

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, **BLUEGRASS RAPE CRISIS CENTER** with offices located at P.O. Box 1603, Lexington, Kentucky 40588, (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 **Eighty Five Thousand Five Hundred Five Dollars (\$85,505.00)** 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 (1/4th) of which shall be payable in July 2013 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 10th, 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:

Bluegrass Rape Crisis Center
P.O. Box 1603
Lexington, KY 40588

Attn: Stephanie J. Humes, csw
Director of Compliance and
Program Development

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

BLUEGRASS RAPE CRISIS CENTER

BY: 
Jim Gray, Mayor

BY: 
Title: Executive Director

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: Bluegrass Rape Crisis Center

Program Name: Sexual Trauma and Assault Response Training (START)

LFUCG Partner Agency Program Funding: \$76,500

Program Summary: Effective community outreach is critical in reducing sexual violence in Fayette County. A comprehensive outreach program that targets affected individuals and engages interested community members in problem-solving is needed in order to impact significant overall change. The proposed program targets African-Americans in the Bluegrass-Aspendale community and Latinos/Hispanics in the Winburn community: two populations that are considered to be under-served in Fayette County. Program goals are to increase the number of people who access services after an assault, and to reduce the overall occurrences of sexual violence in these areas. The three-tier comprehensive program includes:

Tier 1: A public awareness and marketing campaign in the target area. This would include the creation and distribution of a wide-range of print, media, and electronic materials in English and Spanish, with content/designs aimed to effectively communicate to and with the target populations.

Tier 2: General community education and volunteer recruitment at designated faith communities in the target areas. Members of designated churches will receive a general awareness presentation, and will be recruited for participation in the volunteer program that is aimed to significantly reduce cultural barriers for those potentially seeking services.

Tier 3: Creation of community-based “change teams” within local faith communities. The BRCC will design, facilitate, and support a year-long, ongoing formal relationship with change teams, primarily through violence prevention and crisis intervention training. Community leaders will be trained to model positive intervention and promote safe environments that do not tolerate sexual violence.

Long-Term Program Goals: To eradicate sexual violence within our communities. In order to further this goal, we seek to provide services to all victims of sexual violence within Fayette County and equip individuals with the skills and knowledge necessary to address sexual violence in Fayette County.

ACTIVITIES	OUTPUTS	OUTCOMES
Strategic creation and implementation of awareness campaign in each community.	Two community specific campaigns targeting all members of each community.	10% increase in knowledge of BRCC services
Presentations in target communities	25 presentations reaching over 500 community members	50% increase in skills related to intervening in potentially high risk situations.
Volunteer Recruitment Drive	Three recruitment drives per target community	5% increase in racially diverse volunteer applicants
Develop Change Teams and have ongoing trainings and skills development	Develop a Change Team within 5 church congregations with 5 people per team. Training will be ongoing.	100% of Change Team members will be able to provide basic crisis counseling and referrals to community members.
Change Team members will participate in outreach efforts (presentations, creating a bulletin, etc)	Two a month upon the completion of training.	50% of each target congregation will be able to identify at least one Change Team member as a safe resource for crisis intervention services and violence prevention activities.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Results from surveys	Pre and Post surveys	Simple-300 people	Biannually. Before the campaign begins and at the end of grant year
Survey results	Pre and Post surveys	Simple (for surveys-300 people)	Survey data will be collected at each presentation.
Volunteer application demographic questions	Documenting demographic questions on volunteer applications	All applications will be reviewed and documented	As received.
Results from assessment	Crisis Counseling Skills Assessment Tool and Bystander Assessment tools	All Change Team members will be assessed	Ongoing through the grant year
Results from surveys	Surveys	Simple- 1/3 of church congregations	Biannually

Addendum

Agency: Bluegrass Rape Crisis Center

Program Name: Expanded Therapy Program

LFUCG Partner Agency Program Funding: \$9,005

Program Summary: BRCC will offer expanded therapy services to Fayette County survivors of sexual violence to reduce trauma symptoms, improve clients' management of symptoms and improve relationship skills. Equine Assisted Sexual Trauma Therapy (EASTT) and Eye Movement Desensitization and Reprocessing (EMDR) will be offered to all clients for whom they are appropriate and for whom clinical assessment indicates they will be effective.

EMDR is the preferred treatment for trauma by the American Psychiatric Association. People who experience trauma shift between being overwhelmed by intrusions or being numb to their trauma. EMDR reprocesses the traumatic memory so that it becomes stored in the brain as a regular memory, leading to a much quicker resolution of trauma than other forms of therapy. Not only will EMDR serve the individual client by speeding recovery, it will allow BRCC to serve a greater number of clients. Forty-six clients would receive EMDR as part of their treatment in the grant year through weekly hour-long sessions with a therapist. EASTT is a program pioneered by BRCC therapists in partnership with Central Kentucky Riding for Hope (CKRH). Participants engage with horses in non-mounted activities that are experiential. The interactions between client and horse provide real-time feedback, skill building and behavior modification. EASTT sessions focus on boundary setting, trust, management of trauma symptoms, positive coping strategies, assertiveness and conflict resolution and can be utilized in individual and group therapy. BRCC will serve a total of 20 clients through EASTT with all sessions held at CKRH at the Kentucky Horse Park.

Long-Term Program Goals: Through BRCC's therapy/counseling program, clients will achieve a great level of psychological, social, and occupational functioning.

ACTIVITIES	OUTPUTS	OUTCOMES
Provide short-term individual crisis counseling to victims of sexual violence using EMDR protocols.	An average of 4 sessions will be provided to at least 11 crisis clients.	Clients will show an increase in psychological, social and occupational functioning.
Provide long-term individual psychotherapy to victims of sexual violence using EMDR protocols.	An average of 30 sessions will be provided to 35 therapy clients.	-Clients will show a decrease in traumatic symptoms. -Clients will show an increase in psychological, social, and occupational functioning.
Provide EASTT group sessions	12, 90-minute sessions will be provided to 10 clients.	Clients will show an increase in trauma symptom management skills.
Provide individual EASTT sessions	100, 60-minute sessions will be provided to 10 therapy clients.	-Clients will show a decrease in traumatic symptoms.
Provide individual EASTT sessions	100, 60-minute sessions will be provided to 10 therapy clients.	-Clients will show an increase in psychological, social and occupational functioning.
Provide individual EASTT sessions	100, 60-minute sessions will be provided to 10 therapy clients.	Clients will show an increase in psychological, social and occupational functioning.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
80% of crisis counseling clients will show an increase in GAF scores.	Global Assessment of Functioning Scale (GAF) measuring psychological, social and occupational functioning.	simple	At end of first session and at discharge
80% of therapy clients will show improvement on the TSI-2.	Trauma Symptom Inventory-2 (TSI-2) measuring trauma symptoms	simple	-TSI-2 is given at beginning of first session, every six months, and at discharge.
80% of therapy clients will show improvement on the GAF.	Global Assessment of Functioning Scale (GAF) measuring psychological, social, and occupational functioning		-GAF is done at end of first session, every six months, and at discharge.
80% of EASTT group participants will report an increase in their ability to manage trauma symptoms.	EASTT Group pre and post tests	simple	-Pre-test is administered at beginning of first group session. -Post-test is administered at termination of final (6th) session.
-80% of individual EASTT participants will show improvement on the TSI-2 -80% of individual EASTT participants will show an improvement on the GAF.	-Trauma Symptom Inventory-2 (TSI-2) measuring trauma symptoms -Global Assessment of Functioning Scale (GAF) measuring psychological, social, and occupational functioning	simple	-TSI-2 is given at beginning of first session, every six months, and at discharge. -GAF is done at end of first session, every six months, and at discharge.