

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT ("Agreement") made and entered into on the first day of July, 2023, by and between the Lexington Fayette Urban County Government ("Urban Government") and the Hope Center, Inc. ("Hope Center") with offices located at 360 West Loudon Avenue, Lexington Kentucky 40588.

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Division and the Hope Center agree as follows:

1. The Urban Government hereby retains the Hope Center for the period beginning on July 1, 2023, and continuing for a period of twelve (12) months from that date unless within that period the Urban Government gives the Hope Center thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date the notice is given.
2. The Urban Government shall pay the Hope Center the sum of Two Hundred Twenty-Eight Thousand Dollars (\$228,000) for the services required by this Agreement. Said service more particularly described in the Addendum attached hereto and incorporated herein by reference. Payment shall be made in 12 equal monthly installments of Nineteen Thousand Dollars (\$19,000) upon the submission of invoicing. A detailed quarterly program report shall be submitted to the Urban Government no later than October 15, 2023; January 15, 2024; April 15, 2024; and July 15 2024.
3. In the event of termination of this Agreement by the Urban Government as provided for in paragraph 1 above, the Hope Center shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.
4. The Hope Center 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. The Hope Center shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the Urban Government, its officers, agents and employees against any claim or liability arising from and based on the Hope Center's violation of any such laws, ordinances or regulations.
5. All of the Hope Center employees, agents, and representatives, wishing to enter the Urban Government's detention facility must first receive a security clearance prior to entrance. Requests for security clearances will be done so by contacting the Division of Community Corrections at least three weeks prior to the intended entrance. The Urban Government

reserves the right to refuse entrance to any person(s) not in possession of a security identification badge or to confiscate any security identification badge issued at its discretion.

6. The Urban Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Hope Center. The Urban 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 the Urban Government, or its designee, shall in no manner be presumed to relieve in any degree the responsibility or obligations of the Hope Center, nor to constitute the Hope Center as an agent of the Urban Government.
7. The Hope Center shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a compliance 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 the Hope Center conducts business. The policy shall be submitted to the Urban Government for review within thirty (30) days of the execution of this Agreement.
8. 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.
9. Notice – any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

The Hope Center, Inc.

P. O. Box 6
Lexington KY 40588
Attn: Rufus Friday

LFUCG:

LFUCG – Division of Community Corrections

600 Old Frankfort Circle

Lexington, KY 40510

Attn: G. Scott Colvin, Chief

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, in the year first above written.

LEXINGTON-FAYETTE URBAN

HOPE CENTER

COUNTY GOVERNMENT

BY: *Linda Gorton*

BY: *Rufus Friday*

Linda Gorton, Mayor

TITLE: *Executive Director*

ATTEST:

Mackenzie Gault

Clerk of the Urban County Council

Deputy

ADDENDUM

DETENTION CENTER RECOVERY PROGRAM

PROGRAM SUMMARY: Both innovative and creative, the Detention Recovery Programs provides daily, full-day recovery services Monday – Friday to inmates of the Fayette County Detention Center. To complete the program, participants take an average of 92 classes and attend 204 meetings. Program capacity is 15 women and 30 men, and the program serves about 106 participants annually. Program goals are success completion of all program components. All participants receive daily lessons in the 12-Steps and Recovery Dynamics, supplemented with additional classes. Community Meetings, held 2-3 times weekly, address issues that arise from day-to-day community living. Participants hold themselves and their peers accountable for conduct and a commitment to change. The community meetings help participants by identifying specific issues that may be impeding recovery, such as a loss of focus, reoccurring destructive behaviors or unacceptable program behavior. The community members make suggestion, and through a vote select a learning experience that will help the participant gain insight into the need for change. Cognitive Behavioral Intervention (CBI), is presented in two course, Thinking for a Change, and Problem Solving for Offenders. Both courses are endorsed by the National Institute of Corrections to promote effective changes in offender thinking patterns. The courses teach offenders to change and manage antisocial feelings and thinking; increase self-control, self-management and problem solving skills; and to recognize risky situations and develop plans to deal with them. Transition planning starts about halfway through the program.

The Detention Recovery Program addresses the bonus point-eligible need area of substance abuse; and we request these bonus points.

Long –Term Program Goals: The long-term program goal:

1. To provide services that will result in reduced recidivism among program participants who complete the program

ACTIVITIES	OUTPUTS	OUTCOMES
Program management, coordination with Detention Center, coordination with community and agency partners, coordination of volunteer activities, maintenance of existing staff levels	Provision of ongoing supervision and support to staff and volunteers; ongoing coordination with all community partners	Consistent ongoing day-to-day management of the program, including consistent procedures and clear communication to participants
Provision of services including screening, mentoring, counseling, classes, community meetings, transition planning, and other core services.	Provision of program admission for 44 women and 62 men, and provision of classes and other services provided Monday – Friday of each week for up to 15 women and 30 men.	An admission –to-completion ratio (a/c) of 43% for women and 60% for men.
Provision of Recovery Dynamics, Cognitive Behavior Intervention, AA materials, and other necessary teaching resources.	Distribution of materials to up to 15 women and 30 men.	Improved knowledge of Recovery Dynamics in 50% of participants who remain in the program for at least 30 days.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Satisfactory Program Management	Documented issues, problems or grievances from clients or detention center staff	All Hope Detention Recovery Program employees, and all participants in the recovery programs to the extent that grievances will be collected	Reported weekly as part of ongoing Hope Center management team meetings, with written documentation available.
Advancement in program, program completion	Program records indicating admissions and completions	All participants who are admitted to the program	Information is compiled monthly as part of Hope Center's ongoing data collection, management, and analysis
Satisfactory completion of Recovery Dynamics evaluations	Regular Recovery Dynamics evaluations	All participants who remain in the program at least 14 days	At least weekly



**Hope Center, Inc.
Employee Handbook**

*Per Paragraph 7
on Workplace Harassment Procedures*

11. Abuse in any form.
12. Conviction of a felony, high misdemeanor or misdemeanor for which a felony may be imposed or a crime involving moral turpitude or willful misconduct.
13. Insubordination or other disrespectful conduct.
14. Creating a disturbance or in any way disrupting or interfering with the work of others.
15. Threatening any type of violence in the workplace or making any threats against a co-worker, volunteer, or client.
16. Violation of safety or health rules.

Employment is at the mutual consent of Hope Center Inc. and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice. Inappropriate or unacceptable conduct is grounds for disciplinary action up to and including immediate termination.

Workplace Harassment and Complaint Procedure

Hope Center, Inc.'s policy is to provide a work environment that is free from harassment. Therefore, harassment based on race, color, ancestry, national origin, gender, sexual orientation, gender identity, marital status, religion, age, disability, covered veteran status, genetic information, or other characteristic protected under state, federal, or local law will not be tolerated. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated.

Harassment is strictly prohibited in any form at the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to all employees, volunteers, clients, customers, guests, vendors, and persons doing business with Hope Center, Inc.

Harassment can occur in a variety of circumstances, including, but not limited to, the following:

- The harasser can be a supervisor, a co-worker, or a non-employee over whom the company has control.
- The individual does not have to be the person harassed, but can be anyone affected by the offensive conduct.
- Unlawful harassment may occur without economic injury to, or discharge of, the individual.

Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive, or 3) there is a negative employment action taken based on race, color, ancestry, national origin, gender, sexual orientation, gender identity, marital status, religion, age, disability, covered veteran status, genetic information, or other characteristic protected under state, federal, or local law.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, name calling, stereotyping, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance,

Sexual harassment is one type of prohibited harassment and includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Harassment does not have

to be of a sexual nature, however, and can include offensive remarks about a person's sex, sexual orientation, or gender identity.

Examples of conduct prohibited by this policy include, but are not limited to:

- Unwanted sexual flirtation, advances, or propositions, whether they involve physical touching or not;
- Physical conduct such as unwelcome touching, hugging, or blocking someone's path in an inappropriate or sexual way;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons including transmission or display via computer or cell phone;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

While it is not the intent of this policy to regulate the social interaction or relationships freely entered into by employees, there will be zero tolerance for unwelcome conduct that violates this policy. Courteous, mutually respectful, pleasant, interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

If you believe that you are being subjected to workplace harassment, you should:

1. Tell the harasser that his or her actions are not welcome and they must stop, if you feel comfortable enough to do so; and
2. Report the incident immediately to your supervisor, to your supervisor's supervisor, or to human resources; and
3. Report any additional incidents or retaliation that may occur to one of the above resources.

It is the responsibility of every employee to immediately report any violation or suspected violation of this policy.

Any reported incident will be investigated immediately and thoroughly. Complaints and actions taken to resolve complaints will be handled as confidentially as possible.

An employee who violates this policy or retaliates against an employee in any way shall be subject to disciplinary action up to and including immediate termination.

False and malicious complaints of harassment, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be subject to disciplinary action up to and including termination.

Drugs and Alcohol

Individuals who have received a conditional offer of employment shall also be required to pass a drug screening test prior to beginning employment. This test is done by the Health Services Coordinator, or designee, at the Hope Center Recovery Program for Women location. In some cases, testing may be conducted offsite.

We recognize alcohol and drug abuse as potential health, safety and security problems. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment.

Employees are prohibited from the following when reporting for work, while on the job, on Hope Center, Inc. property, or in any vehicle used for Company business:

- a. The unlawful use, possession, transportation, manufacture, sale, dispensation or other distribution of an illegal or controlled substance or drug paraphernalia;
- b. The unauthorized use, possession, transportation, manufacture, sale, dispensation or other distribution of alcohol;
- c. Possession of any alcohol and/or being at work with a detectable odor of an alcoholic substance on an employee's breath (or other reasonable suspicious behavior, including accidents) which when tested results in a Blood Alcohol Content (BAC) of 0.02% or above;
- d. Having a detectable amount of an illegal or controlled substance in the blood or urine ("controlled substance" means a drug or other substance as defined in applicable federal laws on drug abuse prevention); and
- e. Use of a prescribed drug in a manner that deviates from the instructions of the prescribing physician, or use of a drug prescribed to someone other than the employee while in a work status.

Any employee violating these prohibitions will be subject to disciplinary action up to and including termination and may be reported to appropriate law enforcement officials.

Any employee convicted under any criminal drug statute must notify the Company no later than 5 days after such a conviction. A conviction includes any finding of guilt or plea of no contest and/or imposition of a fine, jail sentence, or other penalty.

Hope Center, Inc. is not bound by criminal law procedures in investigating and determining violations of this policy and in taking disciplinary action including termination.

Employees reasonably suspected of drug use or possession may be required to reveal the contents of clothing, purses, briefcases or other personal items. Failure to agree to such a request is grounds for immediate termination. Hope Center, Inc. property, such as desks, file cabinets and lockers, is subject to search by Hope Center, Inc. if there is reason to believe drugs are present.

If reasonably suspected of being drug impaired, an employee may be required to submit to a test to determine if drugs are being used. Failure to submit to such test is grounds for immediate termination.

Drug testing will be conducted by the Health Services Coordinator, or designee, at the Hope Center Recovery Program for Women location. In some cases, testing may be conducted offsite. Drug and alcohol testing will be carried out in compliance with any applicable state and federal laws and regulations.

All employees may be subject to periodic drug testing from time to time. Failure to submit to such test is grounds for immediate termination.

A positive test result may subject the employee to disciplinary action up to and including termination.

Employees are required to report to their supervisors the use of any prescription drug or drugs or over-the-counter medications that could affect normal behavior or reactions.

We recognize that employees suffering from alcohol or drug dependence can be treated. We encourage any employee to seek professional care and counseling prior to any violation of this policy.

Dual Relationships

An Affiliated Person is anyone who is connected to Hope Center, Inc. as an employee, director, officer, contractor or volunteer.

A Dual Relationship is a situation in which an Affiliated Person has a relationship with a client both personally and as a result of his or her connection to Hope Center, Inc.

Each Affiliated Person has a duty to report any Dual Relationship that person has with a client to Human Resources or to the Affiliated Person's supervisor.

Unacceptable Dual Relationships are strictly prohibited and may lead to disciplinary action, up to and including termination.

The following are examples of unacceptable Dual Relationships:

1. Entering into a romantic or sexual relationship with a client.
2. Borrowing or accepting money from a client.
3. Buying from or selling any item to a client.
4. Borrowing from or lending any item to a client.
5. Hiring or allowing a client to perform work for the Affiliated Person's personal business, home or family, such as housekeeping, babysitting, yard work, etc., unless the work is arranged through the center's employment or day labor program or approved by the Executive Director.
6. Managing or controlling a client's funds, with the exception of the Mental Health Payee Program and Hope Center Inc.'s banking services for deposits and withdrawals.
7. Acting as a twelve-step sponsor for a client, except that this prohibition does not apply to an Affiliated Person who is connected to Hope Center, Inc. only as a volunteer or director.
8. Behavior that is prohibited by Hope Center, Inc.'s social media policy.

The following are examples of Dual Relationships that require a written report to the Affiliated Person's supervisor requesting approval and may or may not be acceptable:

1. Participating as a speaker at AA or NA meetings occurring at any Hope Center location.
2. Lending money to a client for an emergency need.
3. Engaging a client to perform casual labor as part of a Hope Center, Inc. approved project, such as a fund raising event.
4. Bringing a client into an Affiliated Person's home as a resident on an emergency basis or otherwise.
5. Accepting gifts from a client.

Cost Recovery Contract Immediate Response Spill Technologies (IRST)

This contract is a binding agreement between Immediate Response Spill Technologies (IRST) located at 1009 Mt. Vernon Drive, Shelbyville Kentucky 40065, and the Lexington-Fayette Urban County Government on behalf of its Division of Fire and Emergency Services (Lexington Fire Department) located at 219 East Third Street, Lexington KY 40508.

The provisions of RFP No. 17-2012 and IRST's response are incorporated herein by reference as if fully stated herein.

The initial term of this agreement is for one (1) year and it is automatically renewable for an additional one year term unless otherwise cancelled or terminated by the parties.

This contract can be cancelled by either party by providing a written thirty (30) day notice.

Transaction Description

IRST will provide the Lexington Fire Department with 21st century spill supplies as further agreed to by the parties.

Lexington Fire Department will submit documentation for all accidents resulting in fluids leaked or spilled from the involved vehicles using the Incident Report Form in Appendix A, which is incorporated herein by reference. The parties will make a decision whether to invoice the Responsible Party. The rates used for Cost Recovery will be those in Appendix B, which is incorporated herein by reference, and which may be amended by agreement of the parties.

- I _____ (acknowledged agency personnel) do hereby authorize IRST, LLC to obtain information for the purpose of invoicing for Cost Recovery on Emergency Services.
- Rates have been agreed upon as appropriate and reasonable by both IRST, LLC and _____ (Agency). (See Appendix A)
- I _____ (acknowledged agency personnel) have agreed to furnish all necessary information with regard to Emergency Services, including pictures, within 30 days of the incident. (See Appendix B)
- IRST, LLC will add a 20% administration fee to the total invoice.
- IRST, LLC will be compensated for administration fee and/or materials used (if applicable) upon receipt of paid invoice.

- All billing will be handled by IRST, LLC with emphasis being placed on Hazmat/Pollution Recovery.
- If IRST negotiates a settlement with an insurance company and/or a commercial vehicle, IRST LLC will take only 25% of our administration fee and the remaining balance will be sent to the fire department.

IRST will establish an escrow account for the Lexington Fire Department using 10% of the cost of materials invoiced. The escrow account will be used as an inventory management fee. This money will be held in escrow until amount equals the value of inventory placed in your care and any money above that will be tendered to the Lexington Fire Department to the account(s) specified by the department.

IRST will train all employees identified by the Lexington Fire Department on the proper use and recovery of all products supplied by IRST.

Chris Ward

Chris Ward, Battalion Chief

6/26/2023

Date

Linda Gorton

Linda Gorton, Mayor

7/14/2023

Date

Martezie Stokes
Notary Public

7/14/2023

Date

To be completed by IRST:

Paul Tracy
Authorized Party for IRST

6/19/23

Date

James E. Stenger
Notary Public KYNP 40697

6/19/23

Date