

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2012, 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, 2012**, 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 **Thirty One Thousand Two Hundred Twenty Dollars (\$31,220.00)** 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 2012 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. Such report and statements shall be submitted no later than July 31, 2013 for the FY 2013.

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: 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: _____

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: Victim Services/Educational Outreach

LFUCG Partner Agency Program Funding: \$31,220

Program Summary: BRCC's Victim Services Program consists of the Crisis Intervention Program, the Psychotherapy Program, and the Advocacy Program. The Crisis Intervention Program provides a toll-free 24-hour crisis line, individual and group counseling, and information & referral services. The Psychotherapy Program provides individual and group therapy to victims. These programs seek to increase the client's ability to cope with the aftermath of sexual violence and manage the symptoms that may result from experiencing trauma. The Psychotherapy Program also seeks to improve functioning over the course of treatment. The Advocacy Program provides medical advocacy & accompaniment and legal advocacy & accompaniment to victims. This program seeks to increase the ability of victims to make well informed medical and legal decisions.

The Educational Outreach & Prevention Program provides community educational programs on a variety of topics related to rape, child sexual abuse, and other forms of sexual violence. In-service trainings and consultations are provided to area professional such as teachers, police departments, and medical personnel. The Education Outreach program seeks to increase participants' knowledge of issues related to sexual violence and to aid professionals in serving their clients.

Long-Term Program Goals: BRCC strives to assist victims in returning to a pre-trauma or greater level of functioning. Additionally, BRCC strives to educate the community about sexual violence thereby lessening its occurrence.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
<p>Staff: Interim Director, Clinical Director, Therapist, Ten Crisis Counselors, Immigrant Outreach Specialist (tri-lingual), Development Director, Business Manager, Publications Specialist, Administrative Assistant</p> <p>Volunteers: 70 Direct Service Volunteers (Advocate/Crisis Line), 50 In-direct Service Volunteers</p> <p>Facilities: Offices</p> <p>Supplies: Professional Development Library, Videos for Clients, Books/Books on Tape/Educational Materials (multilingual) for Clients</p>	<p>Crisis Line - Provide crisis intervention, information & referral, and advocacy via the toll-free 24-hour crisis line</p> <p>Crisis Counseling - Provide short-term crisis counseling to victims of sexual violence and their family/friends</p> <p>Group Counseling - Provide group counseling for individuals affected by sexual violence</p> <p>Psychotherapy - Provide ongoing individuals therapy for individual affected by sexual violence</p>	<p>500 individuals will receive services via the 24-hour crisis line.</p> <p>50 individuals will receive counseling services.</p> <p>50 individuals will receive psychotherapy.</p>	<p>Individuals receive free short-term crisis counseling as well as crisis intervention, information and referrals via the 24-hour crisis line.</p> <p>Individuals will gain the skills need to cope with the aftermath of violence and manage the symptoms that may result from experiencing trauma.</p> <p>Individuals will gain the skills need to cope with the aftermath of violence and manage the symptoms that may result from experiencing trauma.</p> <p>Clients will maintain or improve functioning over the course of treatment.</p>

<p>Staff: Interim Director, Clinical Director, Therapist, Ten Crisis Counselors, Immigrant Outreach Specialist (tri-lingual), Development Director, Business Manager, Publications Specialist, Administrative Assistant</p> <p>Volunteers: 70 Direct Service Volunteers (Advocate/Crisis Line), 50 In-direct Service Volunteers</p> <p>Facilities: Offices</p> <p>Supplies: Professional Development Library, Videos for Clients, Books/Books on Tape/Educational Materials (multilingual) for Clients,</p>	<p>Medical Advocacy - Trained medical advocates accompany clients to the ER for exams. Advocates also provide information and referral services</p> <p>Legal Advocacy - Trained advocates accompany clients to court hearings and meetings with justice system personnel. Advocates provide information and referral services.</p>	<p>100 individuals will receive medical advocacy or accompaniment.</p> <p>50 individuals will receive legal advocacy.</p>	<p>Individuals will have an increased knowledge of the medical and legal process and an increased ability to make informed medical and legal decisions.</p> <p>Individuals will have an increased knowledge of the medical and legal process and an increased ability to make informed medical and legal decisions.</p> <p>Individuals will have an increased knowledge of the medical and legal process and an increased ability to make informed medical and legal decisions.</p> <p>Individuals will have an increased knowledge of the medical and legal process and an increased ability to make informed medical and legal decisions.</p>
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<p>Staff: Interim Director, Ten Crisis Counselors, Immigrant Outreach Specialist (tri-lingual), Volunteers: 25 Service Supplies: Professional Development Library, Videos, Educational Materials for other Professionals and the Community</p>	<p>Educational/Outreach Programming</p> <p>Professional In-service Trainings.</p>	<p>8,000 individuals will participate in educational programs.</p> <p>150 professionals will receive in-service training.</p>	<p>Participants will have an increased knowledge of issues related to sexual violence and harassment.</p> <p>Professionals gain knowledge in the area of sexual violence.</p> <p>Professionals are better able to serve clients who have been victims of sexual violence.</p>
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INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
<p>Survivors will report a high degree of healing/decreased symptoms (4.0 point on a 5 point scale) related to drug or alcohol use associated with sexual trauma.</p> <p>Survivors will report a high degree of healing/decreased symptoms (4.0 on a 5 point scale) related to feeling of wanting to or actually hurting themselves.</p> <p>75% of group members completing a pre/post test will report an improvement in their skills related to managing symptoms resulting from sexual violence.</p> <p>Of those who are reassessed during the 12-month period, 75% will maintain or improve on the Global Assessment of Functioning.</p>	<p>Client Records</p> <p>Counseling Services survey</p> <p>Group pre/post test</p> <p>Client records - Psycho-Social Assessment - GAF</p>	<p>simple</p>	<p>Each service is documented with a form which includes information about the client, services requested, and services provided. Data Source: Client records</p> <p>Each client will be given a Counseling Services Survey after the 3rd session, every six months there after, and upon termination. Data Source: Counseling Services Survey</p> <p>Each client will be given a pre/post test at the beginning of group and upon completion of the group. Data Source: Group pre/post test.</p> <p>Upon intake and annually thereafter, therapists assess clients' Global Assessment of Functioning. A final assessment is done at termination. Data Source: Client files (Psycho-Social Assessment)</p>

<p>Of the individuals receiving medical accompaniment/advocacy, at least 95% will receive a detailed explanation of the exam.</p> <p>Of the individuals receiving medical accompaniment/advocacy, 100% will be provided clothes after the exam if necessary.</p> <p>Of the individuals receiving legal advocacy, at least 95% will have the legal process clearly explained.</p> <p>Of the individuals receiving legal advocacy, at least 95% will receive information on their legal rights.</p>	<p>Medical Post-Advocacy Checklist</p> <p>Legal Post-Advocacy Checklist</p>	<p>simple</p>	<p>A Medical Post-Advocacy Checklist will be completed by the BRCC advocate for all medical accompaniment services.</p> <p>A legal Post-Advocacy Checklist will be completed by the BRCC advocate for legal advocacy services.</p>
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<p>The average number of all correct scores on the Post-test will be higher than those on the Pre-test.</p> <p>75% of the professional surveyed will report an increase in knowledge in the area of sexual violence as a result of the presentation.</p> <p>75% of the professional surveyed will report an ability to better serve clients as a result of the presentation.</p>	<p>Pre- and Post-test Professional Assessment Survey</p>	<p>random</p>	<p>800 (10%) educational participants will be given Pre- and Post-tests.</p> <p>100 (20%) professionals will be surveyed</p>
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