents (\$278,000.00) for the performance of the Services. LFUCG shall make payment under this agreement in one lump sum upon receipt of an invoice.

a. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. If Organization desires to use the funds for any purpose not in accordance with Exhibit A, they shall submit a written request to the Director of Youth Services detailing the additional purpose and explaining why it is necessary. The funds may not be used for the additional purpose until the Organization receives written approval of their request. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

b. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to require repayment if it is determined by LFUCG that the Services or materials provided for the Services are inadequate or defective.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30)

days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with quarterly reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. Organization shall provide LFUCG with detailed quarterly reports showing how the funds are being expended only for the service of children in Fayette County. These reports shall include the information requested in Exhibit C, as well as any other information requested by LFUCG. These quarterly reports shall be due on October 17, 2025, January 16, 2026, April 17, 2026, and July 17, 2026. A yearly report shall be due on July 17, 2026.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence) only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or

its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party,

or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted 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 made available to LFUCG upon request.

14. ANNUAL AUDIT. Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

CASA OF LEXINGTON, INC.
3245 Loch Ness Dr.
Lexington, Kentucky 40517
Attn: Melynda Jamison

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Commissioner Kacy Allen-Bryant,
Department of Social Services

21. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

CASA OF LEXINGTON, INC.

BY: _____

ATTEST:

WITNESS: _____

DATE: _____

EXHIBIT "A"

Lexington/Fayette Urban County Government Addendum for Services

SCOPE of Services for Fayette County

CASA of Lexington, Inc. ("Organization") will use the \$278,000.00 provided by LFUCG to provide their advocacy services for children and youth in Fayette County and to support their general operations in Fayette County. This may include expending the funds for the following purposes:

1. Staff serving Fayette County – could include salaries and fringe
2. Volunteer Recruitment
3. Volunteer Training
4. Utilities and IT services for Fayette County building
5. Board Development
6. Office Supplies
7. Any building maintenance or updates
8. Database and Software costs
9. Memberships
10. Trainings for Fayette Staff
11. Mileage reimbursement for Fayette staff and volunteers
12. Printing
13. Postage
14. Equipment

If Organization desires to use the funds for any purpose not listed in sections one (1) through fourteen (14) above, they shall submit a written request to the Director of Youth Services detailing the additional purpose and explaining why it is necessary. The funds may not be used for the additional purpose until the Organization receives written approval of their request.

EXHIBIT "B"

Lexington/Fayette Urban County Government
Addendum for Services
CASA of Lexington, Inc.

**CASA of Lexington presentation to the Social Services and Public Safety
Committee_2025-02-25**

EXHIBIT "C"

Lexington/Fayette Urban County Government
Addendum for Services
CASA of Lexington, Inc.

Reporting Requirements

Advocacy:

Fayette County numbers only

- How many cases (i.e. new cases, how many children)?
- How many children's cases were closed (i.e. number of children, number of cases)?
- How many volunteers to children and total number of advocacy hours?

Demographics:

Fayette County numbers only

- Gender
- Age
- Ethnicity
- Case Closed Time Frame
- Council Districts Served

Volunteer Managers:

- Fayette County Volunteer Managers' Names
 - How many volunteers supervised by each (no more than 30)

Volunteer Training:

- Fayette County volunteers only
 - Date of training?
 - How many trained?

Fundraising, Grants, Donations

- What percentage to Fayette County?

Presentations/Other

- Specific to Fayette County



CASA

Court Appointed Special Advocates
FOR CHILDREN

CASA OF LEXINGTON

What is CASA?

A CASA program provides screened, trained and qualified community volunteers to **advocate** for the **best interests** of children and youth who are before family court as a result of abuse or neglect as defined by state child welfare laws, living at home or in out-of-home care.

What does a CASA volunteer do?

Each CASA volunteer:

- Visits their matched child monthly
- Gathers info about their child's life
- Writes reports and makes recommendations

Requirements to Serve

- 21 years or older
- Pass background checks
- Complete 30-hour training
- Oath of confidentiality
- 12 hours of continuing education annually
- 5-10 hours a month for at least 2 years

What's the difference?

CASA volunteers are unique. Unlike lawyers and social workers who are required to consider the parents' or family's best interests, the CASA volunteer focuses solely on what is best for the child or children.



CASA Mission, Vision and Values

- **MISSION:** CASA of Lexington's trained and supervised volunteers advocate through the family court system to ensure all victims of child abuse and neglect are safe and thrive in a permanent home.
- **VISION:** A community where every child lives and thrives in a safe, caring and permanent home.
- **VALUES:** Integrity, compassion, resiliency, stewardship, collaboration, inclusiveness, professionalism, and sustainability.

History of National CASA



- First CASA program launched in 1977 in Seattle
- Today there are nearly 950 CASA programs nationwide
- 49 of 50 states have CASA programs (North Dakota is the outlier)

History of CASA of Lexington



- Program planning began in 1986
- Became standalone nonprofit in 2003
- Funded by private donations, grants, fundraisers and contributions from local governments
- 2024 volunteers: 275
- 2024 children served: 673
- Counties served: Fayette, Bourbon, Woodford, Scott, Jessamine, Garrard and Lincoln

Fayette County in 2024

- CASA of Lexington volunteers: **163**
- Fayette County children who received a CASA volunteer: **423**
- Number of new substantiated cases of abused and neglect: **1,060**

CASA of Lexington Growth



- 2000: 70 children served
- 2003: 100 children served
- 2008: 102 children served
- 2013: 171 children served
- 2018: 626 children served
- 2023: 681 children served
- 2024: 673 children served

Zach's Story

- One of five kids who survived extreme physical neglect and sexual abuse by their parents
- Moved to placement after placement, no one was willing to keep him long-term
- Provisionally diagnosed with autism; CASA volunteer pushed for assessment that revealed he did not have autism
- Now has appropriate diagnosis and receiving effective interventions
- Adopted and living with one of his siblings
- All five siblings had CASA volunteers
- Four of five have now been adopted and fifth is expected to be adopted soon











What is a CASA Volunteer Manager?

- Paid staff person
- 1:30 ratio to CASA volunteers by state law and National CASA standards
- Attend first home visit
- Always attends court hearings
- Guides CASA volunteers through the process

LOCAL FUNDING FOR CASA SERVICES

In CASA of Lexington's seven-county service region (2023 Calendar Year)

	TOTAL PROGRAM BUDGET \$1,382,122	TOTAL CHILDREN SERVED 681	COST PER CHILD SERVED \$2,030
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BOURBON	FAYETTE	GARRARD	JESSAMINE	LINCOLN	SCOTT	WOODFORD
56% of program budget provided by local governments	11% of program budget provided by local government	45% of program budget provided by local governments	35% of program budget provided by local governments	66% of program budget provided by local governments	29% of program budget provided by local governments	88% of program budget provided by local governments
\$52,392 total annual allocation from local governments	\$100,000 total annual allocation from local government	\$19,892 total annual allocation from local governments	\$40,000 total annual allocation from local governments	\$16,108 total annual allocation from local governments	\$40,000 total annual allocation from local governments	\$46,380 total annual allocation from local governments
\$93,380 cost to serve children	\$911,470 cost to serve children	\$44,660 cost to serve children	\$115,710 cost to serve children	\$24,360 cost to serve children	\$140,070 cost to serve children	\$52,780 cost to serve children
46 children served in 2024	449 children served in 2024	22 children served in 2024	57 children served in 2024	12 children served in 2024	69 children served in 2024	26 children served in 2024

VIDEO