

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 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, 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 **Twenty Four Thousand Eight Hundred Seventy Dollars (\$24,870.00)** 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 TECHNOLOGY 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 Technology Center

Program Name: Coordinating and Assisting Reutilization of Assistive Technology (CARAT)

LFUCG Partner Agency Program Funding: \$24,870

Program Summary: Coordinating and Assisting Reutilization of Assistive Technology creates a central point of access to information and entry to local, state and national reutilization systems for efficient utilization and shared resource management benefiting people in need of Assistive Technology/specialized medical equipment who cannot afford them. CARAT identifies and establishes Linking Partners to help connect those in need with those who have. CARAT works to develop a no/low cost transportation system to move and distribute items. To meet growing needs, CARAT evaluates donated items, refurbishes them and prepares them for distribution. CARAT provides an opportunity to reduce landfill waste and health care costs by reutilizing equipment. CARAT provides opportunities for volunteers, especially residents living in poverty, to develop vocational oriented skills while performing community service or participating in vocational training activities. CARAT provides pre-service university students and Summer Youth Employment participants with "hands-on" experiences with specialized devices, enabling them to be better prepared for their careers and relationships with individuals with a wide variety of disAbilities.

Long-Term Program Goals: Over the next three years CARAT will implement strategies to create/expand a cohesive central point of access to numerous resources relating to Assistive Technology/Durable Medical Equipment needs of individuals unable to afford them. The Center's broad objective is to improve the quality of life of individuals with disAbilities. CARAT's role is to promote and facilitate efficient utilization and shared resource management to provide AT devices to those in need, regardless of type or length of their disability. CARAT's beginning steps are establishing a solid network and transport system and increase the number of items available for distribution. Next, our focus is creating and holding specialized collection events to promote awareness and bring in more items for refurbishing. An additional more long term goal is to grow a wheelchair refurbishing component and expand vocational-oriented training opportunities to address the Silver Tsunami-our rapidly growing aging population. To assist goals that require lengthier time periods, BTC is actively collaborating with University of Kentucky, Appalachian Regional Hospital network, Cardinal Hill Rehabilitation Hospital and Office of Vocational Rehabilitation to submit multiple, collaborative grant requests in response to federal and foundation RFPs. The first request was submitted late November. A second request under development is substantive in its scope and its number and levels of collaboration by well-established rehab entities. CARAT is just one of the vital components to it's overall mission of meeting rural health care needs of individuals with neuro-rehab needs (Spinal Cord Injuries, Stroke, Traumatic Brain Injuries), improve quality of life and work to reduce costs.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
<p>Disadvantaged Participants in need of specialized equipment. Eager Donors in need of disposing of equipment for medical care/rehabilitation.</p>	<p>Expand CARAT framework & administrative processes; promote/recruit Linking Partners & Transportation Networks; Coordinate volunteers/students; Promote CARAT activities. Promote point of entry for donors & recipients of necessary medical equipment to meet medical care/rehabilitation needs.</p>	<p>352 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>Resourceful Linking Partners & others interested in redistributing equipment and avoiding landfill waste. Dedicated Volunteers including community members, businesses, university students, welfare to work program recipients, Voc Rehab clients and area High School students including up to 10 Summer Youth Employment program participants.</p>	<p>Establish additional Linking Partners, categorically within three levels of participation and Collaborators. Refine survey and distribute. Identify & Establish Transport Network to move items from those who have to those in need. Support Advisory Council, Advocacy & Outreach activities.</p>	<p>Establish at least 10 Linking Partner relationships with Fayette County agencies/organizations.</p>	<p>Recipients utilize devices to maintain and/or improve functional capacities.</p>

<p>Highly Qualified Staff & Members of Board of Directors: BTC Staff members average 18 years of experience each, combined total of over 75years! All are nationally recognized for their expertise in the area of AT and have presented internationally. Board members represent consumers, professionals and interested community members, all bringing gifts & talents to further CARAT.</p>	<p>Acquire donations thru outreach activities. Develop/Renew 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 at least 150 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>
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<p>Spacious Facilities; BTC just relocated to 8,000 sqft of space near UK, Central Baptist & Cardinal Hill, with 3 large spacious areas for refurb operations, multipurpose room/kitchen, spacious training lab & 2 mini-computer labs as well as rooms to house our extensive collection of AT devices & Lending Library programs.</p> <p>Extensive Equipment: BTC offers extensive Lending Library programs with a wide variety of AT to fill short term needs, demo and trial purposes. Additionally, the Center has a large collection of software applications, computers and peripheal devices to support CARAT.</p>	<p>Evaluate, Refurbish & Prepare items for distribution. Provide training/host meetings with Linking Partners. Survey donors, participants & Linking Partners. Adjust as needed. Formalize University Internship Training Program and Volunteer Recruitment, Retainment & Recognition.</p>	<p>Distribute at least 75 items to Fayette County residents in need.</p>	<p>Volunteers/PreService Students/Vocational Training Participants experience a rewarding and mutually beneficial service (skill building, field placement, talent sharing) opportunity.</p>
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<p>Creative Collaborators; Representatives of Medical Community (physicians, nurses), Rehab Providers (counselors, physical/occupational therapists, rehab engineers), End of Life Providers (Hospices), Community Thrifts (Goodwill, Lexington Rescue Mission), Religious Communities (multiple churches), Disability Community members & support agencies (MDA, ALS), and others providing reuse services in nearby states (GA, VA).</p> <p>Incredible In-Kind Contributions:BTC Staff & Board are highly experienced and successful at seeking, gathering & leveraging In-Kind contributions to support BTC programming. For 20+ years it has been the glue that binds our operations! We are continually blessed by our community, vendors & interested parties. Fabulous Funders: UWBG, KATS Network, BTC General Funds, The Honorable Order of KY Colonels & others to be determined.</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.</p> <p>Evaluate CARAT operations.</p>	<p>Overall, CARAT will strive to provide health-care savings of at least \$72,800 (value of devices received).</p>	<p>Overall, CARAT will strive to provide health-care savings of at least \$72,800 (value of devices received).</p>
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INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
38 of 68, 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.	Hard copy upon occurrence. Data input weekly. Analysis performed monthly/quarterly.
44 or 85% of Fayette County recipients report using device obtained via CARAT three months after receiving device.	Follow up survey/Staff interview/Staff observations.	Plan to survey every participant.	Approximately three months after equipment acquisition.
44 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.	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.
35 or 85% of Fayette County community service volunteers/Preservice 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.	Hard copy upon occurrence. Data input monthly. Analysis performed monthly/quarterly.