

## PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2016, 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, **Children's Advocacy Center of the Bluegrass** with offices located at 162 North Ashland Ave, 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, 2016**, 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 **Fifty-Six Thousand, Five Hundred Dollars (\$56,500)** 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 2016 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 14<sup>th</sup>, 2016, January 13<sup>th</sup>, 2017 and April 14<sup>th</sup>, 2017. A year-end**

**program report shall be submitted by July 14<sup>th</sup>, 2017.** 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CHILDREN'S ADVOCACY CENTER OF  
THE BLUEGRASS

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:** Children's Advocacy Center of the Bluegrass

**Program Name:** Medical Clinic

**LFUCG Extended Social Resource Grant Program FY17 Funding:** \$26,500

**Program Summary:** Our Medical Clinic examinations take place in our fresh, brightly colored, and non-threatening clinic, a place that is the antithesis of an emergency room. All exams are conducted by a board-certified child abuse pediatrician, the only one in our area. Exams are conducted to identify and treat injuries, collect forensic evidence, and screen for pregnancy, STI, etc. In addition to the child sexual abuse medical exam, our physician performs a head-to-toe, well-child physical to screen for other medical conditions and a mental health screening is performed to assess each child's emotional well-being. Each child receiving an examination leaves with a handmade blanket and stuffed animal. Above all, we find that medical exams provide reassurance and peace of mind to children and their families. Our target audience are sexually abused children from Fayette County whose abuse necessitates a medical exam.

Our program goals are to collect evidence of abuse, identify and treat injuries, and address medical concerns of the child or their caregivers. We also seek to educate and reassure children, and their loved ones, that a full physical recovery from their abuse is very likely.

**Long-Term Program Goals:**

- Reduce the trauma experienced by sexually abused children
- Improve the physical and emotional health of sexually abused children throughout Fayette County by collecting the evidence of abuse and identifying and treating the injuries resulting from that abuse.
- Promote a collaborative community approach to recognizing, investigating, and prosecuting cases of child sexual abuse.
- Improve the quality of life for children in Fayette County by bringing child sexual predators to justice and keeping them away from our most vulnerable citizens

ACTIVITIES	OUTPUTS	OUTCOMES
Medical Examinations	The program will provide comprehensive medical examinations to at least 65 Fayette County children each year	Staff will collect evidence of sexual abuse & diagnose and treat any injuries resulting from that abuse. A full well-child exam and mental health screening will also be conducted.
Family Consultations	Each year, 55 caregivers will receive a private consultation with the physician about the evidence of abuse as well as their child's injuries, treatment, and ongoing mental health needs.	All caregivers will receive consultation and written reports about their child's physical exam, emotional well-being, and follow-up treatment recommendations for physical and mental health.
Multi-Disciplinary Team (MDT) Meetings	A summary of the evidence collected from each case will be presented to the Multi-Disciplinary Team at the team's weekly meetings	Medical evidence, a physician's report, and follow-up information will be shared between law enforcement, social services, and prosecution staff weekly at the Center.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
100% of referred children will receive a medical exam. All necessary evidence will be collected and all injuries will be diagnosed and treated as applicable.	client files	simple	files are reviewed weekly
95% of caregivers will receive a private consultation. A report of evidence, injuries, treatments, and an evaluation of their child's mental wellness will be presented	client files	simple	files are reviewed weekly
100% of medical cases will be reviewed with the MDT	A weekly summary of cases reviewed by the MDT will be maintained	simple	Cases reviewed each week will be documented



# Addendum

**Agency:** Children's Advocacy Center of the Bluegrass

**Program Name:** Victims' Assistance

**LFUCG Extended Social Resource Grant Program FY17 Funding:** \$30,000

**Program Summary:** Victims' Assistance encompasses our Family Advocacy Program and our Therapy Program. Family advocates provide a broad array of support services designed to help families understand the dynamics of abuse and navigate the legal process. This includes crisis counseling, support groups, and case management services. Our family advocates work closely with caregivers to ensure our services meet every family's unique needs. Our family advocate provides over 250 individual counseling sessions, and fields over 100 crisis calls from Fayette County annually. Research indicates the number one factor in ensuring a child will never be abused again is having supportive, engaged caregivers. Our goal is to ensure that families are linked with vital resources, and able to successfully navigate the legal process so they can be fully engaged in their child's recovery from the trauma of sexual abuse.

Our Therapy Program utilizes trauma-focused counseling to promote emotional healing after abuse. We offer individual, group, and family therapy to anyone who feels they need our services after experiencing sexual abuse. All services at the Children's Advocacy Center are provided at no cost to a child's family. Our program goals are to increase coping skills, process and heal traumatic thoughts, and improve capacity for safety. Ultimately, our therapy program's aim is to reduce the recurrence of abuse and allow children grow into the happy, healthy, productive adults they were meant to be. Each year, more than 80 child victims of sexual abuse from Fayette County receive individual, group, or family counseling.

**Long-Term Program Goals:**

- Reduce the trauma experienced by sexually abused children
- Improve the physical and emotional health of sexually abused children throughout Fayette County by collecting the evidence of abuse and identifying and treating the injuries resulting from that abuse.
- Promote a collaborative community approach to recognizing, investigating, and prosecuting cases of child sexual abuse.
- Improve the quality of life for children in Fayette County by bringing child sexual predators to justice and keeping them away from our most vulnerable citizens

ACTIVITIES	OUTPUTS	OUTCOMES
Family Advocacy	At least 220 children and 200 caregivers will receive crisis support and advocacy services annually.	Caregivers will have a consultation with the Family Advocate who will explain the CAC services, legal proceedings, counseling/therapy services available and link the family to any necessary social services. This will
Therapy	At least 80 children from Fayette County will receive therapy each year.	Children will develop new skills and strategies for coping with sexual abuse, decreasing anxiety and managing stress. Additionally, caregivers will receive information about their child's experience and additional protective
Individual Therapy	The CAC will conduct at least 400 individual therapy sessions each year.	Each therapy client from Fayette County will receive between six and 12 individual sessions depending on that client's specific needs
Mental Health Screenings	The CAC will conduct 65 mental health screenings for Fayette County residents during exams in our medical clinic	A full mental health screening will take place during each medical examination conducted at the Children's Advocacy Center. This will help provide a complete picture of a child's overall well being and determine all necessary
Crisis Line Services	Trained CAC staff members will field at least 120 crisis calls annually, linking families to vital community resources.	Caregivers of vulnerable children will receive support, information and referrals for various community resources and guidance on reporting child abuse and neglect.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
95% of caregivers will receive a thorough family consultation to identify current resource needs.	Statistics will be collected from the Center's database	all	Reports on the numbers of interviews will be run on the last business day of each month.
At least 70% of clients will report improvement of mental health symptoms from pre-test to post-test after completing treatment at the Center.	Child Behaviors Checklist	all	Pre and Post-test results will be compared quarterly.
An individually tailored treatment plan will be designed for 100% of therapy clients	Client case files	all	Client case files will be reviewed quarterly.
100% of clients undergoing a medical examination will receive a mental health screening	Client case files	all	Client case files will be reviewed quarterly.
85% of crisis line callers will indicate that they have the information/referrals they need to move forward.	Crisis line contact sheet	all	Crisis line contact sheets will be compiled and reviewed quarterly.

