

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2016, 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, **Mission Lexington, Inc.** with offices located at 230 South Martin Luther King Blvd, 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, 2016**, 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 **Sixty-One Thousand, One Hundred and Ninety Dollars (\$61,190)** 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 2015 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 9th, 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.

(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: 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

MISSION LEXINGTON, INC.

BY: _____
Jim Gray, Mayor

BY: _____

Title: _____

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: Mission Lexington, Inc., Lead Agency
Kentucky CancerLink, Collaborating Agency
Faith Pharmacy, Collaborating Agency

Program Name: Health Services with In-House Navigation and Pharmacy

LFUCG Extended Social Resource Grant Program FY17 Funding: \$61,190

Program Summary: Kentucky CancerLink, Faith Pharmacy, and Mission Lexington will work together to expand the number of patients that receive health care, improve the quality of care that is delivered, and decrease the rate of missed screening appointments. This program will serve at least 926 uninsured adult residents of Lexington who earn up to 185% of the poverty line.

Mission Lexington offers free clinics that provide medical, dental, and mental health care. Kentucky CancerLink provides patient navigation services for those in need of cancer screenings and support after a diagnosis of cancer. Faith Pharmacy provides free medications to uninsured patients who live below the poverty line. These three organizations will collaborate in a pilot project that will merge Faith Pharmacy with Mission Lexington and bring navigation services on-site, where the primary care services are being provided. Mission Lexington will also provide on-site office space for Kentucky CancerLink's experienced health navigators and language interpreter.

Faith Pharmacy will provide medications, free of charge, to patients who cannot afford them, until pharmaceutical companies' assistance programs can assist.

Kentucky CancerLink will provide colon, breast, lung, and pelvic cancer screenings, outreach to potential patients, in-person and call-in language interpretation, and on-site identification and navigation of barriers to keeping appointments including childcare and transportation. Evidence-based cancer screenings will be provided at no cost to low-income patients-- including mammograms, colon kits, pap smears, and lung cancer screenings.

Long-Term Program Goals:

1. to provide primary medical, mental health, medicinal, and dental care to more residents of Lexington who are not currently being reached;
2. increase the number of individuals who receive the preventative cancer screenings they need;
3. decrease the number of missed appointments;
4. improve the quality of care patients receive with help surmounting language barriers;
5. and help patients overcome the hurdles that prevent patients from receiving the medical care they need.

ACTIVITIES	OUTPUTS	OUTCOMES
Providing primary medical and mental health care to more residents of Lexington who are not currently being served. Mission Lexington will treat issues like high blood pressure, vision problems, depression, diabetes, anxiety, asthma, emphysema, and viral and bacterial infections.	The Mission Lexington Medical Clinic will be open 1.35x longer per year (713 hours) than prior to receiving funding (528 hours).	147 more working families will have more money to spend on rent, utilities, or house payments because their general practice health care is provided free.
Providing dental care to more residents of Lexington who are not currently being served. Mission Lexington will provide treatment planning, oral surgeries, tooth extractions, partials, dentures, cleanings, and fillings for our most vulnerable neighbors.	The Mission Lexington Dental Clinic will be open 1.14x longer per year (1975 hours) than prior to receiving funding (1730 hours).	119 more homeless Lexingtonians will be better poised to obtain a job because they are pain-free and more hygienically appealing to potential employers.
Providing medicinal care to more residents of Lexington who are not currently being served. Faith Pharmacy will move on-site at Mission Lexington and provide life-saving medicines to those who need them the most and can afford them the least.	Faith Pharmacy will be open 1.7x longer (132hours) than prior to funding (78 hours).	589 prescriptions will be filled for 175 patients
Increasing the number of individuals who receive the preventative services for the four evidence-based cancer screenings they need by helping patients surmount language barriers and overcome the hurdles like lack of childcare, lack of transportation, and other hurdles that prevent patients from receiving the medical care they need.	KY CancerLink will provide an on-site navigator and Spanish interpreter at the Mission Lexington facilities 11 hours per week.	Kentucky CancerLink's experienced navigators will have opportunities to counsel with 353 more patients than before.
Increasing the number of individuals who receive the primary medical care, dental care, mental health care, and medicines they need.	KY Cancer Link will refer more impoverished adult Fayette County residents to Mission Lexington during community outreach activities.	90 new patients will be referred to Mission Lexington by KY CancerLink

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Total number of patient visits and total number of new patients served	Aggregated data from actual medical records	100% of patient population	Daily
Total number of patient visits and total number of new patients served	Aggregated data from actual medical records	100% of patient population	Daily
Total number of prescriptions filled and total number of patients served	Aggregated data from actual medical records	100% of patient population	Daily
Total number of patient visits when individuals are available to receive counseling and total number of patients who receive navigation or interpreting services	Data from Kentucky CancerLink records	100% of patients served	Weekly
Total number of new patients served	Aggregated data from actual medical records	100% of patient population	Daily