

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, **GREENHOUSE17** with offices located at P.O. Box 55190 (4400 Briar Hill Road), Lexington, Kentucky 40555, (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 **One Hundred Twenty Thousand Two Hundred Forty Dollars (\$120,240.00)** 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 (1/4<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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

GREENHOUSE17

BY:   
Jim Gray, Mayor

BY:   
Title: Executive Director

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

**Agency:** GreenHouse17

**Program Name:** Crisis Intervention and Stabilization Program

**LFUCG Partner Agency Program Funding:** \$92,280

**Program Summary:** The proposed program provides safety and care for adult victims of domestic violence and their dependent children safe while they rebuild their lives as survivors. Five funding priorities are addressed: violence prevention, public health, basic needs, mental health and substance abuse, and positive youth development. The program also responds to the Needs Assessment Barrier of high child care costs for adult victims. Funds will provide salary for four full-time personnel and fulfill these goals:

- Prevent and mitigate risks associated with domestic violence by providing crisis counseling for callers to the agency's 24-hour crisis hotline.
- Meet basic needs for safety and shelter while preventing recurrence of violence by providing access to and provision of comprehensive care--including safety planning, legal advocacy, transportation assistance, individual and group counseling, medical advocacy, and other services--for victims of domestic violence
- Encourage positive youth development by providing child development services and activities for children exposed to domestic violence.
- Reduce barriers to adults accessing stabilization services and opportunities (therapy, education, work) by providing on-site child care services for dependent children of adult victims residing in emergency shelter.
- Collaborate with the with Children's Advocacy Center, Bluegrass Rape Crisis Center, and the Lexington Police Department for reciprocal therapy referrals, joint case reviews, and shared support groups for victims with co-occurring domestic violence and sexual abuse.
- Facilitate public training sessions for service providers and professionals to impart understanding of domestic violence dynamics.

**Long-Term Program Goals:** To lessen duration, prevent recurrence, and mitigate long-term effects of domestic violence victimization in the lives of adults and children in Fayette County with the vision of ending domestic violence in the community.

ACTIVITIES	OUTPUTS	OUTCOMES
Respond to crisis calls placed to the 24-hour hotline for victims of domestic violence.	5,000 callers to crisis hotline will receive crisis intervention counseling.	95% of callers crisis will improve safety, understanding or options.
Provide safe emergency shelter and concomitant care for adult and child victims of domestic violence.	150 adults and 125 children will enter emergency shelter.	95% of adult and child victims of domestic violence will be safe and stable.
Offer in-shelter child care services for victims of domestic violence with dependent children.	100 children in shelter will be provided care while parent is out of shelter fulfilling stabilization and/or self-sufficiency goals.	80% of domestic violence victims with children in shelter will experience fewer barriers to establishing stability after domestic violence.
Provide improved community referral and support for victims of co-occurring domestic and sexual abuse.	15 victims of co-occurring domestic and sexual abuse will be receive therapy sessions and/or participate in support groups co-facilitated by community partners.	80% of victims with identified co-occurring domestic violence and sexual abuse victimization will access shared care services.
Assure child victims of domestic violence maintain academic progress while living in shelter.	75 school-age children living in shelter will receive academic support and school advocacy.	90% of school-age children residing in shelter for more than one week will begin enrollment process or receive homework assistance.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Crisis concerns, questions, and needs addressed.	Confidential client data and communication is captured in electronic database during or directly following each crisis call.	Sample will include count of all crisis calls	Monthly and quarterly statistics compiled by staff and reported to the Kentucky Domestic Violence Association and LFUCG.
Residents in shelter feel safe.	Intake and exit interview paperwork and documentation, case management notes, electronic database entry, minutes from resident round tables and other group sessions.	Sample will include all intake and case management files for all adult and child shelter residents. Surveys will be distributed to all adult residents upon exit date notification.	At shelter intake and exit, during weekly case management meetings, during occurrences of group based sessions, at monthly and quarterly intervals for KDVA and LFUCG reporting. Ongoing aggregate data review for monitoring of progress during grant term.
Adults with children will access child care in shelter.	Child care log with start and end time documentation; weekly case notes related to stabilization and self-sufficiency goals; electronic database entry.	Sample size will include all adult victims with dependent children in shelter requiring child care services while participating in stabilization and self-sufficiency activities.	Monthly and quarterly statistics compiled by staff and reported to the Kentucky Domestic Violence Association and LFUCG.
Victims with co-occurring domestic and sexual abuse will access collaborative services.	Weekly case notes and support group sign in sheets; electronic database entry.	Sample will include all victims with identified co-occurring domestic and sexual abuse.	Monthly and quarterly statistics compiled by staff and reported to the Kentucky Domestic Violence Association and LFUCG.
School-age children in shelter will not fall behind in school	Homework help logs; weekly case notes; electronic database entry.	Sample will include all school-age child victims in shelter.	Monthly and quarterly statistics compiled by staff and reported to the Kentucky Domestic Violence Association and LFUCG.

## Addendum

**Agency:** GreenHouse17

**Program Name:** Trauma Informed Farm Program

**LFUCG Partner Agency Program Funding:** \$27,960

**Program Summary:** LFUCG Partner Agency support for the proposed Trauma-Informed Farm Program will help victims of domestic violence heal from abuse, establish self-sufficiency, and rebuild their lives as survivors. GreenHouse17, an organization committed to ending domestic violence in families and its impact on the community, operates an innovative community-sponsored farm nestled behind the emergency shelter on its 40-acre property in rural Fayette County. The farm provides an agriculture-based healing environment to nurture victims of domestic violence and their dependent children. The program will serve 275 victims of domestic violence in Fayette County while fulfilling these goals related to key priority funding areas:

1.) Meet basic needs of adult and child victims of domestic violence by providing nutritional field-to-table fruits, vegetables, legumes, herbs, and berries for meal preparation in the emergency shelter. 2.) Provide victims of domestic violence through nature-based opportunities to heal from the physical and mental trauma of intimate partner abuse. 3.) Empower clients with information, resources, and access to self-sufficiency options, including establishment of current work histories and introduction to micro-enterprise models.

The program is supported by research related to trauma-informed care for women veterans, \* studies exploring the restorative and healing outcomes of therapeutic gardens, \*\* and examinations of “social farming” as a means to promote healing, social inclusion, education, and social services in rural areas.\*\*\*

**Long-Term Program Goals:** To provide an agriculture-based healing environment to meet the healing and self-sufficiency needs of domestic violence victims as they strive to rebuild their lives as survivors.

ACTIVITIES	OUTPUTS	OUTCOMES
Prepare daily field-to-table meal and snack options for adults and children in shelter	275 adult and child victims of domestic violence in emergency shelter	100% of adults and children residing in shelter for longer than 24 hours will have access to nutritious meal options featuring field-to-table produce.
Offer bi-weekly farm-based support groups for adult victims in shelter.	100 adult victims of domestic violence in emergency shelter	90% of adults residing in shelter more than one week will participate in activities that encourage nature-based healing.
Provide supervision, training, and assistance for job stipend participants.	35 adult victims of domestic violence	90% of adults participating in the farm stipend will acquire at least one workplace skill.
Facilitate regular health-based demonstrations and discussions related to nutrition and well-being.	25 adult victims of domestic violence in emergency shelter	75% of adults and children residing in shelter for more than six weeks will improve understanding of health benefits of good nutrition.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Consuming field-to-table meals	Log of shelter meals prepared.	Sample will include all residents.	Monthly and quarterly statistics compiled by staff and reported to the Kentucky Domestic Violence Association and LFUCG.
Participation in farm groups	Group sign in sheets; case notes, electronic database entry.	Sample will include all adult residents in shelter for at least one week	Monthly and quarterly statistics compiled by staff and reported to the Kentucky Domestic Violence Association and LFUCG.
Farm stipend job performance	Discussion with farm advocate; weekly case notes; electronic database entry.	Sample size will include all farm stipend participants	Monthly and quarterly statistics compiled by staff and reported to the Kentucky Domestic Violence Association and LFUCG.
Making healthier choices	Weekly case notes; survey of shelter residents	Sample size will include all adults residing in shelter for more than six weeks	Monthly and quarterly statistics compiled by staff and reported to the Kentucky Domestic Violence Association and LFUCG.