

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
COMMUNITY PROJECT AGREEMENT**

**THIS COMMUNITY PROJECT AGREEMENT** ("Agreement") is made and entered into on the 17<sup>th</sup> day of December 2025, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and HOSPICE OF THE BLUEGRASS, INC. dba BLUEGRASS CARE NAVIGATORS, a Kentucky nonprofit corporation ("Organization"), with offices located at 1733 HARRODSBURG ROAD, LEXINGTON, KENTUCKY 40504.

**WITNESSETH**

**WHEREAS**, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property (or properties) located at 1733 HARRODSBURG ROAD, located in Lexington, Kentucky ("Property" or "Properties");

**WHEREAS**, the Organization provides aide to residents of Fayette County who are low- income, underserved, and/or marginalized;

**WHEREAS**, LFUCG issued Request for Proposal (RFP) No. 28-2025, for its "Nonprofit Capital Grants Program," which offers grant awards to Fayette County 501(c)(3) nonprofit organizations who directly provide, or indirectly facilitate, the provision of services to low-income, underserved, or marginalized Lexington-Fayette County residents, and is designed to better position local government in recognizing the strains upon infrastructure within our local network of community agency partners which are affecting their service delivery to residents;

**WHEREAS**, the Organization submitted a response to Proposal (RFP) No. 28-2025, seeking funding from LFUCG for operational investment projects and/or capital improvement projects so it can budget appropriate funds to continue providing needed services to Fayette County residents;

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

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on January 1, 2026, and shall last until April 30, 2027, unless terminated by LFUCG at an earlier date.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. **Exhibit A** – Request for Proposal, Risk Management Provisions, and Scope of Project
- b. **Exhibit B** – Response to Request for Proposal

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

**3. SCOPE OF WORK.** Organization shall complete the Scope of Project outlined in the attached **Exhibit A** (the "Project(s)"), which are further specified in Numbered Paragraph 4 of this Agreement. The Organization shall complete these Projects in a timely, workmanlike and professional manner, as specified herein.

**4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Seventy Thousand Dollars (\$70,000.00) ("Funds") for the completion of the Project. The total amount of Funds the Organization shall receive is divided into separate amounts which shall be allocated for each Project. Thus, the total amount paid for each Project ("Sum") shall not exceed the amounts stated herein:

<b>PROJECT # AND DESCRIPTION</b>	<b>SUM</b>	<b>CAPITAL</b>
1) PACE Center Facility Improvement Project	1) \$64,660.00	1) FACILITIES IMPROVEMENTS
2) BCN Headquarters Facility Improvement Project	2) \$5,340.00	2) FACILITIES IMPROVEMENTS

The use of these Funds are limited to the Projects described in this numbered Paragraph and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are excluded from the above payment schedule.

a. LFUCG shall make payment under this Agreement upon timely submission of approved invoice(s) from Organization specifying that nature of work performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for work completed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that any of the work performed on the Projects is inadequate or defective.

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

5. **CONSTRUCTION TERMS.** If applicable, the following terms shall apply to any of the Project(s) above that require construction costs.
- a. **Project to be Completed in Workmanlike Manner.** Organization shall bid, contract for, and cause to prosecute to completion, the Projects described herein in a good, safe and workmanlike manner, and in compliance with all applicable codes, ordinances, laws and regulations. Organization shall take necessary action to protect the life, health, safety, and property of all personnel on the job site, members of the public, and personnel.
  - b. **Permits.** Organization agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.
  - c. **Building Regulations.** Organization asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Organization becomes out of compliance with any of these provisions, it will provide written notice to LFUCG immediately. Failure to notify LFUCG and resolve any such matters to the satisfaction of LFUCG may lead to termination of this Agreement for cause.
  - d. **No Liens.** Organization will cause all work to be performed, including all labor, materials, supervision, supplies, equipment, architectural, and engineering services necessary to complete the improvements, in accordance with all applicable standards in the construction industry. The Organization will complete the improvements free from all materialmen's liens and all mechanic's liens and claims. All contracts with subcontractors and materialmen will contain, upon the request of LFUCG, a provision for not less than ten percent (10%) retainage to ensure adequate and complete performance in connection with interim or progress payments hereunder.
  - e. **Right of Inspection.** Organization will permit access by LFUCG to the books and records of Organization related to the Project at reasonable times. In the event LFUCG determines that any work or materials are not substantially in conformance with applicable standards in the construction industry, or are not in conformance with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or are not otherwise in conformity with sound building practices, LFUCG may stop the work and order replacement or correction of any such work or materials. Such inspection

will not be construed as a representation or warranty by LFUCG to any third party that the improvements are, or will be, free of faulty materials or workmanship.

f. **Nonliability.** This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the property on which the Project is constructed, or for debts or claims accruing to said parties against the Organization. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

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

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

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

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

**7. REPORTING.** Organization shall provide LFUCG with timely quarterly reports and updates related to the completion of the Projects in the form and manner reasonably specified by LFUCG.

**8. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by

Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

**9. INSURANCE; INDEMNITY.** The Risk Management Provisions in **Exhibit A** are incorporated herein as if fully stated.

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

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

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

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

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

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

**14. SEXUAL HARASSMENT.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law;

a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

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

**16. DISPOSITION OF PROPERTY.** Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement, if this Agreement terminates prior to December 31, 2029. If Organization breaches this provision, Organization may be liable to LFUCG for that breach in an amount that shall not exceed the fair market value of the goods, property and/or equipment that it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.

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

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

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

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

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

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

**For Organization:**

Elizabeth D. Fowler, President/CEO  
Hospice Of The Bluegrass, Inc. Dba Bluegrass Care Navigators  
1733 Harrodsburg Rd,  
Lexington, KY 40504

**For Government:**

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

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

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

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

**SIGNATURE PAGE TO FOLLOW**

**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

ATTEST:

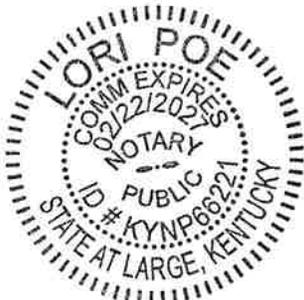
*Mackenzie Ford*  
Deputy Clerk of the Urban County Council

HOSPICE OF THE BLUEGRASS, INC.  
dba BLUEGRASS CARE NAVIGATORS

BY: *Elizabeth D. Fowler*  
Elizabeth D. Fowler, President/CEO

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this the 17<sup>th</sup> day of December, 2025, by Elizabeth D. Fowler for Hospice of the Bluegrass, Inc., a Kentucky nonprofit organization.



My commission expires: 2/22/2027

Commission number: KYNP 66221

*Lori Poole*  
Notary Public, State-at-Large, Kentucky

**EXHIBIT A**

**Request for Proposal, Risk Management Provisions, and Scope of Project**



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #28-2025 Nonprofit Capital Grants Program – Facilities Improvement** 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 **October 7, 2025**. All forms and information requested in RFP 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.

***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.

### **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 contractor is expressly required to comply with the Kentucky Equal Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

### **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. Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents. 20%
2. Demonstrated Need 20%
3. Applicant Capacity for Project and Meeting LFUCG Requirements. 20%
4. Operational Feasibility 20%
5. Cost Analysis 20%

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>

## **AFFIDAVIT**

Comes the Affiant, Elizabeth D. Fowler, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Elizabeth D. Fowler, and he/she is the individual submitting the proposal or is the authorized representative of Hospice of the Bluegrass, Inc., dba Bluegrass Care Navigators, 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:

Elizabeth D. Fowler

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Elizabeth D. Fowler on this the 10<sup>th</sup> day of September, 2025

My Commission expires: 2/22/2027



Lori Poe  
NOTARY PUBLIC, STATE AT LARGE KyNP66221

## 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.

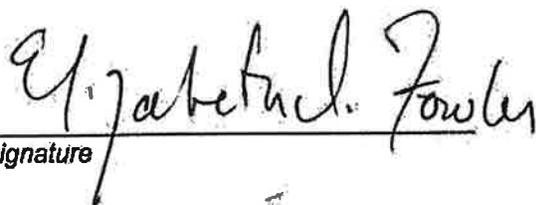
### The Law

- 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.
- 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.

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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. 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 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.

  
Signature

Hospice of the Bluegrass, Inc., dba Bluegrass Care Navigators  
Name of Business

Firm Submitting Proposal: Hospice of the Bluegrass, Inc., dba Bluegrass Care Navigators

Complete Address: 1733 Harrodsburg Road, Lexington, KY 40504  
Street City Zip

Contact Name: Laura Klumb Title: Vice President, Philanthropy

Telephone Number: 859-296-5344 Fax Number: N/A

Email address: lklumb@bgcarenav.org

## **GENERAL PROVISIONS**

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

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

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

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

**A. Termination for Cause**

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

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

#### B. At Will Termination

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

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

authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

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

  
Signature

  
Date

## **INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, 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 CONTRACTOR's performance or breach of the 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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

## **FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

### **Safety and Loss Control**

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

### **Verification of Coverage**

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

### **Right to Review, Audit and Inspect**

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

## **DEFAULT**

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704



Lexington-Fayette Urban County Government  
Request for Proposals

**Nonprofit Capital Grant Program**  
**Facility Improvements**  
**Scope of Work**

**Description:** The Nonprofit Capital Project Grants Program is an initiative designed to better position local government in recognizing the strains upon infrastructure within our local network of community agency partners which are affecting their service delivery to residents. These grants are funded by Lexington-Fayette Urban County Government (LFUCG) general fund dollars and are subject to LFUCG reporting and spending requirements.

Agencies with established proven track records of performance that are located in and/or service residents of Lexington-Fayette County are invited to apply for this competitive grant program.

- **NOTE: Agencies who received funding from a Nonprofit Capital Grant Program in 2024 are not eligible to apply or to receive funds.**

**Purpose:** To provide a *one-time grant* to local 501(c)(3) agencies for major capital projects for Facility Improvements, such as the purchase, construction, expansion, repair of a building, or installation or major overhaul of HVAC systems, etc.

**Instructions**

Please submit all required proposal submittal forms and attachments no later than the deadline indicated below:

**Proposal Deadline – 2 P.M. on October 7, 2025**

**Proposals received after this deadline or incomplete proposals will not be considered.**

For More Information:

Lexington-Fayette Urban County Government  
Division of Central Purchasing Todd Slatin, Director  
200 E. Main Street  
Lexington, KY 40507  
Office: (859) 258-3320  
E-mail: [tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

## 1.0 GENERAL PROVISIONS

### 1.1 Funding

The funding is a **ONE TIME** grant. LFUCG will conduct ongoing evaluation of the project to determine effectiveness. Funds must be expended **April 30, 2027**.

LFUCG intends to award multiple proposals with funding via LFUCG general fund.

**PLEASE NOTE: All grant funds are reimbursed funds only, no funds will be dispersed to grant recipients in advance. Reimbursements may occur periodically during the project. Grant recipients shall invoice the Lexington-Fayette Urban County Government, Department of Social Services, upon completion of grant recipients spend for reimbursement.**

The Subrecipient agrees that it shall spend the entire amount of funds provided under this Agreement before April 30, 2027.

The Subrecipient shall invoice LFUCG upon spend for the reimbursement of actual expenditures incurred. The Subrecipient's invoice must be for eligible expenses.

If it becomes apparent to the grant recipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the grant recipient must immediately provide written notice to the LFUCG with a complete and detailed explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes. If the grant recipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2027), grant recipient forfeits those funds.

### 1.2 Proposal Submission

In order to be considered, proposals must be received by **October 7, 2025 at 2 PM**. The proposal must contain the required documents and respond to each of the required narrative/application questions to be complete.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative/questionnaire questions constitute an incomplete proposal.

**If the Agency is submitting a bundled proposal for the funding of more than one project, please note that they must be included in a single completed Proposal Submittal form. Only one Proposal Submittal per agency will be accepted, per Division of Purchasing regulations. Projects being bundled must have separate Project Budgets submitted as attachments.**

**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.**

The final decision regarding proposal completeness and penalties will be determined by the Commissioner of Social Services.

### **1.3 Acceptance/Rejection of Applications**

The LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omission, contain unauthorized alteration of 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 judgement, best serve the interests of Urban County Government.

#### **Inquiries/Questions**

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

Todd Slatin, Director  
Division of Central Purchasing 200 E. Main Street, Lexington, KY 40507  
E-mail: [tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov) Phone: (859) 258-3320  
Deadline for questions is October 1, 2025 at 2:00 PM EST

### **1.4 Requests for Clarification**

The LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of the applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

### **1.5 Timeline**

This Request for Proposals is being released on September 3, 2025, 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, September 11, 2025 at 2 PM EST

**[Click here to Join September 11, 2025 at 2 PM Technical Q&A TEAMS Meeting](#)**

**Meeting LINK: [Join the meeting now](#)**

**Meeting ID: 229 729 603 779 0**

**Passcode: K5kq7Hz3**

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 are due no later than 2 p.m. on October 7, 2025. Late or incomplete proposals will not be accepted or evaluated.**

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements in November 2025. This timeline is subject to change without notice.

**No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.**

### **1.6 Evaluation**

This is a competitive grant process, with Proposals reviewed and evaluated by a neutral panel selected by the Commissioner of Social Services, all of whom have no affiliation with any applicant.

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.

Scoring criteria are outlined in Section 4.0 Evaluation.

### **1.7 Selection**

The highest scoring proposals as determined by the panel will be recommended for funding and contacted to negotiate a funding agreement.

### **1.8 Reporting**

The funded projects will be required to submit regular financial and progress reports. Failure to submit complete reports on time will delay processing of invoices submitted for grant reimbursements and affect the grantee's competitiveness for any future funding opportunities with LFUCG. This includes, but is not limited to, timesheets for staff; bids, quotes, invoices and receipts for purchases; copies of any contracts for services; and additional information as required by LFUCG for compliance with federal regulations.

**All payments are based on submitted invoices for reimbursements, no payments shall be made in advance.**

## 2.0 PROPOSAL FORMAT

The Proposer must submit the proposal via the LFUCG's Procurement Software at <https://lexingtonky.ionwave.net>. Adherence to the proposal format by all proposers will ensure a fair evaluation. Proposers not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

- Fully completed application submittal cover sheet (PDF form attached)
- Attached project(s) and agency budgets
- Copy of lease if requesting Facility Improvements on a leased property, and highlighting the section to allowing the ability for leaseholder improvements.
- Other Attachments
- **Project Narrative for each requested capital project being requested (separate Project Narratives for each request if bundling capital project requests)**, responding to each of the five evaluation criteria described in Section 4.0 and utilizing format described below
  - Double spaced
  - Single sided
  - Arial 12-point font with 1-inch margins
  - Sections clearly marked
  - Page numbers in bottom right corner of complete submission

### **Section 1: Directly Provide or Indirectly Facilitate the Provision of Services to Low income, Underserved, or Marginalized Lexington-Fayette County Residents**

Please provide a brief description of your agency's mission and objectives. Applying agencies must meet the criteria below:

1. Facility Improvement location is located in Fayette County must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2025 Gold Seal of Transparency or higher level agency portrait on [Candid.org](https://www.candid.org).  
[Learn how to earn your 2025 Gold Seal of Transparency on Candid here.](#)
4. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
5. Applying organization agrees to comply with all applicable local, state, and federal laws

### **Section 2: Demonstrated Need**

Demonstrate how the proposed capital project is needed for the agency to provide their

services. Applications must describe the need for the specific project in regards to the agency's ability to meet its mission and objectives. Criteria to be considered include:

1. The type and scale of the project proposed clearly enables the capacity of the agency's mission
2. Data provided that documents project need
3. If applicable, the facility proposed for use meets local codes, health, or safety standards. Or the proposed project would remedy any code infractions or notices

### **Section 3: Applicant Capacity for Project**

The application must demonstrate that the agency staff has adequate credentials and experience to carry out the proposed project. This means that the organization carrying out the project, its employees, or its partners, must have the necessary experience and qualifications to execute the project and adhere to the requirements of this grant program.

Factors to be considered will include: prior agency experience with capital projects and grants; suitable agency fiscal capacity and organizational infrastructure to implement the project; and employee experience in grant management. The LFUCG's monitoring records of previously funded projects will also be considered in determining applicant capacity. The LFUCG will pay special attention to previously awarded projects and an agency's track record for timely implementation and spending of awarded funds.

### **Section 4: Operational Feasibility**

The application must include:

1. Clear and complete plans and timeline for implementing and completing the project
2. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
3. Adequate number of qualified staff to carry out the proposed project
4. Indicators that demonstrate that the project can be completed by April 30, 2027

### **Section 5: Cost Analysis – and attachments**

1. Cost proposals and budget narrative
2. This section shall provide the total costs of the capital project, including all expenses to be incurred
3. Project is cost-effective and all costs are reasonable, and do not deviate substantially

from the norm in Lexington

**4. Attach line item Budgets for each Grant Project requested and the Agency Budget**

### 3.0 SCOPE

Agencies may apply for a grant to assist with a capital project of a minimum of \$30,000 of Facility Improvements (*Agencies may bundle Facility Improvement projects to meet the \$30,000 minimum*). Maximum Facility Improvement award is \$70,000.

#### Who is Eligible?

Community nonprofit partners with established proven track records of performance are invited to apply for this competitive grant program for capital projects.

- Grant funds must be invested in facilities located in and serving residents of Lexington-Fayette County.
- Agencies must be recognized by Internal Revenue Service as a 501(c)(3) nonprofit organization.
- Agencies must either own the facility or have a current long-term lease (*with at least 3 years remaining on the terms of the lease*) with a private landlord for which improvements are being requested.
- 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.
- All funds awarded must be spent by grantees before April 30, 2027.
- **NOTE: Agencies who received funding from the Nonprofit Capital Grant Program in 2024 are not eligible to apply or to receive funds.**

#### Eligible Cost Activities (including, but not limited to):

##### Facility Improvements

- |                              |  |
|------------------------------|--|
| A. Systems                   | <i>Mechanical, Electrical and Plumbing</i>                                       |
| B. Exterior                  | <i>Roofing, Windows, Gutters, Masonry, Siding</i>                                |
| C. Interior                  | <i>Flooring, Walls, Ceilings, Lighting</i>                                       |
| D. Property Site             | <i>Acquisition of Property, Parking, Sidewalks, Lighting, Utilities, Signage</i> |
| E. Environmental Remediation | <i>Asbestos, Lead Paint, Air Quality</i>   |

**Grant Award Allocation**

***Facility Improvements***

Funding Pool *	\$421,600
Minimum Request **	\$30,000
Maximum Request	\$70,000

***\*\*Agencies may bundle projects in either Facility Improvements or Operational Investments to meet the minimums (not across the two types of investments in order to meet minimums).***

*LFUCG reserves the right to adjust funding amounts.*

**4.0 EVALUATION & CRITERIA**

Factor	Points
<b>4.1 Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents</b>	20
<b>4.2 Demonstrated Need</b>	20
<b>4.3 Applicant Capacity for Project and Meeting LFUCG Requirements</b>	20
<b>4.4 Operational Feasibility</b>	20
<b>4.5 Cost Analysis</b>	20
<b>Total Points</b>	<b>100</b>

**4.1 Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents**

Please provide a brief description of your agency’s mission and objectives. Applying agencies must meet the criteria below:

1. Facility Improvement location is located in Fayette County and Facility Improvements must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2025 Gold Seal of Transparency or higher level agency portrait on [Candid.org](https://www.candid.org)  
*If you haven’t updated your 2025 Gold Seal, you will need to log into Candid and do so. Learn how to earn your 2025 Gold Seal of Transparency on Candid:*  
<https://help.candid.org/s/article/Go-for-the-Gold>
4. Funds for the projects cannot be used to teach, advance, advocate or promote any religion

## **4.2 Applying organization agrees to comply with all applicable local, state, and federal law**

### **4.3 Demonstrated Need**

Demonstrate how the proposed capital project is needed for the agency to provide their services. Applications must describe the need for the specific project in regards to the agency's ability to meet its mission and objectives. Criteria to be considered include:

1. The type and scale of the project proposed clearly enables the capacity of the agency's mission
2. Data provided that documents project need
3. If applicable, the facility proposed for use meets local codes, health, or safety standards. Or, the proposed project would remedy any code infractions or notices

### **4.4 Applicant Capacity for Project**

The application must demonstrate that the agency staff has adequate credentials and experience to carry out the proposed project. This means that the organization carrying out the project, its employees, or its partners, must have the necessary experience and qualifications to execute the project and adhere to the requirements of this grant program.

Factors to be considered will include: prior agency experience with capital projects and grants; suitable agency fiscal capacity and organizational infrastructure to implement the project; and employee experience in grant management. The LFUCG's monitoring records of previously funded projects will also be considered in determining applicant capacity. The LFUCG will pay special attention to previously awarded projects and an agency's track record for timely implementation and spending of awarded funds.

### **4.5 Operational Feasibility**

The application must include:

1. Clear and complete plans and timeline for implementing and completing the project
2. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
3. Adequate number of qualified staff to carry out the proposed project
4. Indicators that demonstrate that the project can be completed by April 30, 2027

### **4.6 Cost Analysis – and attachments**

1. Cost proposals and budget narrative
2. This section shall provide the total costs of the capital project, including all expenses to be incurred
3. Project is cost-effective and all costs are reasonable, and do not deviate substantially from

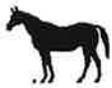
the norm in Lexington

**4. Line item Budgets for each Grant Project requested and the Agency Budget**

*LFUCG reserves the right to adjust funding amounts.*

**EXHIBIT B**

**Response to Request for Proposal**



**PROPOSAL SUBMITTAL COVER SHEET**

**Agency Information**

Agency Name: Hospice of the Bluegrass, Inc. dba Bluegrass Care Navigators

Mailing Address: 1733 Harrodsburg Road, Lexington, KY 40504

Street Address: 1733 Harrodsburg Road, Lexington, KY 40504

Phone: (855) 492 - 0812

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 this grant program funding.*

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

Agency Representative (*typically the Executive Director - Name, Title, Phone, Email*):  
Elizabeth D. Fowler, President/CEO, 859-296-6810, lfowler@bgcarenav.org

Person Completing Application (*Name, Title, Phone, Email*):  
Polly Ruddick, Director of Philanthropy, Grants, 859-893-3264, paruddick@bgcarenav.org

**Project Information**

**Funding Requested by Project, if bundling multiple Projects:**

Project: <u>PACE Center Facility Improvement Project</u>	Request \$ <u>64,660.00</u>
<u>Facility Improvement project</u>	
Project: <u>BCN Headquarters Facility Improvement Project</u>	Request \$ <u>5,340.00</u>
<u>Facility Improvement project</u>	
Project: _____	Request \$ _____
<u>Facility Improvement project</u>	
Project: _____	Request \$ _____
<u>Facility Improvement project</u>	

**Total Funding Amount Requested: \$ 70,000.00**

- Save this PDF formatted Proposal Submittal Cover Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.
- Total Funding Pool is \$421,600. Minimum Total Request per agency is \$30,000; Maximum Total Request per Agency is \$70,000.
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.

**LFUCG 2025 Nonprofit Capital Grant**

**RFP 28-2025**

**BCN Project Narrative #1**

**PACE Center Facility Improvement Project**

**Section 1: Directly Provide or Indirectly Facilitate the Provision of Services to Low-Income, Underserved, or Marginalized Lexington-Fayette County Residents**

Bluegrass Care Navigators (BCN) has been providing hospice, palliative, transitional, and grief care to seriously ill residents of Lexington-Fayette County and their families since 1978. Building on this history of service, BCN launched Bluegrass PACE Care on July 1, 2022, after receiving authorization from both the Commonwealth of Kentucky and the Centers for Medicare & Medicaid Services to begin enrolling patients in the federally regulated Program of All-Inclusive Care for the Elderly (PACE). BCN is in good standing with the Kentucky Secretary of State, maintains a Platinum Seal of Transparency from Candid (GuideStar), and holds a 100% "Give with Confidence" rating from Charity Navigator.

Bluegrass PACE Care is a federally authorized "Program of All-Inclusive Care for the Elderly" (PACE) that helps seniors stay in their homes and communities. To qualify, participants must be at least 55 years old, live in the service area, require a nursing home level of care, but be able to safely live at home with PACE support. Since services are fully covered for those enrolled in both Medicare and Medicaid, almost all enrollees are low-income and medically fragile.

The program has experienced rapid growth, expanding to more than 115 participants in just three years, with an 81.5% increase in enrollment over the past 12 months. In 2025, PACE has already received 149 referrals from Fayette County. Currently, nearly 80% of active participants live in Fayette County, highlighting both the community's need and trust in the organization, as well as the direct impact of this investment on our local Fayette County neighbors. Demonstrating BCN's focused

outreach to historically underserved populations, 32% of Fayette County participants identify as Black. The average participant age is between 60 and 69, a group often burdened with multiple chronic conditions and barriers to living independently.

The PACE Center serves as the central hub for program delivery to our PACE participants. It features a commercial kitchen and dining area where participants can enjoy hot, nutritious meals. The center also has a medical clinic where participants can receive preventive care, specialized services, urgent care, and a variety of therapies. A spacious occupational and physical therapy gym is available for fitness and rehabilitation activities. Participants can receive assistance with bathing and self-care, schedule haircuts, or participate in social events at the center. The PACE Center offers daytime social activities and a medically supported adult day health care program. The building houses workspace for the clinical and administrative team members, who care for and coordinate care with specialists, hospitals, and other healthcare providers for enrolled individuals.

To keep pace with rapid enrollment growth and increasing demand, BCN is prioritizing critical facility improvements and renovations at the PACE Center. These improvements will meet increased capacity, modernize spaces, and enhance accessibility and utilization for participants. Planned updates include installing a new outdoor walk-in freezer with a reinforced concrete pad and electrical enhancements to ensure adequate food storage capacity for all participants, repainting the entire facility to maintain a clean and respectful environment, and converting exam room faucets to foot-pedal operation to improve infection control in clinical areas. To support participant well-being, the project will also add shaded outdoor therapeutic spaces, incorporating

gazebos and accessible seating, providing safe areas for social activities, recreation, and seasonal enjoyment. These facility updates will not only improve safety and comfort for participants but also help BCN meet the growing community demand by accommodating more participants each day.

Rodney A.'s experience shows the real impact of PACE beyond the numbers. When he first heard about Bluegrass PACE Care, he wasn't convinced it was the right fit. But his daughter encouraged him to try, seeing the chance for her father to regain connection, care, and purpose. "She made me an appointment, and I came here," Rodney said. "At first, I wasn't sure I wanted to go. But later I realized I needed that social part."

As a PACE participant, Rodney's life changed in ways he never expected. The PACE team provides primary care, access to specialists, and everything needed to live safely at home while staying active in the community. "They'll pick you up, feed you, and make sure you have the medicine you need," he shared. "They evaluate your situation and accommodate you based on your needs." Most importantly, Rodney found something he didn't know he was missing: a community. "It is a better alternative," he said. "You're surrounded by people who have the same kind of wants and needs, and we actually have fun here." Rodney's story is a powerful reminder that this program is more than healthcare and transportation; it is about restoring independence, dignity, and joy. LFUCG's investment in our PACE Center will directly impact more older adults like Rodney across Fayette County.

BCN has integrated health equity as a fundamental principle in its operations. A full-time Health Equity Officer at the PACE Center is dedicated exclusively to engaging

with low-income, underserved, and marginalized residents. Over the past year, BCN has participated in 74 community outreach events, many through the Faith & Community Collaborative, which mobilizes trusted faith and community leaders to build confidence in healthcare access. These efforts help ensure that enrollment reflects Fayette County's diversity and prioritizes residents who are most often excluded from traditional healthcare systems.

The PACE Center, owned and operated by BCN at 2409 Members Way in Lexington, serves as the central hub for Fayette County participants. To meet increasing demand, the facility improvements in this proposal will focus on upgrading the medical clinic, as well as outdoor social and therapy areas for occupational and physical therapy, and client nutritional needs. Planned renovations will improve and modernize participant spaces, enhance accessibility and infection control, and strengthen food service infrastructure, all to provide better comprehensive care for our clients. At its core, PACE Care ensures that low-income and marginalized seniors are not denied dignity, independence, or healthcare access.

### **Section 2: Demonstrated Need**

The improvements requested in this proposal are not merely cosmetic; they are crucial for the health, safety, and well-being of participants, as well as for the long-term sustainability of the PACE model in Fayette County.

Research shows that access to fresh air and safe outdoor recreation has a significant positive impact on the health outcomes of older adults. The National Institute on Aging reports that seniors who engage in regular outdoor activity experience improved mobility, reduced falls, lower rates of depression, and enhanced quality of life.

For PACE participants, shaded and accessible outdoor spaces are not just luxuries; they serve as therapeutic interventions that help reduce isolation and support both mental and physical health.

Equally urgent is access to consistent, adequate nutrition, which is a regulatory requirement under Medicare and Medicaid for all PACE programs. The Centers for Medicare & Medicaid Services (CMS) requires that PACE organizations provide daily meals and snacks that meet participants' dietary needs. With enrollment at the Bluegrass PACE Center growing by 81.5% over the past 12 months, the fastest growth since its opening, current refrigeration and freezer capacity no longer suffices to store and safely prepare meals for participants. Without expanded storage, the program risks regulatory noncompliance and the inability to provide reliable nutrition to enrollees. Installing a walk-in freezer ensures that every participant continues to receive healthy meals and snacks, both at the Center and packaged for home.

Maintaining a safe and respectful clinical environment is essential and a top priority. High-touch surfaces such as faucets in exam rooms present infection risks when participants and clinicians must operate hand-turn controls. For a population where the average enrollee is between 60 and 69 years old and managing multiple chronic conditions, the spread of germs can have devastating consequences. Installing foot-pedal faucet controls will strengthen infection control protocols and safeguard both participants and staff. Similarly, the current low-cost interior paint has not held up well in a bustling, high-traffic, social environment. Repainting with high-quality materials will enhance sanitation and infection control, while also restoring trust and dignity by ensuring the Center reflects the high standard of excellence that participants expect.

Most importantly, these improvements directly align with the mission of PACE: to help frail seniors live independently in the community and avoid costly nursing home placements. In Fayette County, where nearly 80% of Bluegrass PACE participants live, these facility upgrades are more than just building improvements; they are lifelines that allow vulnerable seniors to stay at home, surrounded by family and community. Given that the average annual cost of nursing home care in Kentucky exceeds \$90,000 per person, every senior who can safely stay at home through the PACE model represents a significant cost savings for public systems as well as a profound personal benefit in terms of dignity and independence.

The requested improvements are essential to ensure compliance with CMS regulations, protect the health and safety of participants, and support the rapid growth of PACE in Fayette County, where nearly four out of five participants live. Costs are allocated to benefit local residents. This targeted investment will strengthen the only federally authorized program in the county specifically designed to help low-income, disabled seniors live independently, and will keep the Bluegrass PACE Center a trusted, safe, and therapeutic hub for years to come.

#### Identified Needs and Costs

1) Walk-in Freezer with Concrete Pad and Electric – \$28,902.00

Current Status: The Center has recently added two additional refrigerators and a freezer; however, these additions will not be sufficient to meet nutritional needs as enrollment grows.

Vendors: Bluegrass Concrete Solutions, C Worth, Dixon Electric

2) Whole Building Interior Paint – \$20,400.00

**Current Status:** To reduce initial renovation expenses, the interior was painted with inexpensive, one-coat paint. This has not withstood daily use, resulting in visible wear, cracks, and an unwelcoming appearance.

**Vendor:** Custom Work of KY

**3) Clinic Exam Room Faucet Replacement/Conversion – \$5,774.00**

**Current Status:** Existing faucets require staff and participants to touch on/off handles, increasing the risk of germ transmission. Installing foot-pedal controls will improve infection control.

**Vendor:** Frantz

**4) Client Gazebo with one new concrete pad – \$4,197.98**

**Current Status:** The Center lacks a covered outdoor space for socialization and recreation. The existing entry awnings and garden patio are uncovered, inadequate or/and unsafe when crowded. Two 10x10 aluminum gazebos will create safe, shaded outdoor areas for recreation and therapy.

**Vendor:** Home Depot, Bluegrass Concrete Solutions

**5) Courtyard Benches – \$2,397.00**

**Current Status:** No covered or weather-protected seating is currently available in outdoor areas, including the existing patio/garden area. Installing three 8-foot benches will create safe, comfortable spaces for seniors to enjoy fresh air and social interaction.

**Vendor:** Global

**6) Contingency – \$2,989.02, 4.6% of project costs set aside for material or labor increases.**

Total Project Request: \$61,670.98

Total Project with Contingency: \$64,660.00

**Section 3: Applicant Capacity for Project**

BCN has a long and proven history of successfully managing local, state, and federal government grants for both capital and operational projects. The organization is currently engaged in a multi-year partnership with the LFUCG Grants and Special Programs Department to administer the HUD Older Adults Home Modification Program, managing \$500,000. Additionally, BCN has been awarded the Winter Weather Elderly and Specialized Needs Emergency Shelter program from the LFUCG Office of Homelessness Prevention and Intervention for three consecutive years, totaling \$610,270.

BCN has also successfully executed major federal awards, all of which were closed with no findings or deficiencies:

- \$1,000,000 – U.S. Department of Health and Human Services, Alzheimer's Disease Program Initiative (2019–2022)
- \$538,756 – USDA Rural Utilities Service Distance Learning and Telemedicine Grant (2020–2023)
- \$137,102 – ARPA Subrecipient, LFUCG Office of Homelessness: Non-congregate Emergency Shelter/Medical Respite (2021–2023)
- \$681,470 – ARPA Subrecipient, LFUCG Department of Social Services: PACE Center Capital and Operations Improvements (2022–2023)
- Since 2017, BCN has also consistently managed LFUCG ESR grant awards, including two recent FY25 awards totaling \$150,000 for

emergency shelter and community grief care services in Fayette County.

BCN has the staff expertise and infrastructure to ensure compliance with all LFUCG requirements. Key staff include:

- Liz Fowler, President/CEO – 30+ years of experience with successful leadership through several complex construction/renovation and capital investment projects during her tenure at BCN, including the construction of the Lexington Headquarters building and the purchase and implementation of a new electronic medical records system. Liz also has years of experience overseeing grant-funded projects.
- Laura Klumb, Vice President of Philanthropy – Brings 27+ years of nonprofit leadership and grant management experience.
- Melissa Perry, MSN, RN, CNML, NE-BC, PACE Site Director – Manages PACE Center operations and ensures regulatory compliance with 10+ years of experience in nursing management.
- Jamie Cason, Facilities Maintenance Manager - Leading BCN construction and renovation projects for nearly 15 years. Jamie supervised the Phase I and Phase II renovations of the PACE Center and worked closely with organizational leadership to ensure that the 2020 construction of BCN's new headquarters campus was completed on time and under budget, as well as the 2022 renovations.
- Shauna Chapleau, Senior Accountant/Project Specialist – With over 10+ years of experience, Shauna tracks grant expenditures and ensures compliance with procurement and reporting requirements.

BCN maintains the fiscal capacity to manage large awards, routinely producing the full documentation required for reimbursement. This track record demonstrates that BCN has the expertise, fiscal strength, and compliance infrastructure to successfully implement this project.

#### **Section 4: Operational Feasibility**

Immediately upon execution of the funding agreement for a LFUCG 2025 Nonprofit Capital Grants award (anticipated in November 2025), BCN will begin soliciting official bids for the PACE Center Facility Improvement project components, in full compliance with BCN's procurement requirements.

The PACE Center Facility Improvement Project consists of five separate sub-components, each of which can be completed on its own schedule. The five sub-components can be pursued separately but concurrently. For example, freezer installation, interior painting, and gazebo installation can all start simultaneously, but none depend on another being finished to proceed. Because each sub-project can advance independently, a supply chain delay affecting one vendor won't halt progress on other components.

Based on the LFUCG award notification timeline, our plan is to quickly implement the procurement process for each sub-project beginning in late 2025. Once bids are finalized for the various sub-projects, each will begin implementation with the chosen vendors. PACE program clinical leaders will work closely with the Facilities Maintenance Manager to ensure that the improvement projects progress smoothly and are conducted in a way that minimizes disruption for participants. All estimated costs provided by vendors assume work during off-clinic and off-center hours, like nights and weekends.

The estimated costs included in this proposal fully fund each facility improvement component, and the budget also includes a contingency percentage to account for potential rising costs of materials or labor that may exceed current estimates. BCN does not anticipate needing to secure additional outside support for these projects. However, if necessary, BCN has an existing line of credit with Truist Bank that could be used until other organizational revenue and/or community support can be identified to cover any expense overrun.

Jamie Cason, Facilities Maintenance Manager, will be responsible for overseeing the PACE Center Facility Improvement Project. He and his full-time Facilities Maintenance Technician will be on-site managing the renovations. Jamie will work closely with the construction vendors and suppliers who have been awarded bids to ensure the projects stay on track, within budget, and ahead of schedule.

Since none of the sub-component projects will take more than a few weeks to complete once construction starts, we anticipate that the entire PACE Center Facility Improvement Project can be successfully completed by May 1, 2026, well before the April 30, 2027, expenditure deadline. Even if some issues cause delays in implementing certain components, we are confident that the allocated funds for the project will be spent many months ahead of schedule.

#### **Section 5: Cost Analysis – and attachments**

BCN has worked diligently to gather cost estimates from various construction companies and vendors to determine the total budget needed for the PACE Center Facility Improvement Project. BCN understands that these estimates might increase during the formal bidding process. Therefore, a contingency line item has been included

in the budget to cover costs that emerge or increase after submitting this proposal. For commercial construction projects, the typical contingency ranges from 5-10% of the total budget. Considering the current instability of the global economy, we have incorporated a 4.6% contingency in the budget.

The total budget for the PACE Center Facility Improvement Project, including contingency funds, is \$64,660.00.

Please find the overall line-item budget for the PACE Center Facility Improvement Project, along with the cost estimates for each line item. The narrative explanation for each line item is included within the budget.

	<b>Capital Expense</b>	<b>Estimated Cost</b>	<b>Notes</b>	<b>Verified Cost Estimate</b>
	PACE Walk-in Freezer with concrete pad and new electric	\$2,200.00 \$23,012.00 \$3,690.00	Outdoor Walk-in Freezer, stainless steel floor with centered door, outdoor top mount self-contained refrigeration/condenser unit, including all electric needed, 11x9 concrete pad for walk-in freezer base includes digging, relocating cutter and downspouts, drilling holes and rebar, placing rock and compacting, forms and pour 6" deep to handle 1600 lbs	Bluegrass Concrete, C Worth, Dixon Electric
	PACE Center Whole Building Interior Paint	\$20,400.00	All client and public-facing walls are patched and painted, including stress cracks, sanding, and paint prep. One coat of paint only with a main	Custom Work of KY

			tan and 1 accent color	
	PACE Clinic Exam room Faucet Replacement or Conversion	\$5,774.00	Install/retrofit 5 brass faucets and foot pedal controls. Running hot and cold feeds from existing lines	Frantz
	PACE Client Gazebos plus 1 concrete pad	\$1,997.98 \$2,200.00	10x10 Aluminum Hardtop Gazebo (2, 998.99 each) for outdoor recreational and therapeutic client space. Concrete pad for 1 gazebo.	Home Depot, Bluegrass Concrete
	PACE Gazebo Courtyard Benches	\$2,397.00	8' Bench with Back for client sitting area under the gazebo. (3 total, 799 each)	Global Industrial
	Contingency	\$2,989.02		
	<b>Total</b>	<b>\$64,660.00</b>		

**Bluegrass Care Navigators****2025 Organizational Budget**

<b>Category</b>	<b>Total Budget</b>
<b>REVENUES</b>	
Fundraising Income	\$2,991,150.00
Grant Revenue	\$651,673.00
Other Revenue	\$539,017.00
Investment Income	\$1,365,680.00
Net Patient Billings	\$86,579,893.00
<b>Total Revenues</b>	<b>\$91,475,741.00</b>
<b>EXPENSES</b>	
Personnel Expenses	\$63,797,788.00
Taxes and Benefits	\$12,859,032.00
Patient Services Expenses	\$15,011,519.00
Administrative and General	\$11,279,695.00
Program Expenses	\$1,027,050.00
Fundraising Expenses	\$293,955.00
<b>Total Expenses</b>	<b>\$91,310,007.00</b>
<b>Excess of Revenues Over Expenses</b>	<b>\$165,734.00</b>

**LFUCG 2025 Nonprofit Capital Grant**

**RFP 28-2025**

**BCN Project Narrative #2**

**BCN Headquarters Facility Improvement Project**

**Section 1 – Directly Provide or Indirectly Facilitate the Provision of Services to Low Income, Underserved or Marginalized Lexington-Fayette County Residents**

Since 1978, Bluegrass Care Navigators (BCN) has been a trusted provider of hospice, palliative, transitional, and grief care for residents of Lexington-Fayette County and their families. While best known for our hospice services, today BCN offers a broad continuum of programs that help people with serious illness live with dignity, comfort, and respect. In 2024 alone, BCN served 5,869 Fayette County residents through 381,633 days of care and 125,264 visits, ensuring that no one faces serious illness or end of life alone.

Through the support of committed donors, our incredible volunteers, and numerous community partners, BCN is able to provide grief care free of charge, ensure that hospice patients are never turned away due to inability to pay or insurance status, and provide specialized programs to those most often excluded from traditional healthcare systems. Many of the individuals we serve come from low-income, underserved, and marginalized families. In 2024, 368 neighbors in Fayette County, including children, received free grief care services, with a total of 2,404 counseling sessions provided. Half of these participants had no prior connection to hospice, underscoring our role as a community-wide resource for healing and resilience.

BCN's headquarters is located at 1733 Harrodsburg Road, Lexington, Kentucky 40504, in the heart of Fayette County. The property is wholly owned by BCN, ensuring long-term stability and stewardship of the building. Originally the IBM office building, it underwent a complete renovation in April 2020 to become a modern campus designed to meet the needs of both clinical and administrative teams. The campus houses clinical

and administrative teams who coordinate care for thousands of Fayette County residents each year. While much of the building was completed in 2020, the second floor of the headquarters underwent additional renovations in the spring of 2022, made possible through funding from the Lexington-Fayette Urban County Government (LFUCG) ARPA Nonprofit Capital Grant. During the renovation, an aging cast-iron sewer line was discovered, limiting the use of the only ADA-accessible bathroom on that side of the building and creating an inconvenience and accessibility barrier for staff, patients, and visitors.

Each of BCN's specialized programs is coordinated from our campus on Harrodsburg Road. Our services include:

- Bluegrass Hospice Care – Comfort and quality of life for patients of all ages with terminal illness.
- Bluegrass Palliative Care – Relief from pain and symptoms for people living with serious illness.
- Bright Path – Pediatric palliative care for infants, children, and young adults.
- Bluegrass Grief Care – Free grief counseling for anyone in the community.
- Bluegrass Integrative Medicine – Complementary therapies such as massage, music, art, and animal-assisted therapy.
- Bluegrass Transitional Care – Post-hospital support to help patients stay safely at home.
- Bluegrass Transitional Care Dementia Program – A CMS Demonstration Project providing in-home dementia support.
- Bluegrass PACE Care – A comprehensive, federally regulated Program of All-

Inclusive Care for the Elderly.

BCN's mission is to serve every qualifying patient with the highest quality of physical and psychosocial support, regardless of race, color, religion, sex, sexual orientation, disability, or national origin. Our "Non-Discrimination in Patient Care" policy ensures full inclusion. We provide translation services for those with limited English proficiency, require cultural diversity training for all new team members, and have integrated health equity as a guiding principle. Full-time Health Equity Officers lead outreach to low-income and underserved residents, while our Faith & Community Collaborative mobilizes trusted leaders to increase access to care. In 2024, BCN participated in 74 community outreach events to foster connections and reduce barriers to healthcare.

BCN is in good standing with the Kentucky Secretary of State and holds both a Platinum Seal of Transparency from Candid (GuideStar) and a 100% "Give with Confidence" rating from Charity Navigator. The organization agrees to comply with all local, state, and federal laws and affirms that no funds awarded through this grant will be used to teach, promote, or advocate any religion.

### **Section 2 – Demonstrated Need**

During renovations on the second floor of the BCN Headquarters in 2022, a deteriorated cast iron sewer line was discovered, rendering the only ADA-accessible bathroom on that side of the building unusable. This problem creates a serious accessibility barrier for patients, caregivers, visitors, and staff who depend on reliable and safe facilities.

The impact of this infrastructure failure extends beyond inconvenience. Without a

working ADA restroom, BCN cannot fully meet accessibility standards, nor can we make our second-floor space available for community meetings and nonprofit partners as intended. As a result, part of the building that was meant to serve the community remains underutilized. It is crucial that BCN provide our team members with safe, finished workspaces so they can successfully fulfill their roles and meet the needs of the patients and clients we serve in the community.

The requested improvements are outside of the organization's available budgeted capital resources. The space cannot be completed without a committed external funding source.

Replacement of the sewer line is essential to restore the building's full and safe use. It will allow BCN to:

- Ensure ADA compliance and equitable access for all who enter the headquarters.
- Protect health and safety by preventing further deterioration and potential environmental hazards.
- Support program growth and collaboration, inviting other nonprofits to use the space for the benefit of Fayette County residents.

The total estimated cost is \$5,340.00 and exceeds BCN's current available capital resources. Funding from a LFUCG Nonprofit Capital Grant award will ensure this project is completed promptly, restoring critical accessibility and allowing BCN to continue serving as a reliable hub for patient care and community collaboration in Fayette County.

### **Section 3: Applicant Capacity for Project**

BCN has a long and proven history of successfully managing local, state, and federal government grants for both capital and operational projects. The organization is currently engaged in a multi-year partnership with the LFUCG Grants and Special Programs Department to administer the HUD Older Adults Home Modification Program, managing \$500,000. Additionally, BCN has been awarded the Winter Weather Elderly and Specialized Needs Emergency Shelter program from the LFUCG Office of Homelessness Prevention and Intervention for three consecutive years, totaling \$610,270.

BCN has also successfully executed major federal awards, all of which were closed with no findings or deficiencies:

- \$1,000,000 – U.S. Department of Health and Human Services, Alzheimer's Disease Program Initiative (2019–2022)
- \$538,756 – USDA Rural Utilities Service Distance Learning and Telemedicine Grant (2020–2023)
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- Since 2017, BCN has also consistently managed LFUCG ESR grant awards, including two recent FY25 awards totaling \$150,000 for emergency shelter and community grief care services in Fayette County.

BCN has the staff expertise and infrastructure to ensure compliance with all

LFUCG requirements. Key staff include:

- Liz Fowler, President/CEO – 30+ years of experience with successful leadership through several complex construction/renovation and capital investment projects during her tenure at BCN, including the construction of the Lexington Headquarters building and the purchase and implementation of a new electronic medical records system. Liz also has years of experience overseeing grant-funded projects.
- Laura Klumb, Vice President of Philanthropy – Brings 27+ years of nonprofit leadership and grant management experience.
- Jamie Cason, Facilities Maintenance Manager - Leading BCN construction and renovation projects for nearly 15 years. Jamie supervised the Phase I and Phase II renovations of the PACE Center and worked closely with organizational leadership to ensure that the 2020 construction of BCN's new headquarters campus was completed on time and under budget, as well as the 2022 renovations.
- Shauna Chapleau, Senior Accountant/Project Specialist – With over 10+ years of experience, Shauna tracks grant expenditures and ensures compliance with procurement and reporting requirements.

BCN maintains the fiscal capacity to manage large awards, routinely producing the full documentation required for reimbursement. This track record demonstrates that BCN has the expertise, fiscal strength, and compliance infrastructure to successfully implement this project.

#### **Section 4 – Operational Feasibility**

Immediately upon execution of the funding agreement for the LFUCG 2025 Nonprofit Capital Grant award (November 2025), BCN will solicit official bids for the HQ sewer line replacement project in compliance with BCN procurement policies. Given the award notification timeline, BCN plans to expedite the procurement process to find a qualified contractor. As soon as the bid is finalized, BCN will move ahead with construction using the chosen vendor.

The total cost of the sewer line replacement project is detailed in the attached bid from Frantz Building Services. If additional funding is required, BCN will utilize an existing line of credit with Truist Bank to complete the project while securing additional organizational or community support to cover any remaining costs.

Oversight of the project will be led by Jannette Baker, Vice President of Information Technology and Security, who will work closely with Jamie Cason, Facilities Maintenance Manager, and his full-time Facilities Maintenance Technician. Jannette will be responsible for bid review, contracting, and approvals, while Jamie and his team will manage daily on-site progress. Together, they will ensure the project stays on schedule, within budget, and complies with all LFUCG reporting and reimbursement requirements.

Based on the timeline of our recent renovations of both our HQ building and the PACE Center, BCN expects that the sewer line replacement will be successfully finished well before the April 30, 2027, expenditure deadline.

#### **Section 5 – Cost Analysis**

BCN has received multiple professional estimates and has selected Frantz Building Services for the HQ sewer line replacement project. The estimate includes all

necessary labor, materials, and construction costs required to complete the project in accordance with local building codes and accessibility standards.

The total estimated budget for the project is \$5,340.00, as detailed in the attached bid from Frantz Building Services. This amount covers the entire cost of replacing the 40-foot deteriorated cast iron sewer line on the second floor of BCN's HQ building.

	<b>Capital Expense</b>	<b>Estimated Cost</b>	<b>Notes</b>	<b>Verified Cost Estimate</b>
HQ 2 <sup>nd</sup> Floor Building	HQ 2 <sup>nd</sup> Floor ADA Bathroom Cast Iron Replacement	\$5,340.00	Replace 40' of cast iron plumbing with PVC pipe and fittings.	Frantz
	<b>Total</b>	<b>\$5,340.00</b>		

<b>Bluegrass Care Navigators</b>	
<b>2025 Organizational Budget</b>	
<b>Category</b>	<b>Total Budget</b>
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<b>Excess of Revenues Over Expenses</b>	<b>\$165,734.00</b>



ESTIMATE	#340
ESTIMATE DATE	Sep 18, 2025
EXPIRATION DATE	Oct 18, 2025
DEPOSIT DUE	\$1,100.00

Jamie Cason  
 2409 Members Way  
 Lexington, KY 40504

(859) 509-5078  
 jcason@bgcarenav.org

CONTACT US

879 Shadeland Dr  
 Danville, KY 40422

(859) 927-8999  
 bluegrassconcretesolutions@gmail.com

ESTIMATE

Services	Qty	Unit Price	Amount
concrete pad (11x9)	1.0	\$2,200.00	\$2,200.00
1. Set forms			
2. Prep area			
3. Dowel in Rebar			
4. 5" concrete pad			
5. Pour 4000 psi concrete			
6. Broom Finish			
7. Cleanup area			

Services subtotal: \$2,200.00

**Total** \$2,200.00  
**Deposit** \$1,100.00

Thank you for choosing Bluegrass Concrete Solutions. We thoroughly enjoyed doing the work and we look forward to coming back again soon.

BCN 50



# Quote

09/16/2025

**Project:**  
Bluegrass Pace Walk-in Freezer

**From:**  
C. Worth Inc.  
Emanuel Rizzo  
1403 Versailles Rd.  
Lexington, KY 40504  
(859)269-5964

Job Reference Number: 11524

Due to unprecedented times and the state of the global supply chain, this budgetary quote will be honored as noted on quote. Dependent on the lead time of the product(s) and/or unit(s) within this budgetary quote, final invoices may reflect more than the budgetary quote specifies. Changes in quotations may occur due to manufacture price increases, surcharges on product(s) and/or unit(s), surcharges on inbound ocean freight, domestic transportation increases and other factors affecting the global and domestic supply chain. C. Worth will inform the buyer of variations in quotation amount(s) at time of variation notice from the manufacture and will offer documentation(s) of proof if requested. Accepted quotes are binding once purchase order is submitted to manufacture(s).

**QUOTE IS VALID FOR 30 DAYS ONLY**

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>WALK-IN FREEZER</b>  7'-10" x 7'-10 1/8" x 7'-7" (Rectangular)Outdoor Freezer, with Floor Interior Dim: 7'-2" x 7'-2 1/8" x 6'-11" (w x l x h) Temperature: -10°F (95°F ambient) Insulation: 4" thick AK-XPS4 extruded foam with R-values of R-29 for coolers and R-32 for freezers with a 50 Year Thermal Warranty. UL Classified Core Flame Spread 15, Smoke Rating less than 165. Warranty: 15 Year Panel Warranty and 1 Year Parts Warranty Finishes: Interior walls: 26 Ga. Stucco Embossed Acrylume Exterior walls: 26 Ga. Stucco Embossed Acrylume Interior ceiling: 26 Ga. Stucco Embossed Acrylume Exterior ceiling: 26 Ga. Stucco Embossed Acrylume Floor Type: Type F2-DT Application: Pan Rolling Racks , Dunnage Racks NSF Floor panel rated for 900 LBS/ SQ. FT. Diamond tread plate .090" Integral - Not Reinforced Door: (1) Standard 36" x 76" Left hinged flush door with brushed hardware. Interior & Exterior finish: 26 Ga. Stucco Embossed Acrylume.	\$13,552.00	\$13,552.00

Item	Qty	Description	Sell	Sell Total
		Energy saving temperature regulating thermostat heater wire and heated relief vent. Heavy duty deadbolt handle latch with 1/4 turn inside release. Digital LED Thermometer with pilot light switch. 1807 11w, Vapor Proof, 120V. LED fixture. 82 Lumens /watt Angled face . Requires 115vac. 2.2 amps. With External Ramp 24" deep x 36" wide		
			<b>ITEM TOTAL:</b>	<b>\$13,552.00</b>

2	1 ea	<b>OUTDOOR CONDENSING UNIT</b>	\$9,460.00	\$9,460.00
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(1) 2 HP Bohn DOE Compliant Outdoor Condensing Unit, 208-230/1/60, MCA 37.5 Amps, Low Temperature, Scroll, Air-cooled, R-448A, This refrigeration system is designed and certified for use in walkin freezer applications - AWEF3.14, 1 (8273 Btu/hr @ -10°F room temperature and 95°F ambient) 208-230/1/60, Low Profile Electric Defrost, 1 Fan Amps with Fixed Speed EC motor 1-year compressor and parts warranty from shipment date 30-day labor allowance in case of equipment failure at start up (1) Extended 4 year compressor WarrantyRefrigeration quoted Remote Pre-Assembled / Pre-wired with factory mounted components. Refrigeration excludes lines and Refrigerant

**ITEM TOTAL: \$9,460.00**

Merchandise	\$23,012.00
Tax 6%	\$1,380.72
<b>Total</b>	<b>\$24,392.72</b>

**OWNER/CONTRACTOR RESPONSIBILITIES**

**Electrician**

- o Power from main supply panel to walk-in disconnects.
- o Whip from disconnects to compressor
- o Whip from compressor to evaporator
- o 6 wire whip (braided wire) from Compressor to evaporator labeled or colored – required for freezer only, if applicable
- o 120V electrical outlet inside of freezer for heat tape connections
- o 120V electrical switch inside of cooler for evaporator disconnect
- o Hang and install LED lights, connected to light switch located at door
- o Electrical connection to Pressure Relief Port Heater (if applicable)

**Plumber**

- o Provide access to drain outside of cooler

**Contractor**

- ◊ Roof penetration and/or wall penetration for refrigerant and drain lines (if applicable)
- ◊ Flashing for roof penetration for refrigeration lines
- ◊ Fire caulk wall openings, if required.
- ◊ Provide level surface for cooler/freezer installation. If poured pad, pad must be a minimum 3" larger than box on each side.
- ◊ Wall flashing for exterior boxes
- ◊ Flashing of membrane roof to wall of building for exterior boxes

Thank you for selecting C.Worth for a quote.

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$24,392.72

# dixon electric inc.

516 West Fourth Street • Lexington, Kentucky 40508 • 859-276-2575 • jim.milner@dixonelectric.com  
Engineering • Commercial • Multi-Housing • Industrial • Healthcare • Traffic Signal • Powerline • Directional Boring • Excavation

September 25, 2025

Bluegrass Care Navigators  
2409 Members Way  
Lexington, KY 40504

Attn.: Mr. Jamie Cason

Re: Furnish and Install Electrical Power to Outdoor Walk In Freezer  
2409 Members Way  
Lexington, KY

Dear Jamie,

Our proposal is based on furnishing and installing (1) 50 Amp 2 pole 208 Volt circuit breaker in an existing panel, extending a 50 Amp 2 pole 208 Volt circuit from this panel to a new 60 Amp 2 pole 250 Volt non fused disconnect switch in a NEMA 3R enclosure on the exterior wall approximately 100 feet away from the panel to serve the walk in cooler.

We will run a new 20 Amp, 120 Volt circuit from the existing panel to the new walk-in freezer for the pre-installed lighting.

We have included furnishing both breakers for installation into this panel. We have included premium time labor to terminate these conductors and install the breakers in the panel during non-operating hours since the panel will need to be de-energized. All other work will be accomplished during straight time hours, i.e., 7 AM to 3:30 PM, Monday through Friday excluding holidays.

Connection to the walk-in cooler will be via liquid tight flexible conduit to single point connections on the freezer control panel.

We have included removing and re-installing the existing acoustical ceiling tiles between the new freezer location on the immediate exterior of the building and the panel. We will take care in doing this, however we have excluded any replacement tiles if they are damaged during this work.

Our base bid price for the above scope of electrical work is \$3,690.00.

Jamie, please review and advise if you have any questions or if I can be of assistance to you. Thank you for the opportunity!

Best Regards,

Jim Milner

**Project Estimator**

**859-276-2575 office  
859-227-9800 cell**

**Payment terms are payments are due 30 days from progress billing invoices, no retainage**

**The above proposal is accepted:**

---

<b>Name and Title</b>	<b>Date</b>
-----------------------	-------------

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[EXTERNAL EMAIL]Interior painting bid

---

From William Hendron <williampaintsky@icloud.com>

Date Wed 9/24/2025 11:01 AM

To Jamie Cason <jcason@bgcarenav.org>

CAUTION: EXTERNAL EMAIL DO NOT click links or open attachments unless you recognize the sender and know the content to be safe.

Sent from my iPhone  
Custom Work of KY  
Bill Hendron  
134 Allen Douglas Dr.  
Richmond, KY 40475  
859-806-0183  
#13750  
9-24-25

Bluegrass pace care center  
Jamie Cason  
2409 Members Way  
Lexington, Kentucky  
859-509-5078

Work to be performed;  
All walls in space will receive minor drywall repair throughout, including stress cracks.  
The repairs will be sanded and primed, and then one complete coat of eggshell existing colors will be applied throughout.

All floors and furnishings will be protected with plastic and drop cloths.

The work will take place from 4 PM until 3 AM in the morning and each night. We will clean facility so it is ready for business than following morning.  
The entire project will take 7 to 8 days to complete.

Cost for participant side \$14,100.00  
Cost for offices/employees side \$6,300.00

The total cost of labor and materials is \$20,400.00

Job site will remain clean at all times

There will be no money upfront, but balance is to be paid with in 14 days.

Authorized signature \_\_\_\_\_

Date of acceptance \_\_\_\_\_

**FRANTZ**

852 Floyd Drive • Lexington, Kentucky 40505 • Telephone (859) 233-1335 • FAX (859) 233-3627

**FRANTZ**

September 26, 2025

Bluegrass Care Navigators  
2409 Members Way  
Lexington, Ky 40504

Dear Jamie:

Scope:

- Retrofit 5 clinic exam room sinks to hands free faucets with foot pedal controls

Material & Labor \$5,774.00

Note: Lead time on receiving faucets and foot pedals is 5-7 working days after ordering.

Thank you for the opportunity to quote. Should you have any further questions please call me. Please sign and date below if accepted.

Sincerely,



Ervin Manley  
Estimator

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DANI ER



Turfland 10PM

40502



Turfland 10PM

40502



Menu



Quotes



Lists



James

... / [Outdoors](#) / [Shade Structures](#) / [Gazebos](#) / [INMITOM Gazebos](#)

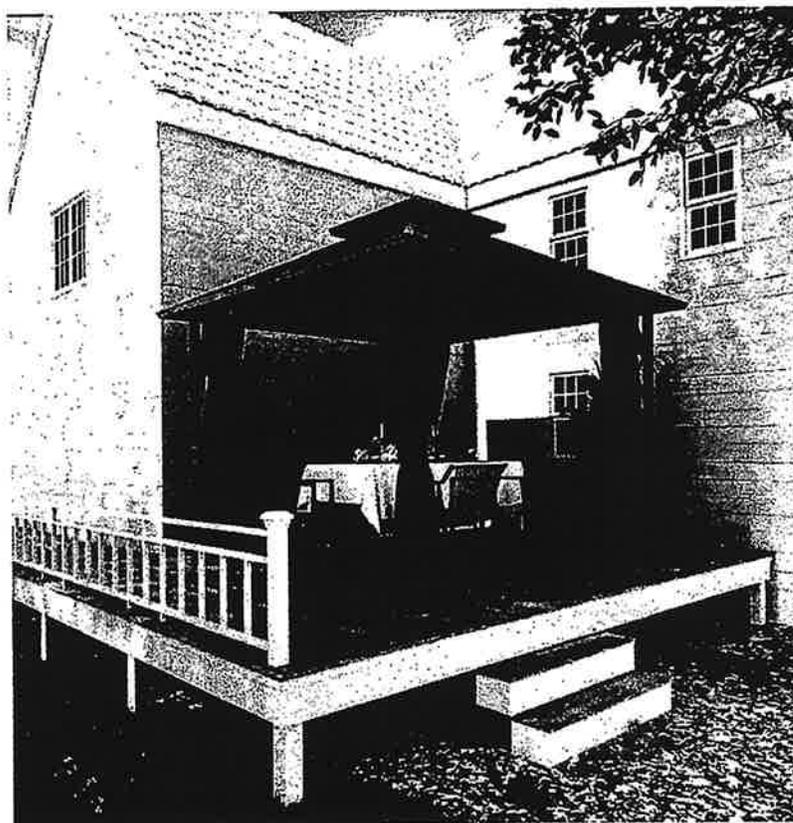
Internet # 330987473 Model # HD-A41 UPC Code # 658359925897

INMITOM

### 10 ft. x 10 ft. Aluminum Hardtop Gazebo with Double Galvanized Steel Roof, Netting and Curtains for Patio and Backyard

★★★★★ (14) Questions & Answers (19)

Feedback



Hover Image to Zoom

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Limit 10 per order

**SPECIAL BUY \$998.99 /foot** Was \$1,147.21 Save \$148.22 (13%)

Pay \$948.99 after \$50 OFF your total qualifying purchase upon opening a new card. Apply for a Pro Xtra Credit Card

- Rust-proof aluminum galvanized steel ensures durability

Model #: WB694855BKKD

## Global Industrial™ 8' Outdoor Bench with Back, Vertical Steel Slat, Black

Questions & Answers  
(1) | (0)

PROMOTIONAL  
PRICE

**\$799.00**

was ~~\$899.00~~

Save \$100.00 (11%)

[Shop All Steel Slat Benches with Back](#)

Easy online or call-in returns.

[Read return policy](#)

Select Color

### Product Description

- ✓ Pre-drilled mounting holes for surface mounting
- ✓ Perfect for outdoor grounds and parks
- ✓ Slatted design helps prevent

[See More Details](#)

### Product Description

- ✓ Pre-drilled mounting holes for surface mounting
- ✓ Perfect for outdoor grounds and parks
- ✓ Slatted design helps prevent moisture buildup or standing water

The Global Industrial™ 8' Outdoor Bench with Back is a heavy-duty commercial bench that is ideal for schools, summer camps, or any outdoor environment requiring seating. Finished in outdoor powder coating, this 5/16" thick, heavy-duty steel durable bench can withstand even the harshest outdoor climates. Pre-drilled mounting holes allow the option to mount to any surface. 1-Year Limited Warranty.

This Global Industrial Exclusive Brands™ product was made with you in mind. There were teams of associates behind how we designed, manufactured, and tested, this item. We always ask, "Can it be made better?" That led us to produce smarter, more reliable products, with greater attention to detail and no corners cut. Why choose Global Industrial? Because this product was Made for you. MADE TO EXCEED.™

**Assembly instructions (1)** ^

[Assembly Instructions](#) 

### Specifications

#### Weights & Dimensions

Length	96 in
Width	26 in
Height	31 in
Weight Capacity	600 lbs
Seat Length	94 in
Seat Width	17 in
Seat Height	17-1/2 in

#### Product Details

Assembly Required	Yes
Type	Backed Bench w/Arms
Frame Color Family	Black
Color	Black

Top Finish	Powder Coating
Material	Steel Slat
Frame Material	Steel
Mounting Style	Surface
Collection	Steel Slat Collection
Brand	Global Industrial

### Warranty

Warranty	1 yr
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### Customer Also Viewed

### Customer Also Purchased

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### Related Products

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### Related Items

- outdoor bench steel
- black outdoor steel benches
- global industrial gray steel park bench
- global industrial 8 ft park bench
- ultrasite 6 ft armrest

EXCLUSIVE BRANDS SALE



