

## PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 11<sup>th</sup> day of July, 2017, 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 360 West Loudon Avenue, Lexington, Kentucky 40508, (hereinafter "Organization").

### WITNESSETH

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, 2017**, and continuing for a period of two (2) years 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 **Three Hundred Thousand Eight Hundred and Forty and 00/100 Dollars (\$300,840)** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference as Exhibit A, one-eighth (1/8<sup>th</sup>) of which shall be payable in August 2017 or shortly thereafter upon receipt of an invoice, with one-eighth (1/8<sup>th</sup>) payable each quarter thereafter upon submission of a quarterly invoice and a detailed quarterly program report. **Quarterly invoices and detailed program reports shall be submitted by October 16<sup>th</sup>, 2017, January 15<sup>th</sup>, 2018, April 16<sup>th</sup>, 2018, July 15<sup>th</sup>, 2018, October 15<sup>th</sup>, 2018, January 14<sup>th</sup>, 2019, and April 15<sup>th</sup>, 2019. A two-year-end program**

**report shall be submitted by July 15<sup>th</sup>, 2019.** 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 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

5. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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, 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.

11. 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.

12. 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.

13. 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.

14. 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: Chris Ford, 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

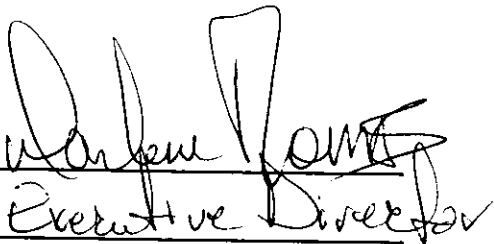
BY: \_\_\_\_\_

  
Jim Gray, Mayor

GREENHOUSE17

BY: \_\_\_\_\_

Title: \_\_\_\_\_

  
Executive Director

ATTEST:

  
Clerk of the Urban  
County Council

# Addendum

**Agency:** GreenHouse17

**Priority Area:** Food Insecurity & Nutritional Access

**Program Name:** Trauma-Informed Farm Program

**LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding:** \$80,040 (\$40,020 per FY)

**Program Summary:** Our mission is to end intimate partner abuse in families and our community. We believe every Lexington-Fayette resident has the right to a violence-free life. Our award-winning farm program is integrated with traditional victim services (safety planning, legal advocacy, support groups, etc.) to nurture lives harmed. Specific goals of our farm program include the following:

1.) Provide nature-based healing for adult victims and their children; 2.) Provide nutritional snacks and meals for adult victims and their children, while improving understanding of food choices and nutritional access; and 3.) Empower adult victims with access to job training experience on the farm improves self-sufficiency. An important note: our organization is striving to make the farm a successful social enterprise simultaneous to the delivery of self-sufficiency and job training programs. In this way, the farm requires our organizations to "walk our talk."

Further, being out on the farm has a way of reconnecting you to life. Although this goal is difficult to explain and measure, connecting with nature (fresh air, dirt, butterflies, and even compost....) matters after years of being isolated and manipulated by an abuser.

**Desired Outcomes for Clients:** Our farm program is trauma-informed. This is a best-practice for victim service providers that honors mutual respect, connection, and hope; respects the correlation of trauma and symptoms of trauma, such as depression and anxiety; and commits to collaborative solutions that respond to each victim's unique self-determined needs. Our farm program is changing the way service providers think about food, nutrition, and nature-based healing for victims of intimate partner abuse. As a result of various awards recognizing the innovation of the program, we regularly receive inquiries from organizations around the nation interested in replicating the program. The University of Kentucky Research Foundation recently received a three-year grant to examine our farm-based program model. This research will culminate in a publication that will establish primary best-practice evidence for our farm program model.

**For LFUCG Agreement Addendum and Quarterly Reporting purposes, describe** below how you will ensure clients' needs are met or goals are achieved Please summarize based on your previous answers to questions above referenced in each column.

<b># of Clients to be Served per year</b>	<b>Desired outcome for client (from Question 5.1a.2)</b>	<b>Service or activities to achieve goal (from Question 5.1a.3)</b>	<b>Unit of service, frequency, length (from Question 5.1a.3)</b>	<b>Measure of effectiveness (from Question 5.1b.1)</b>	<b>Sampling size and frequency (from Question 5.1b.3)</b>
250	Improved consumption of healthy meals and food	Planting and tending to farm; harvesting of produce; preparation of meals; tracking related info	2 meals prepared and served each day x 365 days	Number of adults and children in shelter with access to field-to-table meals from the farm	100% simple count of shelter residents with overnight stays based on case notes and client database
100	Increased understanding and participation in nature-based healing	Planning support group curriculum; facilitating support group; tracking participation	Avg 2-3 nature-based support groups each week x approx 40 weeks per year (per weather)	Number of adults who attend support groups related to nature-based healing.	100% simple count of total participants and observed demonstration of skills development.
50	Improved skills related to prep, storage, preservation of fresh produce	Creation and delivery of workshop curriculum; tracking and monitoring participation	Avg 1-2 demonstration workshops each month x average 12 months	Number of adults who attend and participate in workshop and develop new skills	100% simple count of workshop participants random pre- and post-workshop surveys completed by 50% of participants
35	Increased workplace skills, including general, agricultural, and manufacturing	Development of individualized work training plans; delivery of training content; tracking and monitoring of skills	Avg 3 individual and group training events per week x 52 weeks	Number of adults participating in farm-based work training program	Review and monitoring of participant's unique work training goals based on case notes and client database
10	Improved job placement	Identify related job opportunities; assisting with development of resumes; responding to reference calls; tracking/monitoring.	Approx 15-20 instances of job search assistance and response to job reference requests	Number of adults participating in farm-based work training program who accept new job during shelter stay	100% simple count performed by farm staff based on case notes and client database.



## Addendum

**Agency:** GreenHouse17

**Priority Area:** Emergency Shelter

**Program Name:** Emergency Shelter for Domestic Violence Victims

**LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding:** \$220,800 (\$110,400 per FY)

**Program Summary:**

**Program Results and Effectiveness:**

*Outputs for 7/1/2017 through 6/30/2018*

Number of Beds Available: 32

Number of Units Available for Families: 0

Number of Unduplicated People Served: 180 households (with 181 adults & 79 children)

*Outcomes and Targets for 7/1/2017 through 6/30/2019*

<b>Outcome Measure</b>	<b>FY18 Target</b>	<b>FY19 Target</b>
Average length of stay in shelter	50 days	45 days
% of residents who exited shelter and had returned to homelessness within 12 months	6%	6%
% of residents who exited shelter to permanent housing	80%	85%

**For LFUCG Agreement Addendum and Quarterly Reporting purposes,** describe below how you will ensure clients' needs are met or goals are achieved Please summarize based on your previous answers to questions above referenced in each column.

# of Clients to be Served per year	Desired outcome for client	Service or activities to achieve goal	Unit of service, frequency, length	Measure of effectiveness	Sampling size and frequency
250	Access to safe shelter & supportive services for victims of intimate partner abuse & their dependent children	Crisis hotline; shelter intake; legal, medical, & personal advocacy	See below. To be determined by safety, healing, and sufficiency needs	Victims will feel safer after entering shelter	100% daily
250	Continued access to safe overnight shelter as victims establish legal protections and begin to heal	Legal, medical, & personal advocacy; individual & group counseling;	Average 50 bed nights	Victims will be safer, healthier, & have begun addressing barriers to self-sufficiency before exit from shelter	100% daily
250	Victims will exit shelter to permanent housing	Legal, medical, & personal advocacy; individual & group counseling; individualized healing, housing, & sufficiency services	At least 80% of victims will exit shelter to permanent housing	Victims will identify, meet eligibility, & relocate to permanent housing	100% daily
250	Reduce rate of re-victimization and need for re-entry to shelter	Continued access to legal, medical, & personal advocacy; individual & group counseling; individualized healing, housing, & sufficiency services after shelter exit	Only 6% of residents who exit shelter and will return to homelessness within 12 months.	Victims will improve understanding, healing, and sufficiency to avoid future victimization	100% daily