

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 11th day of July, 2017, 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, **VISUALLY IMPAIRED PRESCHOOL SERVICES (VIPS)** with offices located at 350 Henry Clay Boulevard, Lexington, Kentucky 40502, (hereinafter "Organization").

WITNESSETH

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, 2017**, and continuing for a period of two (2) years 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 **One Hundred and Twenty-Seven Thousand Eight Hundred Eighty and 00/100 Dollars (\$127,880)** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference as Exhibit A, one-eighth (1/8th) of which shall be payable in August 2017 or shortly thereafter upon receipt of an invoice, with one-eighth (1/8th) payable each quarter thereafter upon submission of a quarterly invoice and a detailed quarterly program report. **Quarterly invoices and detailed program reports shall be submitted by October 16th, 2017, January 15th, 2018, April**

16th, 2018, July 15th, 2018, October 15th, 2018, January 14th, 2019, and April 15th, 2019.

A two-year-end program report shall be submitted by July 15th, 2019. 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 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

5. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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, 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.

11. 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.

12. This instrument, and the Addendum 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.

13. 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.

14. 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: Chris Ford, 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

VISUALLY IMPAIRED PRESCHOOL
SERVICES (VIPS)

BY: _____
Jim Gray, Mayor

BY: _____

Title: _____

ATTEST:

Clerk of the Urban
County Council

Addendum

Agency: Visually Impaired Preschool Services (VIPS)

Priority Area: Childhood & Youth Development

Program Name: Early Childhood Intervention, Little Learners Enrichment, & Early Preschool

LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding: \$127,880 (\$63,940 per FY)

Program Summary: Since 1990 VIPS has been the only agency in Fayette County offering developmental and educational services to children, birth to 5, who are blind and visually impaired. Through the Early Childhood Intervention, Little Learners Enrichment, and Early Preschool programs children who are blind or visually impaired have learned the skills needed to be prepared to enter preschool or kindergarten alongside their sighted peers. Each of these programs is crucial in laying the foundation for educational success as children, and independent living as adults.

Desired Outcomes for Clients: The Early Childhood Intervention Program assists children, birth to 3, with reaching their individualized developmental milestones. Each child will have their own specific set of goals that may be inclusive of one or all areas of development such as cognitive, social, emotional, communication, self-help, and both fine and gross motor skills. An example of a cognitive goal may be for a child between 1 and 2 years old to be able to demonstrate the concept of up/down by moving him/herself or an object (i.e. "hold your hand up high" or "put the spoon down").

The center-based Little Learners Enrichment Program also strives to help children achieve developmental milestones in addition to assisting in the transition from home to the classroom. For example, a 2-3 year old child should be able to demonstrate simple problem-solving, find/touch big/little objects on request, follow directions involving personal pronouns, play with 2-3 peers, walk up and down stairs alternating feet, and identify objects by sound.

The Early Preschool Program is designed to assist children with visual impairments in achieving academic success and being prepared to enter kindergarten alongside their sighted peers. This unique program allows children to fully participate in classroom activities while addressing their visual needs. A goal example may be teaching a child pre-braille skills in order to read and write.

VIPS believes the caregiver is the first educator of his/her child. By teaching and supporting caregivers VIPS is providing the tools needed to help each child reach his/her developmental and educational goals.

For LFUCG Agreement Addendum and Quarterly Reporting purposes, describe below how you will ensure clients' needs are met or goals are achieved Please summarize based on your previous answers to questions above referenced in each column.

# of Clients to be Served per year	Desired outcome for client (from Question 5.1a.2)	Service or activities to achieve goal (from Question 5.1a.3)	Unit of service, frequency, length (from Question 5.1a.3)	Measure of effectiveness (from Question 5.1b.1)	Sampling size and frequency (from Question 5.1b.3)
20	A child to make "Good to Average" or "Significant" progress toward goals on his/her IFSP in the Early Childhood Intervention Program.	1:1 by TVI or DI in the child's home; TVI/DI to model techniques to caregivers; adaptations may be made in natural environment; educational materials for caregivers; and support to caregivers while advocating for child.	Typically one hour per week	75-85% of children in the program will have made good to average, or significant progress toward their IFSP goals within a 6 month time frame.	Size is determined by actual number of children participating in the program. The program will be evaluated twice a year.
6	A child to make "Good to Average" or "Significant" progress toward goals outlined by the caregivers and teacher in the Little Learners Enrichment Program.	Developmentally appropriate activities in the classroom; Pre-literacy activities	3 hours per day, 2 days per week.	4 of the 6 (or 66%) of children in the program will have made good to average, or significant progress toward their goals within a 6 month time frame.	Size is determined by actual number of children participating in the program. The program will be evaluated twice a year.
1	A child to fully participate in classroom activities in the Early Preschool Program.	Standard preschool curriculum; adaptations to the classroom as warranted; vision specific academics; Expanded Core Curriculum.	3 hours per day, 2-3 days per week.	Child will finish the program.	Size is determined by actual number of children participating in the program. The program will be evaluated twice a year.