

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, **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, 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 **Fifteen Thousand Dollars (\$15,000.00)** 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 2012 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. 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

YMCA OF CENTRAL KENTUCKY

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:** YMCA of Central Kentucky

**Program Name:** LIVESTRONG at the YMCA

**LFUCG Partner Agency Program Funding:** \$15,000

**Program Summary:** LIVESTRONG at the YMCA is a 12-week, small group program designed for adult cancer survivors. This program fulfills the important need of supporting the increasing number of cancer survivors who find themselves in the transitional period between completing their cancer treatment and the shift to feeling physically and emotionally strong enough to attempt to return to their normal life or their "new normal." The program is conducted outside of medical facilities to emphasize that LIVESTRONG at the YMCA is about health, not disease. Certified LIVESTRONG at the YMCA coaches work with each participant to fit the program to their individual needs. The instructors are trained in the elements of cancer, post rehab exercise and supportive cancer care.

**Long-Term Program Goals:** The goal of the program is to help participants 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. In addition to the physical benefits, the program provides participants a supportive environment and a feeling of community with their fellow survivors, YMCA staff and members.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Program space (meeting room, fitness center, pool)	Conducting classes, appropriate apparatus for participant exercise plans, safe facilities to engage in program activities.	Provide space for approximately 9 LIVESTRONG at the YMCA program sessions association-wide.	<ul style="list-style-type: none"> <li>-Participants will experience a 15% gain in strength and muscular endurance.</li> <li>- Participants will experience a 20% gain in sub-maximal cardiovascular capacity.</li> <li>-An average of 70% of participants will continue membership with the YMCA after the 12-week session concludes.</li> </ul>
Project Manager	Serves as liaison between the YMCA of the USA and YMCA of Central Kentucky. Oversees the general operation of the LIVESTRONG at the YMCA program.	Allocates approximately 20% of weekly work hours to maintenance, support, and development of the LIVESTRONG at the YMCA program.	<ul style="list-style-type: none"> <li>-LIVESTRONG at the YMCA programming will be offered at at least 3 of the YMCA of Central Kentucky branches.</li> <li>-Project Manager will attend at least one (1) continuing education event offered through the YMCA of the USA and/or the LIVESTRONG Foundation.</li> <li>-Project Manager will give a minimum of three (3) LIVESTRONG at the YMCA presentations to perspective community partners.</li> </ul>

Branch Program Coordinators	Coordinate all branch-level operations for the LIVESTRONG program including staffing, logistics, scheduling, and program registration.	Provides on-going management to approximately 15 certified LIVESTRONG coaching staff association-wide.	<ul style="list-style-type: none"> <li>-Program Coordinators will attend at least one (1) continuing education event offered through the YMCA of the USA and/or the LIVESTRONG Foundation.</li> <li>-Program Coordinators will host at least one (1) special event(s) to promote/celebrate LIVESTRONG at the YMCA.</li> <li>-Maintain an average class size will be a minimum of 75% capacity.</li> </ul>
Certified LIVESTRONG coaching staff	Conduct all LIVESTRONG at the YMCA classes and work hands on with the participants.	Serve approximately 120 cancer patients/survivors annually through weekly class instruction with the LIVESTRONG at the YMCA program.	<ul style="list-style-type: none"> <li>-LIVESTRONG coaches will attend at least one (1) continuing education event offered through the YMCA of the USA and/or the LIVESTRONG Foundation.</li> <li>-All coaches will spend a minimum of 2 hours per week preparing individual exercise programs and communicating one-on-one with participants.</li> <li>-Coaches will assist with at least two (2) LIVESTONG workshops for each class session.</li> </ul>
LIVESTRONG printed program materials (guidebooks, cancer education literature, etc)	All LIVESTRONG participants are provided (free of charge) with the LIVESTRONG Foundation Living with Cancer Guidebook series, and other participant-specific LIVESTRONG educational literature.	Approximately 120 Living with Cancer Guidebooks and printed materials distributed to program participants annually.	<ul style="list-style-type: none"> <li>- Each participant will receive a LIVESTRONG Foundation guidebook.</li> <li>-Each participant will receive a LIVESTRONG Foundation journal.</li> <li>-Each participant will receive a lifestyle-specific educational literature package upon completing their intake interview.</li> </ul>

<b>INDICATOR</b>	<b>MEASUREMENT TOOL/APPROACH</b>	<b>SAMPLING STRATEGY &amp; SIZE</b>	<b>FREQUENCY &amp; SCHEDULE OF DATA COLLECTION</b>
Participants will experience a 15% increase in muscular strength and muscular endurance	Pre/post testing	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	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	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