

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, **PREVENT CHILD ABUSE KENTUCKY** with offices located at 801 Corporate Drive, Suite 120, Lexington, Kentucky 40503, (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 **Eleven Thousand Two Hundred Thirty Dollars (\$11,230.00)** 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:

Prevent Child Abuse Ky

Attn: Joel Griffith

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

PREVENT CHILD ABUSE KENTUCKY

BY:

Jim Gray  
Jim Gray, Mayor

BY:

Joel Seyfried  
Title: Executive Director

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:** Prevent Child Abuse Kentucky

**Program Name:** Kids Are Worth It! Conference

**LFUCG Partner Agency Program Funding:** \$1,610

**Program Summary:** The Kids Are Worth It! (KAWI) Conference will be held September 9-10, 2013 at the Lexington Convention Center. The conference will provide plenary and workshop sessions focusing on prevention through strengthening families, improving skills and working collaboratively. Specific topics will include areas such as child sexual abuse, child fatality review and prevention, domestic violence, youth development and more. Participants will be able to choose six workshops from a selection of no less than 30. Workshops will range in length from 1.5 hours to 3.0 hours. A minimum of 10 hours of training will be provided to participants with a cost to LFUCG of \$17.50 per individual per hour of training.

**Long-Term Program Goals:**

- Enhance community capacity to prevent violence through increased ability to strengthen families.
- Enhance community capacity to strengthen families by assisting with building social connections, increasing parental resiliency, providing concrete support in times of need, and improving parenting skills.
- Expand community capacity to promote positive youth development through increased skills in improving social and emotional competency in children.
- Enhance community collaborations to enhance a seamless service delivery system all working toward the common goal of preventing child abuse and neglect.

ACTIVITIES	OUTPUTS	OUTCOMES
Delivery of the 17th annual Kids Are Worth It! Conference	three plenary sessions	Participants will learn a new skill they are able to utilize in their daily work.
Program evaluation	Six workshops from a selection of 30 choices	Participants will learn of a new community resource or community partner which can be utilized to strengthen families.
Continuing education approval and credit	10 individuals receiving a minimum of 10 hours of training	Participants will be better equipped to assist families in strengthening protective factors
Program evaluation	100 total training hours for LFUCG and other Lexington professionals and leaders	

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
85% of participants will report learning a new skill they are able to utilize in their daily work.	Demographic data will be collected via registration. Data will be collected onsite during each workshop to assess various aspects of workshop delivery, including participant satisfaction, presenter effectiveness and new knowledge being gained by attendees. Participants will be provided an additional survey onsite developed to assess the conference as a whole. Approximately 90 days after the conference, a follow up survey will be sent to participants assessing applicability of knowledge gained through attending the conference to the daily practice of attendees.	All participants will be expected to complete evaluations while onsite. An email invitation with a link to an online survey will be sent to all participants approximately 90 days after the conference.	Participants will be provided a workshop evaluation onsite upon the conclusion of each workshop.
85% of participants will report learning about a community resource or community partner which can be utilized to support families.			Participants will be provided an overall conference evaluation onsite upon the conclusion of the final workshop of the conference.
85% of participants will report being better equipped to assist families in strengthening protective factors.			Participants will be invited to participate in a follow up survey approximately 90 days after the conclusion of the conference.

## Addendum

**Agency:** Prevent Child Abuse Kentucky

**Program Name:** Technology Today: Teaching Safe Use for Youth

**LFUCG Partner Agency Program Funding:** \$9,620

**Program Summary:** Technology provides frightening opportunities for exposure to unsafe material, predators, and other harm. Providing safety programming early, gives children information and skills needed to stay safe and avoid decisions causing a lifetime of consequences. Prevent Child Abuse Kentucky (PCAK), in collaboration with LFUCG Division of Police, will provide Internet safety programming to over 1,500 5th graders attending 17 public schools in Fayette County. Programming will include technology usage assessments; educational resources for parents and students; interactive safety workshops for students; and training for school personnel.

Technology usage assessments will include gathering information from school personnel, 5th graders and their families. Information will be utilized to individualize programming to address specific school needs. Resources for parents will include information regarding risks, safety strategies to be implemented at home and additional resources. Educational material for children will be designed to raise awareness, serve as a reminder of acceptable use and offer contact information for emergency and other resources in an easily accessible format.

Workshops will be delivered to students by local experts including PCAK staff, law enforcement, and school personnel. Workshops will be interactive, relevant to the Lexington community and will provide students with information regarding risks, decision making implications, safety strategies and resources available if safety issues are encountered. Additionally, PCAK will provide training to school personnel such as counselors, Family Resource Center Directors and social workers. Sustainability will be enhanced by creating internal experts within the school system and encouraging expansion of messaging to all students.

**Long-Term Program Goals:**

- Enhance participant's ability to identify risks associated with technology.
- Enhance participant's ability to develop strategies to self-protect from potential harm associated with technology.
- Increase participant's knowledge base regarding consequences associated with online choices and behaviors.
- Enhance participant's ability to utilize good decision making skills when online.

ACTIVITIES	OUTPUTS	OUTCOMES
Delivery of the Internet Safety Program	Technology use assessments conducted in 17 elementary schools.	Participants will be able to identify 2 risks associated with the use of technology.
	Workshop presentations to 5th grade students in 17 schools.	Participants will be able to identify 2 self-protecting strategies when using technology.
	Educational material distributed to 5th grade students in 17 elementary schools.	Participants will be able to identify 2 laws related to Internet use and associated lifetime consequences of violating those laws.
	Educational material distributed to 5th grade families in 17 elementary schools.	Families will have knowledge and access to resources as it relates to keeping kids safe online.
	Training of designated school personnel in 17 elementary schools.	Each elementary school will have an internal expert and will have knowledge and skills to provide information and make appropriate referrals.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Participants will be able to identify 2 risks associated with the use of technology.	Post Test	All participants will be asked to complete a post test.	Participants will be provided a post test the conclusion of each workshop.
Participants will be able to identify 2 self-protecting strategies when using technology.	Post Test	All participants will be asked to complete a post test.	Participants will be provided a post test the conclusion of each workshop.
Participants will be able to identify 2 laws related to Internet use and associated lifetime consequences of violating laws.	Post Test	All participants will be asked to complete a post test.	Participants will be provided a post test the conclusion of each workshop.
Families will have knowledge and access to at least two resources as it relates to keeping kids safe online.	Number of educational materials distributed to families.	All participants will receive educational materials to take home to their adult caretakers.	Participants will be provided educational materials. Material will include a program evaluation tool to provide feedback if desired.