

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 29th day of August, 2024, 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, **NEW BEGINNINGS, BLUEGRASS, INC.** with offices located 1353 West Main Street, Suite 100, 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. 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 #21-2021
 - B. Exhibit B – Organization's Response to RFP #21-2024
2. Government hereby retains Organization for the period beginning on **July 1, 2024**, 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 **One Hundred and Sixty Thousand 00/100 Dollars (\$160,000)** for Fiscal Year 2025 and **One Hundred and Sixty Thousand 00/100 Dollars (\$160,000)** for Fiscal Year 2026 for the services required by this Agreement, said services being more particularly described in Exhibits A and B, one-fourth

(1/4th) of which shall be payable in September 2024 or shortly thereafter upon receipt of an **invoice** (for July through December 2024), with one-eighth (1/8th) 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 17th, 2025, April 18th, 2025, July 25th, 2025, October 17th, 2025, January 16th, 2026, and April 17th, 2026. A two-year-end program report shall be submitted by July 24th, 2026.** 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 2 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 B 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

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 & 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:

New Beginnings Bluegrass
1353 W. Main St.
Lexington, KY 40508
Attn: Christy Shuffett

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

BY: Linda Gorton
Linda Gorton, Mayor

NEW BEGINNINGS, BLUEGRASS, INC.

BY: Christy Shuffett
Title: 07/15/2024

ATTEST:

Mackenzie Stock
Deputy Clerk of the Urban
County Council

Exhibit A



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **#21-2024 Mental Health – Extended Social Resources (ESR) Grant Program** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **April 25, 2024**. All forms and information requested in RFP #21-2024 must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

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

SELECTION CRITERIA:

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

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

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

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

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

1. His/~~her~~ name is Christy Shuffett and he/~~she~~ is the individual submitting the proposal or is the authorized representative of New Beginnings Bluegrass, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

Christy Shufflett
STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Christy Shufflett on this the 15th day
of July, 2024

My Commission expires: May 31, 2026

Bryan E. Adams
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Christy Shuffett
Signature

New Beginnings Bluegrass
Name of Business

New Beginnings Bluegrass, Inc.
Affirmative Action Plan

Adopted July 26, 2024

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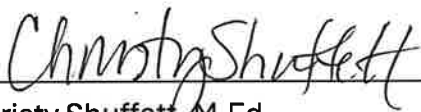
Introduction

At New Beginnings Bluegrass, we are committed to fostering an inclusive and equitable workplace. Our Affirmative Action Plan (AAP) establishes a comprehensive framework to ensure fair treatment for all employees and applicants. We are dedicated to promoting diversity and equal opportunities across all aspects of our employment practices. This plan not only ensures compliance with Equal Opportunity Employment (EEO) laws and regulations but also includes proactive measures to address underrepresentation and enhance diversity throughout our organization.

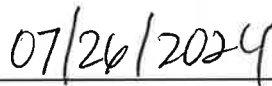
The scope of our AAP encompasses all facets of employment practices, including recruitment, hiring, training, promotion, disciplinary action, compensation. Our aim is to reflect the diversity of the communities we serve and to support the professional growth and well-being of our employees.

As the Executive Director and EEO Coordinator, I am responsible for overseeing adherence to EEO principles and fostering a workplace environment that champions diversity, equity, and inclusion. In this role, I manage the implementation of our EEO policies and the AAP, collaborating with management to promote fair employment practices across the agency. I am committed to creating and maintaining an inclusive culture where every employee is treated with respect and provided with equal opportunities for professional growth and advancement. Additionally, I act as the primary liaison with regulatory agencies on EEO matters, ensuring compliance with relevant laws and regulations. Together with the leadership team, I strive to uphold the highest standards of EEO to enhance our organization’s effectiveness and success in serving our community.

If an employee or applicant believes they have experienced discrimination, they should report the incident promptly to their supervisor, any member of management, or directly to me as the EEO Coordinator. Alternatively, they may also report concerns to the Board of Director’s liaison. We will conduct a thorough investigation while maintaining confidentiality. Allegations of discrimination or harassment will be investigated confidentially and expediently, and appropriate action, which may involve disciplinary measures, corrective actions, or additional training to uphold our commitment to an inclusive and respectful workplace.



Christy Shuffett, M.Ed.
Executive Director



Date

Policy Statements

Equal Employment Opportunity (EEO)

At New Beginnings Bluegrass, we recognize that diversity enriches our work and fosters an inclusive environment where all employees can excel. We are dedicated to ensuring that all employment practices are free from discrimination and reflect our dedication to fairness and equity. We provide equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, national origin, age, marital status, disability, perceived or actual sexual orientation or gender identity, military status, pregnancy or childbirth, veteran status, or any other protected class under federal, state, or local laws. This commitment extends to all aspects of employment, including recruitment, hiring, promotions, training, working conditions, compensation, and benefits.

Affirmative Action (AA)

At New Beginnings Bluegrass, we are committed to cultivating a diverse and inclusive work environment where every individual is valued and has equal opportunities for growth and success. We are committed to providing equal employment opportunities to all individuals regardless of race, color, creed, national origin, age, marital status, disability, perceived or actual sexual orientation or gender identity, military status, pregnancy or childbirth, veteran status, or any other protected class under federal, state, or local laws. This policy ensures that all employment decisions, including recruitment, hiring, promotion, compensation, and other employment practices, are made based on merit and qualifications. We actively seek to address any underrepresentation in our workforce and take proactive steps to promote diversity and inclusivity. Our Affirmative Action Plan is designed to identify and eliminate barriers to equal employment opportunities, and we are committed to continuous evaluation and improvement of our practices to uphold the principles of fairness and equity throughout our organization.

Non-Discrimination

At New Beginnings Bluegrass, we are committed to ensuring that all employment practices are conducted without discrimination. We uphold a policy of non-discrimination in all aspects of employment, including recruitment, hiring, training, promotion, compensation, and termination. We do not discriminate based on race, color, creed, national origin, age, marital status, disability, perceived or actual sexual orientation or gender identity, military status, pregnancy or childbirth, veteran status, or any other protected class under federal, state, or local laws. Our goal is to create a work environment where all individuals have equal opportunities and are treated with fairness and respect. We are dedicated to upholding these principles and ensuring that every employee and applicant is given a fair chance to succeed and contribute to our organization's mission.

Harassment

At New Beginnings Bluegrass, we are committed to maintaining a work environment that is free from harassment in all forms. Harassment, including sexual harassment, and any conduct based on race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, or any other protected characteristic, is strictly prohibited. This policy applies to all employees,

volunteers, contractors, and individuals conducting business with the organization. We expect everyone to conduct themselves in a professional manner and treat others with respect and dignity. Any form of harassment, including unwelcome or offensive behavior, comments, or actions, is unacceptable and will be addressed promptly. Employees who experience or witness harassment are encouraged to report their concerns immediately to their supervisor, the designated EEO Coordinator, any other member of management, or the Board Ombudsman. We are committed to investigating all reports of harassment thoroughly and confidentially and will take appropriate corrective action to address and resolve issues. Retaliation against anyone who reports harassment or participates in an investigation is strictly forbidden and will result in disciplinary action. By adhering to this policy, New Beginnings Bluegrass aims to ensure a safe and respectful workplace for all.

Retaliation

At New Beginnings Bluegrass, we uphold a strict policy against retaliation of any kind. We are committed to ensuring a workplace where employees feel safe to raise concerns or report instances of discrimination, harassment, or other violations of our Affirmative Action Plan (AAP) without fear of adverse consequences. Retaliation against individuals who report misconduct, participate in investigations, or engage in related activities is strictly prohibited and will not be tolerated. Any employee who experiences or witnesses retaliation should promptly report it to their supervisor, the designated EEO Coordinator, or the Board Ombudsman. All reports of retaliation will be taken seriously, thoroughly investigated, and addressed promptly to protect the integrity of our workplace and our commitment to fairness and equity.

Reasonable Accommodation

At New Beginnings Bluegrass, we are committed to providing reasonable accommodations to ensure that all individuals have equal access to employment opportunities. We will make accommodations for qualified individuals with disabilities, as well as for individuals with sincerely held religious beliefs, unless doing so would impose an undue hardship on the organization. Requests for accommodations should be directed to the Executive Director, where we will work collaboratively with the individual to determine effective and feasible solutions. This policy ensures that all employees and applicants have the support they need to perform their job duties effectively and to participate fully in our workplace. We are dedicated to maintaining an inclusive environment where everyone's needs are recognized and addressed in a manner that supports both individual and organizational success.

Affirmative Action Responsibilities

All employees at New Beginnings Bluegrass have a crucial role in upholding the principles of our Affirmative Action Plan (AAP). It is each employee's responsibility to support and adhere to the policies outlined in the AAP, which includes promoting an inclusive and equitable work environment.

Equal Employment Opportunity Coordinator

The Executive Director, as the EEO Coordinator, is responsible for overseeing the implementation of EEO policies and the Affirmative Action Plan. This includes, but is not limited to, the following:

- **Implementing Affirmative Action Plans (AAP)**
 - Effectively communicate the AAP and EEO/AA policies and procedures both internally to staff and externally to stakeholders.
 - Training: Coordinate and conduct training and orientation programs to educate employees on EEO/AA policies and practices.
- **Monitoring and Compliance**
 - Implement systems to audit EEO/AA practices and maintain accurate records to evaluate the effectiveness of the AAP.
 - Collect and analyze employment data to identify improvement areas and track progress toward diversity and inclusion goals.
 - Stay updated on EEO laws and regulations, ensuring that organizational policies and practices remain compliant.
- **Recruitment and Outreach**
 - Lead initiatives to recruit and retain a diverse workforce, focusing on women, minorities, individuals with disabilities, and veterans.
 - Partner with community organizations that support diverse populations to attract qualified candidates from underrepresented groups.
- **Investigation and Resolution**
 - Promptly and fairly address EEO complaints and grievances, maintaining confidentiality and compliance with legal procedures.
 - Mediate EEO-related disputes and recommend corrective actions to prevent recurrence and ensure a respectful workplace.
- **Policy Development and Review**
 - Develop, revise, and implement EEO/AA policies and procedures to meet legal requirements and align with organizational goals.
 - Ongoing Review: Regularly update policies to incorporate changes in laws, regulations, and best practices related to EEO and affirmative action.
- **Reporting and Communication**
 - Regularly update senior management and the Board of Directors on EEO/AA efforts, progress towards goals, and compliance issues.

- Employee Communication: Promote EEO/AA compliance and diversity initiatives to employees, fostering a culture of inclusiveness and fairness throughout the organization.
- **Continuous Improvement**
 - Regularly assess the effectiveness of EEO/AA programs using feedback mechanisms, surveys, and performance metrics.
 - Recommendations: Propose improvements based on data analysis and feedback to advance diversity, equity, and inclusion within the organization.

Managers and Supervisors

Managers and supervisors are key to implementing EEO and AAP policies. They ensure their teams adhere to these policies, provide training, address discrimination or harassment issues, and support diversity in hiring and promotions. They are responsible for the following:

- **Policy Implementation**
 - Ensure all team members are informed about EEO and AAP policies and any updates, integrating these policies into all team operations, including recruitment, hiring, training, promotion, and performance evaluations.
 - Provide training sessions to educate team members on their responsibilities under these guidelines and monitor team activities to ensure compliance.
 - Address deviations from policies promptly, implementing corrective actions as needed, and encourage open communication and feedback to foster an inclusive workplace.
- **Fair Treatment**
 - Ensure equitable treatment of all team members in daily interactions and decisions, mitigating biases in evaluations, task assignments, and resource allocation.
 - Foster a respectful and inclusive environment where differences are valued, and address conflicts impartially, treating all parties with respect and dignity.
- **Training Participation**
 - Actively engage in diversity training sessions and workshops, seeking advanced opportunities to enhance knowledge in EEO practices and leadership.
 - Lead by example, understanding legal requirements and organizational standards, and implement inclusive practices in daily interactions.
 - Foster open dialogue on DEI topics among team members, linking these discussions to team dynamics and organizational goals.
- **Issue Resolution**
 - Promptly investigate and address concerns of discrimination, harassment, or unequal treatment, providing support and guidance to affected employees.
 - Encourage reporting of incidents, ensure protection against retaliation, and take corrective actions based on findings.
 - Implement preventive measures such as additional training or policy revisions, follow up to ensure satisfactory resolution, and maintain detailed records of all related complaints and resolutions.

- **Barrier Identification**
 - Work with the EEO Coordinator to identify barriers to EEO within the team.
 - Analyze workforce demographics and employment data to detect disparities based on race, gender, age, disability, or other protected characteristics.
 - Foster open dialogue on EEO barriers and potential solutions and propose strategies to remove these barriers and enhance inclusivity.
- **Talent Development**
 - Promote the professional growth of all team members with an emphasis on diversity and inclusion.
 - Mentor and advocate for diverse employees, helping them achieve their career objectives.
 - Recommend training, leadership opportunities, and advancement paths to support diverse talent within the organization.

Employees

Employees are expected to follow EEO and AAP policies, engage in respectful behavior, participate in training, and report any concerns about discrimination or harassment. Their roles include, but are not limited to, the following:

- **Policy Adherence**
 - Adhere to guidelines outlined in the EEO/AAP policies during daily work activities.
 - Seek clarification from supervisors or EEO Coordinator if unsure about policy interpretations.
- **Respectful Behavior**
 - Demonstrate respect and consideration for colleagues' backgrounds, perspectives, and contributions.
 - Promote a positive work environment by upholding the principles of diversity and inclusion in daily interactions.
- **Training Engagement**
 - Attend and actively participate in the agency's diversity and inclusion training sessions.
 - Apply knowledge and skills acquired from training to foster a more inclusive and respectful workplace environment.
- **Reporting**
 - Promptly report any incidents or observations of discrimination, harassment, retaliation or other unfair treatment to the EEO Coordinator, any other member of management, or the Board Ombudsman.
 - Provide detailed and factual information regarding the incident or concern, including dates, times, witnesses (if any), and specific actions or behaviors observed.
 - Cooperate fully with any investigations conducted by the organization into the reported incident, including providing additional information or participating in interviews if required.

- **Supportive Actions**

- Actively support diversity and inclusion initiatives within the organization.
- Respect and value the diverse perspectives and backgrounds of colleagues.

- **Professional Growth**

- Stay informed about updates and changes in EEO laws, regulations, and best practices through ongoing education and professional development.
- Seek feedback from supervisors and colleagues regarding EEO-related practices and seek opportunities for improvement.
- Set professional development goals that align with EEO principles and contribute to a diverse and inclusive work environment.

Workforce Analysis for New Beginnings Bluegrass (NBBG)

Job Category	Total	Gender		Race	Ethnicity	Disability Status
		Male	Female			
Administrator	2	50%	50%	100% White	100% non-Hispanic	0%
Professional	5	40%	60%	100% White	100% non-Hispanic	0%
Supervisor	1	0	100%	100% White	100% non-Hispanic	0%
Office/Clerical	2	0	100%	50% White 50% Black	100% non-Hispanic	0%
Maintenance	1	100%	0%	100% White	100% non-Hispanic	0%

Current Observation

Our workforce currently lacks diversity, with a predominance of White employees and no representation of individuals with disabilities.

- **Total Employees:** NBBG employs 11 individuals in total across 5 different job categories.
- **Gender Distribution:** There are 3 males and 8 females in total across all job categories.
- **Race Distribution:** The workforce predominantly consists of White individuals, with one Black female in office/clerical staff.
- **Ethnicity Distribution:** There is no ethnic diversity as all employees across all roles are non-Hispanic.
- **Disability Status:** None of the employees identify as disabled, indicating no representation of individuals with disabilities within the workforce.

Analysis

Gender Balance: The workforce shows a higher representation of females compared to males, particularly in professional and office/clerical roles.

- **Analysis:**
 - Lexington's overall gender distribution is approximately 52% female and 48% male.
 - Professional and Office/Clerical roles have a higher percentage of females, with 60% in Professional roles and 100% in Office/Clerical. This could reflect industry trends or organizational practices that attract more female candidates to these positions.
 - The Administrator role has a balanced gender distribution (50% male and 50% female), indicating some gender diversity.
- **Implications:**
 - The gender imbalance in roles like Maintenance and Supervisor/Office/Clerical may impact overall workforce dynamics and could lead to missed opportunities for diverse perspectives. The predominance of females in certain roles could also indicate potential biases in hiring practices or job role expectations.
- **Recommendations:**

- Actively recruit and create opportunities for all genders across all job categories. For example, consider recruiting males for Office/Clerical roles and females for Maintenance roles.
- Review job descriptions and hiring practices to ensure they are inclusive and appealing to all genders.

Racial Diversity: All job categories except Office/Clerical are entirely White, whereas Office/Clerical has a balanced racial distribution between White and Black employees.

- Analysis:
 - Lexington's racial distribution is approximately 76% White, 16% Black or African American, 5% Asian, 2% Hispanic or Latino.
 - The organization's overall racial diversity is below this benchmark, especially in the higher-level roles (Administrator, Professional, and Supervisor).
 - The Office/Clerical category includes 50% White and 50% Black employees, suggesting some racial diversity within this role.
- Implications:
 - A lack of racial diversity could limit the range of ideas and perspectives within the organization and might affect overall innovation and employee satisfaction.
 - The absence of racial diversity in most job categories could affect the organization's reputation and its ability to attract top talent from diverse backgrounds.
- Recommendations:
 - Implement strategies to improve racial diversity across all roles. For example, establish partnerships with local organizations that serve diverse communities and ensure that recruitment practices are inclusive.
 - Create programs and policies that foster an inclusive environment, including mentorship and career development opportunities for underrepresented racial groups.

Ethnic Diversity: There is no ethnic diversity as all employees across all roles are non-Hispanic.

- Analysis:
 - The entire workforce is non-Hispanic, despite Lexington having a 4% Hispanic or Latino population.
- Implications:
 - The complete lack of Hispanic employees indicates a uniform ethnic composition within the workforce. This may point to potential barriers or biases in recruitment or hiring practices that specifically affect Hispanic individuals.
 - A homogeneous ethnic workforce can limit the cultural perspectives and problem-solving approaches within the organization, potentially affecting creativity and market relevance.
- Recommendations:

- Implement outreach programs to connect with Hispanic and Latino communities. Partner with local organizations and use targeted recruitment strategies to attract Hispanic or Latino candidates.
- Provide training to all employees on cultural competence to create a more inclusive environment for individuals from diverse ethnic backgrounds.

Disability Representation: There is a complete lack of employees with disabilities.

- Analysis:
 - The lack of employees with disabilities is notable, especially given that about 10% of the working-age population in Lexington has a disability.
- Implications:
 - The absence of employees with disabilities might indicate barriers to entry or a lack of support for individuals with disabilities within the organization.
- Recommendations:
 - Conduct an assessment of the workplace to identify and remove physical and procedural barriers for individuals with disabilities.
 - Develop and implement inclusive hiring practices and accommodations that encourage applications from individuals with disabilities.
 - Conduct training to raise awareness about disability inclusion and create a supportive work environment for employees with disabilities.

Summary

The workforce analysis for New Beginnings Bluegrass reveals significant areas for improvement in gender, racial, ethnic, and disability representation. The analysis shows a notable gender imbalance, with certain roles dominated by a single gender. Racial diversity is limited, with most roles being predominantly White, and there is a lack of ethnic diversity, particularly among Hispanic or Latino individuals. Additionally, the absence of employees with disabilities highlights a critical gap in inclusivity.

To address these disparities, New Beginnings Bluegrass will implement an Affirmative Action Plan (AAP). This plan will focus on enhancing gender balance across all job categories, increasing racial and ethnic diversity, and improving disability representation. Specific strategies will include revising recruitment practices, developing targeted outreach programs, and creating a more inclusive work environment. By implementing these measures, the agency aims to align its workforce with local demographic data and strengthen its commitment to diversity, equity, and inclusion, thereby enhancing its ability to serve the community effectively and equitably.

Strategic Action Plan for EEO and Affirmative Action

This plan details our approach to addressing gaps and achieving Equal Employment Opportunity (EEO) and Affirmative Action (AA) goals. By systematically tackling each area, we aim to build a more inclusive and equitable workplace. Continuous monitoring and adjustments will ensure our practices align with our diversity and inclusion objectives.

Increase Applicant Diversity

Goal: Increase the diversity of applicants and ensure hiring practices are fair and equitable.

Implementation Strategies:

- Create Inclusive Job Descriptions: Use gender-neutral language, focus on essential qualifications, and clearly communicate our commitment to diversity, equity, and inclusion.
- Expand Recruitment Channels: Advertise job openings on diverse job boards, collaborate with community organizations, and participate in career fairs aimed at underrepresented groups.
- Partner with Educational Institutions: Develop internship programs to cultivate and sustain a diverse talent pipeline.
- Encourage Diverse Applications: Actively reach out to underrepresented groups, including individuals with disabilities, and promote job postings across a range of platforms.
- Ensure Accessibility: Make application processes and materials accessible, including alternative formats for individuals with disabilities.
- Implement a Fair Selection Process: Apply a consistent and unbiased approach to evaluate all candidates.
- Use Standardized Evaluation Criteria: Employ uniform questions and criteria to ensure fairness throughout the evaluation process.
- Assess Based on Relevant Factors: Evaluate candidates based on skills, experience, and qualifications that are directly related to the job requirements.

Training and Awareness

Goal: Enhance awareness and skills in diversity, equity, and inclusion for employees and management.

Implementation Strategies:

- Conduct Mandatory Diversity Training: Schedule and conduct compulsory training sessions for all employees on diversity, equity, and inclusion (DEI).
- Offer Specialized Training: Provide targeted training for managers and supervisors that emphasizes unbiased hiring practices and effective management of diverse teams.
- Assess Training Effectiveness: Collect feedback through surveys to evaluate the content and delivery of training, observe changes in workplace culture and behavior, and analyze this data to measure overall impact.

- Provide Ongoing Training: Schedule regular refresher courses and advanced DEI training, offer continuous learning resources, and update materials based on new research and feedback.

Fair Compensation

Goal: Ensure that all compensation practices are both fair and equitable.

Implementation Strategies:

- Conduct Routine Assessments: Regularly evaluate compensation practices to ensure they align with principles of fairness and equity.
- Analyze Pay Disparities: Identify and correct any discrepancies in pay related to gender, race, ethnicity, disability, and other factors to ensure equitable compensation.

Performance Evaluations

Goal: Ensure that performance evaluations are conducted in a fair and consistent manner.

Implementation Strategies:

- Ensure Fair Evaluations: Establish and enforce procedures to ensure performance evaluations are objective, unbiased, and equitable.
- Review Evaluation Processes: Regularly assess and refine evaluation criteria and procedures to maintain consistency and fairness.

Retention and Advancement

Goal: Improve retention and career advancement opportunities for diverse employees.

Implementation Strategies:

- Review Promotion Practices: Assess and adjust promotion practices to ensure they provide equitable opportunities for all employees.
- Enhance Retention Strategies: Develop and implement strategies and programs designed to retain diverse talent and support their career growth.

Policy Maintenance

Goal: Maintain up-to-date and effective Equal Employment Opportunity (EEO) and Affirmative Action (AA) Policies.

Implementation Strategies:

- Review Policies: Conduct a comprehensive evaluation of current EEO/AA policies and practices to ensure they are compliant with legal requirements and align with organizational objectives.
- Update Policies: Revise policies based on stakeholder feedback, changes in legal regulations, and industry best practices to ensure they remain relevant and effective.
- Communicate Updates: Notify all employees of any policy changes and their implications, ensuring clear understanding and awareness of the updated policies.

Compliance and Monitoring

Goal: Ensure robust compliance and monitoring of the Affirmative Action Plan (AAP).

Implementation Strategies:

- Monitor Adherence: Regularly review and verify compliance with federal, state, and local laws and regulations to ensure all EEO/AAP practices are being followed.
- Maintain Detailed Records: Keep accurate and comprehensive records of all recruitment, hiring, promotions, terminations, and other employment actions to provide a clear and thorough account of employment practices.
- Document EEO/AAP Efforts: Track and document all EEO/AAP initiatives and outcomes, including efforts, progress, and results, to ensure transparency and facilitate accountability throughout the organization.
- Conduct Audits: Implement routine audits to evaluate the effectiveness and compliance of AAP initiatives and practices, identifying areas for improvement.
- Update Policies: Revise AAP policies based on audit results, legal updates, and best practices to ensure ongoing regulatory compliance and enhance overall effectiveness.

Continuous Improvement

Goal: Continuously enhance the Affirmative Action Plan (AAP) to improve its effectiveness and inclusivity.

Implementation Strategies:

- Solicit Feedback: Regularly collect input from employees, candidates, and stakeholders to identify areas for improvement in AAP practices.
- Analyze Data: Review workforce demographics, recruitment outcomes, and employee feedback to identify gaps and opportunities for enhancement.
- Monitor Progress: Track recruitment data and demographic trends to evaluate progress toward diversity and inclusion goals.
- Refine Strategies: Adjust recruitment and outreach methods based on feedback, data analysis, and evolving organizational needs to boost AAP effectiveness and inclusivity.

Summary and Commitment Statement

New Beginnings Bluegrass is committed to fostering a diverse, equitable, and inclusive workplace. Our Affirmative Action Plan includes policies, proactive recruitment, and ongoing training to ensure equal opportunities and continuous improvement. By working collaboratively and staying dedicated to these principles, we strive to create a work environment where every individual feels valued, empowered, and able to contribute to our collective success.

WORKFORCE ANALYSIS FORM

Name of Organization: New Beginnings Bluegrass

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	1													1	1
Professionals	5	2	3														3
Superintendents																	
Supervisors	1		1														1
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	2		1				1										2
Skilled Craft																	
Service/Maintenance	1	1															1
Total:	11	4	6				1									3	8

Prepared by: Christy Shuffelt
 Executive Director (Name and Title)

Date: 07, 15, 2024

Firm Submitting Proposal: New Beginnings Bluegrass

Complete Address: 1353 W. Main St. Lexington 40508
Street City Zip

Contact Name: Christy Shuffelt Title: Executive Director

Telephone Number: 859.245.2400 Fax Number: 859.245.2443

Email address: christy@nbbg.org

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

Christy Shuffett
Signature

07/15/2024
Date



Lexington-Fayette Urban County Government
Request for Proposals

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

Purpose

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

Eligibility

- Eligible Responders shall be a non-profit 501(c)3 organization with a physical presence in Lexington-Fayette County
- Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on [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
- Agencies that are primarily affiliated with, or funded through, an educational institution (e.g., a public or private school or the Fayette County Board of Education) are not eligible to receive funds.

Instructions

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

Proposal Deadline – Thursday, April 25 at 2:00 PM

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 2025 and 2026 (July 1, 2024 – June 30, 2026), and will award grants between the four Funding Priorities, which each have separate required Proposal Submittals and criteria, and awarded on an approximate scale, listed below.

Funding Priority Area: Mental Health

Projected funding is approximately \$633,500 of total ESR Grant Program Community Based Initiatives Award. This amount is subject to change upon Council ratification of the Fiscal Year 2025 Budget.

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

2.0 GENERAL PROVISIONS

2.1 **Purpose**

The LFUCG is accepting applications from qualified non-governmental, non-profit agencies with current **501(c)3** tax exempt status and with a physical business or program site location in Fayette County (hereinafter, referred to as "Applicant") for ESR funding for FY2025 & 2026 (July 1, 2024 – June 30, 2026). 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, 2024 through June 30, 2026.

2.3 **ESR Grant Informational Workshop**

The Department of Social Services conducted a meeting on March 26th, 2024 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 **Thursday, April 25 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 25th, 2024). Significant missing responses to questions constitute an incomplete application. The final decision regarding application completeness and penalties will be determined by the LFUCG Division of Procurement in consultation with the Commissioner of Social Services. **All proposals must be written**

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

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

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

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

2.5 Acceptance/Rejection of Submissions

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

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

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

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

2.6 Inquiries/Questions

After thoroughly reading this Request for Proposals, Applicants must direct any questions to:
Todd Slatin, Director
Division of Procurement 200 E. Main Street, Lexington, KY 40507
E-mail: tslatin@lexingtonky.gov Phone: (859) 258-3320
Deadline for questions is April 21st, 2024 at 2:00 PM EST

3.0 FUNDING PROCESS

3.1 Timeline

This Request for Proposals is being released on **March 28th, 2024**, 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 Thursday, April 18th at 3:00 PM EST**

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

Webinar ID: 825 6201 4467

Passcode: 781099

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

Completed proposals must be submitted **no later than 2:00 PM on Thursday, April 25th, 2024**, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation in April and May 2024 immediately following the proposal due date, with the intention to make funding announcements approximately in late May, 2024. 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, 2024. No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.

3.2 Evaluation

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

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

3.3 Reporting

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

4.0 PROPOSAL FORMAT

Proposal Submittal Forms must be uploaded to <https://lexingtonky.ionwave.net> before the 2:00 PM EST April 25th, 2024 deadline. Late submissions will not be considered for funding.

5.0 SCORING CRITERIA/EVALUATION

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

ESR Grant Program RFP Criteria

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

Funding Priority Area: Mental Health

Projected funding target is \$633,500 of ESR Grant Program – Community Based Initiatives

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

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

Outpatient mental health and behavioral health

- Diagnostic evaluation
- Screening
- Emergency care
- Crisis intervention services
- Psychotherapy
- Partial hospitalization or day treatment
- Psychosocial rehabilitation
- Medication management

Nontraditional community mental health interventions

- Mobile crisis units
- Vocational and educational services

- Training services for staff such as Trauma Informed Care
- Tele-mental health/Phone/Video/Text
- Integrative health and mental health

Prevention and early Intervention outreach

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

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

5.1 Program Proposal & Design

5.1.1 Needs Statement—Purpose of the Program Proposal / Problem Statement 15 Points

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

5.1.2 Service Delivery Model 15 Points

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

5.1.3 Client Eligibility and Requirements 5 Points

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

5.1.4 Evidence-Based/Best Practice 10 Points

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

5.2 Program Measures & Evaluation

5.2.1 Service Efficacy & Desired Outcomes 10 Points

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

5.2.2 Client Empowerment & Community Impact

10 Points

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

5.2.3 Data Assessment & Quality Improvement

10 Points

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

5.3 Capacity & Sustainability

5.3.1 Staff Qualifications & Experience

5 Points

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

5.3.2 Partnership & Resource Leverage

5 Points

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

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

5.3.3 Outreach & Inclusion Strategy

15 Points

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

Has your organization enacted any policies (or 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. (which will be the total amount of FY25 ESR grant request)

Budget Form will be for Fiscal Year 2025 ESR Request only. Funds awarded for Fiscal Year 2026 shall be the same amount as awarded for Fiscal Year 2025, and contingent on Council approval of the Fiscal Year 2026 budget.

Exhibit B



LEXINGTON

RFP-21-2024

New Beginnings, Bluegrass, Inc.

Supplier Response

Event Information

Number: RFP-21-2024
Title: Mental Health
Type: Request For Proposal
Issue Date: 3/28/2024
Deadline: 4/25/2024 02:00 PM (ET)

Contact Information

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

New Beginnings, Bluegrass, Inc. Information

Contact: Christy Shuffett
Address: 1353 W Main Street
Suite 100
Lexington, KY 40508
Phone: (859) 245-2400
Fax: (859) 245-2443
Email: Christy@nbbg.org
Web Address: www.NewBeginningsBG.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.

Christy Shuffett

Signature

Submitted at 4/25/2024 01:47:26 PM (ET)

christy@nbbg.org

Email

Response Attachments

RFP #21-2024 MH RFP Packet 1.pdf

New Beginnings Bluegrass Mental Health Priority Application



PROPOSAL SUBMITTAL FORM

Agency Information

Agency Name: New Beginnings, Bluegrass, Inc.

Mailing Address: 1353 West Main Street, Suite 100, Lexington, KY 40508

Street Address: 1353 West Main Street, Suite 100, Lexington, KY 40508

Phone: (859) 245 - 2400

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.NewBeginningsBG.org

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):
Christy Shuffett, Executive Director, 859.245.2400, christy@nbbg.org

Person Completing Application (Name, Title, Phone, Email):
Christina Ellison, Director of Programs, 859.245.2400, christina@nbbg.org

Program Information

Name of program for which funds are being requested: Permanent Supportive Housing

Total Funding Amount Requested: \$ 166,746

RFP #21-2024 PROPOSAL SUBMITTAL FORM

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

5.1 Program Proposal & Design

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

15 Points

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

5.1.2 Service Delivery Model

15 Points

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

Our primary objective is to assist individuals with SMI secure and maintain affordable housing. To help as many individuals as possible, we offer services free of charge. We utilize the evidence-based practice of Permanent Supportive Housing, which combines affordable housing with flexible and voluntary support services, to achieve this goal. These services also include assistance to individuals who may only need connection to resources to maintain their independence in the community. We expect that with our requested expansion, the program will reach 200 individuals each year.

Staff meet clients wherever they feel most comfortable (library, shelter, office, etc.). During their first sessions, they'll complete a needs assessment and develop an individualized service plan. In addition to securing housing, clients often request help with applying for rental assistance, obtaining benefits (SNAP, Medicaid, etc.), and connecting with healthcare services. For clients without income, our staff are SOAR trained, which enables them to assist with completing and expediting disability applications.

The pathway to stable housing is often complex for our clients and requires multiple 1-2 hour visits each week. Once housing is secured, some clients choose to exit our program. However, most opt to stay enrolled and work on developing life skills - such as how to utilize LexTran, manage money, find employment, or take medication as prescribed. Self-sufficiency is always the end goal, but each client is unique, and some need support longer and/or more intensely than others so our program is designed to be flexible to meet varying needs.

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.)

Eligible clients reside in Fayette County, are 18 or older, fall below 50% of the area median income, and are diagnosed with a serious mental illness (SMI) as defined in Kentucky law (KRS 210.005) and by the Kentucky Division of Behavioral Health. Common SMI diagnoses include schizophrenia and bipolar disorder, and these illnesses result in functional impairment which significantly interferes with multiple areas of major life activities. Preference is given to individuals who are experiencing, or are at risk of, homelessness, and who are stepping down from a higher level of care such as a hospital, jail, or personal care home, but referrals can come from anywhere, including the client themselves.

We utilize a Housing First approach within our Permanent Supportive Housing Program. This internationally recognized, best practice model quickly links individuals to permanent housing without preconditions and barriers to entry. In accordance with fidelity to this practice, our clients are not required to demonstrate sobriety, medication compliance, participation in treatment, or proof of "housing readiness" to be accepted into our program. Although clients are offered our free services and can be referred to outside services tailored to their needs, these services are not mandated, and people are not coerced into accepting them. However, over 98% of our clients choose to continue working with our staff to develop the skills they've identified as needed to successfully maintain their newly acquired homes.

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.

Our services are built on the evidence-based practice (EBP) Permanent Supportive Housing (PSH), a proven and cost-effective solution to meet the housing needs of individuals with SMI. PSH programs help people maintain stable housing and live healthier, more productive lives by combining voluntary, flexible support with safe and affordable housing. Central to this model is the belief that people with SMI have the right to live in a home of their own that is fully integrated in the community, without any special rules or service requirements. To help meet this objective, we utilize a Housing First approach which has proven that clients who are rapidly connected with housing will also show improvements in their physical and mental health, substance use issues, housing stability, and quality of life.

Client choice is a basic tenet of both PSH and Housing First practices and while our free services are continuously offered, clients are not required to continue participating after they have secured housing. However, thanks to our engaging and compassionate staff, over 98% of our clients choose to stay in services. Services are delivered through a Trauma Informed Care (TIC) approach to promote a safe, recovery-oriented environment to help clients thrive while minimizing harm and re-traumatization.

Our program aims to employ a Peer Support Specialist (PSS) to help deliver services. PSS has been proven to improve client engagement, satisfaction, and quality of life.

The Substance Abuse and Mental Health Services Administration (SAMHSA) recognizes PSH, Housing First, PSS, and TIC as evidence-based practices.

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?

We believe housing is a basic human right, and our primary goals are helping clients obtain and maintain housing. Successful program completion occurs when the client has secured suitable permanent housing and developed the independent living skills needed to maintain their housing.

Client choice is at the core of our services. At program entry, staff complete a needs assessment and assist clients with developing individualized service plans to meet their unique needs. Initial goals often relate to removing barriers to housing such as pending legal issues or acquiring necessary identification (e.g. state-issued IDs, Social Security cards). Simultaneously, staff will assist clients with identifying housing preferences and locating available units. Under this expansion, we aim for at least 75% of the clients who enter experiencing homelessness to obtain housing within 90 days. In FY23-24, we have served 91 clients so far, 84% have obtained housing, and 8 clients are still actively searching. Their average time from program entry to housing is 86 days.

Once housing is secured, 98% of our clients choose to stay involved in our services to address housing stability goals such as obtaining income, gaining knowledge on tenant rights and responsibilities (including lease compliance), reducing debt, and developing budgeting skills. During this phase, our target is for at least 85% of our clients to successfully maintain their housing for at least 12 months. Currently 92% of our clients have successfully met this goal.

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.)

There is substantial research that demonstrates PSH programs result in meaningful differences not only for the clients served, but also for their household members and the community where they live.

PSH programs have shown improved quality of life outcomes for their participants, leading them to greater housing stability, improved health, and increased life satisfaction outcomes. When families are not cost-burdened by housing, they are better able to meet other basic needs such as healthcare, food, and clothing. Research also reveals that securing affordable housing results in increased personal safety, decreased stress, and enhanced wellness through increased sleep and improved diet. Children who are in stable and healthy housing are more likely to meet developmental milestones and perform better in school.

Conversely, living without stable housing can significantly worsen health outcomes - it can exacerbate mental illness, make ending substance abuse difficult, and prevent chronic physical health conditions from being addressed. It can also have lasting consequences for children in the home - they suffer from higher rates of hunger and malnourishment, mental and physical health problems, and out-of-home placement.

PSH programs also benefit communities by reducing the use of costly public services such as shelters, jails, and hospitals. The financial savings for our Lexington community is substantial - the daily cost for this proposed project is less than \$9 per participant, versus \$51.25 for a psychiatric personal care home, \$75 to incarcerate, \$110 for a person experiencing homelessness, \$325 for nursing home care, or \$1,069 for a psychiatric hospitalization.

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.

We use nationally recognized tools to measure outcomes and ensure that our services are effective. They include: (1) Mental Health Statistics Improvement Program (MHSIP); (2) Multnomah Community Ability Scale (MCAS); and (3) Permanent Supportive Housing (PSH) Fidelity Scale.

Each year all clients who received a service from our agency during the previous 12 months are provided with an MHSIP satisfaction survey along with a self-addressed, stamped envelope so responses can be returned anonymously. The survey includes 25 questions about the client's perception of general satisfaction with services, voice in service delivery, satisfaction with staff, perception of outcome of services, access to services, and staff cultural sensitivity. In FY23, 85.1% of respondents rated our services positively. The two lowest rated items drive our performance improvement activities for the upcoming year.

The MCAS is a mental health assessment that is administered biannually to measure gains in our clients' level of independence over time. This 17-question tool was most recently completed in November 2023 with all clients who were in services at that time. The information captured is used in conjunction with our housing needs assessment to help clients develop their individual service plans. Quarterly progress reviews are conducted on each plan to ensure that goals are advancing, and our client's needs are being met.

The third measure we use is SAMHSA's PSH fidelity scale. Scores of 24 or higher are considered high-fidelity and ensure more reliable positive outcomes. Our most recent review was performed in 2024 and we proudly scored a 26.49.

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.

New Beginnings' Director of Programs, Christina Ellison, has a bachelor's in psychology and 15 years' experience serving individuals with SMI. 15% of Ms. Ellison's salary will be paid with ESR funds to cover the costs associated with direct supervision of staff and program monitoring and reporting. Anita Lakes, New Beginnings' Clinical Director, has an M.S. in clinical psychology, and is a Licensed Psychological Practitioner with 12 years' experience serving individuals with SMI. 10% of Ms. Lakes' salary will be paid with ESR funds to cover the costs associated with evaluation and screening of new clients.

This program will employ five full-time Case Managers and one Peer Support Specialist to provide program outreach and support services. Our current ESR-funded Case Manager, Kaitlin Jones, has a bachelor's in psychology and 2 years' experience working with adults with SMI. A full-time Peer Support Specialist with Kentucky Peer Certification will be hired to expand the program if this proposal is granted.

Our Executive Director, Christy Shuffett, has a master's degree and 25 years of experience serving individuals with SMI. Ms. Shuffett has extensive experience overseeing similar PSH programs and will provide administrative oversight and community outreach to engage a diverse cross-section of referrals. Non-ESR funds will cover her expenses.

Bryan Adams, the agency's Finance Director, is a Certified Public Accountant with 20 years' accounting experience. He will provide financial oversight for this project to ensure grant funding is appropriately utilized. His expenses will be covered by non-ESR funds.

5.3.2 Partnership & Resource Leverage

5 Points

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

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

This PSH program meets the priority Mental Health area by providing evidence-based programming to some of our community’s most vulnerable citizens - low-income adults with SMI. This population is at-risk due to the severe nature of their disabilities, lack of sufficient resources to meet basic needs, and the stigma surrounding mental health. Our program offers proven solutions by providing recovery-based support services to help individuals with SMI obtain and maintain safe, decent, and affordable housing.

Our services are primarily funded by Kentucky's Cabinet for Health and Family Services and Medicaid. We have close partnerships with three of the largest behavioral health safety net providers in Lexington - Eastern State Hospital, New Vista, and Central Kentucky Recovery Center. We also frequently collaborate with HealthFirst Bluegrass, Mountain Comprehensive Care, Good Samaritan Hospital, Bluegrass Community Health, Hope Center, NAMI Lexington, Salvation Army, Catholic Action Center, Chrysalis House, and Community Action Council. Each of these agencies plays a vital role in ensuring that the vast and complex needs of our clients are met.

To be effective, PSH projects also require access to affordable housing, therefore we have established formal agreements with the Lexington Housing Authority, HUD, and LFUCG to provide rental assistance for our clients.

Members of our Board of Directors include individuals with SMI as well as leadership from several local agencies who serve persons with disabilities. Our board supports the growth of this PSH project and is committed to utilizing their diverse networks to help extend the reach of our 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, including a language access plan; persons with physical or other disabilities; and persons impacted by poverty and economic distress.

Has your organization enacted any policies (or 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?

New Beginnings believes that housing is a basic human right and that all people deserve a safe, decent, and affordable place to call home. To ensure equal access for all who need our services, we offer our services free of charge.

We value diversity and are committed to ensuring that the individuals we serve are treated equally regardless of race, color, national origin, age, religion, sex, disability, familial status, gender identity, sexual orientation, or any other status protected by federal, state, or local law. Our program supports the recommendations made by the Mayor's Commission on Racial Justice and Equality and are working to be part of the solution for racial equity in our community by addressing historical systematic barriers to accessing housing and healthcare.

To maximize the diversity of our clients, staff provide assertive outreach services to connect with Lexington's most at risk and difficult to engage people in our local psychiatric hospitals, shelters, jails, and on the streets. Our outreach efforts also include routinely contacting individuals on our waitlist to discuss potential community resources and solutions to help bridge the gap until they can access permanent housing.

To improve access for persons with limited English proficiency, "I Speak" language identification cards are posted in our office and carried by all staff and when needed, we supply free language services through the interpreter service, Language Line. We also offer free sign language interpreters and provide vital written information in large print and/or in languages other than English when needed.

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 2025.)

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 2025. It requests the allocation of all projected funding amounts (City and non-City sources) for anticipated FY 2025 program expenditures. The allocation for FY 2026 shall be the same as FY 2025.

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 (FY2025) of Cycle; Budget for Year Two (FY2026) to be the same

Agency Name **New Beginnings, Bluegrass, Inc.**

Program Name **Permanent Supportive Housing**

FY2025 (July 1, 2024-June 30, 2025) Total Program Budget

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

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

of
Employees:

Full-Time (FTE)

8

486,517

129,223

357,294

Part-Time

0

Total Salaries

486,517

129,223

357,294

3. Consultant Services

\$

0

list details

n/a

4. Space/Facilities

\$

25,920

8,640

17,280

list details

6 office spaces @ 180/month for Case Managers

5. Operating Expenses

\$

92,977

28,095

64,882

list details

TRAVEL: mileage for 6 staff and bus tokens/taxi vouchers for clients. SUPPLIES: office supplies for 6 staff, laptops for 2 staff, client supplies (medications, training materials, etc.). CELLPHONE: 6 staff cellphones. ADMIN: 10% for supervision and overhead.

6. Scholarships / Stipends

\$

0

list details -
numbers &
amounts

n/a

7. Other

\$

8,751

788

7,963

list details

Annual Audit - allocation based on % of ESR funding to total agency funding (9% of \$8,750)

8. TOTAL FY25 PROGRAM BUDGET

\$

614,165

166,746

447,419

Cost per Program Participant: **\$3,071**

Brief detail on Cost per Participant:

Daily cost is \$9/day - significantly lower than the cost for the city to maintain unhoused individuals.

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): **Christy Shuffett**

Title: **Executive Director**

Date: **4/25/2024**