

## PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 24<sup>th</sup> day of September, 2020, 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, **LEXINGTON RESUCE MISSION** with offices located **444 Glen Arvin Avenue, Lexington, Kentucky 40508**, (hereinafter "Organization").

### WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the period beginning on **July 1, 2020**, and continuing for a period of one (1) year 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 **Eighty-Seven Thousand and 00/100 Dollars (\$87,700)** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference as Exhibit A, one-half (1/2<sup>th</sup>) of which shall be payable in October 2020 or shortly thereafter upon receipt of an invoice, with one-fourth (1/4<sup>th</sup>) payable in January 2021 or shortly thereafter upon receipt of an invoice, and with one-fourth (1/4<sup>th</sup>) payable in April 2021 or shortly thereafter upon receipt of an invoice and detailed program reports in January 2021, April 2021, and July 2021. **The first invoice required by this section shall be submitted**

by October 9<sup>th</sup>, 2020. The second invoice and the first six month detailed program report shall be due January 18<sup>th</sup>, 2021. The final invoice and the detailed program report for the third quarter shall be due April 19<sup>th</sup>, 2021. A year-end program report shall be submitted by July 16<sup>th</sup>, 2021. Failure to submit the year-end program report, which includes the final quarter, shall result in the Organization repaying one-fourth (1/4<sup>th</sup>) of total funds provided under this Agreement. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for both the quarterly financial and program reports will be provided.

3. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

4. Organization shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in the Addendum and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and

5. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on

the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement.

6. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

7. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in the addendum attached hereto.

8. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

9. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring

of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

10. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

11. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

12. This instrument, and the Addendum incorporated herein, contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

13. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

- A. Objectives: Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these policies.
- B. Investment Funds Management: The governing board may elect to either:

(1) Manage its investment through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff; or

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulation. The trust department may utilize its regular short-term one hundred percent (100%) US Treasury Fund for daily funds investment.

The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies - - Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investment, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least one hundred percent (100%), or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are full insured.

D. Audit - - All investments shall be audited at least annually by independent certified public accountant who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

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

For Organization:

Lexington Rescue Mission  
P.O. Box 1050  
Lexington, KY 40588  
Attn: Laura Carr

For Government:

Lexington-Fayette Urban County Gov.  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Chris Ford, Commissioner  
Department of Social Services

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

LEXINGTON RESCUE MISSION

BY: Linda Gorton  
Linda Gorton, Mayor

BY: Laura Carr  
Title: Executive Director

ATTEST:

Markenzie Summers  
Deputy Clerk of the Urban  
County Council



# Lexington-Fayette Urban County Government

## Request for Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #3-2020 Community Wellness & Safety – Extended Social Resources (ESR) Grant Program** to be provided in accordance with terms, conditions and specifications established herein.

Proposals will be received **online only** at <https://lexingtonky.ionwave.net> until **2:00 PM**, prevailing local time, on **April 3, 2020**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract/grant. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted online before the date and time set for opening proposals.

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) 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.

Electronic signature online at <https://lexingtonky.ionwave.net> constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Pre-Proposal Meeting will be held on **Monday, March 9<sup>th</sup>, 2020** at **2:00PM** at the Phoenix Building 3rd Floor Conference Room, 100 East Vine Street, Lexington, KY 40507.

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.

***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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting 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.

**AFFIDAVIT**

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

1. His/her name is John Lindsey and he/she is the individual submitting the proposal or is the authorized representative of LEXINGTON RESCUE MISSION, 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 Central Purchasing 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.

John A. Lindsey  
STATE OF Kentucky  
COUNTY OF Jessamine

The foregoing instrument was subscribed, sworn to and acknowledged before me by John Lindsey on this the 3 day of April, 2020.

My Commission expires: 12/27/2023

Janice Huber  
NOTARY PUBLIC, STATE AT LARGE



Janice Huber  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 636712  
My Commission Expires  
December 27, 2023

## EQUAL OPPORTUNITY AGREEMENT

### 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 disability.*

- 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.*

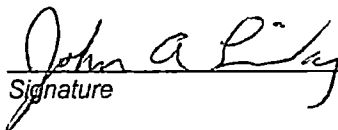
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed 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

Lexington Rescue Mission  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Lexington Rescue Mission

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American 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													2	1
Professionals		3	5			1	2									4	7
Superintendents																	
Supervisors		2	2			1										3	2
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			1				3										4
Skilled Craft							1										1
Service/Maintenance						1										1	
<b>Total:</b>		7	9			3	6									10	15

Prepared by: Laura Carr, Chief Operating Officer  
(Name and Title)

Date: 04 / 02 /2020  
Revised 2015-Dec-15

## **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, 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 RFP 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/Grant 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.

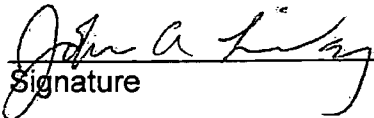
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according 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.

  
Signature

4/3/2020  
Date



Lexington-Fayette Urban County Government  
Request for Proposals

**Extended Social Resources (ESR) Grant Program**  
**Priority Area: Community Wellness & Safety**

**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 Silver Seal of Transparency or higher level agency portrait on [GuideStar.org](https://www.guidestar.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

**Instructions**

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

**Proposal Deadline – 2:00 PM EST Friday, April 3<sup>rd</sup>, 2020.**  
**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 2021 and 2022 (July 1, 2020—June 30, 2022), 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. Proposers may submit ONE Proposal per Funding Priority Area.

### **Funding Priority Area: Community Wellness & Safety**

Projected funding is 35% of total ESR Grant Program Award

LFUCG seeks to strengthen and enhance Community Wellness and Safety, by supporting programs and services addressing ***Mental Health, Substance Misuse Disorder, and Violence Prevention***. LFUCG intends to award grants for priority-rated programs and services which originate with demonstrated client needs, establish clearly-defined outcomes, and are designed to best practices or evidence-based models.

## **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 FY2021 and FY2022 (July 1, 2020 – June 30, 2021 and July 1, 2021 – June 30, 2022, with the 2<sup>nd</sup> year contingent on available funding approved by the Urban County Council ). 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, 2020 through June 30, 2022, with the 2<sup>nd</sup> year's funding contingent on available funding approved by the Urban County Council.

### **2.3 ESR Grant Informational Workshop**

The Department of Social Services conducted a meeting on February 20, 2020 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 **FRIDAY, APRIL 3<sup>rd</sup>, 2020 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 3<sup>rd</sup>, 2020). 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 Central Purchasing 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 RFP will be accepted.

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.

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 Central Purchasing 200 E. Main Street, Lexington, KY 40507

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

**Deadline for questions is Wednesday, March 18<sup>th</sup>, 2020 at 2:00 PM EST**

### 3.0 FUNDING PROCESS

#### 3.1 Timeline

This Request for Proposals is being released on **February 28<sup>th</sup>, 2020**, and is made available to the public and all potentially eligible applicants. **An informational and question and answer meeting will be held on Monday, March 9<sup>th</sup>, 2020, at 2 PM EST at the Phoenix Building 3<sup>rd</sup> Floor Conference Room, 100 East Vine Street, Lexington, KY 40507.** 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 PM on FRIDAY, APRIL 3<sup>rd</sup>, 2020**, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation in April and May 2020 immediately following the proposal due date, with the intention to make funding announcements prior to July 1, 2020. 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, 2020. 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 scoring criteria are outlined in Section 5.0 Criteria.

### 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 3<sup>rd</sup>, 2020 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>
<b>5.1 Program Proposal &amp; Design</b>	
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
	<b>Subtotal 45</b>
<b>5.2 Program Measures &amp; Evaluation</b>	
5.2.1 Service Efficacy & Desired Outcomes	10
5.2.2 Client Empowerment & Community Impact	10
5.2.3 Data Assessment & Quality Improvement	10
	<b>Subtotal 30</b>
<b>5.3 Capacity &amp; Sustainability</b>	
5.3.1 Staff Qualifications & Experience	5
5.3.2 Partnership & Resource Leverage	5
5.3.3 Outreach & Inclusion Strategy	15
	<b>Subtotal 25</b>
<b>TOTAL</b>	<b>100</b>

## Funding Priority Area: Community Wellness & Safety

Projected funding is 35% of total ESR Grant Program Award

LFUCG seeks to strengthen and enhance Community Wellness and Safety, by supporting programs and services addressing **Mental Health, Substance Misuse Disorder, and Violence Prevention**. LFUCG intends to award grants for priority-rated programs and services which originate with demonstrated client needs, establish clearly-defined outcomes, and are designed to best practices or evidence-based models. These programs may address one or more of the following areas, but shall not be limited to:

- **Substance Misuse Disorder**, which include prevention of alcohol and drug abuse; prevention and treatment of addictive and mental disorders through programs and services for individuals who suffer from these disorders; and harm reduction.
- **Mental Health**, which is defined as a state of well-being in which every individual realizes his or her own potential, can cope with the normal stresses of life, can work productively and fruitfully, and is able to make a contribution to her or his community. Mental health includes our emotional, psychological, and social well-being. It affects how we think, feel, and act. It also helps determine how we handle stress, relate to others, and make choices. Mental health is important at every stage of life, from childhood and adolescence through adulthood.
- **Violence Prevention**, which include Child Abuse & Neglect Services, Sexual Violence Prevention, Elder Abuse Prevention, Suicide Prevention, Youth Violence Prevention & Intervention, including Gang & Gun Violence, and Intimate Partner Violence Prevention and Stalking.

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, especially related to language barriers for persons with limited English proficiency; persons with physical or other disabilities; and persons impacted by poverty and economic distress.

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community?

## 6.0 Program Budget Summary Form

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



**PROPOSAL SUBMITTAL FORM**

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**Agency Information**

Agency Name: Lexington Rescue Mission

Mailing Address: P.O. Box 1050, Lexington, KY 40588

Street Address: 444 Glen Arvin Avenue, Lexington, KY 40508

Phone: ( 859 ) 381 - 9600

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 Silver Seal of Transparency or higher profile on GuideStar.org?  Yes  No  
*Note: Agencies **must** have a Silver Seal of Transparency or higher profile with GuideStar.org to be eligible for ESR funding.*

Website Address: www.lexingtonrescue.org

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

Jim Connell, Executive Director, (859) 948-4576, jim@lexingtonrescue.org

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

Kim Livesay, Director of Development, (859) 381-9600, ext. 227, kim@lexingtonrescue.org

**Program Information**

Name of program for which funds are being requested: Breaking Chains

Total Funding Amount Requested: \$ \$70,000

**RFP #3-2020 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.

Kentucky has the 9th highest incarceration rate in the country, incarcerating 869 people per 100,000 residents. Today, the state's prison population has surged to over 23,000 people. However, there are only 11,700 prison beds in Kentucky. To alleviate crowded prisons and save money, the state has moved more than half of its prisoners into county jails. Now, jails are overflowing, and unfortunately, have few of the educational and vocational programs available to inmates in prison, leaving people ill-prepared to make a successful transition back to the community.

As the prison population continues to climb, more inmates are also being released early. According to the KY DOC, an average of 998 ex-offenders re-enter Fayette County each year. These ex-offenders often lack the skills they need to find housing, secure a job, stay clean, pay debts, and rebuild relationships with family. Without support, guidance and hope for the future, they are very likely to return to the same destructive cycles of criminal behavior and go back to prison. Currently, 41% of men and women released from incarceration will be re-arrested within two years in Kentucky. The cost of housing one state prisoner is \$16,681 annually.

Lexington Rescue Mission is working to break this cycle of crime and incarceration and keep our community safer by partnering with the justice system and building relationships with inmates prior to their release, training them in the skills they need to be successful and providing support to help them make a smooth transition back into our community.

### 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.

LFUCG grant funds will be used to pay for a 1.0 FTE Case Manager and a .5 FTE Volunteer Coordinator.

The Case Manager meets individually with inmates in our program while they are incarcerated and after they are released to assist them in making a smooth transition back into the community (see eligibility requirements in 5.1.3). Each client meets with a Case Manager at a frequency informed by their risk/needs/responsivity assessment, typically for an hour every week, every other week, or every month. Each case management session is a "unit of service." The Case Manager assists clients in creating a transition plan, including setting goals and strategies for finding housing, securing employment or furthering education, maintaining financial stability, building a community support system, and strengthening family relationships. Case management provides the support, encouragement, and accountability they need to achieve their goals. Duration depends upon the length of time needed for clients to achieve their goals, with the average client completing three months of case management. In 2019, the Case Manager met with 80 men and 22 women. Of these clients, 39 were assisted in obtaining housing, 21 completed an accountability group, 15 were reconnected with family, and 45 found employment or enrolled in school. Nearly 95% maintained their freedom.

The Volunteer Coordinator recruits, trains, and manages volunteers who teach classes in Fayette County Detention Center and Blackburn Correctional Complex and serve as mentors to clients both prior to release and afterwards to help them as they acclimate back into society.

### 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.)

Clients who receive support from the Case Manager position and from the volunteers secured by the Volunteer Coordinator must be at least 18 years old and currently incarcerated in Fayette County or on probation or parole in Fayette County. We expect clients to commit to finishing the class in which they volunteered to participate, and to meeting with the Case Manager on the frequency schedule recommended by their risk/needs/responsivity assessment.

Although our classes are faith-based, we do not discriminate in providing services. All are welcome to participate, regardless of their religious affiliation. Additionally, there are no fees to participate in this program.

Outside of this grant, we also provide services to inmates in the Woodford County Detention Center, Jessamine County Detention Center, and Northpoint Training Center. However, these funds will only be used to serve the inmates at Fayette County Detention Center, Blackburn Correctional Complex, Dismas Charities, and ex-offenders in Fayette County.

### 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.

Breaking Chains incorporates the eight principles of evidence-based correctional practice that are demonstrated to reduce recidivism, as defined in A Guide to Evidence-Based Prisoner Reentry Practices (Glassheim, 2011). These principles include:

- 1) Assessing risk and criminogenic needs. Our case manager will use a validated criminogenic risk/needs/responsivity assessment at intake to determine the level of service needed to prevent the ex-offender from recidivating.
- 2) Enhancing intrinsic motivation to encourage positive behavior change. Our Case Manager has completed training in Motivational Interviewing and incorporates this evidence-based practice into his case management with offenders.
- 3) Targeting interventions based upon risk and need. The Case Manager will use the results of the risk/needs/responsivity assessments to help develop each individual transition plan in concert with the client.
- 4) Providing Life-Skill Training. Our classes provide employment and relapse prevention training to men and women who are incarcerated in FCDC.
- 5) Increasing Positive Reinforcement. Breaking Chains has a fund set aside to use for incentives such as gift cards for clients who make progress on their goals.
- 6) Engaging ongoing support in natural communities. Our classes work to promote family reunification and strengthening, and we offer an educational and support group through our monthly meetings of Bluegrass Families of the Incarcerated.
- 7) Measuring Success. We measure clients' success in achieving their goals in Charity Tracker, our client database.
- 8) Providing Measurement Feedback. See answer to question 5.2.3

## 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?

Breaking Chains' goal is to reduce our client recidivism rate - the re-arrest rate within two years - to 20%, less than half the state average, by reaching out to those who are currently and formerly incarcerated and equipping them with the skills they need to live healthy, productive lives in our community upon their release. The goals we set with clients focus on key areas such as family reunification, stable employment and/or education, accountability, and obtaining housing. Some examples of common goals include: 1) Active engagement with their family and setting up child support payments; 2) Employment in a non-temporary job or enrollment in a college or technical program; 3) Completion of six months to a year of an accountability group such as AA or NA; 4) Payment of rent or mortgage for their housing.

Our service philosophy is to develop individual transition plans with the client, based upon their specific needs and personal goals. By taking this client-centered approach, we are able to build upon their intrinsic motivation and support them in their efforts to reach their full potential. Successful completion of services is when clients achieve at least one of their re-entry goals.

In 2019, 672 people attended our classes and 102 people met with the Case Manager. He assisted 39 people in obtaining housing, 21 people in completing an accountability group, 15 people in reconnecting with family, and 45 people in securing employment. 97 of these 102 ex-offenders (95%) maintained their freedom and met our definition of 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.)

We provide the support clients need to successfully re-enter the community. Ex-offenders face an uphill battle upon release -- finding housing and employment, paying legal fees and child support, maintaining sobriety, and reunifying with family -- and they often have little help in the process. The situation is exacerbated by their criminal records preventing them from accessing the housing and jobs they so desperately need. By walking alongside them and providing the support and accountability they need, we help ensure they accomplish their goals and become productive citizens and taxpayers.

Daryl is one of these clients. From a young age, he was surrounded by alcohol, drugs and bad influences that eventually led him to prison. He worked on a plan with our Case Manager, setting goals for employment, family reconciliation and sobriety. After prison, he came to live at our transitional house for men to receive additional support and accountability. Six months ago, he was hired at a local manufacturer. He has been a model employee, never missing work and learning to negotiate his employer's expectations. He also now works at Lexington Rescue Mission as a house coordinator and is working to re-establish a relationship with his 12-year-old daughter.

Our program's impact on Daryl and many others ensures they do not revert back to former criminal activities, making our community a safer place to live. We are also saving taxpayer money by lowering the number of people being re-arrested, processed by our criminal justice system, and housed in our jails.

### 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.**

Our objective is to reduce the client recidivism rate - the re-arrest rate within two years -- to 20%, less than half the state average. We have developed a strong partnership with the U.S. Department of Probation and Parole so we are typically notified as soon as one of our clients is re-arrested. Additionally, re-arrest data is tracked through the Kentucky Offender Online Lookup (KOOL), operated by Kentucky Department of Corrections. KOOL specifies the last 10 convictions of each offender so we can note specific offenses. The KOOL database is queried quarterly for the names of clients who we are no longer able to contact, and data related to re-arrests is recorded in their case file.

Additionally, we track through case management any progress made on all clients' individual goals related to family engagement, obtaining employment or furthering education, attending meetings, and securing stable housing. All client data is recorded in Charity Tracker, our client database. Quarterly, the Program Director runs reports to track progress on our objectives and reports them to the Chief Operating Officer.

Using our partners in the criminal justice system and the KOOL database, we have found that of the 102 individuals served by our Case Manager last year, 5 had been re-arrested (5%). We will continue to track these clients over the next year to get their two-year recidivism rate. We will use this baseline data to determine the factors that lead to re-arrest and how we can improve our services to further prevent recidivism.

## 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.

Julius Johnson is our Director of Reentry Services. He is responsible for setting goals and objectives, measuring outcomes, building partnerships, and supervising program staff. Julius has a bachelor's in Sociology from UK and is completing his master's in Community and Leadership Development. Prior to starting at the Mission in 2015, he worked for Lexington Leadership Foundation's Fatherhood Initiative and Urban League of Lexington. As an ex-federal inmate, Julius has experienced many of the struggles clients face during and post-incarceration and serves as an inspiration to them. This year, he was accepted into Just Leadership USA's (JLUSA) Leading with Conviction leadership training program. Julius has also served on the ONE Lexington Team, the 2020 On the Table Committee, and as a street outreach worker with the Safety Net Initiative.

Tim Robbins has worked as our Re-Entry Case Manager since July 2017. He also worked as a jail counselor for Clearfield-Jefferson Mental Health in Dubois, PA, for three years, teaching classes, completing intakes on all new inmates, and providing counseling. After that, he worked as a mental health therapist for three years at Brookville Behavioral Health in Brookville, PA, where he was assigned a heavy caseload of former inmates. He also spent seven years as a mobile crisis coordinator and worked with convicted sex offenders. Tim has his MA in Christian Ministry from Regent University, and he has completed training in The Genesis Process, Dialectical Behavioral Therapy, and Motivational Interviewing.

The Volunteer Coordinator will be hired upon notice of the grant award.

### 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.

Lexington Rescue Mission is actively involved in the Bluegrass Reentry Council and partners with Fayette County Detention Center, Blackburn Correctional Complex, U.S. Probation and Parole, and Dismas Charities to provide a comprehensive system of care for men and women leaving incarceration. Our work complements their efforts to ensure offenders successfully transition back into the community, and this grant ensures we are able to provide the one-on-one support their case workers are often hard pressed to give to each client.

Additionally, we partner with the Homeless and Housing Coalition of Kentucky, which provides an AmeriCorps VISTA member to coordinate our re-entry volunteers. This is our last year of eligibility for this program, which is why we are requesting funds for a Volunteer Coordinator. We also partner with Mission Behind Bars and Beyond, which trains our volunteers to serve as teams of mentors for offenders upon their release. Furthermore, we lead Bluegrass Families of the Incarcerated, which provides support and education to family members of people who are incarcerated. Over the last three years, Julius Johnson, our Director of Re-Entry Services, served on the Executive Team for the ONE Lexington Neighborhood Engagement Team, addressing crime in the city of Lexington.

We have over 75 volunteers who teach classes in jails and prisons and mentor ex-offenders. Breaking Chains is supported by the Carson-Myre Foundation (\$25,000), the Mennonite Central Committee (\$5,000) and individual donors across the community, who contribute more than \$50,000 to make this program possible.

### 5.3.3 Outreach & Inclusion Strategy

15 Points

Demonstrate how the program will ensure services are available and accessible by all potential participants, especially related to language barriers for persons with limited English proficiency; persons with physical or other disabilities; and persons impacted by poverty and economic distress.

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community?

Lexington Rescue Mission is committed to making sure our services are equally accessible to all potential participants, and we have adopted a Non-Discrimination Policy that meets HUD standards. While we are a faith-based ministry, our services are open to all clients regardless of their religious affiliation.

Our case management is offered in jail and prison to ensure accessibility for incarcerated clients, as well as in the community for those who have been released. Our Case Manager also takes clients from Dismas Charities to obtain IDs every week as an outreach effort. Outside the jail and prison, the Case Manager typically meets with clients in his office, located at 629 North Broadway. This building is on a LexTran bus line and is accessible to those with physical disabilities, meeting the requirements of the Americans with Disabilities Act. As a former therapist, our Case Manager is well-trained to serve men and women with mental illness as well.

Additionally, he maintains a flexible work schedule to accommodate clients' needs, particularly being able to meet with clients who are working or who encounter disruptions in their scheduled plans. Our services are free-of-charge to clients to ensure that they are easily accessible to everyone regardless of income. Erica Dominguez, our Director of Outreach Services, is fluent in Spanish and is available to translate or provide case management to clients who are Spanish speakers. We will engage Access Language Solutions to ensure we can communicate effectively with clients whose primary language is not English or Spanish.

## 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.) The Program Budget will be the same for both FY21 and FY22; there will be no increases in award for Year 2 of the grant.

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 2021. It requests the allocation of all projected funding amounts (City and non-City sources) for anticipated FY 2021 program expenditures.

### **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

Agency Name **Lexington Rescue Mission**

Program Name **Breaking Chains**

**FY 2021 (July 1, 2020--June 30, 2021) Total Program Budget**

		Column A Total Program Budget [= B+C]	Column B ESR Grant Funding Request	Column C Non-ESR Program Funding [A-B]
<b>1. Staff Salaries for Program</b>	<b># of Employees:</b>			
<i>Full-Time (FTE)</i>	2	110,141	50,000	60,141
<i>Part-Time</i>	1	23,391	20,000	3,391
<b>Total Salaries</b>		<b>133,532</b>	<b>70,000</b>	<b>63,532</b>

<b>3. Consultant Services</b>	<b>\$</b>	0		
<i>list details</i>				

<b>4. Space/Facilities</b>	<b>\$</b>	5,375		5,375
<i>list details</i>	Utilities: \$1,325; Telephone: \$3,800; Security: \$250			

<b>5. Operating Expenses</b>	<b>\$</b>	15,590		15,590
<i>list details</i>	Mileage: \$5,635; Class curriculum: \$3,150; Client Assistance: \$5,000; Office equipment and supplies: \$725; Travel: \$245; Postage: \$115; Food: \$500; Mission vehicle oil and gas: \$20; Miscellaneous: \$200.			

<b>6. Scholarships / Stipends</b>	<b>\$</b>	5,400		5,400
<i>list details - numbers &amp; amounts</i>	AmeriCorps VISTA fee for a full-time Re-Entry Volunteer Coordinator (finishing one-year term in July 2020): \$5,400			

<b>7. Other</b>	<b>\$</b>	4,328		4,328
<i>list details</i>	Indirect expenses (organizational expenses that affect all of the Mission's programs and are allocated across each service division), such as general liability, credit card fees, IT, etc.			

<b>8. TOTAL FY21 PROGRAM BUDGET</b>	<b>\$</b>	164,225	70,000	94,225
<i>(Program budget will be the same for FY22; no increase in award for Year 2 of the grant)</i>				

**Cost per Program Participant: \$ 212**

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): Jim Connell

**Title:** Executive Director

**Date:** 4/2/2020



To: Todd Slatin  
Director of Central Purchasing

From: Kim Livesay  
Director of Development  
Lexington Rescue Mission

Date: July 10, 2020

Re: ESR Clarification  
Breaking Chains Funding

Please see our answers below regarding your Clarification Request regarding our ESR submission for Breaking Chains funding.

1. Is your proposal still viable for implementation as originally submitted?

Yes. On our original submission, we requested \$70,000 to fund both a Case Manager and a Volunteer Coordinator for our Re-Entry Program. Both of these positions are still critically needed, even more so due to the COVID-19 pandemic.

The jails and prisons are currently closed to outside visitors, so our Case Manager and volunteers cannot meet with clients who are incarcerated at this time. However, our Case Manager also meets with people being released from incarceration to assist them in making a smooth transition back into the community, and due to COVID-19, jails and prisons are releasing a record number of people.

According to a June 10 article in the Lexington Herald Leader, “the jail population in Kentucky plunged by 32 percent from late February through last week (first of June), falling from 24,449 to 16,542 according to a data analysis from the Vera Institute of Justice.”

Our Case Manager works to help these people who are being release early to create their own personalized transition plan, including setting goals and developing strategies for finding housing, securing employment or furthering education, maintaining financial stability, building a community support system, and strengthening family relationships. Our goal is to help provide stability and support so these ex-inmates do not re-offend. In 2019, the Case Manager met with 80 men and 22 women, and nearly 95% maintained their freedom. In the second quarter of 2020, our Case Manager met with twice as many people as he did in the same time period in 2019 because of the number of people being released due to the COVID-19 pandemic.

The Volunteer Coordinator position is critical is securing, training and managing approximately 75 volunteers who serve as ongoing mentors to clients to help them with life skills needed to successfully acclimate back into society. As more and more people are being released from incarceration, it is more

critical than ever that they have people trained and ready to walk alongside them and provide the support they need to be successful.

2. Please detail any modifications you will be making to the original submission in order to comply with the new service delivery requirements in the COVID-19 environment?

Our Case Manager is appropriately social distancing with clients, and wearing masks, to comply with service delivery requirements. Likewise, all groups are kept at a number that will allow the needed social distancing.

3. Will these new modifications increase or decrease your proposed budget? Please detail any increases or decreases to your proposed budget including additional costs and/or secured funding.

The biggest increase in our budget due to COVID-19 is in our client assistance line item. As a large number of people are being released from prison, we are working hard to help them self-isolate for 14 days in a hotel. Sometimes this stay will be even longer as we assist them with finding employment and a permanent place to live. We received a \$24,000 COVID-relief grant from the ACLU to offset current additional costs related to our Re-Entry Division.



# Lexington-Fayette Urban County Government

## Request for Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #5-2020 Food Insecurity & Nutritional Access – Extended Social Resources (ESR) Grant Program** to be provided in accordance with terms, conditions and specifications established herein.

Proposals will be received **online only** at <https://lexingtonky.ionwave.net> until **2:00 PM**, prevailing local time, on **April 3, 2020**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract/grant. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted online before the date and time set for opening proposals.

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) 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.

Electronic signature online at <https://lexingtonky.ionwave.net> constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Pre-Proposal Meeting will be held on **Monday, March 9<sup>th</sup>, 2020** at **2:00PM** at the Phoenix Building 3rd Floor Conference Room, 100 East Vine Street, Lexington, KY 40507.

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.

***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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting 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.



## AFFIDAVIT

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

1. His/her name is JOHN LINDSEY and he/she is the individual submitting the proposal or is the authorized representative of LEXINGTON RESCUE MISSION, 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 Central Purchasing 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.

John A. Lindsey  
STATE OF Kentucky

COUNTY OF Jessamine

The foregoing instrument was subscribed, sworn to and acknowledged before me by John Lindsey on this the 3 day of April, 2020.

My Commission expires: 12/27/2023

Janice Huber  
NOTARY PUBLIC, STATE AT LARGE



Janice Huber  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 636712  
My Commission Expires  
December 27, 2023

**EQUAL OPPORTUNITY AGREEMENT**

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 disability.*

- 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.*

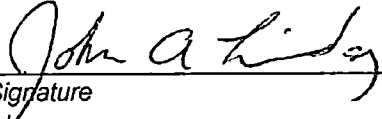
\*\*\*\*\*

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

Lexington Rescue Mission  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Lexington Rescue Mission

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American 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													2	1
Professionals		3	5			1	2									4	7
Superintendents																	
Supervisors		2	2			1										3	2
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			1				3										4
Skilled Craft							1										1
Service/Maintenance						1										1	
<b>Total:</b>		7	9			3	6									10	15

Prepared by: Laura Carr, Chief Operating Officer  
(Name and Title)

Date: 04 / 02 /2020  
Revised 2015-Dec-15

## **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, 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 RFP 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/Grant 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.

  
Signature

4/3/2020  
Date





Lexington-Fayette Urban County Government  
Request for Proposals

**Extended Social Resources (ESR) Grant Program**  
**Priority Area: Food Insecurity & Nutritional Access**

**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 Silver Seal of Transparency or higher level agency portrait on [GuideStar.org](https://www.guidestar.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

**Instructions**

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

**Proposal Deadline – 2:00 PM EST Friday, April 3<sup>rd</sup>, 2020.**  
**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 Fiscal Years 2021 and 2022 (July 1, 2020—June 30, 2022), 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. Proposers may submit ONE Proposal per Funding Priority Area.

### **Funding Priority Area: Food Insecurity & Nutritional Access**

Projected funding is 20% of total ESR Grant Program Award

LFUCG seeks to strengthen and enhance **Food Insecurity and Nutritional Access** by supporting programs and services for the provision of addressing having reliable access to a sufficient quantity of affordable, nutritious food and providing nutritional services. LFUCG intends to award grants for priority-rated programs and services which originate with demonstrated client needs, establish clearly-defined outcomes, and are designed to best practices or evidence-based models.

## **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 FY2021 and FY2022 (July 1, 2020 – June 30, 2021 and July 1, 2021 – June 30, 2022, with the 2<sup>nd</sup> year contingent on available funding approved by the Urban County Council ). 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, 2020 through June 30, 2022, with the 2<sup>nd</sup> year's funding contingent on available funding approved by the Urban County Council.

### **2.3 ESR Grant Informational Workshop**

The Department of Social Services conducted a meeting on February 20, 2020 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 **FRIDAY, APRIL 3<sup>rd</sup>, 2020 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 3<sup>rd</sup>, 2020). 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 Central Purchasing 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 RFP will be accepted.

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.

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 Central Purchasing 200 E. Main Street, Lexington, KY 40507

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

Deadline for questions is Wednesday, March 18<sup>th</sup>, 2020 at 2:00 PM EST

## 3.0 FUNDING PROCESS

### 3.1 Timeline

This Request for Proposals is being released February 28<sup>th</sup>, 2020, and is made available to the public and all potentially eligible applicants. An informational and question and answer meeting will be held on Monday, March 9<sup>th</sup>, 2020, at 2 PM EST at the Phoenix Building 3<sup>rd</sup> Floor Conference Room, 100 East Vine Street, Lexington, KY 40507. 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 PM on FRIDAY, APRIL 3<sup>rd</sup>, 2020, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation in April and May 2020 immediately following the proposal due date, with the intention to make funding announcements prior to July 1, 2020. 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, 2020. 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 scoring criteria are outlined in Section 5.0 Criteria.

**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 3<sup>rd</sup>, 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>
<b>5.1 Program Proposal &amp; Design</b>	
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
	<b>Subtotal 45</b>
<b>5.2 Program Measures &amp; Evaluation</b>	
5.2.1 Service Efficacy & Desired Outcomes	10
5.2.2 Client Empowerment & Community Impact	10
5.2.3 Data Assessment & Quality Improvement	10
	<b>Subtotal 30</b>
<b>5.3 Capacity &amp; Sustainability</b>	
5.3.1 Staff Qualifications & Experience	5
5.3.2 Partnership & Resource Leverage	5
5.3.3 Outreach & Inclusion Strategy	15
	<b>Subtotal 25</b>
<b>TOTAL</b>	<b>100</b>

## Funding Priority Area: Food Insecurity and Nutritional Access

Projected funding is 20% of total ESR Grant Program Award

LFUCG seeks to strengthen and enhance **Food Insecurity and Nutritional Access** by supporting programs and services for the provision of addressing having reliable access to a sufficient quantity of affordable, nutritious food and providing nutritional services. LFUCG intends to award grants for priority-rated programs and services which originate with demonstrated client needs, establish clearly-defined outcomes, and are designed to best practices or evidence-based models.

Food security is a situation that exists when all people, at all times, have physical, social and economic access to sufficient, safe and nutritious food that meets their dietary needs and food preferences for an active and healthy life. Nutrition includes management for congregate and home delivered meals, delivering quality meals to nutrition sites and homebound clients so clients have nutritionally sound meals.

### USDA Definitions:

- **High food security:** no reported indications of food-access problems or limitations.
- **Marginal food security:** one or two reported indications—typically of anxiety over food sufficiency or shortage of food in the house. Little or no indication of changes in diets or food intake.
- **Low food security:** reports of reduced quality, variety, or desirability of diet. Little or no indication of reduced food intake.
- **Very low food security:** Reports of multiple indications of disrupted eating patterns and reduced food intake.

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 Food Insecurity and Nutritional Wellness? 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, especially related to language barriers for persons with limited English proficiency; persons with physical or other disabilities; and persons impacted by poverty and economic distress.

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community?

## 6.0 Program Budget Summary Form

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



**PROPOSAL SUBMITTAL FORM**

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**Agency Information**

Agency Name: Lexington Rescue Mission

Mailing Address: P.O. Box 1050, Lexington, KY 40588

Street Address: 444 Glen Arvin Avenue, Lexington, KY 40508

Phone: (859) 381 - 9600

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 Silver Seal of Transparency or higher profile on GuideStar.org?  Yes  No  
*Note: Agencies must have a Silver Seal of Transparency or higher profile with GuideStar.org to be eligible for ESR funding.*

Website Address: www.lexingtonrescue.org

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):  
Jim Connell, Executive Director, (859) 948-4576, jim@lexingtonrescue.org

Person Completing Application (Name, Title, Phone, Email):  
Kim Livesay, Director of Development, (859) 381-9600, ext. 227, kim@lexingtonrescue.org

**Program Information**

Name of program for which funds are being requested: Food Service

Total Funding Amount Requested: \$ 30,000

**RFP #5-2020 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.

According to Feeding America's 2017 report, 15.8% of Fayette County residents have limited or uncertain access to enough food. This problem is particularly pronounced in the area where our Outreach Center is located (in the Georgetown Street corridor), which is classified as a food desert by the USDA. A food desert is an area where a fifth of the population lives below the poverty line, and where there isn't a supermarket within one mile. Our neighborhood has a poverty rate of 48.8%, more than double that of Fayette County's rate of 18.6%.

Lexington Rescue Mission is one mile from the Hope Center and Salvation Army, and because of this proximity, many shelter residents depend on our breakfasts, lunches and social services when they leave the shelters during the day. Additionally, many of our guests are unsheltered homeless, sleeping on the streets, in tents, or in vehicles. Because homeless guests don't have a place to store food or prepare meals, they don't benefit from food pantries, but rely upon public meals. Additionally, because they lack an address, their SNAP benefits often get cut off and must be reinstated.

Our meals are open to anyone who is food insecure, but most who rely on our meals are those who live in poverty in our neighborhood or are homeless. According to a Snapshot Survey of all our guests in February 2020, 71% of our meal guests either had lost their public benefits or never had them, and 50% of our guests are homeless.

### 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.

Lexington Rescue Mission provides meals to anyone who is hungry. Our Outreach Center offers meals Monday-Saturday, including coffee and baked goods from 9 a.m. to 12 p.m. and a hot, nutritious lunch from 12 to 1 p.m. We also provide bread, fruit, and vegetables for guests to take with them. Additionally, we provide food to residents in our transitional homes. Each meal is a unit of service. In 2019, we served 48,344 meals, a 6% increase over the previous year (45,631). The ESR funds will give enable us to continue to expand our food service to those in need.

People often come to the Mission initially for a meal and stay for our walk-in hours, where staff assist them with basic needs and help them take steps out of poverty. Walk-in hours are Tuesday, Wednesday, and Thursday from 1 to 3 p.m. During that time, guests meet with a social worker who assists with their needs, including clothing, toiletries, bus passes, IDs, housing, employment, etc. The social worker helps immediately with the needs the Mission can meet and connects clients to other programs to meet additional needs. These resources help clients increase their income, obtain housing, and access benefits, thus improving their food security.

In 2019, 1,588 people came to walk-in hours for assistance and 1,059 were new clients. Of those new clients, 329 (31%) heard about walk-ins through our meals (the majority were referred by family, friends, or neighbors). Last year, 94% of all guests' acute needs were met.



### 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.)

There are no eligibility requirements for people to participate in our food services. Everyone is welcomed. However, we do expect people not to bring alcohol, drugs, or weapons into our building and to not make claims of harm on themselves or others.

### 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.

Lexington Rescue Mission has implemented both the short-term and medium-term strategies outlined in "Evidence-Based Strategies to Build Community Food Security" published in the Journal of the American Dietetic Association (McMullum, Desjardins, Kraak, Ladipo, & Costello, 2005). These strategies include:

- 1) Counsel clients to maximize access to existing programs providing food and nutrition assistance, social services, and job training. We commonly assist guests with accessing food during walk-in hours. Last year, our staff made 276 God's Pantry referrals for 199 people, and gave 167 people bags of groceries when they were ineligible for God's Pantry or needed emergency food assistance. Additionally, during walk-in hours, our staff provided 1,059 people clothing vouchers to Goodwill, 903 people with hygiene supplies, 58 people with transportation (bus passes, Greyhound tickets, and fuel cards), and conducted 202 housing assessments using the VI-SPDAT so we could place these clients in our Homeless Intervention Program, and, as eligible, on Lexington's Coordinated Entry list for permanent housing. Furthermore, we connected 237 people to our job training and placement services and 17 people to our transitional housing.
- 2) Identify food quality and price inequities in low-income neighborhoods. As mentioned above, our neighborhood is in a food desert with no grocery store. There is one convenience store that carries high-calorie snacks, a very limited supply of non-perishable food, energy drinks, soft drinks, and alcohol.
- 3) Connect emergency food programs with local urban agricultural projects. See answer to Question 5.3.2
- 4) Create multi-sector partnerships and networks. Again, see answer to Question 5.3.2

## 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?

The Lexington Rescue Mission helps clients improve their food security. Our service philosophy is to alleviate hunger by providing nutritious meals while addressing the underlying causes that contribute to food insecurity in our community such as a lack of sufficient income and lack of stable housing.

In the short-term, clients will successfully complete services if they report better access to nutritious food after coming to the Mission. In a survey conducted of 362 clients in February 2020, 26% of clients said that before coming to the Mission they always had access to nutritious food, 34% said they regularly had access to nutritious food, and 40% said they had a hard time accessing nutritious food. After coming to the Mission, 33% of these clients said they always had access to nutritious food, 45% said they regularly had access, and 22% said they had a hard time accessing nutritious food.

Our long-term objective is that clients will receive a meal and connect to additional assistance at Lexington Rescue Mission, including social services, job training and placement, or housing. As mentioned above, 1,588 people came to walk-in hours for social services last year, including 1,059 new clients, many of whom learned about our services at a meal. From walk-in hours, 202 people were assessed and placed on the Coordinated Entry list for housing, 237 clients were connected to employment services, 17 to our transitional housing, six to our re-entry services and 45 households were moved into permanent housing through our Homeless Intervention Program.

### 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.)

Providing access to healthy and fresh meals to anyone who is hungry is a meaningful way to meet an immediate need while also introducing guests to the other services that can help ensure long-term food security. As an entry point into the Lexington Rescue Mission, meals are more than just a gateway to other services; they are also an opportunity to build relationships that encourage positive life changes and, ultimately, provide hope for the future.

Scott is one client who found hope at the Mission. His cousin occasionally let him stay in his attic, but other than that, Scott had been homeless for years. On really cold nights he would walk for hours trying to stay warm. Scott started coming to the Mission for meals and stayed for walk-in hours to learn about other ways we could help him. We were able to provide clothing and other necessities, and we were also able to help Scott move into permanent housing. Today, Scott is living independently and has found purpose in serving others; he now volunteers twice a week at the Mission to do clients' laundry for them.

Furthermore, people who live in the neighborhood and are food insecure also benefit from the Mission's meals. For years, Charlie, who is elderly and nearly blind, has walked to the Mission almost every day for lunch. In addition to being a stable source of food, we have become his family and check up on him to make sure he has what he needs.

### 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.**

Our goal is to help clients improve their food security. Our objectives reflect our desired outcomes for our clients: our short-term objective is that our clients will report consistently better access to nutritious food after coming to the Mission and our long-term objective is that clients who receive a meal will connect to additional assistance at the Mission, including social services, job training and placement, or housing.

We will measure our effectiveness in meeting the short-term objective by conducting an annual Snapshot Survey. For example, in this year's survey, we asked if they skipped meal(s) in the last week, if so, which meal(s) they skipped, and how they would rate their access to nutritious food. We also asked questions about food security prior to coming to the Mission, including rating their access to nutritious food and how many meals they typically skipped a week. We serve meals to an estimated 6,000 people each year so we must rely on sampling in order to determine our effectiveness. Our goal is a sample size of 362 people, which yields a 95% confidence rating (or 5% margin of error).

We track all current and new clients who access our other programs in Charity Tracker, our secure online client database. We also track where they first heard about these programs so we can determine the extent to which meals lead clients to these other programs. Outcomes are reported quarterly by the Director of Outreach Services to the Chief Operating Officer.

## 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.

Our food services team is led by Becky Connell, who is the Food Services Coordinator. Becky earned her B.S. in Nutrition and Dietetics from Purdue University in 1974 and her M.S. in Education in 1984. From 1976 to 2006, Becky was a registered dietician, and she worked as a clinical dietician and managed food service for three hospitals from 1975 to 2002. She also did multi-department management and coordinated quality improvement and hospital accreditation for Major Hospital in Shelbyville, Indiana, until moving to Lexington in 2002. Starting in 2002, she began coordinating the meal program at Lexington Rescue Mission and has overseen meal planning, purchasing, managing the program's budget, and volunteers for the last 18 years.

Tammy Clay is our part-time cook and is responsible for preparing the food and ensuring food safety. Tammy is a certified Food Manager and worked as a cook for Tin Roof and Kentucky State University before joining our staff in 2017.

Erica Dominguez is our Director of Outreach Services. She supervises Becky and Tammy and ensures our food services are coordinated with all of our outreach services. For this grant, she will oversee outcomes measurements and reporting; however, we are not including her salary in the program budget. Erica earned a BSW from Northern Kentucky University in 2003 and an MSW from U.K. in 2014. She served as Program Director for E7 Kids Café from 2012-2016, joined our staff in 2016 as a Resource Coordinator, and took on her current role in November 2017.

**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.

Lexington Rescue Mission works closely with a number of community agencies and the City of Lexington to improve food security and nutritional access. We partner with Glean KY to provide fresh fruits and vegetables to our clients, Kentucky Harvest to provide baked goods, the University of Kentucky to get seeds and consulting for our community garden, and Southland Christian Church for fresh produce from their community garden. Our COO serves on the Fayette County Emergency Food and Shelter Board, coordinating food service with agencies including God's Pantry, the Hope Center, and the Salvation Army.

We have approximately 50 volunteers who serve weekly in food service and because many of them have served for years, they have built strong relationships with our staff and are comfortable providing regular feedback about ways to improve our services. Three of our board members, Allan Alvarez, Kaleb Heitzman and Wayne Logan, volunteer weekly at the Outreach Center, talking with many of our meal guests, and their experience informs the board as it makes decisions about these programs.

Our meal program is primarily funded by individuals, businesses, and churches in the community, which provide over \$90,000 of general operating support for the program. We have a number of groups who sponsor foods drives, which helps us keep our food costs low, including most recently: Valvoline, UK Federal Credit Union, Alpha Gamma Rho Fraternity, Daybreak Community Church, Anderson Properties and Athens Christian Church.

**5.3.3 Outreach & Inclusion Strategy**

**15 Points**

Demonstrate how the program will ensure services are available and accessible by all potential participants, especially related to language barriers for persons with limited English proficiency; persons with physical or other disabilities; and persons impacted by poverty and economic distress.

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community?

Lexington Rescue Mission is committed to making sure our services are equally accessible to all potential participants, and we have adopted a Non-Discrimination Policy that meets HUD standards. While we are a faith-based ministry, our services are open to all clients regardless of their religious affiliation.

Our community meals are open to everyone, and our guests are not required to show an ID, verify income, or participate in any other services to eat. Our Outreach Center is around the corner from a LexTran bus stop, and it is fully accessible to people with physical disabilities, with a ramp leading directly to our dining room. The building, which was a nursing home prior to our ownership, meets all the requirements of the Americans with Disabilities Act. With 39% of our guests self-reporting mental illness, we are well-equipped to welcome and serve them. Our staff complete Mental Health First Aid training through NAMI and receive training in both de-escalation skills and providing trauma-informed care.

Our meals are free-of-charge to ensure they are easily accessible to everyone who is hungry regardless of income. Erica Dominguez, our Director of Outreach Services, is fluent in Spanish, and she is available to translate for clients who are Spanish speakers. For clients who speak other languages, we will engage Access Language Solutions, which provides translation services over the phone and in person, if needed. We promote our services at community events, neighborhood fairs, mission fairs, and U.K. campus events to reach the broadest audience.

## 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.) The Program Budget will be the same for both FY21 and FY22; there will be no increases in award for Year 2 of the grant.

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 2021. It requests the allocation of all projected funding amounts (City and non-City sources) for anticipated FY 2021 program expenditures.

### **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

Agency Name **Lexington Rescue Mission**  
 Program Name **Food Services**

**FY 2021 (July 1, 2020--June 30, 2021) Total Program Budget**

		Column A Total Program Budget [= B+C]	Column B ESR Grant Funding Request	Column C Non-ESR Program Funding [A-B]
<b>1. Staff Salaries for Program</b>	# of Employees:			
<i>Full-Time (FTE)</i>	0	0		
<i>Part-Time</i>	2	67,245	<b>19,200</b>	48,045
<b>Total Salaries</b>		67,245	<b>19,200</b>	48,045
<b>3. Consultant Services</b>	\$	0		
<i>list details</i>				
<b>4. Space/Facilities</b>	\$	17,950		17,950
<i>list details</i>	Mortgage: \$2,000; Electric: \$3,000; Gas: \$200; Water and Sewer: \$900; Pest Control: \$600; Facility Security: \$950; Telephone: \$1,300; Repairs and Maintenance: \$9,000			
<b>5. Operating Expenses</b>	\$	48,300	<b>10,800</b>	37,500
<i>list details</i>	Food: \$31,000; Cleaning Supplies: \$3,000; Paper Supplies: \$12,000; General Supplies: \$300; Small Equipment: \$500; Office Supplies: \$1,500			
<b>6. Scholarships / Stipends</b>	\$	0		
<i>list details - numbers &amp; amounts</i>				
<b>7. Other</b>	\$	4,721		4,721
<i>list details</i>	Indirect expenses (organizational expenses that affect all of the Mission's programs and are allocated across each service division), such as general liability insurance, credit card fees, IT, etc.			
<b>8. TOTAL FY21 PROGRAM BUDGET</b>	\$	138,216	<b>30,000</b>	108,216
<i>(Program budget will be the same for FY22; no increase in award for Year 2 of the grant)</i>				
<b>Cost per Program Participant:</b>	\$	<u>23</u>		

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): Jim Connell

**Title:** Executive Director

**Date:** 04/02/2020



To: Todd Slatin  
Director of Central Purchasing

From: Kim Livesay  
Director of Development  
Lexington Rescue Mission

Date: July 10, 2020

Re: ESR Clarification  
Food Service

Please see our answers below regarding your Clarification Request regarding our ESR submission for Food Service funding.

1. Is your proposal still viable for implementation as originally submitted?

Yes. The Lexington Rescue Mission provides meals to anyone who is hungry. Our Outreach Center offers coffee and baked goods Monday through Saturday from 9 a.m. – 12 p.m., and a hot, nutritious lunch on Monday through Saturday from 12 to 1 p.m. When the pandemic hit in March, the number of meals we served increased by 500 from the previous month. According to the Lexington Herald Leader, “in March 2019, 408 people from Fayette County filed for unemployment. This March, 18,200 people from Lexington filed for unemployment. April’s unemployment filings have continued to climb, making Fayette County’s unemployment rate now over 25 percent of its workforce, according to city estimates based on the latest available data. ‘We have exceeded unemployment for the Great Depression of the 1930s,’ Mayor Gorton said. ‘The unemployment rate in Fayette County during that time was 24.7 percent.’” People, more than ever, are in need of food.

2. Please detail any modifications you will be making to the original submission in order to comply with the new service delivery requirements in the COVID-19 environment?

Our Outreach Center has stayed open during the entire COVID-19 crisis and has continued meal service without interruption as we have been considered a life-sustaining business.

Due to social distancing and other service delivery requirements, we have a volunteer serve coffee to our guests in disposable cups and distribute baked good items that are individually wrapped. We also serve all lunches individually in take-out containers. Water is now served bottled, rather than in refillable cups. In addition, we had to hire temporary help to fill in for vulnerable staff who either had to work from home or be furloughed.

In addition, we have added to our food service delivery during the pandemic to meet two additional needs. Our homeless guests have had fewer resources over the last few months as some of the agencies

and businesses they typically received assistance from had to close down. To ensure that these guests would have more than one meal per day, we began distributing food bags of shelf-stable food items for them to take with them that were easy to transport and easy to prepare. Also, our Outreach Center is located in the Georgetown Street corridor and we began to hear that some of the families in our neighborhood were struggling to get the food they needed so we began a Neighbor Helping Neighbor Program. We urged our neighbors to let us know if they needed assistance with food and we prepared food bags and delivered the needed items to their home.

3. Will these new modifications increase or decrease your proposed budget? Please detail any increases or decreases to your proposed budget including additional costs and/or secured funding.

These modifications will significantly increase our budget. The take-out containers alone increase our budget by nearly \$4,000 per month. In the second quarter of 2020, we had \$8,811 budgeted for food, but the actual expense was \$17,600, a variance of \$8,789. These additional expenses (take-out containers, paper coffee cups, individually wrapped utensils, bottled water, plastic baggies for individually wrapped baked goods, shelf-stable food, food for neighborhood food baskets, and temporary labor costs) have been offset by COVID-19 specific grants received from the PNC foundation (\$10,000), United Way/Blue Grass Community Foundation (\$15,000) and KY Colonels (\$5,000). However, as the cases of COVID-19 continue to rise, we expect these additional expenses to continue for the foreseeable future.