

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2014, 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, 2014**, 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 Three Thousand Nine Hundred Dollars (\$43,900.00)** 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 2014 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 9<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 Rape Crisis Center  
P.O. Box 1663  
Lexington, KY 40588

Attn: Stephanie Humes, Director of Operations

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  
Jim Gray, Mayor

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

[Signature]  
Title: Executive Director

ATTEST:

[Signature]  
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:** Expanded Counseling, Advocacy, and Coordinated Inter-Agency Services

**LFUCG Partner Agency Program Funding:** \$43,900

**Program Summary:** Last year, successful outreach efforts caused the BRCC to consider innovative ways to promptly and adequately meet the needs of a growing client base with the same amount of resources and staff. With LFUCG support over the last six months, BRCC was able to provide Equine Assisted Sexual Trauma Therapy (EASTT) and Eye Movement Desensitization and Reprocessing (EMDR) therapy to 37 victims of sexual violence. These experiential models allowed clients to significantly progress in their healing, in a way that traditional talk therapy has not been able to do. This year, BRCC will expand outreach to two additional under-served populations: 65+ and LGBTQ communities. This means that we will have to find even more ways to meet the anticipated increased need for trauma-informed counseling and advocacy by:

1. Continuing EMDR and EASTT therapy: provide an additional 10 victims with EMDR and an additional 17 victims with EASTT.
2. Implementing two new psycho-educational groups that incorporate research-based alternative healing (tai chi), and therapeutic art programs (journaling and photography) to reach an additional 20 victims.
3. Leverage community partnerships by collaborating with the Lexington Police Department, GreenHouse17, and The Children's Advocacy Center of the Bluegrass for coordinated efforts to decrease gaps in services by: providing an advocate during police interviews (6 interviews) and facilitating counseling and advocacy referrals across agencies (6 referrals from partner agencies for BRCC counseling and/or psycho-educational groups). **Long-Term Program Goals:** To provide diverse therapeutic and advocacy service options to all individuals impacted by sexual violence, while engaging community partners to enhance the overall quality of the service delivery system.

ACTIVITIES	OUTPUTS	OUTCOMES
<p>a) Provide long-term individual psychotherapy to victims of sexual violence using EMDR protocols.</p> <p>b) Provide EASTT group sessions.</p> <p>c) Provide individual EASTT sessions.</p>	<p>a) An average of 20 sessions will be provided to at least 25 therapy clients.</p> <p>b) 6, 3-hour sessions will be provided to at least 10 clients.</p> <p>c) 70, 60-minute sessions will be provided to at least 10 therapy clients.</p> <p>d) At least 2, 4-6 week, psycho-educational groups will be provided to at least 20 individuals.</p> <p>e) At least 6 client/law enforcement interviews will be attended by BRCC staff advocates.</p>	<p>a) Clients will show a decrease in traumatic symptoms and an increase in individual, interpersonal and social functioning.</p> <p>b) Clients will show an increase in trauma symptom management skills.</p> <p>c) Clients will show a decrease in traumatic symptoms and an increase in individual, interpersonal and social functioning.</p> <p>d) Groups members will show an increase in knowledge of trauma symptoms, be able to identify positive/healthy coping strategies, and be able to identify system of support.</p> <p>e) Clients will show an increase in service seeking behavior following advocate accompanied interview.</p>
<p>d) Provide psycho-educational groups, incorporating alternative healing and/or therapeutic art to the community.</p> <p>e) Provide improved quality response to victim forensic interviews.</p>		

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
<p>a) --80% of therapy clients will show a decrease in traumatic symptoms. --80% of therapy clients will show an increase in individual, interpersonal and social functioning.</p> <p>b) 80% of EASTT group participants will have increased scores.</p> <p>c) --80% of individual EASTT participants will show a decrease in traumatic symptoms. --80% of therapy clients will show an increase in individual, interpersonal and social functioning.</p> <p>d) 75% of psycho-educational group participants will be able to identify 3 trauma symptoms, 2 positive/healthy coping strategies and 1 person/resource as a means of support.</p> <p>e) 50% of clients who have an advocate present during the law enforcement interview will seek further services from BRCC.</p>	<p>a) --Trauma Symptom Inventory-2 (TSI-2) measuring trauma symptoms --Outcomes Rating Scale (ORS) measuring individual, interpersonal and social functioning</p> <p>b) EASTT Group pre and post tests</p> <p>c) --Trauma Symptom Inventory-2 (TSI-2) measuring trauma symptoms --Outcomes Rating Scale (ORS) measuring individual, interpersonal and social functioning</p> <p>d) Group Pre and Post Surveys</p> <p>e) Client Intake Information Tracking</p>	<p>a) Simple</p> <p>b) Simple</p> <p>c) Simple</p> <p>d) Simple</p> <p>e) Simple</p>	<p>a) --TSI-2 is given at beginning of first session, every six months, and at discharge. --ORS is given at</p> <p>b) Pre-test administered at beginning of first group session and Post-test administered at termination of final (6th) session</p> <p>c) --TSI-2 is given at beginning of first session, every six months, and at discharge. --ORS is given at</p> <p>d) Group participants will be surveyed before the first group session and at the end of the last group session.</p> <p>e) Information will be tracked from client intake to determine further services provided.</p>