

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, **Bluegrass Council of the Blind** with offices located at 1093 South Broadway, Suite 1230, Lexington, Kentucky 40504, (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 **Fifteen Thousand Dollars (\$15,00)** 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 2016 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 14th, 2016, January 13th, 2017 and April 14th, 2017. A year-end program**

report shall be submitted by July 14th, 2017. 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

BLUEGRASS COUNCIL OF THE BLIND

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: Bluegrass Council of the Blind, Inc.

Program Name: Assistive Technology and Training

LFUCG Extended Social Resource Grant Program FY17 Funding: \$7,500

Program Summary: Increase independence, self-sufficiency, productivity, and safety for persons with low to no vision through the introduction, training on and acquisition of technology that can assist in managing daily tasks and empower persons with low to no vision. This program offers demonstrations of assistive technology (AT), training on AT devices, a lending library, referrals, individual empowerment plans, and in office use of devices which are offered by appointment for individuals Monday through Friday. BCB offers group demonstrations and training bi-monthly. By participating in this program, adults with low to no vision will have the tools necessary to live, work, and participate in their community independently, safely, and productively. We estimate serving 140 unduplicated participants during the 2 year funding period, with approximately 75% being age 55 or older. This program also offers demonstrations and training for other professionals who work with consumers who are low to no vision. Professionals working with the b/vi will be educated and trained on devices and offered items on loan for demonstrations and training.

Long-Term Program Goals: The goal of the ATT program is to advance the independence, safety, and inclusion of persons with low to no vision through the use of Assistive Technology devices, Accessibility Features and Information Technology Assistance, resulting in blind/vision impaired persons living safer, healthier, more independent and productive lives.

ACTIVITIES	OUTPUTS	OUTCOMES
Informing people of AT available through presentations and demonstrations	15 group presentations and 75 individual demonstrations	B/vi and public are more aware of choices available for independent living and safety
Offer Individual Empowerment Plans (IEP) for participants	56 written IEPs developed for consumers	Participants have plan of action to follow for achieving AT goals
AT acquisition and lending of equipment	Lend or provide 96 items to 60 participants	AT devices are available for participants
Group and individual training classes on devices and accessibility features	312 hours on 624 features and devices	Participants are informed and knowledgeable on what is available and how to use them for safety and independence
AT trainers acquire knowledge of devices and accessibility features available	520 hours of learning through seminars, webinars, blogs, research, podcasts, videos, etc.	AT trainers acquire knowledge of devices and accessibility features available

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Percent of participants who indicate they learned something helpful about AT	Participant surveys, observation, and focus groups	All participants	Survey immediately following demonstrations; focus groups quarterly; quarterly follow up questionnaires
Number of goals reached on IEP	IEP	All participants who complete an IEP	Bi-annually
Number of items received and distributed	Inventory and tracking	All items	Annual inventory and as items are acquired and distributed
Number of participants who indicate they are knowledgeable on using devices and features	Participant surveys, observation, and focus groups	All participants	End of each training and annual surveys
Number of devices and features trainers are familiar with and comfortable teaching	Inventory and tracking	All trainers	Monthly

Addendum

Agency: Bluegrass Council of the Blind, Inc.

Program Name: Peer Support

LFUCG Extended Social Resource Grant Program FY17 Funding: \$7,500

Program Summary: Increase independence, inclusion, safety, and health of anyone affected by vision loss. We provide services for adults who are blind or visually impaired (b/vi) and also their family, friends, caregivers, and other professionals working with those who are b/vi. We estimate reaching 350 unique Fayette County residents directly affected by vision loss during the 2 year funding period. The Peer Support program is organized in four parts; an ongoing peer support group, a peer-to-peer mentoring component, membership with a local and national organization, and information and referral.

Long-Term Program Goals: Blind and visually impaired individuals will achieve greater independence, safety, health, self-esteem, gain more knowledge and skills to cope with low to no vision, resulting in a better quality of life.

ACTIVITIES	OUTPUTS	OUTCOMES
Group support meetings with lunch and share session and informative presentations	20 support group sessions with an average attendance of 25 participants and 500 meals provided	Acquire a variety of methods and techniques for coping with and living independently and safely with vision loss
Community outings and information sessions	11 support group sessions with an average attendance of 27 participants	Participants learn information on community destinations, resources, and are able to navigate confidently
Mentor-mentee support and communication	520 mentor/mentee contacts	Mentor and mentees both feel supported and obtain new ideas and skills for living with vision loss
American Council of the Blind (ACB) and Bluegrass Council of the Blind memberships	8 membership meetings with an average attendance of 35 participants and 280 meals provided; Regular print and electronic communications with ACB members nationwide	Participants connect and learn from thousands of others with similar interests and issues, having a united and stronger voice for legislative issues
Daily sharing of information through social media, website, information and referral calls, and intakes	Provide approximately 624 pieces of information and make referrals to an average of 556 people	Participants and community are educated and informed of resources available for persons affected by vision loss

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Percent of group participants who indicate increased use of independent transportation options and/or reduced reliance on caregivers for transportation	Participant survey	Surveys will be distributed to all in program	Quarterly
Percent of participants more familiar with community resources	Participant survey and tracking of media posts	At least every other caller will be surveyed	Weekly averages
Percent of participants who indicate increased self-esteem and quality of life through support, knowledge, and skills gained	Participant survey	Surveys will be conducted for all in program	Monthly
Percent of mentees who report increased ability in managing personal care and day to day household responsibilities	Participant survey, interview, and ongoing observation	Surveys and interviews will be conducted for all in program	Quarterly
Percent of mentees who establish and achieve personal goals with the support of a b/vi mentor	Pre and post survey, interview, and ongoing observation	Surveys and interviews will be conducted for all in program	Quarterly