

## PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 9<sup>th</sup> day of August, 2022, 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 **URBAN LEAGUE OF LEXINGTON - FAYETTE COUNTY** with offices located 148 Dewese Street, Lexington, KY 40507, (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. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
  - A. Exhibit A – RFP # -2022
  - B. Exhibit B – Organization's Response to RFP # -2022
2. Government hereby retains Organization for the period beginning on **July 1, 2022**, and continuing for a period of two (2) years 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.
3. Government shall pay Organization the sum of **Thirty-Eight and 00/100 Dollars (\$38,000)** for Fiscal Year 2023 and **Thirty-Eight and 00/100 Dollars (\$38,000)** for Fiscal Year 2024 for the services required by this Agreement, said services being more particularly described in Exhibits A and B, one-fourth (1/4<sup>th</sup>) of which shall be payable in

September 2022 or shortly thereafter upon receipt of an **invoice** (for July through December 2022), with one-eighth (1/8<sup>th</sup>) payable each quarter thereafter upon submission of a quarterly invoice and a detailed quarterly program report. **Quarterly invoices and detailed program reports shall be submitted by January 20<sup>th</sup>, 2023, April 21<sup>st</sup>, 2023, July 24<sup>th</sup>, 2023, October 20<sup>th</sup>, 2023, January 26<sup>th</sup>, 2024, and April 19<sup>th</sup>, 2024. A two-year-end program report shall be submitted by July 19<sup>th</sup>, 2024.** 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.

4. 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.

5. Organization shall perform all duties and services included in Exhibits 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 Exhibits A and Band 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

6. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations,

causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

7. 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.

8. 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 Exhibits A and B attached hereto.

9. 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.

10. 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.

11. 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.

12. 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.

13. This instrument, and additional documents attached hereto, 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.

14. 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.

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

For Organization:

Urban League of Lexington-Fayette County  
148 Deweese Street  
Lexington, KY 40507

Attn: Annissa M. Franklin

For Government:

Lexington-Fayette Urban County Gov.  
200 East Main Street  
Lexington, Kentucky 40507

Attn: Kacy Allen-Bryant, 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

URBAN LEAGUE OF LEXINGTON –  
FAYETTE COUNTY

BY: Linda Gorton  
Linda Gorton, Mayor

BY: [Signature]  
Title: Board Chair

ATTEST:

Marlene Stock  
Clerk of the Urban  
County Council



**PROPOSAL SUBMITTAL FORM**

**Agency Information**

Agency Name: Urban League of Lexington - Fayette County

Mailing Address: 148 Deweese Street, Lexington, KY 40507

Street Address: 148 Deweese Street, Lexington, KY 40507

Phone: (859) 233 - 1561

Is your Agency registered with the IRS as a 501(c)3 organization?  Yes  No  
*Note: Agencies **must** be registered with the IRS as a 501(c)3 organization to be eligible for ESR Program funding.*

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

Website Address: www.ullex.org

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):  
P.G. Peoples, Sr., President/CEO, 859-233-1561, PG@ullexfay.org

Person Completing Application (Name, Title, Phone, Email):  
Annissa M. Franklin, CAO, 859-233-1561, Annissa@ullexfay.org

**Program Information**

Name of program for which funds are being requested: MADE: Motivated All Day Everyday

Total Funding Amount Requested: \$ \$50,000

**RFP #2-2022 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.

Through February 2022, there were 11 victims (under 21) of homicide or assault with a firearm. There were 8 in 2021 and 8 in 2020. Mapping in 2020 showed 79% of the violence occurred in North Lexington and were overwhelmingly male. Still 80% of 155 MADE students had held a gun, 93% knew someone who had been shot or killed, and 47% had been arrested.

MADE, the Urban League's violence prevention program for at-risk students, targets low-income, middle and high school students of color. Data shows that Black and Brown students are the majority offenders, their graduation rate is 11% below their White and Asian peers, and account for 61.8% of school discipline referrals - of which 68.3% are males. Without a diploma/GED, youth are susceptible to crime, and "face increased chances of unemployment and poverty, which are also major contributors to the factors behind committing a crime."

We partner with the school district, One Lexington and OMAC. This provides a seamless transition between grade levels, service delivery, and continuity of adult mentorship. Our students are "...looking for ways to understand and express their masculinity. Many of them, unfortunately, have no father or consistent male role model in their lives. Yet television, movies and music videos provide more models than needed of violent male behavior, posture and accouterments." This is how MADE fits within the system; providing a constant role model with street-sense, supporting academic performance, providing cognitive behavioral therapy, from middle school to graduation.

### 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.

**COGNITIVE BEHAVIORAL THERAPY** –Students meet weekly for a one-hour, group therapy sessions with the MADE Director, Licensed Clinical Social Worker, and school support staff. Lessons are focused on social and emotional learning. Traumatic events thwart the planned lesson to help students process their feelings and identify other solutions. The National Institute of Justice says CBT addresses violence by helping students: become more aware of thoughts and feelings; understand the connection to unlawful behavior; and find new ways of thinking. These skills are known to decrease negative behaviors and disciplinary actions.

**EDUCATIONAL COMMITMENT** –Evidence shows that "students with the highest truancy rates have the lowest academic achievement rates, and because truants are the youth most likely to drop out of school, they have high dropout rates as well." Therefore, we monitor grades, attendance, and behavior weekly before CBT and work with teachers on make-up assignments, missed learning, tutoring, assist with summer school and credit recovery programs, and encourage parent engagement.

**PROVIDE MENTORS** - "For those youth who have a family member in jail or just grow up around maladaptive behavior, such as violence, abuse, and disrespect to authority, these actions are engrained into their minds as normal and automatic, simply 'part of life.'" Staff and mentors provide 24-hour access and make a multi-year commitment. Mentors within the schools are reminders to make better choices, focus on education, and reiterate lessons learned in group therapy. Mentors are another protective factor.

5 Points

### 5.1.3 Client Eligibility and Requirements

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.)

MADE middle and high school students are identified by their families or school staff based on their lack of performance in the classroom and increased participation in negative behaviors such as gang involvement, being suspended, and poor attendance. No students is turned down from participating in this free program.

Participants are expected to attend 75% of MADE cognitive behavioral therapy sessions. They are expected to make improvements with school attendance (i.e. excused absences over unexcused, reduce in/out-of-school suspensions and classroom removals, and make improvements in school conduct). Students are expected to improve academically (decreases the number of Ds and Fs on weekly grade checks, and improve GPA). Students are expected to decrease unsavory activities like gang involvement, carrying weapons, drug use, using defamatory language, and breaking curfew (set by parents, school, and local laws).

MADE works. Annually, we observe decreases in negative behaviors and academic improvements. In school year 2022, 11 of 24 seniors graduated early and with a 3.0+ GPA. Of 163 students, 116 (71%) are passing all classes with 64% making academic progress in the last six months. Fifty-four students (33%) made the honor roll in December 2021. We believe the extra attention and support, mentors, goal-setting, counseling, motivation, and peer support are helping them to focus on being successful; choosing a positive lifestyle over what our director calls a "death-style."

10 Points

### 5.1.4 Evidence-Based/Best Practice

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.

Best practices most utilized are from the Center for Disease Control and the Phoenix Curriculum. All emphasize Cognitive Behavioral Therapy because it teaches youth to slow down their decision-making processes, and be less impulsive. Notably, CBT "delivered weekly hour-long group sessions to at-risk male youth for one to two school years" see arrests decrease by 12% and youth were 9% more likely to graduate high school on time." The CDC reports that CBT is also effective in decreasing depression, anxiety, post-traumatic stress disorder and other trauma symptoms in children and teenagers.

Mentoring is another best practice. The CDC notes that youth with caring adult relationships are less likely to be involved in negative behaviors including crime and violence. Benefits include increased graduation rates, healthier relationships and lifestyle choices, better self-esteem, self-efficacy, and improved behavior.

We also utilize the Cycle of Change which helps participants see their progress in making positive changes. It includes: Pre-Contemplation – no intentions of changing their behavior; Contemplation – aware the problem exists but have no commitment to action; Preparation – intent on taking action to address the problem; Action – active modification of the behavior; Maintenance – sustained change and new behaviors replace the old; and Relapse. Other implemented best-practice models include street outreach that connects families with social services and mediate conflicts. This component has led to 38% reduction in gang-related homicides at 24 months (Cincinnati) and drop in homicides for youth ages 15–24 (Indianapolis). Staff/mentors make home visits and are onsite during and after trauma.

## 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?

MADE students will develop a positive self-belief and self-regulation skills. Our service philosophy is that each student is capable; capable of learning and growing with the right scaffolding. Success is measured by increasing positive behaviors that offset risk factors for violence.

Outcome 1: Increased skills in communication, emotional regulation, problem solving, conflict resolution, and impulse control. Successful completion is attending 75% of weekly sessions in the school year. Other Indicators: • 83% gain/use conflict resolution skills, anger management, problem solving, and effective communication. • 60% make progress through the Theory of Change and pre/post assessments • 50% decrease negative activities in/outside the classroom

Outcome 2: Increased positive adult/mentoring relationships that offset the negative imagery students experience in their communities and media platforms. Completion is meeting with the caring adult weekly for 55% of the year. Other indicators: • 51% make progress on their individual development plan with mentor coaching • 33% participate in enrichment activities with mentors

Outcome 3: Increased graduation rates and improved academic performance. Service is complete when students achieve no Fs during reporting period. Other indicators: • 85% of seniors graduate high school within 5 years • 83% improve school attendance • 65% decrease the number of D's and F's at the end of two grading periods • 50% parents engage in their student's academic achievement • 33% participate in academic support activities

### 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.)

The MADE family is the difference between life and death. MADE negates cognitive distortions, improves behavior, and emotional responses leading to less youth violence in our community yielding a better educated workforce, increased earning potential, less demand on social services, and improved quality of life.

Quinten joined MADE when he was 12. For six years he participated in all the program components. Because of that scaffolding "Q" graduated from Bryan Station High School with a full scholarship to play football at Eastern Kentucky University. Today, he is a senior expecting to graduate on time.

"I got youth going away to big colleges, who they thought would never even finish school let alone get a scholarship to a major university, while others who were known most of their school years for fighting and being disruptive in class are now going into the military to fight and protect us and our country."

In school year 2021, 119 of 154 participants attended 75% of CBT sessions, 97% decreased unexcused absences, and 116 decreased Ds and Fs on two or more grading periods. Through service-learning projects, students delivered essential items to the homeless, and packed relief items for Hurricane victims. MADE director said, "We understand that when the youth invest in their communities it makes it much harder for them to destroy it and the others that live in it."

10 Points

### 5.2.3 Data Assessment & Quality Improvement

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.**

CBT sessions teach conflict resolution, anger management, active listening, mediation, and self-efficacy. These skills help youth "establish healthy relationships, prevent youth violence, set them up for good employment, and generally be more successful in life." We consider the methods effective when 83% of 150 students gain these skills. A pre/post assessment from The Youth Risk Behavior Surveillance System is given to all participants at the beginning and end of each semester (Aug – Dec, Jan – May) to monitor peer conflict and aggressive behaviors. We're successful when the majority have made improvements. If not, we analyze individual responses to identify what needs to be enhanced or replaced. Annually, we assess their Theory of Change progress and design a specific plan for that student to succeed.

MADE weaves positive adult/teen relationships that empower students to reach their individual goals. The youth sets an individual development plan with SMART goals. The mentor coaches the student in achieving those goals. Tracking student progress quarterly on their IDP indicates if the mentorship is working. If not, a new connection is made.

Academically, we evaluate the change in academic standing. Grades are monitored weekly prior to group therapy and at the end of the grading period. Our overall assessment is based on 2 consecutive progress reports during the school year by all students. Seniors are evaluated at the end of summer school. Parent engagement is measured twice through-out the school year through self and mentor reports.

## 5.3 Capacity & Sustainability

5 Points

### 5.3.1 Staff Qualifications & Experience

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.

Logan Avritt is the director of MADE. Avritt has real-world experiences with gang activity, negative behaviors, several identified Center for Disease Control risk factors for youth violence, and has served 10 years in prison. Upon his release in 2008, he came to Kentucky and started working with his uncle to help students with credit recovery. Shortly thereafter, MADE was created and though endorsed by the school system, they could not hire him because of his background. Fourteen years later Logan is still employed by the Urban League to lead MADE within 12 participating schools, provide clear direction, provide motivation, social and emotional support to students and families, build soft skills in students, provide career exposure to students, provide cultural activities, mentor and train mentors, and educate the community about the challenges MADE students face.

Quincy Murdock, is a former University of Kentucky football player, Freedom Writer teacher, works in Fayette County Public Schools and has a Masters in Social Work and is a Licensed Clinical Social Worker. Quincy has been working with the MADE program since inception in 2008. He provides the therapy part of this dynamic team including social and emotional learning, cognitive behavioral therapy, motivational enhancement therapy, monitors movement on the theory of change, recruits volunteers, and assists with data tracking.

### 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.

As a community, the Racial Justice and Equality (RJE) report indicates we want to educate students and prepare them for life-long learning. The scope of work for this proposal includes addressing learning loss, youth violence prevention, and mentorship. All of these are addressed through MADE.

Coming from distressed homes, MADE students are entering classrooms plagued by traumatic experiences. In addition to impacting behavior, trauma is wreaking havoc on their ability to learn. Berkley says that children who have been exposed to repeated trauma "suffer from other social, psychological, cognitive, and biological issues, including difficulty regulating their emotions, paying attention, and forming good relationships—all of which make it very difficult for a child to succeed in school." MADE helps students maneuver through traumatic experiences through cognitive behavioral therapy, teaching social skills, life skills, providing mentors, and helping significantly reduce violent acts of aggression and retaliation. MADE mentors, especially those in the school system, remind students to implement the lessons learned, be resilient, in control of their actions, and remember they are important, cared for, and loved.

Locally, MADE has a formal agreement with Fayette County Public Schools and informal agreements with Kentucky State University, One Lexington, and OMAC. Currently, MADE is supported by United Way of Bluegrass and the Kenan Charitable Foundation. The current grants expire June 30, 2022. Board members help with fundraising for all UL programs through personal and corporate gifts. Committed operational resources include our Chief Administrative Officer and Account Executive.

### 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? How does your proposal support or enhance the recommendations made by the Mayor's Commission on Racial Justice & Equality?

MADE is active in 12 Fayette County Public Schools including: Bryan Station Middle, Winburn, LTMS, Leestown, Crawford, Jesse Clark, Bryan Station High, Douglass, MLK Academy, Tates Creek, Dunbar, and Lafayette. Our hope is to be available in all middle and high schools should funding and staffing allow.

Students are identified by school staff and family members. All are accepted. Initially the program was for males but data indicated female groups were needed. Partnering with FCPS, MADE meets ADA accessibility factors and have access to translators and headsets for real-time translation. Co-facilitator Murdock works in the schools and implements inclusionary practices for special needs like autism, low-vision, ELL students, hearing impaired and other special needs. Inclusion also taps into using inclusive language, increasing cultural sensitivity, planned seating, timeouts, devices for enlarged text, small group work, changing teaching methods – not always lecturing, allowing students the flexibility to learn how they do it best (sitting, writing, walking, fidget spinners, etc).

MADE falls under the RJE Education Committee and focuses on recommendation #5: • MADE "promotes collaborative partnerships to support student learning, enriches educational experiences, and prepares students to excel as successful citizens in a global society (p16)." • MADE reduces high-risk behaviors, improves classroom behavior, reduces illicit drug use, promotes physical health, provides early job and skills training through volunteerism, instills positive work ethics and values, and encourages goal setting and future educational planning (p20). • MADE meets the need to increase minority males in the school system (p21).

## 6.0 Program Budget Summary Form Instructions

Proposal Submittal shall be considered incomplete and shall be rejected without completed Budget Summary Form. (Including total amount of ESR grant request for the first year of the cycle, Fiscal Year 2023.)

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 2023. It requests the allocation of all projected funding amounts (City and non-City sources) for anticipated FY 2023 program expenditures. The allocation for FY 2024 shall be the same as FY 2023.**

### Total Program Budget

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

### ESR Grant Funding Request

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

### Non-LFUCG Program Funding

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

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

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

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

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

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

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

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

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

**PROGRAM BUDGET SUMMARY** Budget for Year One (FY2023) of Cycle; Budget for Year Two (FY2024) to be the same

Agency Name Urban League of Lexington - Fayette County  
 Program Name MADE (Motivated All Day Everyday)

**FY2023 (July 1, 2022-June 30, 2023) Total Program Budget**

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

Column A Total Program Budget [= B+C]	Column B ESR Grant Funding Request	Column C Non-ESR Program Funding [A-B]
---	--	--

**1. Staff Salaries for Program**

# of Employees:

Full-Time (FTE)	1	7,000		7,000
Part-Time	0	0		
<b>Total Salaries</b>		<b>7,000</b>	<b>0</b>	<b>7,000</b>

**3. Consultant Services**

\$	33,700	20,000	13,700
----	--------	--------	--------

*list details*

The MADE director is paid on an annual contract basis. He receives \$35/hour for 688 school year hours and 132 summer school hours.

**4. Space/Facilities**

\$	0	0	
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*list details*

**5. Operating Expenses**

\$	30,000	30,000	0
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*list details*

General office supplies, copies, food security, workforce development needs (clothes, transportation, and required shoes). Grade and behavior incentives, program t-shirts, graduation gift, copies, backpacks, school supplies, they can earn a trip to the Muhammad Ali Center or African American Museum. Students also receive MADE t-shirts.

**6. Scholarships / Stipends**

\$	0		
----	---	--	--

*list details - numbers & amounts*

**7. Other**

\$	0		
----	---	--	--

*list details*

**8. TOTAL FY22 PROGRAM BUDGET**

\$	75,700	50,000	20,700
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**Cost per Program Participant: \$471**

**Brief detail on Cost per Participant:**

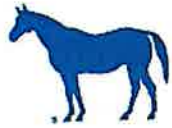
150 students receive 39 hours of in-school CBT (\$204,750). School supplies, case and volunteer mgmt, rewards incentives.

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):** Shannon L. Brooks

**Title:** Account Executive

**Date:** 03/03/2022



**LEXINGTON**

**RFP-2-2022**

**Urban League of Lexington - Fayette County  
Supplier Response**

**Event Information**

Number: RFP-2-2022  
Title: ESR Childhood & Youth Development  
Type: Request For Proposal  
Issue Date: 1/28/2022  
Deadline: 3/7/2022 02:00 PM (ET)

**Contact Information**

Contact: Todd Slatin  
Address: Central Purchasing  
Government Center Building  
Room 338  
200 East Main Street  
Lexington, KY 40507  
Phone: (859) 2583320  
Fax: (859) 2583322  
Email: [tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)



## Urban League of Lexington - Fayette County Information

Address: 148 DeWeese Street  
Lexington, KY 40507  
Phone: (859) 233-1561 x2226  
Fax: (859) 233-7260  
Email: [RSVP@ullexfay.org](mailto:RSVP@ullexfay.org)  
Web Address: [www.ullex.org](http://www.ullex.org)

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Annisa M. Franklin

*Signature*

*Submitted at 3/3/2022 3:18:20 PM*

[Annis@ullexfay.org](mailto:Annis@ullexfay.org)

*Email*

## Response Attachments

**Signed RFP #2-2022 Childhood and Youth Development.pdf**

Signed RFP #2-2022

**RFP #2-2022 CYD Proposal Submittal Form Fillable - AMF.pdf**

Proposal CYD: Urban League's MADE program



# Lexington-Fayette Urban County Government

## Request for Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #2-2022 Childhood & Youth Development – 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 **March 7, 2022**.

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 **February 7<sup>th</sup>, 2021 at 11:00AM EST** via Zoom (see section 3.1 in Scope of Work document for meeting link).

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 workforce 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, Porter G. Peeples, Sr., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Porter G. Peeples, Sr. and he/she is the individual submitting the proposal or is the authorized representative of Urban League of Lexington – Fayette County, 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.




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STATE OF           Kentucky          

COUNTY OF           Fayette          

The foregoing instrument was subscribed, sworn to and acknowledged before me by           Porter G. Peeples, Sr.           on this the   25<sup>th</sup>   day of   February  , 2022.

My Commission expires:   September 1, 2025  



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NOTARY PUBLIC, STATE AT LARGE  
Notary #KYNP34758



## 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.

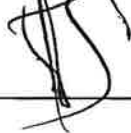
Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

### 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



Urban League of Lexington – Fayette County

Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Urban League of Lexington – Fayette County

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																	
Professionals	4					1	3									1	3
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	1					0	1									0	1
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>	<b>5</b>					<b>1</b>	<b>4</b>									<b>1</b>	<b>4</b>

Prepared by: Annissa M. Franklin, MS, Chief Admin Officer  
(Name and Title)

Date: 02/ 25/ 2022

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.

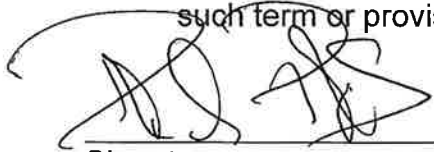
#### B. At Will Termination

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

February 25, 2022  
Date



Lexington-Fayette Urban County Government  
Request for Proposals

**Extended Social Resources (ESR) Grant Program**  
**Priority Area: Childhood & Youth Development**

**Purpose**

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

**Eligibility**

- Eligible Responders shall be a non-profit 501(c)3 organization with a physical presence in Lexington-Fayette County
- Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on [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 March 7<sup>th</sup>, 2022.**

**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 2023 and 2024 (July 1, 2022 – June 30, 2024), and will award grants between the four Funding Priorities, which each have separate required Proposal Submittals and criteria, and awarded on an approximate scale, listed below.

### **Funding Priority Area: Childhood & Youth Development**

Projected funding is approximately \$650,000 of total ESR Grant Program Community Based Initiatives Award. This amount is subject to change upon Council ratification of the Fiscal Year 2023 Budget.

LFUCG seeks to strengthen and enhance **Childhood and Youth Development** by supporting programs and services for early childhood through teenage populations (birth through 18 years old). These programs would include, but not be limited to: **addressing student learning loss (specifically kindergarten through 12<sup>th</sup> grade), youth violence prevention, and mentorship**. 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") ESR funding for FY2023 & 2024 (July 1, 2022 – June 30, 2024). 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, 2022 through June 30, 2024.

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

The Department of Social Services conducted a meeting on January 20<sup>th</sup>, 2022 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 **March 7<sup>th</sup>, 2022 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 (March 7<sup>th</sup>, 2022). 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 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 February 21<sup>st</sup>, 2022 at 2:00 PM EST**

## 3.0 FUNDING PROCESS

### 3.1 Timeline

This Request for Proposals is being released on **January 28<sup>th</sup>, 2022**, and is made available to the public and all potentially eligible applicants. **An informational and question and answer meeting will be held on Zoom on February 7<sup>th</sup>, 2022 at 11 AM EST**

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

**Meeting ID: 847 7009 1340**

**Passcode: 394317**

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, March 7<sup>th</sup>, 2022**, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation in March and April 2022 immediately following the proposal due date, with the intention to make funding announcements approximately in late April, 2022. 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, 2022. 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 March 7<sup>th</sup>, 2022 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: Childhood and Youth Development

Projected funding is \$650,000 of ESR Grant Program – Community Based Initiatives

LFUCG seeks to strengthen and enhance **Childhood and Youth Development** by supporting programs and services for early childhood through teenage populations (birth through 18 years old). 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 shall consist of an intentional, pro-social approach that engages youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances youths' strengths; and promotes positive outcomes for young people by providing opportunities, fostering healthy relationships and supporting positive leadership.

These programs may address one or more of the following areas, but shall not be limited to:

- Affordable access to early care & education for children under 5 years of age
- Development services focusing on life skills, social skills, employment mentoring, enrichment, language tutoring, & leadership skills
- Services focused on Kindergarten readiness
- Parental, caregiver, & kinship resources and support
- Improving reading & math proficiency
- Reducing poverty rates among children & youth
- Services for limited English language learners & for overcoming cultural barriers
- Transportation access for child & youth programming
- Addressing student learning loss (*specifically kindergarten through 12<sup>th</sup> grade*)
- Youth Violence Prevention
- Mentorship

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? How does your proposal support or enhance the recommendations made by the Mayor's Commission on Racial Justice & Equality?

## 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 FY23 ESR grant request.)**

**Budget Form will be for Fiscal Year 2023 ESR Request only. Funds awarded for Fiscal Year 2024 shall be the same amount as awarded for Fiscal Year 2023,** and contingent on Council approval of the Fiscal Year 2024 budget.