

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, **PREVENT CHILD ABUSE KENTUCKY** with offices located at 801 Corporate Drive, Suite 120, 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 **Ten Thousand Seven Hundred Fifty Six Dollars (\$10,756.00)** 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

PREVENT CHILD ABUSE 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

Learning & Practice Institutes (Program 1 of 2 Funded)

Agency: Prevent Child Abuse Kentucky

Program Name: Learning and Practice Institutes

LFUCG Partner Agency Program Funding: \$7,956

Program Summary: PCAK will provide a minimum of 15 Learning and Practice Institutes. Each Institute will be 2.5 hours in length and will be presented to a variety of boards for continuing education approval. Institutes will serve 25 -30 participants and will focus on one of the following topics: Preventing Pediatric Abusive Head Trauma, Internet Safety, Preventing Child Sexual Abuse, Strengthening the Community through Engagement of Fathers, and Recognizing and Responding to Substance Abuse within Families and the Community. The combined PCAK Learning and Practice Institutes will serve an anticipated 400 participants for a total of 1,000 training hours to be provided. The impact of the program will reach hundreds more through service delivery by program participants.

Long-Term Program Goals:

1. Expand community capacity to prevent violence against children.
2. Expand community capacity to promote positive youth development.
3. Expand community capacity to meet the mental health and substance abuse treatment needs of adults and youth.
4. Expand community capacity to meet the basic human needs of Lexington adults and children.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Program development and coordination, Program materials , Program space to conduct Institutes	Learning and Practice Institutes	15 Learning and Practice Institutes	By attending the preventing pediatric abusive head trauma, internet safety and preventing child sexual abuse Learning and Practice Institute, participants will increase their knowledge and skills regarding preventing violence.
Curriculum development and review, Program materials	Program evaluation	37.5 hours of group training	By attending the strengthening fatherhood and Internet Safety Learning and Practice Institutes, participants will increase their knowledge and skills regarding positive youth development.
Trainers, Program materials	Continuing education approval and credit	400 Institute participants receive 2.5 hours of training each for a total of 1,000 hours trained.	By attending the Child Maltreatment and Substance Abuse Learning and Practice Institute, participants will increase their ability to recognize, refer and appropriately respond to individuals and/or families struggling with substance abuse and other social problems.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
<p>80% of individuals participating in Preventing Pediatric Abusive Head Trauma, Internet Safety and Preventing Child Sexual Abuse Learning and Practice Institutes will report an increase in knowledge and skills regarding preventing violence.</p> <p>80% of individuals participating in Strengthening Fatherhood and Internet Safety Learning and Practice Institutes will report an increase in knowledge and skills regarding positive youth development.</p> <p>80% of individuals participating in Recognizing, Responding and Referring to Substance Abuse Learning and Practice Institutes will report an increase in ability to recognize, refer and appropriately respond to substance abuse among individuals and within families who may also be experiencing other social problems/issues.</p>	<p>Data will be collected from participants in the Learning and Practice Institute via an evaluation tool provided at the end of each Institute. This evaluation tool will allow each Institute to be assessed individually based upon unique learning objectives. The evaluation tool will also allow for assessment of all Institutes together, providing a measure of the overall impact of the project as a whole. Upon conclusion of each offering, data will be analyzed and all lessons learned will drive improvements for subsequent sessions.</p> <p>An additional follow up evaluation will be provided via an online survey system to assess participant’s ability to transfer knowledge into practice. The impact of the Learning and Practice Institutes on service delivery to children and families will be assessed through analysis of all collected data. The data will then be used to drive future PCAK decision-making regarding expansion of the Learning and Practice Institute Project. Additionally, evaluation results will be shared with LFUCG to be utilized as appropriate.</p>	<p>All participants will be encouraged to participate in all phases of the evaluation process.</p>	<p>All participants will be encouraged to complete an evaluation while onsite at the Learning and Practice Institute.</p>

Addendum

Kids Are Worth It! Conference (Program 2 of 2 Funded)

Agency: Prevent Child Abuse Kentucky

Program Name: Kids Are Worth It! Conference

LFUCG Partner Agency Program Funding: \$2,800

Program Summary: PCAK will deliver the 16th annual KAWI Conference in Lexington, KY on September 10-11, 2012. Thirty-five individuals (identified by LFUCG) will be selected to attend the conference with hundreds of other individuals from across the state. The conference will offer the opportunity for participants to attend three plenary sessions and choose six from a selection of at least 30 workshops. Topics will include subject matter relevant to the LFUCG priority need areas, including, services to senior citizens (grandparents raising grandchildren), mental health, substance abuse, positive youth development, violence prevention, public health and the provision of basic human needs. Additional workshop topics will include child sexual abuse, domestic violence, child neglect and more. Participants will be afforded opportunities to network with colleagues from a variety of disciplines and share effective strategies to prevent violence in local communities. Conference participants will gain knowledge and skills which will assist in identifying, preventing, and combating serious social issues and will also be given information and tools to build upon community strengths and provide positive outcomes for residents.

Long-Term Program Goals:

- Enhance community capacity to prevent violence through increased ability to identify at-risk families.
- Enhance community capacity to provide supports necessary to reduce factors contributing to child maltreatment, such as substance abuse, domestic violence, criminal behavior, etc.
- Expand community capacity to promote positive youth development through increased supports for families in crisis.
- Enhance community collaborations to enhance a seamless service delivery system.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Program Development and coordination	16th annual Kids Are Worth It! Conference	Three plenary sessions	Participants will learn a new skill they are able to utilize in their daily work.
Local, state and national presenters	Program evaluation	Six workshops from a selection of 30 choices	Participants will learn of a new community resource or collaborative partnership which can be utilized to enhance support to at risk families.
Program venue and logistics	Continuing education approval and credit	Thirty-five individuals receive a minimum of 12 hours training	Participants will be better equipped to identify families at risk for child maltreatment.
Evaluation		420 total training hours for LFUCG selected participants	

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
<p>85% of participants will report learning a new skill they are able to utilize in their daily work.</p> <p>85% of participants will report learning of a new community resource or collaborative partnership which can be utilized to enhance support to at risk families.</p> <p>85% of participants will report being better equipped to identify families at risk for child maltreatment.</p>	<p>PCAK utilizes a multi-pronged approach to data collection for the conference. Demographic data will be collected through the registration process, onsite, and via a post-conference online survey. Data will be collected onsite at the conference during each workshop to assess various aspects of workshop delivery, including participant satisfaction, presenter effectiveness and new knowledge being gained by attendees. During the final workshop of day two, participants will be provided additional survey questions developed to assess the conference as a whole. Approximately 90 days after the conference, a follow up survey will be sent to participants assessing applicability of knowledge gained through attending the conference to the daily practice of attendees. Results from Fayette County participants will be isolated to ensure the identified Project Outcomes and Indicators have been met.</p> <p>Data will be analyzed and used to drive PCAK decision-making for following years including considerations such as quality improvement, cost-effectiveness, multidisciplinary representation and workshop topics.</p>	<p>All participants will be expected to complete a workshop evaluation while onsite at the conference. Additionally, all participants will be asked to actively participate in all aspects of the evaluation process. An email invitation with a link to an online survey will be sent to all participants approximately 90 days after the conference. Due to anti-spamming laws, participants will have the option to “opt out” of participating in the online survey; however all will be encouraged to participate.</p>	<p>Participants will be provided a workshop evaluation onsite upon the conclusion of each workshop.</p> <p>Participants will be provided an overall conference evaluation onsite upon the conclusion of the final workshop of the conference.</p> <p>Participants will be invited to participate in a follow up survey approximately 90 days after the conclusion of the conference.</p>