

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, **CHILDREN'S ADVOCACY CENTER OF THE BLUEGRASS, INC.** with offices located at 162 North Ashland Avenue, Lexington, Kentucky 40502, (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 **Thirty Five Thousand Dollars (\$35,000.00)** 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 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:

Children's Advocacy Center of the Bluegrass  
162 N. Ashland Ave.  
Lexington, Ky 40502

Attn: Andrew Oliver

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

CHILDREN'S ADVOCACY CENTER OF  
THE BLUEGRASS, INC.

BY:   
Jim Gray, Mayor

BY:   
Title: Executive Director

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:** Family Services and Community Engagement

**LFUCG Partner Agency Program Funding:** \$35,000

**Program Summary:** The Children's Advocacy Center is a child-friendly facility, specially equipped to provide all services a child needs during a criminal investigation of child abuse. CACBG provides Forensic Interviews and Medical Examinations, Trauma-focused Therapy services, Advocacy/Case Management support for families, as well as Community Education and ongoing Collaboration with partners to improve the community's response to child sexual abuse. Goal: To reduce the trauma experienced by child victims of abuse and ensure a collaborative community response in investigating, prosecuting and treating these cases.

- A. 120 children will receive forensic interviews and 110 caregivers will receive advocacy support to meet basic needs and navigate the legal process.
- B. 30 children will receive medical examinations to diagnose/treat injuries and collect forensic evidence and 26 caregivers will receive consultation about the results of their child's exam and an explanation of their child's physical and mental health treatment needs.
- C. 40 child victims of sexual abuse will receive individual or family counseling. These interventions will serve to increase coping skills and reduce the occurrence of re-traumatization. At least 20 children will participate in counseling groups or safety skills sessions.
- D. Host 40 multidisciplinary team meetings to review criminal cases of child sexual abuse • Facilitate counseling/advocacy referrals across agencies (6 referrals from Bluegrass Rape Crisis Center and Greenhouse 17 for counseling or psycho-educational groups).
- E. Host 9 community education programs on recognizing and reporting child abuse/neglect and the CAC model.

**Long-Term Program Goals:** To improve the physical and emotional well-being of children throughout Fayette County by promoting a collaborative community approach to recognizing, investigating, and prosecuting cases of child sexual abuse.

ACTIVITIES	OUTPUTS	OUTCOMES
Forensic Interviews	The program will provide forensic interviews to more than 120 children residing in Fayette County. At least 110 caregivers will receive crisis support and advocacy services	Children suspected to be victims of abuse will be provided a safe space to disclose what has happened to them. Only one interview will typically be required because all interviews are recorded.
Medical Examinations	The program will provide comprehensive medical examinations and mental health assessments to 30 Fayette County children and education on the exam results to 26 caregivers.	The medical needs of children suspected to be victims of abuse will be met. The child friendly setting and specialist staff will ensure children's emotional and physical needs are met while all possible evidence is collected for the investigation and prosecution of child sexual abuse cases.
Individual, Group and Family Therapy	The program will provide trauma-focused individual, group and family therapy to more than 60 Fayette County children.	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 capacities to prevent future abuse.
Enhanced Community Collaboration	Host 40 multidisciplinary team meetings for professionals investigating child sexual abuse • Facilitate counseling and advocacy referrals across agencies (6 referrals from partner agencies to CAC for counseling or psycho-educational groups).	Case review and follow-up information will be shared between law enforcement, social services and prosecution staff weekly at the Center. Case communication will be continuous preventing loss of time or other information, holding team members accountable. Staff at all partner agencies will be informed of service provision, trends, and joint efforts to protect individuals and families.
Community Education	The program will host or facilitate at least 9 sessions of community education on topics ranging from child abuse prevention and mandated reporting to an overview of CAC services.	Training participants will have an increased understanding of the dynamics of sexual abuse, mandatory reporting laws and the Children's Advocacy Center model.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
100% of children seen for a forensic interview at the Center will receive services from a trained forensic interviewer in a child friendly setting.	Statistics will be collected from the Center's database (NCAtrak)	Simple	Reports on the numbers of interviews will be run on NCAtrak on the last business day of each month.
95% of medical exams conducted at CACBG will include a mental health screening that involves relevant recommendations regarding counseling needs.	Client files and NCA trak	Simple	Review of files to check for inclusion of mental health screening will happen quarterly. NCAtrak reports will be gathered monthly and reported on quarterly.
70% of clients will report improvement of mental health symptoms from pre-test to post-test after completing TF-CBT Treatment at the Center.	Child Behaviors Checklist	Simple	Pre and Post-test results will be compared quarterly.
The Center will see a 15% increase in the number of cases discussed at weekly MDT meetings. Inter-agency referrals for services will increase 20%.	Client files; MDT/Quarterly Inter-agency Case Review and Training Agendas	Simple	A review of the Center's case list will be compared monthly with the MDT agenda. The Community Partner referral list will be updated and reviewed monthly.
85% of participants will demonstrate an increased understanding of the dynamics of sexual abuse as indicated on a 5 pt. Likert scale.	Post training surveys using a Likert Scale	Simple	Surveys will be collected at the end of each training and results will be compiled quarterly.