

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, **YMCA OF CENTRAL KENTUCKY** with offices located at 239 East High Street, Lexington, Kentucky 40507, (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 **Forty Thousand Five Hundred Thirty Dollars (\$40,530.00)** 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:

YMCA of Central Kentucky
239 E. High St.
Lexington, KY 40507

Attn: Brenda Blakovich

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

YMCA OF CENTRAL KENTUCKY

BY: _____

Jim Gray
Jim Gray, Mayor

BY: _____

[Signature]
Title: President + CEO

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: YMCA of Central Kentucky

Program Name: LIVESTRONG at the YMCA

LFUCG Partner Agency Program Funding: \$24,380

Program Summary: The LIVESTRONG at the YMCA program is a wellness program for people currently in treatment for cancer or those who have undergone treatment for cancer at some point in their lives. The program is free of charge and open to everyone. YMCA membership is not a requirement. Participants meet at the YMCA twice a week for 12 consecutive weeks in small group classes. Each class lasts approximately 1.5 hours. Classes are led by certified LIVESTRONG coaches, who have received extensive training in the LIVESTRONG curriculum as set by the YMCA of the USA and the LIVESTRONG Foundation.

Participants begin the 12-week session with a simple fitness test to gather baseline data. Each participant meets one-on-one with their LIVESTRONG coach to get a detailed exercise prescription based in their personal history- the type of cancer they are dealing/have dealt with, their current cancer treatment schedule, their past fitness history, and their personal goals. Each participant receives their own exercise regimen to suit their needs. Participants are closely monitored and checked periodically for signs of lymphedema and over-training.

A well rounded approach is taken with the LIVESTRONG program. Participants engage in flexibility training, cardiovascular exercise, strength training, workshops in nutrition, and music therapy. In addition to exercise, participants engage in relationship and community building time in every class session. Each class concludes with "stretch and reflect" time in which participants can openly discuss living with cancer in a safe and caring environment.

Long-Term Program Goals: The primary goal of the LIVESTRONG at the YMCA program is to empower cancer survivors to build muscle mass and strength, increase flexibility and endurance and improve functional ability. Additional goals include reducing the severity of therapy side effects, preventing unwanted weight changes and improving energy levels and self esteem. Participants also receive the assistance needed to develop their own physical fitness program so they can continue to practice a healthy lifestyle, not only as part of their recovery, but as a way of life.

ACTIVITIES	OUTPUTS	OUTCOMES
<p>Conducting classes, appropriate apparatus for participant exercise plans, safe facilities to engage in program activities. YMCA of Central Kentucky will provide free 12-week Citywide Household memberships to all participants in the LIVESTRONG at the YMCA program.</p>	<p>Provide space for approximately 12 LIVESTRONG at the YMCA program sessions association-wide. 100% of participants receive free 12-week Citywide Household YMCA membership.</p>	<ul style="list-style-type: none"> -Participants will experience a 15% gain in strength and muscular endurance. -Participants will experience a 20% gain in sub-maximal cardiovascular capacity. -An average of 60% of participants will continue membership with the YMCA after the 12-week session concludes.
<p>LIVESTRONG Project Manager serves as liaison between the YMCA of the USA and LIVESTRONG Foundation. Delivers the LIVESTRONG program curriculum as set forth by the YMCA of the USA and LIVESTRONG Foundation. Oversees entire LIVESTRONG at the YMCA program for the YMCA of Central Kentucky.</p>	<p>YMCA of Central Kentucky LIVESTRONG Project Manager allocates approximately 20% of weekly work hours to maintenance, support, and development of the LIVESTRONG at the YMCA program. 100% of the LIVESTRONG participants are served by the program curriculum and made aware of supportive resources available through the LIVESTRONG Foundation and YMCA of the USA.</p>	<ul style="list-style-type: none"> -LIVESTRONG at the YMCA programming will be offered at at least 3 of the YMCA of Central Kentucky branches. -Project Manager will attend at least one (1) continuing education event offered through the YMCA of the USA and/or the LIVESTRONG Foundation.
<p>Branch LIVESTRONG Coordinators oversee all branch-level operations for the LIVESTRONG program including staffing, logistics, scheduling, and program registration.</p>	<p>Provides on-going leadership and management to approximately 15 certified LIVESTRONG coaching staff association-wide.</p>	<ul style="list-style-type: none"> -Program Coordinators will attend at least one (1) continuing education event offered through the YMCA of the USA and/or the LIVESTRONG Foundation. -Program Coordinators will host at least one (1) special event(s) to promote/celebrate LIVESTRONG at the YMCA. -Maintain an average class size will be a minimum of 70% capacity.

<p>Certified LIVESTRONG at the YMCA coaches conduct all LIVESTRONG at the YMCA classes and work hands on with the participants.</p>	<p>Serve approximately 180 cancer patients/survivors annually through weekly class instruction with the LIVESTRONG at the YMCA program. Utilize curriculum set forth by the LIVESTRONG Foundation and YMCA of the USA. 100% participants engage in the program through the LIVESTRONG standards.</p>	<p>-LIVESTRONG coaches will attend at least one (1) continuing education event offered through the YMCA of the USA and/or the LIVESTRONG Foundation. -All coaches will spend a minimum of 1 hour per week preparing individual exercise programs and communicating one-on-one with participants. -Coaches will assist with at least two (2) LIVESTRONG workshops for each class session.</p>
<p>All LIVESTRONG participants are provided free of charge with the LIVESTRONG Foundation "Living with Cancer Guidebook" series, and other participant-specific LIVESTRONG educational literature. All participants supplied with free LIVESTRONG at the YMCA shirt and LIVESTRONG Foundation materials.</p>	<p>Approximately 180 Living with Cancer Guidebooks and printed materials distributed to program participants annually. 100% of the participants receive a LIVESTRONG at the YMCA shirt and LIVESTRONG materials free of charge.</p>	<p>- Each participant will receive a LIVESTRONG Foundation guidebook. -Each participant will receive a LIVESTRONG Foundation journal. -Each participant will receive a lifestyle-specific educational literature package upon completing their intake interview. -Each participant will receive a free shirt and LIVESTRONG materials the first week of their session.</p>

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Participants will experience a 15% increase in muscular strength and muscular endurance	Pre/post testing- all participants	All participants	twice per session, pre & post session standardized fitness test battery
Participants will experience a 20% increase in sub-maximal cardiovascular capacity	Pre/post testing- all participants	All participants	twice per session, pre & post session standardized fitness test battery
Participants will experience a 10% increase in range of motion	Pre/post testing- all participants	All participants	twice per session, pre & post session standardized fitness test battery
Participants will form connections and become members of a caring, supportive environment	Rate of conversion to YMCA membership after the 12-week LIVESTRONG session concludes	All participants	Once per session- post session survey of participants

Addendum

Agency: YMCA of Central Kentucky

Program Name: YMCA Diabetes Prevention Program

LFUCG Partner Agency Program Funding: \$8,500

Program Summary: The YMCA Diabetes Prevention Program is for anyone who is termed "pre-diabetic" and at-risk for developing type 2 diabetes. All individuals with a BMI of 25 or greater and who have a diagnosis of pre-diabetes are eligible to apply. The YMCA's Diabetes Program provides a supportive environment where participants work together in a small group to learn about healthier eating and increasing their physical activity in order to reduce their risk for developing diabetes. The program, which is led by a trained Lifestyle coach in a classroom setting, is delivered over a 12- month, beginning with 16 weekly sessions followed by monthly maintenance. The two program goals are to reduce body weight by 7% and to increase physical activity to 150 minutes per week. In addition to the classroom-based learning sessions, all participants are granted a free citywide household YMCA of Central Kentucky membership and connected with wellness professionals who help them meet their goal of 150 minutes per week of physical activity.

Long-Term Program Goals: In a classroom setting, a trained lifestyle coach helps YMCA Diabetes Prevention Program participants to change their lifestyle by learning about healthy eating and physical activity. Over the course of the 16-week program participants are given the goal of reducing body weight by 7% and increasing physical activity to an average of 150 minutes per week. In addition to the empirical data, another long term goal is providing participants with a network of friends and professionals who care about and support one another. Community is one of the main keys to long-term success and maintaining the empirical goals of weight reduction and physical activity.

ACTIVITIES	OUTPUTS	OUTCOMES
<p>Participants engage in 16-weeks of weekly classroom coaching sessions led by trained lifestyle coaches</p> <p>Participants engage in food tracking and logging physical activity minutes</p>	<p>100% of the program participants</p> <p>100% of the program participants</p>	<p>-participants reduce body weight by 7%</p> <p>-participants increase physical activity to 150 minutes per week average</p> <p>-participants educated in how to read food labels and how to assign caloric amount to fats, carbohydrates, and proteins</p> <p>- participants given the tools and knowledge to maintain personal logs of food intake and physical activity</p>
<p>All participants will receive a FREE citywide household membership to the YMCA of Central Kentucky at week 5 of the 16-week program</p>	<p>100% of the program participants</p>	<p>-participants will be connected to YMCA health professionals who will help them achieve their 150 minute per week physical activity goal average</p> <p>-families of participants are encouraged to participate in YMCA activities to further encourage lifestyle change in the participant</p>
<p>Workshops in healthful eating will be offered to all YMCA Diabetes Prevention Program participants</p>	<p>100% of the program participants</p>	<p>-Dieticians will conduct workshops on making healthy choices concerning diet in an effort to assist participants in reaching the 7% weight reduction over 16-week goal</p>

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Participant reduces body weight by 7% over the course of 16-week session	Mynetico on-line reporting	All participants sampled	Participants log progress weekly, staff uses weekly Mynetico on-line reporting. Participants use a questionnaire evaluation at weeks 8 and 16 as to their personal progress and their evaluation of the programs effectiveness. In addition, participants are asked to submit and additional evaluation one year post completing the program
Participant increases physical activity to an average of 150 minutes per week over the course of the 16-week session	Mynetico on-line reporting	All participants sampled	Participants log progress weekly, staff uses weekly Mynetico on-line reporting. Participants use a questionnaire evaluation at weeks 8 and 16 as to their personal progress and their evaluation of the programs effectiveness. In addition, participants are asked to submit and additional evaluation one year post completing the program

Addendum

Agency: YMCA of Central Kentucky

Program Name: YMCA Black Achievers

LFUCG Partner Agency Program Funding: \$7,650

Program Summary: The YMCA Black Achievers program is our association's largest and most established teen program, serving approximately 250 students per year with 110 of those being Fayette County residents. The program connects 7th – 12th grade students (from Fayette County schools, but also includes surrounding counties) with positive, adult role models in the community and provides them with educational, career, and social opportunities that are not readily available to them. These experiences enable youth to: improve academic deficiencies; understand and evaluate life options by exposing them to various career fields and providing them with the information needed to set career goals and objectives; establish meaningful, long-term relationships with positive adults within their community; and develop assets and skills which improve their chances of succeeding in life.

Saturday sessions take place on the second and fourth Saturday of the month at Lexington Traditional Magnet School, during the school year and combine features of mentoring, structured discussions, group exercises, role-playing, hands-on activities, workplace tours, traditional lectures, guest speakers and presentations. The broad level curriculum is designed to engage students in various individual assignments, activities and group exercises that improve reading, vocabulary, mathematics, and language expression. Most assignments, activities and exercises are geared to be interactive, allowing students and adult role models to work together throughout the learning experience in a safe learning environment.

Long-Term Program Goals: The YMCA Black Achievers program has four main goals. The first goal is to improve academic deficiencies and increase the percentage of students who graduate from high school. The second goal is to help youth understand and evaluate their life options by exposing them to various career fields and providing them with the information needed to set career goals and objectives. In addition, the program seeks to increase the developmental assets and develop life skills in youth, improving their chances of succeeding in life. Finally, the program works to establish meaningful, long-term relationships between program participants and positive adults within the community. Grant funds will be used to ensure we achieve the outcomes related to the four main goals of the program.

ACTIVITIES	OUTPUTS	OUTCOMES
Saturday Sessions	9 regular sessions coordinated by volunteers for all 250 Achievers	Increase percentage of students who graduate from high school; Increase percentage of students who apply to college. Increase number of positive adult role models
Special Sessions: College & Career Fair; FAFSA Fair; Family Day; Youth Recognition Awards	Each special session is available to 130+ Achievers that attend and for their parent/guardian	Increase percentage of students who graduate from high school; Increase percentage of students who apply to college. Increase number of positive adult role models
College Tours	Up to 3 tours during the academic year and 5 tours during Spring Break for up to 60 Achievers	Increase percentage of students who graduate from high school; Increase percentage of students who apply to college.
Annual Awards Banquet	Offered once per academic year and up to 400 attendees including Achievers, volunteers, sponsors, and other guests	Increase number of alumni program volunteers
Youth Leadership Summits (Midwest Achievers Teen Summit, KYA, KUNA)	Each summit is 3 days for up to 25 Achievers	Increase percentage of students who graduate from high school; Increase percentage of students who apply to college.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Increase percentage of students who graduate to the next level	Survey/evaluation	100-130 students during the last Saturday session	1 time per year
Increase percentage of students who graduate from high school and apply to college	Survey/evaluation and interviews conducted	30-40 senior high school students	1 time per year
Enhance college tours and annual college and career fair	Surveys and evaluations from students and volunteers who participate in those events	Up to 40 students that participate in these events	1 time per event which occurs monthly
Increase participation at youth leadership summit	Registration statistics	Up to 25-30 students that participate in the events	1 time per event for 2-3 events
Increase number of positive adult role models	Students that return as mentors and/or return in other capacities that will benefit the program	30-40 senior high school students that return after graduation	1 time per year