PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the ____th day of August, 2024, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services (hereinafter "Sponsor"), and, CHILDREN'S ADVOCACY CENTER OF THE BLUEGRASS, INC. with offices located 154 North Ashland Avenue, Lexington, Kentucky 40502, (hereinafter "Organization").

WITNESSETH

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

- This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - A. Exhibit A RFP #18-2024
 - B. Exhibit B Organization's Response to RFP #18-2024
- 2. Government hereby retains Organization for the period beginning on **July 1**, **2024**, and continuing for a period of two (2) years from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.
- 3. Government shall pay Organization the sum of **One Hundred and Ninety-Five Thousand 00/100 Dollars** (\$195,000) for Fiscal Year 2025 and **One Hundred and Ninety- Five Thousand 00/100 Dollars** (\$195,000) for Fiscal Year 2026 for the services required by

this Agreement, said services being more particularly described in Exhibits A and B, one-fourth (1/4th) of which shall be payable in September 2024 or shortly thereafter upon receipt of an **invoice** (for July through December 2024), with one-eighth (1/8th) payable each quarter thereafter upon submission of a quarterly invoice and a detailed quarterly program report. Quarterly invoices and detailed program reports shall be submitted by January 17th, 2025, April 18th, 2025, July 25th, 2025, October 17th, 2025, January 16th, 2026, and April 17th, 2026. A two-year-end program report shall be submitted by July 24th, 2026. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for both the quarterly financial and program reports will be provided.

- 4. In the event of termination of this Agreement by Government as provided for in paragraph 2 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.
- 5. Organization shall perform all duties and services included in Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and Band for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and
- 6. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest,

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

- 7. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.
- 8. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in Exhibits A & B attached hereto.
- 9. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.
- 10. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the

responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

- 11. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 12. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.
- 13. This instrument, and additional documents attached hereto, contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.
- 14. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:
 - A. Objectives: Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these policies.
 - B. Investment Funds Management: The governing board may elect to either:

- (1) Manage its investment through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff; or
- (2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulation. The trust department may utilize its regular short-term one hundred percent (100%) US Treasury Fund for daily funds investment.

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

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

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

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

- (2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.
- (3) All investments shall be reviewed monthly by a finance or investment committee of the agency.
- (4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are full insured.
- D. Audit - All investments shall be audited at least annually by independent certified public accountant who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

For Organization:	
For Government:	Attn: Lexington-Fayette Urban County Gov. 200 East Main Street
	Lexington, Kentucky 40507 Attn: Kacy Allen-Bryant, Commissioner Department of Social Services
IN WITNESS WHEREOF,	the parties have executed this Agreement at Lexington,
Kentucky, the day and year first at	pove written.
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	CHILDREN'S ADVOCACY CENTER OF THE BLUEGRASS, INC.
BY:	BY:
ATTEST:	
Clerk of the Urban County Council	

Notice - Any written notice required by the Agreement shall be delivered by

15.

certified mail, return receipt requested, to the following:

Exhibit A



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for #18-2024 Community Wellness & Safety – Extended Social Resources (ESR) Grant Program to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **April 25, 2024**. All forms and information requested in RFP #18-2024 must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

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

SELECTION CRITERIA:

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

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

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

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

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

Comes the Affiant,, and after being first duly sworn, states under penalty of perjury as follows:
T
1. His/her name is and he/she is the
individual submitting the proposal or is the authorized representative
of Children's Advocacy Center of the Blograss, 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. Decrease has nother took the Division of D
4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to displace to the Urban County County that
information with the Division of Revenue and to disclose to the Urban County Council that
taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the
Commonwealth of Kentucky within the past five (5) years and the award of a contract to the
Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the
Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF <u>Kentucky</u>
COUNTY OF <u>Fayette</u>

The foregoing instrument was subscribed, sworn to and acknowledged before me

by <u>Taylor Ballinger</u> on this the <u>33</u> day of <u>April</u>, 20<u>34</u>.

My Commission expires: 9/1/25

NOTARY PUBLIC, STATE AT LARGE

Laura Elizabeth altr



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Children Advocay late of the Streets
Name of Business

Name of Organization: Children's Advocacy Center of the Bluegrass

Categories	Total	(N Hisp	hite Not panic or iino)	c	oanic or tino	Afric Ame n (I Hisp	ck or can- erica Not eanic er ino	Haw n a Otl Pac Islan (N Hisp	tive valia and her cific nder lot banic or	Hisp c	ian lot eanic er ino	n In O Alas Na (n	tive ot anic	mo rac (N Hisp	lot anic	То	otal
		М	F	М	F	М	F	М	F	М	F	М	F	М	F	М	F
Administrators	4	2	2													2	2
Professionals	13		12		1												
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	2		2														
Skilled Craft																	
Service/Maintenance																	
Total:	(19)	2	16		1											2	17

Prepared by:	Tayl	r Balling	er,	Vaclyment Director	Date: _	7	,22,2024
	2.7			(Name and Title)			Revised 2015-Dec-15

Firm Submitting Proposal: Children's Advocacy Cate of the Bhegass
Complete Address: 162 N. Ashland Ave Lexington, KY 40502 Street City Zip
Contact Name: Taylor Ballinger Title: Daclomt Director
Telephone Number: 151-225-5437 Fax Number: 151-225-1102
Email address: taylor@ kykids. 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, safely 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



Lexington-Fayette Urban County Government Request for Proposals

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

Purpose

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

Eligibility

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

Instructions

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

Proposal Deadline – 2:00 PM EST April 25th, 2024.

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

1.0 GENERAL INFORMATION & SCOPE

1.1 Background

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

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

Funding Priority Area: Community Wellness & Safety

Projected funding is approximately \$950,000 of total ESR Grant Program Community Based Initiatives Award. This amount is subject to change upon Council ratification of the Fiscal Year 2025 Budget.

LFUCG seeks to strengthen and enhance Community Wellness and Safety by supporting programs and services addressing *Substance Use Disorder and Community Violence Intervention*. LFUCG intends to award grants for priority-rated programs and services based on documentation of marginalized client populations and articulated individual and community outcomes. The program should utilize best practices and evidence-based models when engaging, assessing, intervening, and terminating services with underserved population groups.

2.0 GENERAL PROVISIONS

2.1 Purpose

The LFUCG is accepting applications from qualified non-governmental, non-profit agencies with current **501(c)3** tax exempt status and with a physical business or program site location in Fayette County (hereinafter, referred to as "Applicant") for ESR funding for FY2025 & 2026 (July 1, 2024 – June 30, 2026). This funding is intended to support agency **programs** which respond to the **funding priorities** established herein. **THIS FUNDING IS <u>NOT</u> INTENDED TO SUPPORT GENERAL AGENCY OPERATIONS, other than overhead required to support the subject program.**

2.2 Funding Period

The funding period is from July 1, 2024 through June 30, 2026.

2.3 **ESR Grant Informational Workshop**

The Department of Social Services conducted a meeting on March 26th, 2024 that provided potential proposers with an overview of the proposal and review process, instructions on completing the RFP, and presentation of funding priorities.

2.4 **Proposal Submission**

All Submissions must be uploaded to the LFUCG procurement website at https://lexingtonky.ionwave.net by April 25th, 2024 before 2:00 PM EST. The Submission shall include an enclosed form that shall contain the required documents, and respond to one or more established funding priorities.

Proposal submissions containing significant omissions of required information will be considered non-responsive and removed from the RFP funding process on the application deadline date (April 25th, 2024). Significant missing responses to questions constitute an incomplete application. The final decision regarding application completeness and penalties will be determined by the LFUCG Division of

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

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

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

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

2.5 Acceptance/Rejection of Submissions

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

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

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

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

2.6 **Inquiries/Questions**

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

Todd Slatin, Director

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

E-mail: <u>tslatin@lexingtonky.gov</u> Phone: (859) 258-3320 **Deadline for questions is April 22nd, 2024 at 2:00 PM EST**

3.0 **FUNDING PROCESS**

3.1 Timeline

This Request for Proposals is being released on March 28th, 2024, and is made available to the public and all potentially eligible applicants. An informational and question and answer meeting will be held on Zoom on Thursday, April 18th, 2024 at 3:00 PM EST

Click here to Join Technical Q&A Zoom Meeting

https://bit.ly/ESR25TechQA Meeting ID: 865 6201 4467

Passcode: 781099

This meeting will be open to the public and any potentially eligible applicants are invited to attend and

ask questions or seek clarification regarding the RFP. Attendance is NOT required in order to submit a proposal and will not affect scoring during the evaluation process.

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

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

Successful applicants shall be contacted to negotiate a funding agreement with expectations that an award be in place for the funded programs to begin operations by July 1, 2024. No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for preaward costs.

3.2 Evaluation

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

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

3.3 Reporting

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

4.0 PROPOSAL FORMAT

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

5.0 **SCORING CRITERIA/EVALUATION**

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

ESR Grant Program RFP Criteria

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

Funding Priority Area: Community Wellness & Safety

Projected funding is \$950,000 of ESR Grant Program – Community Based Initiatives

LFUCG seeks to strengthen and enhance Community Wellness and Safety, by supporting programs and services addressing *Substance Use Disorder and Community Violence Prevention*. LFUCG intends to award grants for priority-rated programs and services based on documentation of marginalized client populations and articulated individual and community outcomes. The program should utilize best practices and evidence-based models when engaging, assessing, intervening, and terminating services with underserved population groups.

- **Substance Use Disorder**, which includes prevention of alcohol and drug abuse; prevention and treatment of addictive disorders through programs and services for individuals who suffer from these disorders; and harm reduction.
- Community Violence Prevention, which includes Youth Violence Intervention, including Gang & Gun Violence, Child Abuse & Neglect Services, Sexual Violence Prevention, Elder Abuse Prevention, Suicide Prevention and Intimate Partner Violence Prevention and Stalking.

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

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5.1 Program Proposal & Design

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

15 Points

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

5.1.2 Service Delivery Model

15 Points

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

5.1.3 Client Eligibility and Requirements

5 Points

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

5.1.4 Evidence-Based/Best Practice

10 Points

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

5.2 Program Measures & Evaluation

5.2.1 Service Efficacy & Desired Outcomes

10 Points

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

5.2.2 Client Empowerment & Community Impact

10 Points

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

5.2.3 Data Assessment & Quality Improvement

10 Points

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

5.3 Capacity & Sustainability

5.3.1 Staff Qualifications & Experience

5 Points

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

5.3.2 Partnership & Resource Leverage

5 Points

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

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

5.3.3 Outreach & Inclusion Strategy

15 Points

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

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community? How does your proposal support or enhance the recommendations made by the Mayor's Commission on Racial Justice & Equality?

6.0 Program Budget Summary Form

Proposal Submittal shall be considered incomplete and shall be rejected without completed Budget Summary Form. (which will be the total amount of FY25 ESR grant request)

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

Exhibit B



RFP-18-2024

Children's Advocacy Center of the Bluegrass Supplier Response

Event Information

Number: RFP-18-2024

Title: Community Wellness & Safety

Type: Request For Proposal

Issue Date: 3/28/2024

Deadline: 4/25/2024 02:00 PM (ET)

Contact Information

Contact: Todd Slatin

Address: Central Purchasing

Government Center Building

200 East Main Street Lexington, KY 40507

Phone: (859) 2583320 Fax: (859) 2583322

Email: tslatin@lexingtonky.gov

Children's Advocacy Center of the Bluegrass Information

Address: 162 N. Ashland Ave.

Lexington, KY 40502

Phone: (859) 514-1566 Fax: (859) 514-1566 Web Address: www.kykids.org

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

Taylor Ballinger	taylor@kykids.org
Signature	Email

Submitted at 4/23/2024 03:12:58 PM (ET)

Response Attachments

CAC of the Bluegrass -RFP #18-2024 CWS RFP Packet.pdf

Proposal Submittal Form for the Children's Advocacy Center of the Bluegrass.

CAC of the Bluegrass - Affidavit - LFUCG ESR 2025-26.pdf

CAC of the Bluegrass signed and notarized affidavit.

CAC of the Bluegrass - Equal Opportunity Agreement - LFUCG ESR 2025-26.pdf

CAC of the Bluegrass signed Equal Opportunity Agreement.

CAC of the Bluegrass - Workforce Analysis Form - LFUCG ESR 2025-26.pdf

CAC of the Bluegrass workforce analysis form and firm information form.

CAC of the Bluegrass - General Provisions - LFUCG ESR 2025-26.pdf

CAC of the Bluegrass signed general provisions form.



PROPOSAL SUBMITTAL FORM

Agency Inform	nation	
Agency Name:	Children's Advocacy Center of the Bluegrass, Inc.	
Mailing Address:_	154 N. Ashland Ave. Lexington, KY 40502	_
Street Address:	162 N. Ashland Ave. Lexington, KY 40502	_
Phone: (<u>859</u>) <u>22</u>	<u>25 - 5437</u>	
	ristered with the IRS as a 501(c)3 organization? We registered with the IRS as a 501(c)3 organization to be eligible for ESR Program funding.)
	have a Gold Seal of Transparency or higher profile on GuideStar.org? Ave a Gold Seal of Transparency or higher profile with GuideStar.org to be eligible for ESR funding.)
Website Address:	www.kykids.org	_
• , ,	ative (typically the Executive Director - Name, Title, Phone, Email): s - Executive Director, 859-225-5437, winn@kykids.org	_
•	g Application (Name, Title, Phone, Email): er - Development Director, 859-225-5437, taylor@kykids.org	_
Program Infor		
Name of program	for which funds are being requested: Victim's Services Program	_
	225,000 punt Requested: \$	

RFP #18-2024 PROPOSAL SUBMITTAL FORM

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

5.1 Program Proposal & Design

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

15 Points

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

According to the US Department of Health and Human Services, Kentucky 's rate of child abuse victims in 2023 was 12.3 per 100,000, nearly double the national average (7.7). However, unreported cases of abuse outnumber reported cases. Nationwide, one-in-ten children will be a victim of sexual abuse before turning 18. Since June 2023, over 3,800 reports of child abuse have been made in Fayette County, with 575 of those reports indicating sexual abuse. The need for quality, coordinated care for childhood victims of abuse is greater than ever.

Children's Advocacy Center of the Bluegrass (CACBG) works to reduce the trauma experienced by child victims of sexual abuse and brings hope and healing to families. CACBG collaborates with law enforcement, the Cabinet for Health and Family Services, and the Fayette County and Commonwealth's Attorney's Offices to coordinate the treatment, investigation, and prosecution of child sexual abuse cases in Fayette County. CACBG is the only agency in Fayette County providing these services.

All services are implemented by a highly trained and dedicated staff in a safe, child-friendly facility. By coordinating services, CACBG helps children receive the care and support needed to leave the trauma of abuse behind them. Untreated child abuse has a detrimental impact on survivors' well-being as adults. The lifetime cost for survivors of untreated child abuse averages \$830,928, according to a 2018 study.

In 2023, CACBG provided a combined 683 forensic interviews, medical exams, and therapy sessions for 396 child abuse victims from Fayette County.

5.1.2 Service Delivery Model

15 Points

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

CACBG addresses childhood sexual abuse in Fayette County by coordinating the treatment, investigation, and prosecution of each case. CACBG hosts weekly Multidisciplinary Team meetings which include child protective services, law enforcement, prosecutors, medical/mental health providers, victim advocates, and others who collaborate to investigate abuse allegations and provide support services to children/families.

Best-practice and Kentucky statute states that children should be seen for a forensic interview at CACBG after abuse is reported. Forensic interviews are supportive, non-leading conversations led by highly-trained interviewers that elicit information about the child's experience. Investigators and social workers observe interviews remotely at CACBG, improving collaboration amongst agencies. Forensic interviews typically last one session, but may last up to three depending on the child's developmental capabilities and severity of the case.

CACBG Family Advocates meet on-site with non-offending caregivers to explain CACBG services, inform about therapy and counseling programs, and provide documentation and information regarding their case. Advocates manage the child's case throughout the process, and provide at minimum two follow-up support checks with families.

If necessary, a comprehensive medical examination is scheduled in CACBG's medical clinic, which is operated by a physician, nurse, and mental health practitioner specializing in the treatment of childhood sexual abuse. Exams allow the medical team to diagnose and treat injury, test for sexually transmitted infections, collect forensic evidence, assess behavioral and emotional problems, and make additional referrals. Exams typically last 90 minutes.

Trauma-focused therapy services are provided at CACBG and based on the child's needs. Most average 12-16 sessions.

5.1.3 Client Eligibility and Requirements

5 Points

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

Clients of CACBG are children, up to age 18, who are suspected victims of sexual abuse in Fayette County. Clients must be referred by law enforcement or social workers after a report of sexual abuse has been made. Once a case is opened, CACBG staff coordinate services between law enforcement, the Cabinet for Health and Family Services, and the Fayette County and Commonwealth's Attorney's Offices in the management of the child's case. CACBG also serves secondary victims (typically relatives, caretakers, or siblings) who are at risk, or have witnessed abuse. All services are free for children and their family members.

While at CACBG, non-offending caregivers participate in a discussion regarding their child's case. Caregivers are expected to provide transportation to CACBG and are asked for consent for the interview and/or medical exam of their child. CACBG will provide transportation, at no charge, if the family is unable.

If a child is referred for counseling and therapy, caregivers are requested to provide transportation. If transportation is a barrier or the child is unable to leave school, CACBG can provide therapy services at the child 's school thanks to a partnership with FCPS. The therapy modality used by CACBG, Trauma Focused Cognitive Behavior Therapy, requires caregiver engagement and consent. As need is identified, CACBG hosts group-therapy options for girls, boys, or caregivers. Therapy groups provide an outlet for survivors of abuse or their caregivers to discuss a shared experience, further promoting healing after abuse. All therapy services are free of charge.

5.1.4 Evidence-Based/Best Practice

10 Points

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

CACBG's holistic approach ensures better outcomes and experiences for children and families than at non-CAC comparison sites (Jones, L.M. et al., 2007). A nationwide survey shows 97% of non-offending caregivers would recommend a CAC. (National Children's Alliance, 2015).

The Multidisciplinary Team (MDT) includes all agencies involved in the treatment, investigation, and prosecution of child abuse cases. Research shows the MDT approach results in better mental health and investigative outcomes (Herbert, J.L. and Bromfield, L., 2019). Studies show that effective responses to child abuse come from a variety of agencies (coming together via MDT) equipped with the knowledge and experience in working child abuse investigations (Young, T.L., & Nelson-Gardell, D., 2018).

Forensic interviewing protocols used by CACBG are evidence-based. According to research, duplicative interviews where children are asked similar questions repeatedly may lead to a variety of negative investigative and mental health consequences (Newlin, C.S. et al., 2015).

CACBG therapy services use Trauma-Focused Cognitive Behavioral Therapy (TF-CBT). Children participating in TF-CBT show decreases in PTSD symptoms, depression, anxiety, behavior problems, shame, cognitive distortions, and relationship difficulties (Cohen & Mannarino, 2017).

CACBG saves court, child protection, and investigative dollars averaging \$1,500 per case (Formby, J. et al., 2006). In Fayette County in 2023 that accounted for \$594,000 in savings (compared to \$143,750 in ESR funding). CACBG also holds offenders accountable. Usage of CACs results in increased successful prosecutions of perpetrators, with an average 94% conviction rate for CAC cases carried forward (Walsh, W.A. et al., 2008).

5.2 Program Measures & Evaluation

5.2.1 Service Efficacy & Desired Outcomes

10 Points

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

CACBG's goal is for child victims to overcome the trauma of sexual abuse and ensure they receive services in an effective, efficient manner.

Before CACBG's founding, child victims often retold their story multiple times to multiple agencies, thus reliving their trauma. By conducting, recording, and securely storing forensic interviews, CACBG ensures interviews are seen by all involved agencies, increasing collaboration, and significantly reducing how often a child recounts their story. Most clients complete the interview in one visit.

Advocates help non-offending caregivers navigate the legal process and provide crisis counseling and case management services, as all abuse cases require individualized treatment plans. Advocates connect families with other agencies and services as needed, and help ensure children receive the full scope of care needed.

Medical exams last around 90 minutes and identify/treat injury, collect evidence, screen for other health conditions, and allow for additional referrals. CACBG's physician performs a well-child examination and the mental health specialist performs a mental health screening. Exams provide reassurance and peace of mind for children and families.

CACBG therapists utilize a 12-16 session trauma-informed counseling program to promote emotional healing. Therapy increases coping skills, helps children process and heal from traumatic thoughts, and improves their capacity for safety. CACBG's therapists set goals with children during the first session, and the child graduates once those goals are met.

CACBG coordinates the investigation of each case. According to Commonwealth's Attorney's office reporting, conviction rates have risen from below 5% to over 95% for cases receiving CACBG services.

5.2.2 Client Empowerment & Community Impact

10 Points

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

CACBG services make a significant difference in the lives of children and families. Children and caregivers are offered strategies to help cope during the recovery process. Services are provided in a safe, child-friendly setting allowing families to heal together. According to anonymous survey data, 98% of caregivers feel CACBG provided them with adequate resources to support and respond to their child's needs, 98% were satisfied with the answers provided by CACBG, and over 99% felt CACBG created a safe environment.

Medical exams offer caregivers and children peace of mind. Identifying injuries and collecting evidence also helps in the legal case for law enforcement and local prosecutors. CACBG's medical team addresses fears and anxieties, providing emotional support a child might not receive in an emergency room.

Through counseling and therapy, children address emotional and psychological issues stemming from the abuse. Children often experience nightmares, changes in behavior or mood, and feelings of anxiety, fear, or guilt. With CACBG therapists, children work on their trauma narrative and talk about what it means to be a survivor. Over 80% of therapy patients at CACBG show a reduction in trauma symptoms as evidenced by pre- and post-assessments provided by the therapy team.

The Journal for Child Abuse & Neglect reports the lifetime cost of untreated childhood trauma is over \$823,000 per survivor. This includes health care costs, psychological counseling, and productivity losses. Investing in CACBG makes Lexington a safer, healthier place for children, and also saves hundreds of thousands of dollars annually.

5.2.3 Data Assessment & Quality Improvement

10 Points

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

Continuous quality assurance is a hallmark of CACBG's operation. This requires seeking feedback directly from clients regarding services they received so improvements may be made. Non-offending caregivers are asked to complete an Operating Measuring System (OMS) Survey that is designed to measure CACBG's performance based on client satisfaction. OMS helps CACBG see from the client's perspective and fill any gaps in services. In addition to survey data indicating over 98% of non-offending caregivers had their questions answered satisfactorily and over 99% felt it was a safe place for their child, 97% of caregivers felt they knew what to expect in the healing process and legal proceedings following their child's appointment. One respondent said "The Center was very friendly, informative, and caring. I felt at ease and welcomed."

CACBG's Medical Director and Family Advocates track the number of cases they see (and key information therein) through client files and the Center's statewide database, Collaborate, and are updated daily.

Therapists utilize a pre- and post-test using a child behavior checklist. This test helps address specific issues and determines the desired outcomes for each child. The goal is at least 70% of therapy clients will report improvement of mental health symptoms. Current data indicates over 80% of therapy clients report improvement.

Data is gathered and examined monthly to look for quality improvement. This data is used by Fayette County law enforcement and social workers to track child abuse cases, and OMS statistics and results are included in aggregated state, regional, and national reports.

5.3 Capacity & Sustainability

5.3.1 Staff Qualifications & Experience

5 Points

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

All CACBG program staff must meet stringent educational and experiential standards and requirements for service providers set by CACBG's national accrediting body (National Children's Alliance). Further, each program team member must undergo a minimum number of continuing education units (CEUs) annually to maintain licensure and Center accreditation. The number of CEUs varies by field. Below are CACBG program team leaders and their roles in the Victim's Services Program.

Program Director - Jennifer Johnson Koch serves as the supervisor to all staff within the Victims Assistance Program, and is responsible for monitoring and evaluating the efficiency and effectiveness of services. Jennifer has 13 years of experience in victim assistance services.

Family Advocates - Whitney Roepke MSW/CSW leads a team of four family advocates (over 40 years of combined experience) who work with families to help them understand the dynamics of abuse and navigate the legal process. This includes crisis counseling, support groups, and case management services.

Child & Family Therapist - Angelle Forrester MSW/LCSW provides counseling and therapy to child victims of sexual abuse to promote healing and recovery. CACBG therapists must have experience providing clinical services for children, and be certified in an evidence-based practice.

Medical Clinic - Jacqueline Sugarman MD, Carolyn Wilkinson LCSW, Melissa Young-Flynn APRN & SANE P/A - The CACBG medical team provides on-site medical exams to children who have reported abuse. CACBG clinicians are specially trained to treat child victims of sexual abuse, and the LCSW works to assess the child's emotional well-being to ensure holistic treatment of the child.

5.3.2 Partnership & Resource Leverage

5 Points

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

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

CACBG's Victim's Services Program directly addresses issues prioritized in the Community Wellness & Safety ESR grant. CACBG provides violence intervention and therapy for children and their non-offending caregivers. By providing free therapy, CACBG is supporting the city 's goal of addressing mental health issues. CACBG contracts with UK HealthCare to employ a child abuse pediatrician to provide free medical exams. CACBG also regularly hosts social worker practicum students.

CACBG relies on strong and committed partners. Daily, CACBG partners with state and local law enforcement, state and county social workers, prosecuting attorneys, and other organizations (such as CASA). CACBG provides over 30 hours of trainings annually on best-practices for handling child abuse cases for Lexington Police Department officers, FCPS police and school counselors, and DCBS case workers. CACBG also provides over 30 hours of Department of Criminal Justice training each year.

All CACBG partners sign a "best-practice protocol" agreement that is submitted to the Attorney General's office. Kentucky statute states that a child involved in a sexual abuse investigation should be referred to a CAC. CACBG is the only organization that has the full capacity to coordinate the investigation and treatment of each case in Fayette County.

CACBG is thankful for the support received from a diverse set of donors. Funding areas include the Victims of Crime Act, Kentucky Cabinet for Health and Safety, private grants and foundations, generous local and regional donors, and one annual fundraiser. The CACBG Board of Directors provides fiscal oversight and administration of all center activities.

5.3.3 Outreach & Inclusion Strategy

15 Points

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

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community? How does your proposal support or enhance the recommendations made by the Mayor's Commission on Racial Justice & Equality?

All children, regardless of race, socioeconomic status, disability and any other historical barriers deserve access to the hope and healing that comes from CACBG services. CACBG takes this commitment seriously, and all staff are required to take a minimum of 4 hours of annual DEI trainings approved by the National Children's Alliance, the accrediting body for CACs across the country.

CACBG has a full-time Intake Coordinator who is fluent in Spanish and English and serves as the contact for Spanish-speaking clients. CACBG also provides free interpretation services for clients with limited English proficiency. In 2023, interpretive services were provided in American Sign Language, Arabic, Spanish, Swahili, Nepali, and French (for Congolese families). Documents provided for families are available in English, Spanish, Swahili, Arabic, and Nepali.

As noted in the Mayor's Commission on Racial Justice & Equity, transportation should never be a barrier to a child and family receiving CACBG services. CACBG is accessible through public transportation. As needed, CACBG will provide Lyfts/Ubers at no cost to families, or can transport clients via the Center van. Children and families are also offered food and drink, as many children may miss a school meal while accessing services.

To improve access, CACBG has expanded therapy options. Therapy can be done remotely, through HIPAA-compliant tele-health sessions, if transportation or scheduling is a barrier. Therapy can also be provided on-site at the child's school (if enrolled in FCPS).

CACBG is ADA compliant to allow individuals with physical disabilities access to the Center.

6.0 Program Budget Summary Form Instructions

Proposal Submittal shall be considered incomplete and shall be rejected without completed Budget Summary Form. (Including total amount of ESR grant request for the first year of the cycle, Fiscal Year 2025.)

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

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

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

This section provides a summary of the total proposed Program Budget for FY 2025. It requests the allocation of all projected funding amounts (City and non-City sources) for anticipated FY 2025 program expenditures. The allocation for FY 2026 shall be the same as FY 2025.

Total Program Budget

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

ESR Grant Funding Request

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

Non-LFUCG Program Funding

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

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

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

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

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

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

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

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

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

PROGRAM BUDGET SUMMARY Budget for Year One (FY2025) of Cycle; Budget for Year Two (FY2026) to be the same

Agency Name Children's Advocacy Center of the Bluegrass, Inc.

Program Name Victim's Services Program

FY2025 (Jul	y 1, 2024-June 30,	, 2025) Total Pro	gram Budget
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Only fill co	olumns B &C n in Column A	Column A Total Program Budget [= B+C]	Column B ESR Grant Funding Request	Column C Non-ESR Program Funding [A-B]
1. Staff Salaries for Program	# of Employees:			
Full-Time (FTE)	7	329,233	164,616	164,617
Part-Time	1	11,227	5,614	5,613
	Total Salaries	340,460	170,230	170,230
3. Consultant Services	\$	0		
list details				
4. Space/Facilities	\$	55,000	27,500	27,500
mortgage, building and groun	nds maintenance, der	reciation, insurance		
	\$	34,000	17,000	17,000
	•	34,000	17,000	17,000
5. Operating Expenses utilities, telephone/internet, s	•	34,000	17,000	17,000
5. Operating Expenses utilities, telephone/internet, s	upplies, printing, etc.	, ,	17,000	17,000
5. Operating Expenses utilities, telephone/internet, s list details 5. Scholarships / Stipends list details - numbers & amounts	upplies, printing, etc.	, ,	17,000	
5. Operating Expenses utilities, telephone/internet, s list details 5. Scholarships / Stipends list details - numbers &	\$ tors for victims and fa	20,540	10,270	10,270
5. Operating Expenses utilities, telephone/internet, s b. Scholarships / Stipends list details - numbers & amounts 7. Other Client transportation, interpre	\$ tors for victims and faces	20,540	10,270	10,270

Authorized Representative (typed name): Taylor Ballinger Title: Development Director Date: April 23, 2024