

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____ 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services (hereinafter "Sponsor"), and KVC Behavioral Healthcare Kentucky, Inc. with offices located 2250 Thunderstick Dr, Suite 1104, Lexington, KY 40505 ("Organization").

W I T N E S S E T H

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** LFUCG hereby retains Organization for the period beginning on July 1, 2026, and continuing for a period of two (2) years from that date unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" - RFP #18-2026
 - b. Exhibit "B" - Organization's Response to RFP #18-2026

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A" and "B" in that order.

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibits for LFUCG in a timely, workmanlike and professional manner (the "Services"). Organization shall perform the Services faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Any alteration in the nature of such Services constitutes an amendment to this Agreement and must be in writing signed by both parties.

- 4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Forty-Three Thousand Dollars (\$43,000) for Fiscal Year 2027 and exceed Forty-Three Thousand Dollars (\$43,000) for Fiscal Year 2028 for the performance of the Services, one-fourth (1/4th) of which shall be payable upon receipt of the first invoice (for July through December 2026), with one-eighth (1/8th) payable each quarter thereafter upon submission of a quarterly invoice and a detailed program report as required pursuant to

Section 6(a) of this Agreement. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG.

a. The first invoice shall be received by LFUCG on or before August 31, 2026. Thereafter, quarterly invoices shall be submitted by January 22, 2027, April 23, 2027, July 23, 2027, October 22, 2027, January 21, 2028, and April 28, 2028.

b. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization, accompanied by data satisfactory to LFUCG to document the Services performed to date, per section 6(a) of this Agreement. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

c. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

- a. A detailed program report for July 2026 through December 2026 shall be submitted by January 22, 2027. Thereafter, quarterly detailed program reports shall be submitted by April 23, 2027, July 23, 2027, October 22, 2027, January 21, 2028, and April 28, 2028.
- b. A two-year-end program report shall be submitted by July 28, 2028.
- c. Reports shall reflect the services and programs directly related to the funding provided by LFUCG with emphasis on measurable outcomes, and specifically outlined in the funding application.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

- a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence) only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).
- b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap and (b) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted 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 made available to LFUCG upon request.

14. ANNUAL AUDIT. Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

20. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

KVC Behavioral Healthcare Kentucky, Inc.
2250 Thunderstick Drive, Suite 1104
Lexington, Kentucky 40505
Attn: Gina Klyachkin, President

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Kacy Allen-Bryant, Commissioner,
Department of Social Services

21. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington,
Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

KVC BEHAVIORAL HEALTHCARE
KENTUCKY, INC.

BY: _____

TITLE: _____

ATTEST:

WITNESS: _____

DATE: _____

Exhibit A



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **#18-2026 Mental Health – Extended Social Resources (ESR) Grant Program** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **April 30, 2026**. All forms and information requested in RFP #18-2026 must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her

contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Program Proposal & Design	
1.1 Needs Statement	15
1.2 Service Delivery Model	15
1.3 Client Eligibility & Requirements	5
1.4 Evidence-Based/Best Practice	10
	Subtotal 45
2. Program Measures & Evaluation	
2.1 Service Efficacy & Desired Outcomes	10
2.2 Client Empowerment & Community Impact	10
2.3 Data Assessment & Quality Improvement	10
	Subtotal 30
3. Capacity & Sustainability	
3.1 Staff Qualifications & Experience	5
3.2 Partnership & Resource Leverage	5
3.3 Outreach & Inclusion Strategy	15
	Subtotal 25
TOTAL	100

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided

during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Procurement, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, Gina Klyachkin, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Gina Klyachkin and he/she is the individual submitting the proposal or is the authorized representative of KVC Behavioral Healthcare Kentucky, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Gina Klyachkin on this the 27th day
of April, 2026.

My Commission expires: 12/16/2029



NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.


Signature

KVC Behavioral Health Care Kentucky, Inc.
Name of Business

KVC Kentucky Affirmative Action Plan

KVC Hiring and Interview Practices

KVC is diligent at maintaining interviewing and hiring practices that are fair, equitable, and strive to eliminate the opportunity for bias or discrimination to impact hiring decisions. Each KVC position has a standard set of interview questions, and hiring managers are trained to limit the conversations and interview questions to the official set in order to avoid bias. Each of these standard questions is scored from 1-5 by the interviewer regarding the fit for the position, and narrative notes are taken by the interviewer explaining the reasoning for the score. Furthermore, two interviewers at minimum are assigned to each interview so that consistency in scoring can be analyzed and bias can be detected. If there are inconsistent scores between interviewers, KVC adds another person and performs a second interview to arrive at consensus. KVC Human Resources professionals are involved throughout the interview process and interview notes and scoring are saved for future reference if needed.

Equal Employment Opportunity Statement

KVC is committed to the principles of equal employment for all employees and applicants. We are committed to complying with all applicable federal, state, and local laws providing equal employment opportunities and all other applicable employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, and/or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by applicable federal, state, and/or local laws. KVC is dedicated to the fulfillment of this policy regarding all aspects of employment, including, but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, other compensation, termination, and all other terms, conditions and privileges of employment. Any employee who feels they are the victim of discrimination has a responsibility to report this fact to his or her Supervisor or Human Resources. KVC will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in as impartial and confidential a manner as possible. Employees are required to participate in any investigation. KVC has a strong desire to protect witnesses from harassment, intimidation, and retaliation, to keep evidence from being destroyed, to

ensure that testimony is not fabricated, and to prevent a cover-up. KVC may decide in some circumstances that in order to achieve these objectives, it must maintain the investigation and KVC's role in the investigation in strict confidence. If KVC imposes such a requirement, any employee failing to maintain such confidentiality will be subject to disciplinary action, up to and including termination. A timely resolution of each complaint will be reached and communicated to the parties involved. KVC will take appropriate corrective action, up to and including termination, if and where warranted. KVC prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy. However, if an investigation of a complaint shows that the complaint or the information was false, any individual who knowingly provided the false information will be subject to disciplinary action, up to and including termination.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any member of management.

Disability Accommodation

KVC's policy on disability accommodation fully complies with the Americans with Disabilities Act ("ADA"), the Pregnancy Discrimination Act, and all other applicable federal, state, and local laws. KVC is committed to providing equal employment opportunities to all employees and applicants with disabilities—including disabilities related to pregnancy, childbirth, and related conditions—regardless of the individual's race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, pregnancy, genetic information, veteran status, military service, receipt of workers' compensation benefits, or any other status protected by applicable federal, state, or local law. Consistent with this treatment, KVC will provide reasonable accommodations to otherwise qualified employees or applicants with disabilities—including disabilities related to pregnancy, childbirth, and related conditions—to allow the individual to complete the application process and/or to perform the essential functions of their position, unless doing so would create an undue hardship on the business. Under the ADA, an individual with a disability is a person that: (1) has a physical or mental impairment that substantially limits one or more major life activities; or (2) has a record of such impairment; or (3) is regarded as having such an impairment. KVC will treat all employees and applicants with an ADA-covered disability—including disabilities related to pregnancy, childbirth, and related conditions—who request a reasonable accommodation, including, but not limited to, a leave of absence, modified duty, client/patient or unit reassignment, or work schedule changes, the same as other employees similar in their ability or inability to work regardless of their race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, pregnancy, genetic

information, veteran status, military service, receipt of workers' compensation benefits, or any other status protected by applicable federal, state, or local law.

KVC does not require employees to be capable of full-duty before allowing them to return from an approved leave of absence. KVC will provide reasonable accommodations to employees with disabilities who are not capable of full-duty but who can perform the essential functions of a job with reasonable accommodation, unless such accommodation would cause an undue hardship on KVC. It is the responsibility of KVC employees that require an accommodation because of their disability to notify their immediate supervisor and Human Resources of their need for the same. Applicants who require a reasonable accommodation may request the same by contacting Human Resources. After receiving the request, Human Resources will engage in an interactive dialogue with the requesting employee or applicant to determine the precise limitations of their disability and explore potential reasonable accommodations that could overcome those limitations, including, but not limited to, modified duty, client/patient or unit reassignment, job reassignment, work schedule changes, and, as a last resort, a leave of absence. As part of the interactive process, KVC may ask the requesting employee or applicant to provide relevant information such as:

- A description of the proposed accommodation
- The reason the employee or applicant needs an accommodation; and/or
- A description of how the accommodation will help the employee or applicant perform the essential functions of their position or complete the application process.

Where appropriate to determine whether the employee or applicant has a disability, and whether the disability requires accommodation, KVC may need an individual requesting an accommodation's permission to obtain information from their medical provider. All medical information received by KVC in connection with a request for accommodation will be treated as confidential. KVC encourages employees and applicants to suggest specific reasonable accommodations that they believe would allow them to complete the application process or to perform the essential functions of their position. However, KVC is not required to make the specific accommodation requested by an employee or applicant and may instead provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on KVC. KVC will consider and grant requests for unpaid leave in excess of what is guaranteed by the Family and Medical Leave Act as a reasonable accommodation, unless doing so would pose an undue hardship on KVC. If a leave of absence is provided as a reasonable accommodation, such leave may run concurrently with approved leave under the federal Family and Medical Leave Act and/or any other approved leave where permitted by applicable state and federal

law. KVC strictly prohibits discrimination or retaliation against any employee or applicant for requesting an accommodation. Employees violating the same may be subject to disciplinary action, up to and including termination. Nothing in this policy constitutes a contract or contractual obligation or a promise of specific treatment in a specific situation.

Religious Accommodation

KVC is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from KVC's Dress Code or the individual's schedule, basic job duties, or other aspects of employment. KVC will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. At no time will KVC question the validity of a person's belief. If you require a religious accommodation, speak with your Supervisor or Human Resources.

Accommodations for Nursing Mothers

KVC will provide nursing mothers reasonable break time to express milk for their infant child(ren) for up to one year following the child's birth. If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public. Expressed milk can be stored in company refrigerators. Please sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. Break time should, if possible, be taken concurrently with any other break time already provided. Please work with your Supervisor on the location and frequency appropriate for you and your comfort level. KVC's goal is to embrace you as a new mother and support you.

WORKFORCE ANALYSIS FORM

Name of Organization: KVC Behavioral Healthcare Kentucky, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiia n and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		America n Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2	1	1														
Professionals	195	13	140		8	3	14							1	4		
Superintendents	0																
Supervisors	35	4	25		1		3										
Foremen	0																
Technicians	0																
Protective Service	0																
Para-Professionals	0																
Office/Clerical	5		2				2										
Skilled Craft	0																
Service/Maintenance	0																
Total:	237	18	166		9	3	19							1	4		

Prepared by: Megan Nilson, HCM Administrator, HR Date: 04 / 28 / 2026

(Name and Title)

Revised 2015-Dec-15

Office/Clerical - 1 not specified

Supervisor - 1 not specified

Professionals - 12 not specified

Complete Address: 2250 Thunderstick Dr., Ste. 1104, Lexington, KY 40505

Street	City	Zip
2250 Thunderstick Dr., Ste. 1104	Lexington	KY 40505

Telephone Number: 856-559-2088 Fax Number: _____

Email address: gklyachkin@kvc.org

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

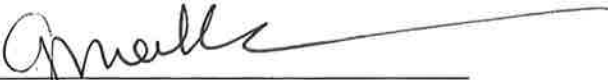
B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

04/27/24

Date



Lexington-Fayette Urban County Government
Request for Proposals

Extended Social Resources (ESR) Grant Program
Priority Area: Mental Health

Purpose

Each fiscal year the Mayor and Urban County Council allocate funds for use by selected 501(c)(3) non-profit partner agencies through the Department of Social Services' Extended Social Resource (ESR) Program. The Lexington-Fayette Urban County Government (hereinafter referred to as "LFUCG") has historically partnered with non-profit agencies for the purpose of providing priority social services to supplement and support the work of the Urban County Government. These agencies are diverse in their missions and work plans, and provide services to the most vulnerable populations in our community.

Eligibility

- Eligible Responders shall be a non-profit 501(c)3 organization with a physical presence in Lexington-Fayette County
- Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on [Candid.org](https://www.candid.org).
- ESR funds cannot be used to teach, advance, advocate or promote any religion
- Be located in and/or serve Fayette County residents with ESR funds in Fayette County
- Applying organization agrees to comply with all applicable local, state, and federal laws
- Agencies that are primarily affiliated with, or funded through, an educational institution (e.g., a public or private school or the Fayette County Board of Education) are not eligible to receive funds.

Instructions

Please follow the attached instructions and submit all required forms no later than the deadline indicated below:

Proposal Deadline – before 2:00 PM EST April 30th, 2026.
Proposals received after this deadline or incomplete proposals will not be considered.

1.0 **GENERAL INFORMATION & SCOPE**

1.1 **Background**

Each fiscal year the Mayor and Urban County Council allocate funds for use by selected 501(c)(3) non-profit partner agencies through the Department of Social Services' Extended Social Resource (ESR) Program.

This grant cycle shall cover Fiscal Years 2027 and 2028 (July 1, 2026 – June 30, 2027), and will award grants between the four Funding Priorities, which each have separate required Proposal Submittals and criteria, and awarded on an approximate scale, listed below.

Funding Priority Area: Mental Health

Projected funding is approximately \$663,800 of total ESR Grant Program Community Based Initiatives Award. This amount is subject to change upon Council ratification of the Fiscal Year 2027 Budget.

LFUCG seeks to strengthen and enhance Community Mental Health, by supporting programs and services addressing ***Mental Health***. LFUCG intends to award grants for priority-rated programs and services based on documentation of marginalized client populations and articulated individual and community outcomes. The program should utilize best practices and evidence-based models, including a Trauma Informed Care approach when engaging, assessing, intervening, and terminating services with underserved population groups.

2.0 **GENERAL PROVISIONS**

2.1 **Purpose**

The LFUCG is accepting applications from qualified non-governmental, non-profit agencies with current **501(c)3** tax exempt status and with a physical business or program site location in Fayette County (hereinafter, referred to as "Applicant") for ESR funding for FY2027 & 2028 (July 1, 2026 – June 30, 2028). This funding is intended to support agency **programs** which respond to the **funding priorities** established herein. **THIS FUNDING IS NOT INTENDED TO SUPPORT GENERAL AGENCY OPERATIONS, other than overhead required to support the subject program.**

2.2 **Funding Period**

The funding period is from July 1, 2026 through June 30, 2028.

2.3 **ESR Grant Informational Workshop**

The Department of Social Services conducted a meeting on March 25th, 2026 that provided potential proposers with an overview of the proposal and review process, instructions on completing the RFP, and presentation of funding priorities.

2.4 **Proposal Submission**

All Submissions must be uploaded to the LFUCG procurement website at <https://lexingtonky.ionwave.net> by **April 30th, 2026 before 2:00 PM EST**. The Submission shall include an enclosed form that shall contain the required documents, and respond to one or more established funding priorities.

Proposal submissions containing significant omissions of required information will be considered non-responsive and removed from the RFP funding process on the application deadline date (April 30th, 2026). Significant missing responses to questions constitute an incomplete application. The final decision regarding application completeness and penalties will be determined by the LFUCG Division of Procurement in consultation with the Commissioner of Social Services. **All proposals must be written**

in a clear and concise manner, as there will be no follow-up or clarifications to proposer's Proposal Submittal Form once the evaluation process begins.

Do not include additional documents or attachments with the Proposal Submittal Form, such as brochures or letters of support. These will be discarded.

If your agency is submitting a proposal for the funding of more than one program in a single priority area, please note that they must be included in a single Proposal Submittal completed and submitted for that priority area RFP. Only one Proposal Submittal per agency per priority area will be accepted. Agencies/Organizations may submit only ONE Proposal Submittal per proposed program in all priority areas.

Submitted Proposal shall be comprised of the attached PDF formatted Proposal Submittal form. This form must be submitted in the original PDF form, and NOT be a scanned version of the original form.

2.5 Acceptance/Rejection of Submissions

The LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omissions, contain unauthorized alteration of the Proposal Submittal form, or are incomplete.

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the Urban County Government's judgment, best serve the interests of Urban County Government.

In evaluating whether to ultimately award funding to an agency, the Lexington-Fayette Urban County Government may consider how much funding, if any, an agency has previously received from LFUCG during the same funding cycle, and reserves the right to not fund, or to reduce the amount of funding that an agency might otherwise receive, based upon such an evaluation.

All proposals must be written in a clear and concise manner, as there will be no follow-up or clarifications to proposer's Proposal Submittal Form once the evaluation process begins.

2.6 Inquiries/Questions

After thoroughly reading this Request for Proposals, Applicants must direct any questions to:

Todd Slatin, Director

Division of Procurement 200 E. Main Street, Lexington, KY 40507

E-mail: tslatin@lexingtonky.gov Phone: (859) 258-3320

Deadline for questions is April 16th, 2026 at 2:00 PM EST

3.0 FUNDING PROCESS

3.1 Timeline

This Request for Proposals is being released on **March 26th, 2026**, and is made available to the public and all potentially eligible applicants. **An informational and question and answer meeting will be held on Teams on Thursday, April 9th, 2026 at 3:00 PM EST**

[Click here to Join Technical Q&A Teams Meeting](#)

<https://bit.ly/3NIII1D>

Meeting ID: 284 982 946 534 95

Passcode: Et6JG6G9

This meeting will be open to the public and any potentially eligible applicants are invited to attend and ask questions or seek clarification regarding the RFP. Attendance is NOT required in order to submit a proposal and will not affect scoring during the evaluation process.

Completed proposals must be submitted **no later than 2:00 PM on Thursday, April 30th, 2026**, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation in April and May 2024 immediately following the proposal due date, with the intention to make funding announcements approximately in June, 2026. This timeline is subject to change without notice.

Successful applicants shall be contacted to negotiate a funding agreement with expectations that an award be in place for the funded programs to begin operations by July 1, 2026. No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.

3.2 Evaluation

Proposals will be evaluated by a neutral panel including LFUCG staff and third-party reviewers who have expertise in the field of human services. The feasibility and need in the community of the programming proposed will be assessed, and financial proposals will also be reviewed at this stage. If a proposal fails to meet the minimum criteria outlined in this RFP, it will be eliminated from further consideration. LFUCG reserves the right to reject any and all proposals. The scoring criteria are outlined in Section 5.0 Criteria.

Upon receipt of submittals, an initial review will take place to ensure that all submissions meet the minimum qualifications and requirements. Proposals shall be completed in all respects as required by this RFP. A Proposal may be rejected if it is incomplete, contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the information. A Proposal which contains false or misleading statements may be rejected. If, in the opinion of LFUCG, such information was intended to mislead LFUCG in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. The LFUCG also reserves the right to waive minor technicalities or irregularities in Proposals if such action is in LFUCG's best interest. Statements made by applicants shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

3.3 Reporting

The funded project will be required to submit regular progress reports demonstrating progress toward outcomes established in the proposal and associated funding agreement. Report formats will be determined by the Department of Social Services, as will due dates and submission process. Failure to submit complete reports on time will delay processing of grant payments and may affect the grantee's competitiveness for any future funding opportunities with LFUCG.

4.0 PROPOSAL FORMAT

Proposal Submittal Forms must be uploaded to <https://lexingtonky.ionwave.net> before the 2:00 PM EST April 30th, 2026 deadline. Late submissions will not be considered for funding.

5.0 SCORING CRITERIA/EVALUATION

Please see attached **Proposal Submittal form** to respond to the following; the **Proposal Submittal form** is the document that shall be completed with your responses and then uploaded as your RFP submittal. **You will need to save the PDF formatted Proposal Submittal form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.**

ESR Grant Program RFP Criteria

	<u>Points</u>
5.1 Program Proposal & Design	
5.1.1 Needs Statement	15
5.1.2 Service Delivery Model	15
5.1.3 Client Eligibility & Requirements	5
5.1.4 Evidence-Based/Best Practice	10
	Subtotal 45
5.2 Program Measures & Evaluation	
5.2.1 Service Efficacy & Desired Outcomes	10
5.2.2 Client Empowerment & Community Impact	10
5.2.3 Data Assessment & Quality Improvement	10
	Subtotal 30
5.3 Capacity & Sustainability	
5.3.1 Staff Qualifications & Experience	5
5.3.2 Partnership & Resource Leverage	5
5.3.3 Outreach & Inclusion Strategy	15
	Subtotal 25
TOTAL	100

Funding Priority Area: Mental Health

Projected funding target is \$663,800 of ESR Grant Program – Community Based Initiatives

LFUCG seeks to strengthen and enhance the well-being of the community by supporting programs and services addressing **Mental Health**. LFUCG intends to award grants for priority-rated programs and services based on documentation of marginalized client populations and articulated individual and community outcomes. The program should utilize best practices and evidence-based models, including a Trauma Informed Care approach when engaging, assessing, intervening, and terminating services with underserved population groups.

Nonprofit programs can provide multiple types of behavioral health strategies to address the issue of **Mental Health** including the following:

Outpatient mental health and behavioral health

- Diagnostic evaluation
- Screening
- Emergency care
- Crisis intervention services
- Psychotherapy

- Partial hospitalization or day treatment
- Psychosocial rehabilitation
- Medication management

Nontraditional community mental health interventions

- Mobile crisis units
- Vocational and educational services
- Training services for staff such as Trauma Informed Care
- Tele-mental health/Phone/Video/Text
- Integrative health and mental health

Prevention and early Intervention outreach

- Community recognition and awareness of Mental Illness
- Promoting/advertising resources for underserved populations
- Access to services for underserved populations
- Identifying the needs of the client/family and linking them to community resources.
- Providing case management services to empower the family unit to thrive.

The term “client” is used throughout this proposal; however, we understand that within the context of your work “client” may not mean an individual. For some agencies it may be helpful to think of “client” as whole system (such as a school) or as a neighborhood, group, or community.

5.1 Program Proposal & Design

5.1.1 Needs Statement—Purpose of the Program Proposal / Problem Statement

15 Points

Using local data, provide a description of the problem in Fayette County. Identify the specific population your program is targeting (i.e. age, geographical region, economic status, etc.) and explain why. Discuss whether this population is under-served or at-risk. Describe your understanding of the local system of services addressing this problem, obstacles and/or opportunities your clients face, and how your agency fits within this system of services.

5.1.2 Service Delivery Model

15 Points

What steps will you take or what activities will you provide to assist clients in achieving these goals? Describe each “unit of service” you will provide for clients and how often and how long this service will be provided (e.g. a one-time three-hour training; a weekly one-hour support group for 12 weeks; one 30-minute health exam twice a year; 1-3 hour advocacy services as needed; etc.) How will these services address the problem as identified in the Needs Statement above? Be specific.

5.1.3 Client Eligibility and Requirements

5 Points

What eligibility requirements must clients meet to qualify for services? What are the expectations of clients while receiving services? (e.g. client must pay \$30 fee for each class; client must remain sober; client is responsible for chores; nothing other than participation in services; etc.)

5.1.4 Evidence-Based/Best Practice

10 Points

Describe the evidence-based or promising practice model on which this service approach is based. Provide particular sources that indicate what you are proposing is best-practice.

5.2 Program Measures & Evaluation

5.2.1 Service Efficacy & Desired Outcomes

10 Points

What do you hope to help your clients achieve? What are some examples of goals you will set with clients? What is your service philosophy in terms of helping your clients achieve these goals? Describe how you define “successful” completion of services. (e.g. service is complete if: client remains for entire three-hour training; client continues services until judge orders otherwise; etc.) What percentage of clients meet that criteria for success?

5.2.2 Client Empowerment & Community Impact

10 Points

Describe what meaningful difference these services make in the lives of people served. What value is added to the community? Provide examples. (e.g. client demonstrates change in attitude; client has behavior change; etc.)

5.2.3 Data Assessment & Quality Improvement

10 Points

While it doesn’t have to be complicated, evaluation is more than saying “we provided this many ‘units of service.’” How will you know if your services have been effective? How does this relate to the desired outcomes for your clients? How will the information gathered be used to improve your services in the future? Be specific (for example, data collection may be through focus groups, pre-and post-tests, client satisfaction surveys, etc.), and also **be specific regarding sampling size and frequency of evaluation.**

5.3 Capacity & Sustainability

5.3.1 Staff Qualifications & Experience

5 Points

Provide information on the key/primary individuals that will be involved in the provision of services and demonstrate that they have the capacity to address the stated need. List each position by title and name of employee, if available. Describe the anticipated roles and responsibilities for each person as it relates to this project. Describe the experience, expertise, and capacity of each individual to address the proposed activities.

5.3.2 Partnership & Resource Leverage

5 Points

How do your programs and services support our community’s comprehensive response to the identified priority area of Community Wellness & Safety? Does your organization have any formal agreements or informal working relationship with other local service programs?

What role does your governing board members, volunteers, and / or donors play in facilitating viable service delivery and program administration? Does your program have any major civic benefactors or corporate sponsors? Describe other secured funding sources and committed operational resources your organization has allocated for the proposed program.

5.3.3 Outreach & Inclusion Strategy

15 Points

Demonstrate how the program will ensure services are available and accessible by all potential participants, and specifically to persons with limited English proficiency (including a language access plan); persons with physical or other disabilities; and persons impacted by poverty and economic distress.

Has your organization enacted any policies (or does your organization employ any standard operating procedures) to ensure that no person is excluded from participation in or denied the benefits of program services on the grounds of race, color, national origin, sex, age, disability, or other protected status? How does your proposal support or enhance the objective of equal opportunity in the provision of program services?

6.0 Program Budget Summary Form

Proposal Submittal shall be considered incomplete and shall be rejected without completed Budget Summary Form. *(which will be the total amount of FY27 ESR grant request)*

Budget Form will be for Fiscal Year 2027 ESR Request only. Funds awarded for Fiscal Year 2028 shall be the same amount as awarded for Fiscal Year 2027, and contingent on Council approval of the Fiscal Year 2028 budget.

Exhibit B



PROPOSAL SUBMITTAL FORM

Agency Information

Agency Name: _____

Mailing Address: _____

Street Address: _____

Phone: (____) _____ - _____

Is your Agency registered with the IRS as a 501(c)3 organization?

Yes No

*Note: Agencies **must** be registered with the IRS as a 501(c)3 organization to be eligible for ESR Program funding.*

Does your agency have a Gold Seal of Transparency or higher profile on Candid.org?

Yes No

*Note: Agencies **must** have a Gold Seal of Transparency or higher profile with Candid.org to be eligible for ESR funding.*

Website Address: _____

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):

Person Completing Application (Name, Title, Phone, Email):

Program Information

Name of program for which funds are being requested: _____

Total Funding Amount Requested: \$ _____

RFP #14-2026 PROPOSAL SUBMITTAL FORM

- **Save this PDF formatted Proposal Submittal Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.**
- **LIMIT RESPONSES IN TEXT BOXES TO 250 WORDS**
- **REMINDER: All proposals must be written in a clear and concise manner, as there will be no follow-up or clarifications to proposer's submittal form once the evaluation process begins.**

5.1 Program Proposal & Design

5.1.1 Needs Statement—Purpose of the Program Proposal / Problem Statement

15 Points

Using local data, provide a description of the problem in Fayette County. Identify the specific population your program is targeting (i.e. age, geographical region, economic status, etc.) and explain why. Discuss whether this population is under-served or at-risk. Describe your understanding of the local system of services addressing this problem, obstacles and/or opportunities your clients face, and how your agency fits within this system of services.

5.1.2 Service Delivery Model

15 Points

What steps will you take or what activities will you provide to assist clients in achieving these goals? Describe each “unit of service” you will provide for clients and how often and how long this service will be provided (e.g. a one-time three-hour training; a weekly one-hour support group for 12 weeks; one 30-minute health exam twice a year; 1-3 hour advocacy services as needed; etc.) How will these services address the problem as identified in the Needs Statement above? Be specific.

5.1.3 Client Eligibility and Requirements**5 Points**

What eligibility requirements must clients meet to qualify for services? What are the expectations of clients while receiving services? (e.g. client must pay \$30 fee for each class; client must remain sober; client is responsible for chores; nothing other than participation in services; etc.)

5.1.4 Evidence-Based/Best Practice**10 Points**

Describe the evidence-based or promising practice model on which this service approach is based. Provide particular sources that indicate what you are doing is best-practice.

5.2 Program Measures & Evaluation

5.2.1 Service Efficacy & Desired Outcomes

10 Points

What do you hope to help your clients achieve? What are some examples of goals you will set with clients? What is your service philosophy in terms of helping your clients achieve these goals? Describe how you define “successful” completion of services. (e.g. service is complete if: client remains for entire three-hour training; client continues services until judge orders otherwise; etc.) What percentage of clients meet that criteria for success?

5.2.2 Client Empowerment & Community Impact

10 Points

Describe what meaningful difference these services make in the lives of people served. What value is added to the community? Provide examples. (e.g. client demonstrates change in attitude; client has behavior change; etc.)

5.2.3 Data Assessment & Quality Improvement

10 Points

While it doesn't have to be complicated, evaluation is more than saying "we provided this many 'units of service.'" How will you know if your services have been effective? How does this relate to the desired outcomes for your clients? How will the information gathered be used to improve your services in the future? Be specific (for example, data collection may be through focus groups, pre-and post-tests, client satisfaction surveys, etc.), and also **be specific regarding sampling size and frequency of evaluation.**

5.3 Capacity & Sustainability

5.3.1 Staff Qualifications & Experience

5 Points

Provide information on the key/primary individuals that will be involved in the provision of services and demonstrate that they have the capacity to address the stated need. List each position by title and name of employee, if available. Describe the anticipated roles and responsibilities for each person as it relates to this project. Describe the experience, expertise, and capacity of each individual to address the proposed activities.

5.3.2 Partnership & Resource Leverage

5 Points

How do your programs and services support our community's comprehensive response to the identified priority area of Community Wellness & Safety? Does your organization have any formal agreements or informal working relationship with other local service programs?

What role does your governing board members, volunteers, and / or donors play in facilitating viable service delivery and program administration? Does your program have any major civic benefactors or corporate sponsors? Describe other secured funding sources and committed operational resources your organization has allocated for the proposed program.

This program supports Lexington's response to mental health needs and contributes to broader Community Wellness & Safety by filling a critical gap between outpatient therapy and inpatient hospitalization for high-acuity youth who are best served with in-home services. By stabilizing crises in homes, schools, and communities, coordinating across systems, and preventing avoidable hospitalizations and out-of-home placements, the program contributes to safer families, safer schools, and reduced strain on emergency and crisis services.

KVC has a variety of formal and informal relationships with community programs in its Behavioral Health Services (BHS) program which will support this program. This is indicated by the fact that 46% of our external BHS referrals come from partners such as Fayette County schools, local psychiatric hospitals and primary care physicians. KVC will leverage these partnerships to help identify the youth needing the in-home services in this project. KVC provides Multisystemic Therapy Services in Fayette County which targets youth involved with the justice system. MST works with a particular youth in a home, but often there are siblings who would also benefit from the in-home services of this program. KVC leverages its donors to fill gaps in care and recently Valvoline awarded KVC with funds for 1 FTE in-home therapist to support this work. Volunteers are regularly utilized to assist in packing meals to go to families for food drives and for organizing donations for back-to-school drives and holiday gifts. This project will be funded by the combination of this LFUCG funding and private insurance/Medicaid services.

5.3.3 Outreach & Inclusion Strategy

15 Points

Demonstrate how the program will ensure services are available and accessible by all potential participants, and specifically to persons with limited English proficiency (including a language access plan); persons with physical or other disabilities; and persons impacted by poverty and economic distress.

Has your organization enacted any policies (or does your organization employ any standard operating procedures) to ensure that no person is excluded from participation in or denied the benefits of program services on the grounds of race, color, national origin, sex, age, disability, or other protected status? How does your proposal support or enhance the objective of equal opportunity in the provision of program services?

6.0 Program Budget Summary Form Instructions

Proposal Submittal shall be considered incomplete and shall be rejected without completed Budget Summary Form. (Including total amount of ESR grant request for the first year of the cycle, Fiscal Year 2027.)

For organizations requesting funding for more than one program in this RFP, combine into a single Program Budget narrative for the proposal.

Please note that the Program Budget will be part of the grantee agreement with LFUCG and regular tracking and expenditure reporting will be required.

To ensure readability and uniformity, please use the Program Budget form included. Provide brief line-item detail as specified in each section below and verify all calculations.

This section provides a summary of the total proposed Program Budget for FY 2027. It requests the allocation of all projected funding amounts (City and non-City sources) for anticipated FY 2027 program expenditures. The allocation for FY 2028 shall be the same as FY 2027.

Total Program Budget

Column A should reflect projected expenditures for the entire program (not just the proposed LFUCG ESR grant funding request portion). When the chart is completed this column should equal ESR Grant Funding Request plus other/non-ESR program funding. (A=B+C)

ESR Grant Funding Request

Column B is the grant amount being requested from this RFP to support this program's services to eligible Fayette County Participants.

Non-LFUCG Program Funding

Column C is the non-LFUCG ESR funding that is allocated to the Total Program Budget (A-B = C).

This form is for the budget for the PROGRAM applying for ESR funds, not the total agency budget.

For each category identify the amount requested and the amount to be leveraged through other programs or organizations (if applicable).

Staff Salaries – Identify the number of Full-time position salaries allocated to the program, and part-time positions allocated to the program, and the amounts of each allocated to Columns A, B, & C.

Consultant Services – In the "List Details" box, **briefly** describe any expenses associated with providing expanded supportive services or other services for which the organization intends to contract with another entity. Any of these expenses to be provided by the proposing organization should be included in other line items.

Space/Facilities – In the "List Details" box, **briefly** list the basis of the allocation of rental costs, utilities, janitorial costs, and any other facility costs for the Program. Identify any office or program space in an LFUCG owned building, and any other costs (rent, monthly utilities, etc.) reimbursed to LFUCG.

Scholarships/Stipends – In the "List Details" box, **briefly** list the type of scholarships or stipends, and include the number of people or organizations to receive funds.

Operating Expenses – In the "List Details" box, **briefly** list the costs associated with expenses, supplies, utilities, and any other expense associated directly with the operation of the project.

Other – In the "List Details" box, **briefly** list any other costs for the Program not covered above.

PROGRAM BUDGET SUMMARY

Budget for Year One (FY2027) of Cycle; Budget for Year Two (FY2028) to be the same

Agency Name _____

Program Name _____

FY2027 (July 1, 2026-June 30, 2027) Total Program Budget

**Only fill columns B & C;
they will automatically sum in Column A**

Column A Total Program Budget [= B+C]	Column B ESR Grant Funding Request	Column C Non-ESR Program Funding [A-B]
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1. Staff Salaries for Program

of
Employees:

Full-Time (FTE)

Part-Time

Total Salaries

3. Consultant Services

\$

list details

4. Space/Facilities

\$

list details

5. Operating Expenses

\$

list details

6. Scholarships / Stipends

\$

list details -
numbers &
amounts

7. Other

\$

list details

8. TOTAL FY27 PROGRAM BUDGET

\$

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Brief detail on Cost per Participant:

Cost per Program Participant: \$ _____

I understand that this document in its entirety is incorporated into my grant Agreement
with the Lexington-Fayette Urban County Government.

Authorized Representative (typed name): _____

Title: _____ Date: _____