

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, **THE SALVATION ARMY** with offices located at 736 West Main 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, 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 **One Hundred Ninety Four Thousand Six Hundred Forty Dollars (\$194,640.00)** 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 2013 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 10<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:

The Salvation Army  
440 West Nyack Road  
West Nyack, NY 10994

Attn: Thomas A. Schenk, Secretary

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.

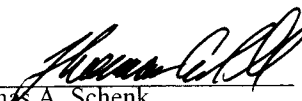
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

THE SALVATION ARMY

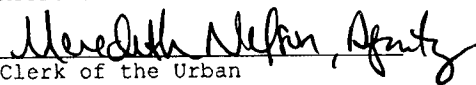
BY:

  
\_\_\_\_\_  
Jim Gray, Mayor

BY:

  
\_\_\_\_\_  
Thomas A. Schenk  
Title: Secretary

ATTEST:

  
\_\_\_\_\_  
Meredith Nelson, Deputy  
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:** The Salvation Army

**Program Name:** Emergency Homeless Shelter & Transitional Living Program

**LFUCG Partner Agency Program Funding:** \$187,500

**Program Summary:** The Salvation Army's comprehensive Emergency Homeless Shelter and Transitional Living Program serves women with/without minor children who are homeless due to physical, emotional and financial difficulties. Many of the homeless people we serve also have addiction disorders, mental illness, or are victims of domestic violence. Our residents usually come to us with multiple barriers, including poor problem solving skills, lack of employable skills, limited education, childcare, transportation or resources. We are open 24 hours a day, 7 days a week serving over 1,100 homeless persons, including children, a year in our program. Our Emergency Homeless Shelter program combats homelessness by providing the comprehensive services needed to acquire the skills, knowledge and behaviors to achieve their highest possible level of self-sufficiency and independence. These comprehensive services include providing food, lodging, basic needs, case management, medical care, life skills classes, educational childcare, mental health services, job skills/readiness training, transportation, medical care and other services. Plans for helping a person achieve the highest level of self-sufficiency starts with case management at intake. Case managers work with participants in developing an individualized case action plan, meet with clients weekly to implement, assess progress, locate and access resources. Life Skills classes on topics such as money management/budgeting, interviewing, resumes, computers, health issues are provided three to four days a week. The Salvation Army's comprehensive Emergency Homeless Shelter and Transitional Living Center is the only program in Lexington which provides these services to this population at single on-site facility.

**Long-Term Program Goals:** The goals of the our comprehensive Emergency Homeless Shelter and Transitional Living Center program are to combat homelessness by providing homeless women, children and families with shelter, food and basic needs, along with comprehensive services that address the issues and barriers at the core of homelessness. The goal of the program is to provide the tools and resources so homeless residents can reach their highest level of independence and self-sufficiency and return to the community.

ACTIVITIES	OUTPUTS	OUTCOMES
<p>Case management-Caseworkers do intake assessments, develop Individualized Case Action Plans, and Discharge Plans; weekly sessions with individual to plan, implement and track progress towards self-sufficiency; assistance in locating and accessing resources such as TANF, Medicaid, SSI; information on employment and housing; mental health counseling and referrals to medical care and other services.</p> <p>Homeless women, families and children will be provided shelter from the rain, wind, heat and cold.</p>	<p>800-900 adult homeless residents will be provided individualized case management.</p> <p>1,100-1,500 homeless women, families and children will be provided safe shelter. There will be around 40,000 nights of lodging/days of care provided.</p>	<p>400-500 Residents will obtain a suitable housing placement.</p> <p>Over 1,100-1,500 Individuals and families will have a safe clean place to stay and the peace of mind that comes from having their immediate needs met.</p>
<p>Life Skills Classes- Life skills classes are provided to help the person develop the life skills needed to achieve their highest level of self-sufficiency. Life Skills classes will be provided on topics such as Budgeting, Personal Finance, Interviewing, Resumes, Parenting Skills, Health, Nutrition, and Healthy Relationship classes</p> <p>All meals will be provided to homeless women, families and children in the program.</p>	<p>Life Skills Classes are offered to all adult homeless residents. 500 adult homeless residents will be provided Life Skills classes. There will be 150 Life skills classes provided on topic such as: Financial Literacy, Budgeting, Interviewing, Resumes, Parenting Skills to help the person develop the life skills needed to achieve their highest level of self-sufficiency.</p> <p>1,100-1,500 homeless women, families and children will be provided meals in the program. Over 120,000 meals will be provided.</p>	<p>300-350 homeless adult residents appropriate for employment or eligible for State/ Federal aid will acquire, maintain or increase their income while in the program.</p> <p>Over 1,100-1,500 Individuals and families will have a safe clean place to stay and the peace of mind that comes from having their immediate needs met.</p>
<p>Case managers work with school social workers and the Lafayette Co. homeless student liaison. Case managers assist in obtaining immunization records, birth certificates and school supplies to ensure children are enrolled in school.</p>	<p>100 school age children will be provided individualized case management. (Varies greatly with family size and age of children and applies to children staying &gt;1 week)</p>	<p>100 school age children will be enrolled in school.(Varies greatly with family size and age of children and applies to children staying &gt;1 week)</p>

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
500 residents needing life skills/job skills classes will attend life skills classes or be successfully enrolled in job readiness/ skills training and/or a program.	Life skills/education coordinators records, employment training partners (OWL, Vocational Rehabilitation, etc.) and/or case managers daily and monthly statistics, compiled by the case management supervisor at the end of the month and year.	Simple- Attendance records on all that attended training and classes.	Attendance is taken at all life skills and job skills classes and training. Life skills classes coordinator documents attendance, and type of class. Compiles monthly and annual report.
400-600 individuals will make a successful re-entry into the community by obtaining a suitable housing placement.	Case management records.	Simple- Case managers document weekly meetings and exit interviews.	Progress recorded by the case manager and compiled by the case manager supervisor monthly and annually.
100 school age children will be enrolled in school.	Case management records.	Simple- Case managers document weekly meetings, contacts with Lexington schools	Case management records and case manager supervisor monthly and annual records.
1,100-1,500 homeless residents will have been recorded as being provided shelter and care.	Daily census recorded by the lodge receptionist.	Simple- Daily census recorded by the lodge receptionist.	Daily Shelter Census recorded by the lodge receptionist and tallied by the Director of Residential Services.
300 homeless adult residents appropriate for employment or eligible for State/ Federal aid will acquire, maintain or increase their income while in the program.	Case management records.	Simple- Case managers document weekly meetings and exit interviews.	Progress recorded by the case manager and compiled by the case manager supervisor monthly and annually.

## Addendum

**Agency:** The Salvation Army

**Program Name:** The Salvation Army Boys & Girls Club

**LFUCG Partner Agency Program Funding:** \$7,140

**Program Summary:** The Salvation Army's Boys & Girls Club Educational Enrichment Program's goals are to build self-esteem, promote healthy lifestyles, improve classroom performance, encourage personal responsibility, and remove barriers for at-risk, economically disadvantaged and homeless children. These services include: Education and Career Development, including use of the Lexia Reading Program; AAA Math and Quarter Mile Math to improve reading and math proficiency; Homework help and tutoring; Health and Life/Social Skills Sessions, including activities which address risky behaviors through communication and problem-solving activities; Technology Center, including a computer lab for on-line educational activities, homework help, typing skills, and special projects.

These activities will help empower children to succeed in school and set the stage for them to become self-sufficient productive adults. The Salvation Army's Boys & Girls Club Educational and Enrichment Programs serves children from 6 to 18 years of age; the vast majority are at-risk and low income including children from our Emergency Homeless Shelter and Transitional Living Center. The program is open during the school year and summer and will serve 300 Fayette County residents.

We strive to level the playing field for homeless, at-risk and low income children by providing the skills, resources and tools for them to achieve their goals. The Salvation Army's Boys & Girls Club provides tutoring, homework help, learning activities, physical/fitness activities, health education and character building activities. All programs are provided to children residing at our Emergency Homeless Shelter free of charge.

**Long-Term Program Goals:** To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

ACTIVITIES	OUTPUTS	OUTCOMES
<p>Tutoring provides homework help: children develop a daily habit of completing homework and have tutoring available from volunteer teachers as well as staff and community volunteers.</p> <p>High-Interest Learning Activities help youth to see the practical application of the things they are learning in the classroom and encourage self-directed learning. Reading Buddies are older participants reading with younger participants to increase interest and proficiency in reading. The Lexia Reading Program, Triple A Math, Quarter Mile Math Programs are used to increase proficiency in Math and Reading.</p> <p>Health and Life/Social Skills – Activities promoting healthy lifestyles which also address risky behaviors.</p> <p>Staff will provide supervision and award incentives and recognition for students demonstrating demonstrating caring behaviors toward others, including those who are different from themselves</p>	<p>500 Hours of tutoring and homework help 150 Computer education sessions</p> <p>120 sessions of Quarter Mile Math or Triple AAA Math 150 Computer education sessions 100 sessions of Lexia Reading Program or other Reading activity.</p> <p>30 elementary youth will participate in 57 Social Skills Sessions 30 elementary youth will participate in educational and enriching programming.</p>	<p><b>40-Youth will value their education and demonstrate skills leading to greater productivity in school and life.</b></p> <p><b>40-Youth will value their education and demonstrate skills leading to greater productivity in school and life. 90% of school-age children will improve poor grades or maintain good grades. 90% of youth will demonstrate outstanding behavior in the areas of leadership, responsibility, or excellence.</b></p> <p><b>30-Youth develop good character by demonstrating caring behaviors toward others, including those who are different from themselves. Measurement of results: % of elementary children who are regular attendees receiving a kindness link to add to the kindness chain for demonstrating caring toward others.</b></p>

<p>Staff will provide supervision and award incentives and recognition for students demonstrating outstanding behavior in leadership, responsibility or excellence while participating in activities. Health and Life/Social Skills – Activities promoting healthy lifestyles which also address risky behaviors. Activities include tutoring, home work assistance, computer sessions, reading program, structured physical education, arts, crafts, also music education &amp; instruction is available with The Salvation Army Music Program free of charge.</p>	<p>30 youth will participate in 57 Social Skills Sessions  300 youth will participate in educational and enriching programming including:  500 hours of tutoring  150 computer education sessions  700 meetings of structured physical education  240 meetings of unstructured Physical Education  120 sessions of Quarter Mile Math or Triple AAA Math  100 sessions of Lexia Reading Program or other Reading activity.  241 Days of Service</p>	<p><b>100- Youth take greater responsibility for themselves and their actions. Demonstrating outstanding behavior in the areas of leadership, responsibility, or excellence.</b></p>
<p>Activities include: tutoring, home work assistance, computer sessions, reading program, structured physical education, arts, crafts, music education/instruction is available to program participants free of charge, summer camp activities,</p>	<p>300 youth will participate in educational and enriching programming. Provided 241 days of service.  500 Hours of tutoring  150 Computer education sessions  700 meetings of structured physical education  120 sessions of Quarter Mile Math or Triple AAA Math</p>	<p><b>300- Youth will participate in programming in a safe supportive environment that has activities to build self-esteem, promote healthy lifestyles, improve classroom performance, encourage personal responsibility,</b></p>

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
40 Parents who returned their Surveys indicating that the program has helped his/her child with their homework. 40 Parent Surveys indicating that since attending the program their child has improved their grades or maintained good ones.	Parents Surveys- Parents fill out parents surveys.	Simple- All parents given Parent Surveys returned surveys results compiled -	The parent surveys will be given two times a year, after the first semester and in the spring. Results compiled by Program Director and staff.
40 Grade appropriate Pre and post tests will be given indicating the child is progressing with The Dolch Site Word and 3rd Graders will do pre-post Multiplication showing improvement in multiplication	Pre and Post tests-Children will be given grade appropriate Pre-Post Dolch Site Word and 3rd Graders Multiplication Skills.	Simple- All parents given Parent Surveys returned surveys results compiled -	Pre Tests/Evaluations will be given in the fall- Post Tests/Evaluations will be given in the Spring. Results will be compiled by Program Director
100 youth who earn Club Bucks for outstanding behavior in the areas of leadership, responsibility, or excellence.	Club Bucks- Staff observation will award a Club Buck Certificates to children when they demonstrate outstanding behavior in the areas of leadership, responsibility or excellence.	Simple- Children are given Club Bucks	Club Bucks are given throughout the year. Club Bucks are recorded when given. Results are compiled twice a year.
30- elementary children who are regular attendees will demonstrate caring actions toward others.	Kindness Chain Links- Staff observation will award elementary children who are regular attendees a kindness link to add to the kindness chain for demonstrating caring toward others.	Simple- Children participating are given links on Kindness Chain and it is recorded.	Kindness Chain Links are given throughout the year. Results are compiled twice a year in the Fall and in the Spring.

<p>300- Youth will participate in programming in a safe supportive environment that has activities to build self-esteem, promote healthy lifestyles, improve classroom performance, encourage personal responsibility, Demonstrated by attendance records.</p>	<p>As recorded by attendance records.</p>	<p>Simple- all Attendance records.</p>	<p>Attendance is taken daily on children in the program. Compiled and recorded monthly.</p>
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