### 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, NEW BEGINNINGS, BLUEGRASS, INC. with offices located at 3131 Custer Drive, Suite 9, Lexington, Kentucky 40517, (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, 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 Sixty Two Thousand One Hundred Forty Dollars** (\$162,140.00) 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:

NEW BEGINNINGS, BLUEGRISS, INC. 3131 CUSTER DRIVE, STE. 9 LEXINGTON, W/ 40517

Attn: CHRISTY SHUFFETT

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

NEW BEGINNINGS BLUEGRASS, INC.

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Jim Gray Mayo

BY.

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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.

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## Addendum

Agency: New Beginnings, Bluegrass, Inc.

Program Name: Whole Health Improvement Program

LFUCG Partner Agency Program Funding: \$100,360

adherence, smoking cessation and other supports, etc.) to individuals in both programs. The WHIP initiative will utilize outcome measures from the Health and Recovery Peer (HARP) Program which was adapted from the Chronic Disease Self-Management Program for use with Individuals Advocates. These individuals will provide direct services (education, weekly home visits, healthcare system navigation, oversight of medication staffed residences and others in the community, primarily at Participation Station, Kentucky's first and only peer operated drop-in center. This Program Summary: The Whole Health Improvement Program (WHIP) will offer healthcare supports to individuals residing in New Beginnings program will utilize the services of a nurse to coordinate the program and one Kentucky Peer Specialists who will act as Whole Health with severe mental illness.

Long-Term Program Goals: The overreaching program goal for the Whole Health Improvement Program is to decrease the discrepancy that exists between healthcare for individuals with a serious mental illness and that of the general public.

Individual Long-Term Program Goals include:

- 1. Increased physical activity for individuals with serious mental illness in the Lexington/Fayette County area.
- 2. Improved medication adherence for individuals with serious mental illness in the Lexington/Fayette County area.
- 3. Improved use of available healthcare for individuals with serious mental illness in the Lexington/Fayette County area.
- 4. Increased confidence in illness management skills for individuals with serious mental illness in the Lexington/Fayette County area.

ACTIVITIES	OUTPUTS	OUTCOMES
Wellness Screenings	8 individuals from New Beginnings	Improved medical healthcare through early
	with weekly individual contacts.	identification. Regular PCP visits.
Physical Activity Groups	Weekly group at Participation Station	Better physical health through increased activity
	or New Beginnings Residence. (Avg 5-	by self-report above Nat'l avg.
	7 participants)	
Healthcare Awareness Groups	Groups held at least monthly at	Increased confidence in managing physical health
	Participation Station or New	by self-report above Nat'l avg.
	Beginnings. (Avg 5-7 participants)	
Individual Medication Adherence	Daily adherence monitored on a	Decreased medication discrepancies (missed
Support	monthly basis. Discrepancies	doses). 10% decrease per quarter.
	addressed for individuals in New	
	Beginnings staffed residences.	
Assistance Accessing Healthcare	Individualized service provided as	Decreased problems with benefits by self-report
Benefits	referred.(Avg 5-7 per month)	below Nat'l avg.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Number of Health Screenings Provided	WHIP Service/Intervention Log	100% sample	Data collected at occurrence.
Number of Individuals	Behavioral Risk Factor	100% sample for New	Data collected annually or at
Reporting Increased Activity	Surveillance System	Beginnings residents, 10%	time of service for public
Levels	Questionnaire (BRFSS)	random sample for public	activities.
		activities.	
Number of Individuals	Behavioral Risk Factor	100% sample for New	Data collected annually or at
Reporting Increased Healthcare	Surveillance System	Beginnings residents, 10%	time of service for public
Management Skills	Questionnaire (BRFSS)	random sample for public	activities.
		activities.	
Number of Incidents of	New Beginning Incident Log -	100% Sample	Collect at time of incident
Medication Discrepancies for	Medication Discrepancies		through New Beginnings
Individuals Living in Staffed			Incident Reporting process.
Residences.			
Number of Individuals	Behavioral Risk Factor	100% sample for New	Data collected annually or at
Reporting Problems with	Surveillance System	Beginnings Residents, 10%	time of service for public
Healthcare Benefits	Questionnaire (BRFSS)	random sample for public	activities.
		activities.	

# **Addendum**

Agency: New Beginnings, Bluegrass, Inc.

Program Name: New Beginnings Outreach Services

LFUCG Partner Agency Program Funding: \$61,780

persons with SMI in the least restrictive environment possible. We currently have an extensive waiting list for our services and this request will Program Summary: The goal of New Beginnings Outreach Services is to provide community-based, recovery-oriented housing supports to allow us to assist an additional 16 individuals by funding a full-time Outreach Worker.

ideal and cost-effective model that offers independence and an opportunity for community integration for persons with SMI. Within 7 days of Permanent Supportive Housing (PSH), which is independent housing coupled with the provision of community-based services, is viewed as an starting the program, the Outreach Worker will begin providing multiple contacts each week to assist participants with identifying permanent housing options and developing the skills necessary for independent living. For this expansion, priority will be given to individuals transitioning from a higher level of care, such as hospital or personal care home, to a more appropriate setting. Some of these individuals will require extra support and skill building services during this step-down process. To meet this help ensure successful transition to permanent housing. As soon as participants feel ready to make the move to independent housing, we will need, funds will be used to establish a transitional housing unit where we will partner with the referring agency to wrap intensive supports to assist them with accessing needed furnishings and permanent rent subsidy programs. Once established in an apartment, services will taper down to a weekly contact, but remain flexible to meet individual needs as they arise.

Long-Term Program Goals: Assist 16 individuals with severe mental illness with obtaining safe, affordable permanent housing in the community

Assist 16 individuals with developing or re-learning independent living skills necessary to maintain tenure in the community.

OUTCOMES	80% of individuals (16) who meet program criteria	will begin receiving outreach services and supports.	80% of individuals (16) who meet program criteria	will receive appropriate housing and/or housing	support services.		75% of individuals (12) will identify and show	progress toward achievement of a self-identified	goal within 3 months of program entry.	80% of individuals (3) will successfully move from	a hospital or personal care home to transitional	housing with intensive supports and on to	independent housing in the community.		
OUTPUTS	20 potential participants will be	enrollment in the Outreach Program.	20 individuals will be screened to	determine qualification for various	community housing subsidy	programs.	16 participants will develop	individualized recovery goals with	their Outreach Worker.	4 individuals will step down from a	higher level of care (hospital or	personal care home) to transitional	housing with daily supports in the	community.	
ACTIVITIES	Outreach Services		Housing Assistance				Supportive Services			Transitional Housing Services					

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Number of participants	Documentation of contact in	100% sample	Data collected at occurrence.
receiving screening and	New Beginnings' resident		
beginning services within 7	records.		
days.			
Number of participants	Documentation of contact in	100% sample	Data collected at occurrence.
screened that obtain housing in	New Beginnings' resident		
the community.	records.		
Number of participants assisted	Documentation of subsidy	100% sample	Data collected monthly.
with accessing permanent	award from community housing		
housing subsidy.	partner.		
Number of participants	Documentation of contact in	100% sample	Data collected monthly.
receiving 2 or more contacts	New Beginnings' resident		
per week.	records.		