

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 TECHNOLOGY CENTER** with offices located at 409 Southland Drive, 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 **Twenty Five Thousand Three Hundred Seventy Dollars (\$25,370.00)** 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:

Bluegrass Technology Center  
407 Southland Drive  
Lexington KY 40503

Attn: Debbie Shanon

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 TECHNOLOGY CENTER

BY: \_\_\_\_\_

Jim Gray  
Jim Gray Mayor

BY: \_\_\_\_\_

Bruce V. [Signature]  
Title: Board President

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:** Bluegrass Technology Center

**Program Name:** CARAT: Coordinating & Assisting the Reuse of Assistive Technology

**LFUCG Partner Agency Program Funding:** \$25,370

**Program Summary:** CARAT: a collaborative ongoing program improving the health and quality of life of individuals with disAbilities through provision and redistribution of assistive technology (AT)/home medical equipment. Fayette County has a high incidence of people with disAbilities and chronic health problems. To meet the needs of many, CARAT operates daily to coordinate a network of individuals/agencies who work to identify and collect unused items. BTC removes life debris and refurbishes equipment, making suitable for reuse. Items are sanitized thoroughly and redistributed to individuals who need but unable to acquire it otherwise. To be resource efficient, CARAT utilizes technology to provide low cost methods of communication, research resources, community awareness, and to link people in need with those who have while utilizing community volunteers/training participants to help reach common goals.

CARAT links existing area lean closets with each other and provides agencies online database to share equipment information, a service providers' dream! Specific goals: 428 residents impacted by CARAT; establish 41 Linking Partners; accept 765 items, reducing waste; distribute 252 items, meeting needs; strive to provide \$42,840 health care savings; provide vocational/training experiences for volunteers, most at poverty-levels. Most importantly, CARAT strives to improve the health and well being of people. Goals: enable 60% of people inquiring receive needed equipment; 85% report using devices six months after acquisition and 85% to report improved health/functional capacities. We also strive for 85% volunteers report skills growth and satisfaction.

**Long-Term Program Goals:** 3 Years: Improve the quality of life, health, safety and welfare of Fayette Co. residents who cannot afford the AT/Home Medical Equipment needed to live, learn, work and play by implementing strategies to expand a cohesive central point of access to specialized equipment. CARAT's role is to promote and facilitate efficient utilization and shared resource management to provide devices to those in need, regardless of type or length of their disability. Beginning steps include 1) establishing and maintaining a solid network of interested persons/agencies (linking partners); 2) promote new communication and online database system; 3) further expand transport system options; 4) to increase the number of quality devices available for distribution; 5) creating and holding specialized collection events to increase awareness and 6) take in more items for refurbishing, keeping usable items out of landfills. A much longer term goal is to 7) grow a comprehensive wheelchair reuse/repair program and expand vocational-oriented training opportunities to address the increased equipment needs of the Silver Tsunami-our rapidly growing aging population.

ACTIVITIES	OUTPUTS	OUTCOMES
<p>Expand CARAT framework &amp; refine administrative processes; promote/recruit Linking Partners &amp; Transportation Networks; Coordinate volunteers/students; Promote CARAT activities.</p> <p>Promote point of entry for donors &amp; recipients of necessary medical equipment to meet medical care/rehabilitation needs.</p>	<p>428 Fayette Countians impacted by CARAT. (Donors, Recipients, Volunteers, Trainees, Linking Partner representatives)</p>	<p>Recipients acquire needed equipment for medical care/rehabilitation via CARAT.</p>
<p>Establish additional Linking Partners, participation and Collaborators. Refine survey and distribute.</p> <p>Identify &amp; Establish Transport Network to move items from those who have to those in need.</p> <p>Support Advocacy &amp; Outreach activities.</p>	<p>Establish 41 Linking Partner relationships with Fayette County agencies/professional service providers.</p>	<p>Recipients utilize devices to maintain and/or improve functional capacities.</p>
<p>Acquire donations thru outreach activities. Develop/Maintain relations with known resources with regular access to desired items. Confirm arrangements with out of state providers to meet anticipated more-specialized equipment needs.</p>	<p>Accept 765 items from Fayette County individuals/agencies to evaluate for CARAT reutilization vs. landfill/other disposition.</p>	<p>Recipients experience better health and improved functional capacities.</p>

<p>Evaluate, Refurbish &amp; Prepare items for distribution.          Provide training/host meetings with Linking Partners.          Survey donors, participants &amp; Linking Partners. Adjust as needed.          Continue Volunteer Recruitment, Retainment &amp; Recognition.</p>	<p>Distribute 252 items to Fayette County residents in need.</p>	<p><b>Volunteers/PreService Students/Vocational Training Participants experience a rewarding and mutually beneficial service (skill building, field placement, talent sharing) opportunity.</b></p>
<p>Advocacy; Working with Linking Partners and Collaborators, CARAT will advocate for more reutilization activities, strategies, and supports to maintain, improve and expand services including pursuing partnership with KY Medicaid.          Evaluate CARAT operations.</p>	<p>Overall, CARAT will strive to provide health-care savings of at least \$49,980 (value of devices received).</p>	

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
156 of 278, 56% of Fayette County inquiries, will result in equipment acquisition via CARAT services.	Daily data collection forms completed by staff/volunteers.	Plan to survey every participant, random sampling may be utilized if project demands exceed resources.	Hard copy upon occurrence. Data input weekly. Analysis performed monthly/quarterly.
133 or 85% of Fayette County recipients report using device obtained via CARAT three months after receiving device (if remains a need).	Follow up survey/Staff interview/Staff observations.	Plan to survey every participant, random sampling may be utilized if project demands exceed resources.	Approximately three months after equipment acquisition.
133 or 85% of Fayette County recipients report better health and improved functional capacities six months after receiving device using a pre/post rating scale/staff interview.	Pre/Post rating scale when possible/Staff interview	Plan to survey every participant, random sampling may be utilized if project demands exceed resources.	Approximately six months after equipment acquisition. (This data point is being utilized within our programming and due to the extent of variables (timing, equipment matches, individualized needs, short term funding via LFUCG) this data point may not be met for this RFP purpose but we will be collecting it and will share what data we may be able to collect towards this goal.
68 or 85% of Fayette County community service volunteers/Pre-service students/Vocational training participants report improved skills and mutually beneficial community service experiences.	Participant weekly, monthly and/or Exit survey (will vary per volunteer program)/Staff interview	Plan to survey every participant, random sampling may be utilized if project demands exceed resources.	Hard copy upon occurrence. Data input monthly. Analysis performed monthly/quarterly.