

**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 12th day of July 2021, 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 **THE NEST – CENTER FOR WOMEN, CHILDREN, AND FAMILIES** with offices located **530 NORTH LIMESTONE STREET, LEXINGTON KY, 40508**, (hereinafter "Organization").

**WITNESSETH**

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

1. Government hereby retains Organization for the period beginning on **July 1, 2021**, and continuing for a period of one (1) year from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. Government shall pay Organization the sum of **\$164,000** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference as Exhibit A, one-half (1/2<sup>th</sup>) of which shall be payable in September 2021 or shortly thereafter upon receipt of an invoice, with one-half (1/2<sup>th</sup>) payable in January 2022 or shortly thereafter upon receipt of an invoice and the first six month detailed program report., **The first invoice required by this section shall be submitted by September 17<sup>th</sup>, 2021. The second invoice and the first six month detailed program report shall be due January 21<sup>st</sup> 2022. A detailed program report shall be**

submitted by April 15<sup>th</sup>, 2022. A year-end program report shall be submitted by July 22<sup>nd</sup>, 2022. Failure to submit the April 2022 program report and the July 2022 year-end program report shall result in the Organization repaying one-half (1/2<sup>th</sup>) of total funds provided under this Agreement. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for both the quarterly financial and program reports will be provided.

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

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

5. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement.

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

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

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

9. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the

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

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

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

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

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

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

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

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

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

C. Investment Policies - - Safety and Prudence.

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

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

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

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

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

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

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

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

For Organization:  **The Nest - Center for Women, Children and Families**  
530 N Limestone St  
Lexington, KY 40508

Attn: JEFFREY WHITE

For Government: Lexington-Fayette Urban County Gov.  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Kacy Allen-Bryant, Commissioner  
Department of Social Services

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: Linda Gorton  
Linda Gorton, Mayor

THE NEST – CENTER FOR WOMEN,  
CHILDREN, AND FAMILIES

BY: JEFFREY A. WHITE  
Title: EXECUTIVE DIRECTOR

ATTEST:

Mackenzie Summers  
Clerk of the Urban  
County Council



# Lexington-Fayette Urban County Government

## Request for Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #10-2021 Community Wellness & Safety – Extended Social Resources (ESR) Grant Program** to be provided in accordance with terms, conditions and specifications established herein.

Proposals will be received **online only** at <https://lexingtonky.ionwave.net> until **2:00 PM**, prevailing local time, on **May 14, 2021**.

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

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

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

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

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

Pre-Proposal Meeting will be held on **April 30<sup>th</sup>, 2021 at 10:00AM EST** via Zoom (see section 3.1 in Scope of Work document for meeting link).

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

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

### **Laws and Regulations**

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

### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

### **Kentucky Equal Employment Opportunity Act**

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;



(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

contractor complies in full with the requirements of KRS 45.560 to 45.640.

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

### **LFUCG Non-Appropriation Clause**

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

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

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

## AFFIDAVIT

Comes the Affiant, \_\_\_\_\_ Jeffrey A. White \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ Jeffrey A. White \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of The Nest -Center for Women, Children and Families, the entity submitting the proposal (hereinafter referred to as "Proposer").
  
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
  
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
  
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
  
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

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

Further, Affiant sayeth naught.

Janaye Marie Norman  
STATE OF Kentucky  
COUNTY OF Madison

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jeffrey A. White on this the 11 day of Nov, 2021.

My Commission expires: 8/28/2024

Janaye Marie Norman KYNP14020  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

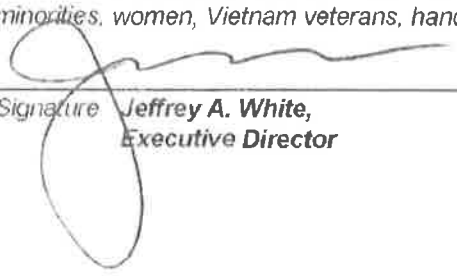
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed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

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

### Bidders

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

Signature  **Jeffrey A. White,**  
**Executive Director**

**The Nest – Center for Women, Children and Families**

Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization:           The Nest – Center for Women, Children and Families          

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total		
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators			1															1
Professionals		2	10		2		2											16
Superintendents																		
Supervisors		1					2											3
Foremen																		
Technicians																		
Protective Service																		
Para-Professionals																		
Office/Clerical			1															1
Skilled Craft																		
Service/Maintenance																		
<b>Total:</b>		3	12		2		4											21

Prepared by:           Jeffrey A. White, Executive Director            
*(Name and Title)*

Date:   5   /   11   /   2021    
*Revised 2015-Dec-15*

## GENERAL PROVISIONS

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

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

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



to bribe an officer or employee of the LFUCG.

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

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

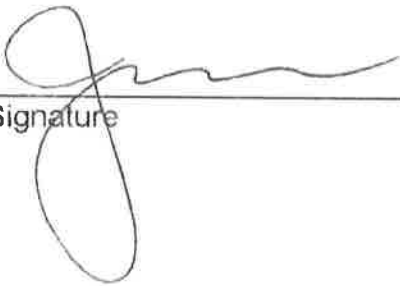
#### B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
\_\_\_\_\_  
Signature

5-11-21  
\_\_\_\_\_  
Date



**PROPOSAL SUBMITTAL FORM**

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**Agency Information**

Agency Name: The Nest-Center for Women, Children, and Families

Mailing Address: 530 North Limestone St. Lexington, KY 40508

Street Address: 530 North Limestone St. Lexington, KY 40508

Phone: ( 859 ) 259 - 1974

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

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

Website Address: www.thenestlexington.org

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):  
Jeffrey White, Executive Director, 859-259-1974 ext. 223, jwhite@thenestlexington.org

Person Completing Application (Name, Title, Phone, Email):  
Katie Mooney, Director - Parenting and Intimate Partner Violence Services, 859-259-1974 ext. 239

**Program Information**

Name of program for which funds are being requested: The Nest Healing The Home

Total Funding Amount Requested: \$ 110,000.00

**RFP #10-2021 PROPOSAL SUBMITTAL FORM**

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

## 5.1 Program Proposal & Design

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

15 Points

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

Our community faces an epidemic having the highest rate of child abuse in the nation. Last year, the Department of Community Based Services (DCBS) Bluegrass Service Area reported 1,297 substantiated cases of abuse impacting 2,508 children: 54% involve substance misuse; 23% involve intimate partner violence (IPV); & 12% involve mental health. Exposure to IPV has deleterious effects on children's long-term health, development, and well-being. In 2020, we served 1,049 Fayette County survivors of IPV & 200+ Fayette County parents; 90% of the families are involved with DCBS.

The Nest serves an at-risk population that is racially diverse, young, mostly single, and impoverished. Our staff provides specialized services for recovery, immigrants/refugees, and LGBTQIA+. Our Adverse Childhood Experiences survey shows our clients experienced the following traumas during childhood: 70% experienced parental separation; 45% were threatened or bullied; 45% lived with someone with addiction problems; 39% were living with someone with depression; 38% left unloved; 32% were physically harmed; and 30% were sexually abused.

The local systems of service: DCBS, school, housing, healthcare, & justice are inundated with community needs. Families lose hope in the process and The Nest steps in to offer support. The Nest takes a holistic approach to services utilizing the Safe & Together Model, which focuses on safety, healing, stability, & nurturing of families. Our services target at-risk populations to break a sometimes-multi-generational cycle of violence, abuse, and neglect. The Nest's Healing the Home Program offers FREE advocacy, counseling, education, and legal services to parents and IPV survivors.

### 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.

The Nest's purpose is to prevent abuse and neglect of children and adults. Units of service FREE to the community include:

Parenting and IPV Intakes (250+ intakes in 2020)-Individuals fill out forms on-line. A specialist reviews and recommends services (2 hours each).

Educational Groups (3,919 group attendances groups in 2020)-5 ongoing groups for mothers; 3 ongoing groups for fathers; 4 IPV ongoing groups for survivors at least one hour per week.

Post-Graduate Group (New Activity)-Offered to graduates for ongoing support and a chance to become a mentor and leader.

Social Justice Group (New Activity)-Nest families attend an ongoing group to support community understanding of systems such as healthcare, housing, education, and child protective services.

Individual Counseling (250+ individual sessions in 2020)-Weekly individual sessions to IPV survivors and parents with significant mental health symptoms one hour per week.

IPV Legal Services (946 survivors in 2020)- IPV court advocates attend the Fayette County IPV Docket Monday-Thursday.

**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 are eligible for services if they are a survivor of IPV and/or a parent seeking to enhance their skills. All services are offered free of charge. Clients who come to The Nest for services are sometimes required by child protective services and others are self-referred. When a client calls for services, they receive an email to complete our intake documentation including a consent for treatment, release of information, and psychosocial history. Once the documents are submitted, they are scheduled to meet with an intake specialist who reviews their responses and makes recommendations for services. Our recommendations consist of a minimum of 12 individual or group sessions for IPV and parenting services. Clients sign an agreement at the beginning of services regarding confidentiality, attendance, and threatening behavior. Clients are expected to attend consistently, be active participants, and supportive of fellow group members. If their participation during the assessment or any future service becomes problematic due to: 1) aggressive behavior towards anyone; 2) appearing to be under the influence of drugs or alcohol; or 3) suffering from a severe mental health or substance abuse disorder, they may be asked to leave and given referrals for other services better suited to meet their needs. Should these issues later be controlled or resolved through some form of treatment, they may be permitted to restart services on the condition that they sign a Release of Information permitting open communication between their supervising physician, therapist, or case manager, and the appropriate Nest staff member.

**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.

We offer evidenced-based parenting classes created by Dr. Stephen Bavelok which are recognized by the Mental Health Services Administration as proven programs for the prevention and treatment of child abuse and neglect. Topics covered in class include: Improving Children’s Self-Worth, Discipline, Developing Empathy in Children, Protective Capacity, Recognizing and Understanding Feelings, Trusting Relationships and Constructive Communication, Feeling Empowered and Negotiation, Compromise and Problem-Solving, Helping Children Handle Stress, Values and Rules, Establishing Nurturing Parenting Routines, Understanding and Handling Anger, Sexuality, Personal Space and Respect, The Effects of Witnessing Domestic Violence on Children, Child Brain Development, and Adverse Childhood Experiences Survey. Our funder, Prevent Child Abuse Kentucky, requires us to utilize this curriculum.

By utilizing the Safe and Together Model for IPV services, we make better child-centered decisions, build meaningful partnerships with adult survivors, & develop effective interventions with domestic violence perpetrators. The model focuses on the safety, healing, stability, & nurturing of the family. We focus on the perpetrators pattern of coercive control; actions taken by the perpetrator to cause harm to the child; the full spectrum of non-offending parents efforts to promote child safety & well-being; adverse impact of the perpetrators behaviors on the child; & role of substance use, mental health, culture, & other socio-economic factors.

We utilize nationally recognized evidence-based assessment tools to assess IPV risk; Campbell Danger and Bragg Assessment, National Stressful Events Survey, Adverse Childhood Experiences Survey; and the Adult and Adolescent Parenting Inventory.

## 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?

Our hope is to improve child safety and family functioning. We highlight survivor strength and seek to change the perpetrator's harmful pattern of behavior. Accountability and high expectations of the parent focuses on dysfunctional repetitive actions. Goals for the clients include increasing nurturing parenting skills and decreasing violence in the home. We address the needs of families experiencing economic, racial, and cultural oppression by focusing on behaviors instead of stereotypes based on race, religion, class, or ethnicity.

Our philosophy is to collaborate and connect with survivors based on their priorities. We work toward a plan that respects the family's socio-economic and cultural situation, and keeps the children safe. Our holistic approach addresses safety, healing, and stability.

A parent successfully completes services after 12 classes or individual sessions and a passing test score. A survivor successfully completes services after 12 groups or individual sessions. We are adding post-graduate and social justice services to provide space for parents and survivors who want to stay connected and empowered.

We are successful when a family develops a safety plan, receives a protective order, reunites with their child, and are no longer experiencing violence, abuse, and neglect in their homes and community. Finally, we are successful when a family receives equitable treatment as they navigate systems of care. Eighty percent of our clients meet the criteria of success. For those that do not, we make sure they know that they are welcome to come back when they are ready!

### 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.)

Our services are holistic and empowering as we walk with families through some of the hardest times in their lives. For example, a husband assaults his wife in front of their children. The survivor files a protective order on behalf of herself and her children. She appears in court and realizes her husband has a lawyer, but she cannot afford one. Child Protective Services (CPS) investigates the incident to ensure the safety of the children.

The Nest plays a vital role by offering FREE services to the survivor to stabilize the family. A Nest lawyer represents the survivor for the protective order, divorce, and custody matters. A Nest advocate attends court to collaborate with CPS, lawyers, and judges who are deciding the family is safe. The CPS case plan requires her to complete an assessment and attend educational groups. A Nest counselor assesses the survivor and they develop a safety plan. She utilizes our childcare services and family assistance to mitigate financial burdens. During group, the survivor develops nurturing parenting skills, addresses trauma, and finds her voice.

When she returns to court, her lawyer and an advocate are by her side. When she wants to process trauma, she and her children have experienced a counselor is by her side. When she wants to share with others, she attends group sessions. One client states, "Through this program I have grown as a mother and a woman." The Nest believes the safety and protection of all people adds value to our community.

### 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.**

The Nest administers an evidenced based pre-and post-test for parents. This test scores parents' understanding of the expectations of children, empathy, discipline, family roles, & power and independence. Their level of nurturing parenting skills is dependent upon successful completion of classes. The desired outcome is to have higher scores on the post-test, which acknowledges a greater level of nurturing parenting skills. Our sample size is more than 300 clients per year. The Nest administers risk and trauma assessments for IPV survivors. This gives staff an understanding of how the trauma is currently impacting their lives. The assessments tell us the level of risk for fatality, including whether they have been strangled by a perpetrator. If the scores are high, the desired outcome is to provide additional services and resources to the survivor. Our sample size is more than 200.

The Nest administers a client satisfaction survey to ALL clients at the completion of services. The survey assesses safety, empowerment, social connectedness, and stability of the family unit. Recent survey results showed: 99% of the clients felt like the groups were helpful; 97% felt stronger and more in control of their lives; and 88% felt more connected to others after services. We rely on testing, intake questions, and clients' feedback to ensure our services are meeting their needs and they reach their goals successfully.

## 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.

Program Director (Katie Mooney) received a master's in social work from Smith College in 2002 and is working on her doctorate degree. She has been a Licensed Clinical Social Worker since 2005. She has worked with IPV survivors at The Nest since September 2012. She has supervised all clinical programs since August 2013.

Supervisor (Kesayne Bailey) earned her bachelor's in psychology from Kentucky State University. She is currently working as a supervisor and facilitator for the Parenting and IPV Programs at The Nest. She has great connections to many community resources available to families including Child Protective Services.

Supervisor (Faith Campbell) earned her bachelor's in social work from Eastern Kentucky University and is working on her master's degree in social work. She is currently working as a supervisor and facilitator for the Parenting and IPV Programs at The Nest. She has worked at The Nest since and has a deep understanding our holistic services.

Counselors and Facilitators (Faith Calhoun-Louden, Saxon Martin-Jensen, Sheri Estill, Carlos Pena) facilitate intakes, individual counseling, and groups with survivors of IPV and parents. Each has unique training to serve specialized populations including immigrants/refugees and LGBTQIA+.

Court Advocates (Carmen Brown, Isis Balico) provide crisis intervention, information about survivor rights, and facilitate groups in English and Spanish.



**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.

The services we offer to our community are unique, critical, and highly utilized. Our staff are trained to provide trauma informed care to IPV survivors and parents in our community. In working with families in high-risk situations, practitioners need to assess the life-generated risks which may keep them in their circumstances: financial constraints; housing; stability of children’s schooling; and the ability to meet basic needs can all be deterrents. We partner with other organizations that offer shelter, hospitalization, substance use treatment, housing resources, job opportunities, and immediate financial assistance. It is critical to our community that we have strong partnerships with organizations that provide these specialized services. We partner closely with the Department of Community Based Services, Ampersand, Kentucky Refugee Ministries, Kentucky Career Center, Fayette County Public Schools, Fayette County Prosecutors Office, New Vista, Crossroads Counseling, Voices of Hope, Second Chance, and Salvation Army. We have formal agreements with Greenhouse17, Lexington Rescue Mission, Fayette County Sheriff Department, Pride Community Service Organization, and LFUCG’s Domestic and Sexual Violence Prevention Coalition. The other agreements are informal, but occur on a daily, if not weekly, basis.

Each board member plays an active role in advising and providing support for our programing. Our volunteers help us to keep our administrative costs low and donors provide tangible resources for our families.

Our major funders include VOCA, VAWA, PCAK, Kentucky Bar Foundation, Toyota, Anne Camden Stolle Trust, and United Way.

**5.3.3 Outreach & Inclusion Strategy**

**15 Points**

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

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

The Nest is centrally located in downtown Lexington in the 40508-zip code, where many are impacted by poverty. Our building is handicap accessible and designated "Safe Place" in Duncan Park. We are on the bus route and offer services online. Three staff members are bi-lingual and bi-cultural. They provide direct services to Hispanic clients. For other language barriers, we access interpreting services through Clarity Services and Access Language Solutions. We also have a counselor who specializes in serving people in recovery and LGBTQ+ survivors of IPV.

Our organization approaches all clients from a trauma-informed lens. Oppression and discrimination deeply impact our community. We understand that bias can be unconscious and insidious. The Nest’s mission for a diverse and inclusive environment demands effort of each one of us. Our words come from a place of respect, empathy, and a deep understanding and appreciation of our individual differences within our Nest family.

We have a weekly group discussion with staff to discuss social justice issues related to Nest families. Our focus this year has been on racial justice and the intersection of oppressive systems. We initiated changes in Nest policies and procedures to enhance our cultural responsiveness. We have attended community wide discussions related to racial justice issues and invited guests to speak to our group. We are launching an ongoing community support group and hope to develop a community advisory committee this year. We recognize addressing social justice takes a lifelong commitment and we are dedicated to this learning and advocacy.

## 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 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 2022. It requests the allocation of all projected funding amounts (City and non-City sources) for anticipated FY 2022 program expenditures.

### **Total Program Budget**

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

### **ESR Grant Funding Request**

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

### **Non-LFUCG Program Funding**

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

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

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

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

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

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

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

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

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

# PROGRAM BUDGET SUMMARY

Agency Name The Nest-Center for Women, Children, and Families

Program Name \_\_\_\_\_

## FY 2022 (July 1, 2021-June 30, 2022) Total Program Budget

		Column A Total Program Budget [= B+C]	Column B ESR Grant Funding Request	Column C Non-ESR Program Funding [A-B]
<b>1. Staff Salaries for Program</b>	<b># of Employees:</b>			
Full-Time (FTE)	10	502,729	90,000	412,729
Part-Time	0	0	0	0
<b>Total Salaries</b>		<b>502,729</b>	<b>90,000</b>	<b>412,729</b>
<b>3. Consultant Services</b>	<b>\$</b>	<b>14,400</b>	<b>10,000</b>	<b>4,400</b>
<i>list details</i>	Carlos Pena, Bilingual Parenting Facilitator \$10,400 Micah Legal Services, Divorce and Custody Attorney \$4,000			
<b>4. Space/Facilities</b>	<b>\$</b>	<b>15,684</b>	<b>5,000</b>	<b>10,684</b>
<i>list details</i>	Gas, Electric and Water \$12,100 Office Equipment \$1,856 Telephone/Internet \$1,728 Rent \$0 Inkind			
<b>5. Operating Expenses</b>	<b>\$</b>	<b>26,426</b>	<b>5,000</b>	<b>21,426</b>
<i>list details</i>	Program Supplies \$4527 Insurance \$5,657 Professional Fees \$9,730 Travel/Training/Development \$5,410			
<b>6. Scholarships / Stipends</b>	<b>\$</b>	<b>0</b>	<b>0</b>	<b>0</b>
<i>list details - numbers &amp; amounts</i>	N/A			
<b>7. Other</b>	<b>\$</b>	<b>107,295</b>	<b>0</b>	<b>107,295</b>
<i>list details</i>	Fringe Benefits and Payroll Taxes for Healing the Home Employees			
<b>8. TOTAL FY22 PROGRAM BUDGET</b>	<b>\$</b>	<b>666,534</b>	<b>110,000</b>	<b>556,534</b>

**Cost per Program Participant:** \$ 444

I understand that this document in its entirety is incorporated into my grant Agreement with the Lexington-Fayette Urban County Government.

**Authorized Representative** (typed name): Jeffrey A. White

**Title:** Executive Director

**Date:** 5/12/21



# Lexington-Fayette Urban County Government

## Request for Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #10-2021 Childhood & Youth Development – Extended Social Resources (ESR) Grant Program** to be provided in accordance with terms, conditions and specifications established herein.

Proposals will be received **online only** at <https://lexingtonky.ionwave.net> until **2:00 PM**, prevailing local time, on **May 14, 2021**.

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

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

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

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

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

Pre-Proposal Meeting will be held on **April 30<sup>th</sup>, 2021** at **10:00AM EST** via Zoom (see section 3.1 in Scope of Work document for meeting link).

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

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

### **Laws and Regulations**

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

### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

### **Kentucky Equal Employment Opportunity Act**

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

contractor complies in full with the requirements of KRS 45.560 to 45.640.

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

### LFUCG Non-Appropriation Clause

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

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

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



**AFFIDAVIT**

Comes the Affiant, \_\_\_\_\_ Jeffrey A. White \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ Jeffrey A. White \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_ The Nest -- Center for Women, Children and Families \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

Jennifer Norman

STATE OF Kentucky

COUNTY OF Madison

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jeffrey A. White on this the 11 day of May, 2021.

My Commission expires: 8/28/2024

Jennifer Marie Norman KYNP14020  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

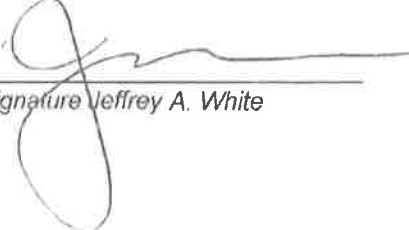
\*\*\*\*\*

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

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

### Bidders

*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 Jeffrey A. White

**The Nest – Center for Women, Children and Families**  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization:   The Nest – Center for Women, Children and Families  

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators			1														1
Professionals		2	10		2		2										16
Superintendents																	
Supervisors		1					2										3
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			1														1
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>		3	12		2		4										21

Prepared by:   Jeffrey A. White, Executive Director    
*(Name and Title)*

Date:   5   /   11   /   2021  

*Revised 2015-Dec-15*

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.  
  
The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted

to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

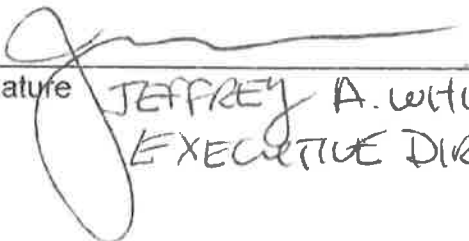
#### B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature  JEFFREY A. WHITE  
EXECUTIVE DIRECTOR

Date 5/11/2021





**PROPOSAL SUBMITTAL FORM**

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**Agency Information**

Agency Name: The Nest - Center for Women, Children and Families

Mailing Address: 530 North Limestone Lexington, Kentucky 40508

Street Address: 530 North Limestone Lexington, Kentucky 40508

Phone: (859) 259 - 1974

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

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

Website Address: www.thenestlexington.org

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):  
Jeffrey White, Executive Director, 859-259-1974 x223, jwhite@thenestlexington.org

Person Completing Application (Name, Title, Phone, Email):  
Jenny Norman, Director of Child Care and Family Assistance, 859-259-1974 x228, jnorman@thenestlexington.org

**Program Information**

Name of program for which funds are being requested: The Nest Emergency Child Care

Total Funding Amount Requested: \$ 125,000.00

**RFP #11-2021 PROPOSAL SUBMITTAL FORM**

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

## 5.1 Program Proposal & Design

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

15 Points

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

Finding affordable, quality childcare is a challenge for everyone, but it has always affected lower-income families the hardest. According to the American Family Plan-The Need for Action in Kentucky the average annual cost of a childcare center for a toddler in Kentucky is \$7,574, meaning that a two-parent household would on average need to spend 9 percent of their income on care for one child every year. A 2019 survey from the Bipartisan Policy Center and Morning Consult found that two-thirds of families with annual household incomes below \$50,000 were cutting back on necessities like food or transportation to cover their child costs. The families utilizing our childcare program fall well below the average median income referred to in these statistics.

The Nest Child Care is the only program in Central Kentucky that addresses this problem by providing free drop-in childcare for families in need. The Nest is serving this at-risk population because all families deserve support and all children deserve high quality childcare regardless of family situations or inability to pay.

The Nest will meet the immediate needs of low-income families within our community by providing free high-quality childcare for children birth through age five and will provide support and resources for caregivers to meet their basic human needs. When children are well-cared for in a safe, educational environment it reduces the risk of child abuse and allows parents to pursue what is necessary for long-term stability of the family, while preparing children for school success!

### 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.

The Nest Child Care Program provide FREE Drop-in Child Care Monday through Friday from 8:00 am to 5:00 pm for children birth through age five. A unit of service equals each time a child attends our program. This varies from one hour while caregivers attend a counseling session, to a full-day while working, attending classes, or taking a much-needed break. Other families need childcare once they find employment, but their Child Care Assistance has not yet started. We fill this gap in service for our working-class families. We make on-going commitments based on situations such as grandparents who are caregivers or a full semester of care allowing the parent to take classes or finish their GED. Childcare ranges from 1 day up to full-time care annually, based on the individual needs.

Our intake process identifies the needs of both parent and child. Understanding the problems our families face allows us to schedule time accordingly and connect them with beneficial resources. During follow-up meetings we discuss how stress is being alleviated through meeting goals, therefore reducing the risk of child abuse, and strengthening the family unit.

Providing Free access to high-quality childcare eliminates the stress and financial burden parent's face when trying to find a safe environment for their children.

### 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.)

The Nest Childcare Program's number one goal is preventing child abuse and neglect. We recognize that all families go through times of stress, which is why no family is turned away when experiencing crisis. Childcare is provided free of charge to families with incomes that are less than 80% of the average are median income and/or are experiencing some form of crisis, including but not limited to domestic violence, history of abuse, homelessness or referral from a social service agency.

Families are expected to communicate their needs, plan for the time slots needed and notify The Nest of any change in circumstances. Parents are required to provide documentation when requesting on-going care, such as class schedules, court dates, and counseling sessions. This allows us to appropriately schedule childcare and meet their individual needs. Ongoing meetings are conducted with parents to assess their current needs and the developmental needs of their child.

Families are asked to contribute by bringing their child's daily needs including wipes, diapers and formula. If the family is unable, The Nest will always supply these items free of charge. We also ask families to take part in assessing their children using the Ages & Stages Questionnaire to identify if early intervention services are needed for developmental delays. Families are also encouraged to participate in classroom activities, family nights and parent/teacher conferences.

### 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.

When it comes to early childhood education programs, quality is critical. The Nest Childcare maintains a 4-STAR quality rating through the KY ALL-STARS Program. Receiving a high-quality rating requires meeting standards of excellence in classroom and instructional quality, family and community engagement, staff qualifications, leadership practice and professional learning.

High-quality Respite childcare for children whose parents are experiencing stress, crisis or lack of other support, contributes to the much-needed mission of preventing child abuse. According to a report by the National Resource Center for Child Abuse Prevention, this type of childcare directly contributes to a reduction in the likelihood of child abuse and neglect. When parents have access to emergency childcare their children are less likely to be left with unsuitable caregivers or to witness stressful or inappropriate events. Emergency childcare has also been shown to significantly reduce the stress level being experienced by the parent and in turn improves the quality of the relationship between parent and child.

Early childhood studies have produced numerous reports showing that relatively small programs by highly trained staff can dramatically improve disadvantaged children's developmental skills, school readiness and life outcomes. Our staff have a combined 100+ years' experience in the early childhood field and we average a 1:4 teacher to child ratio throughout our center. Research from Schuyler Center shows that high-quality intensive early education programs for low-income children can have lasting positive effects such as: greater school success, higher graduation rates, lower juvenile crime and decreased need for special education services.

## 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?

Our service philosophy is to prevent child abuse, strengthen the family unit and give access to high-quality education to the children who need it most. We work with parents to set goals, allowing them to meet immediate needs and work toward stability. Our staff works with at-risk children towards the goal of reaching developmental milestones and achieving the skills necessary for school success. The Nest creates a partnership with parents, providing the needed resources and understanding of developmental milestones to support their role in their child's early childhood education. We act as a concrete support in times of need for our families by providing a safe nurturing environment for children while giving parents a much-needed break.

Success is achieved when we see a child that was initially quite withdrawn learn to interact positively with his peers and his language blossom. We also celebrate success with family achievements such as completing counseling sessions, finding employment, or graduating from classes. The ability to provide care for over 90% of the families that reach out to us is also a measurement of success, and 90% of the families that utilize our Respite Care report a reduction in stress. When a parent is certain their child is being well-cared for it reduces the risk of child abuse and neglect allowing parents to focus on strengthening their family situation.

### 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.)

Our program provides a meaningful difference in the immediate needs of our families. We have a broad understanding of the problem's families are dealing with which is why we offer a variety of support to strengthen the family and work with them in ways that are culturally sensitive and appropriate. Along with childcare we offer domestic violence counseling, legal counsel and advocacy, emergency needs assistance, and parenting education and support. When clients come in for one service, our staff assesses the client's needs and refers them to any of our other services that will be helpful in assisting that person as they work toward self-sufficiency.

We recognize that children learn best when they feel safe, nurtured, and have positive experiences with their caregivers and peers. We work to help each child be successful life-long learners by building the skills needed such as curiosity, cooperativeness, respectfulness, and the ability to follow routines and directions. We've witnessed the progression and maturity of students who may have struggled and now are adapting and learning social and emotional skills which will help them succeed in school!

The value that we provide to the community is our ability to help reduce child abuse by providing free high-quality childcare that they would otherwise not be able to access. In addition, parents and care givers receive the resources and support needed to provide for the basic needs of their family. We continually make a difference in our community one child and one family at a time!

### 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.**

#### Children

We use the Ages & Stages Questionnaire, which is proclaimed as the gold standard for developmental screening. The assessment is completed within 90 days of enrollment and every 6 months thereafter. Screening young children is an effective way for us to gauge their developmental progress and adapt our curriculum to meet the needs of the children we serve.

#### Families

We collect data (times and why services are needed, issues preventing them from utilizing services) from all families who contact The Nest for childcare services. This data is used to gauge barriers that prevent clients from utilizing our service and the results help us determine ways to help eliminate these barriers in the future. Families who utilize our childcare center are asked twice a year to complete a Survey which assesses our capability to meet their current needs, reduce stress and their overall experience with our program. Our services prove to be effective based on achieving an average of over 4.5 out of 5 based on these surveys.

#### Classroom

We continually evaluate our program to ensure that we are meeting the needs of the children and families we serve.

## 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.

Childcare Director - Jenny Norman (15 years at The Nest) – Bachelor of Arts in Child and Family studies with an emphasis in Child Development/Director's Credential.

Associate Director – Shelly Ginter (11 years at The Nest) – Child Development Associates/Director's Credential

Preschool Teacher – Blair Bush (22 years at The Nest) – Child Development Associates/Director's Credential

Early Preschool Teacher – Wendy Carpenter (3 year at The Nest) – Bachelor of Science in Youth and Family Ministry/CDA

Toddler Teacher – Pam Rogers (2.5 years at The Nest) – Child Development Associates

Infant Teacher – Jane Sanner (2 years at The Nest) – Bachelor's in Elementary Education

Our teachers are highly educated in child development and early childhood education practices and have a combined 100+ years of teaching experience caring for young children. All our teachers are highly motivated, and care about the education, health and well-being of the children that attend our center. Unlike any other center in Lexington, the children in our program differ from day to day due to emergency drop-in care. This provides the opportunity to learn daily from the many different backgrounds, family situations and developmental needs we see. Annually we receive professional

### 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 Childhood and Youth Development? 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.

The Nest Child Care Program is a key component of the Childhood and Youth Development Priority Area. We provide affordable access to early care and education for children under 5 years of age. The only center in the area that provides this high-quality service at no cost to families in need. We also provide support and resources for parents and caregivers through our Family Assistance Program. All families who utilize our Respite Child Care are eligible to receive assistance with tangible items such as toiletries, diapers, wipes, cleaning supplies, clothing, food, and baby equipment. Finally, we help prepare young children for Kindergarten Readiness by providing a safe nurturing environment that helps transition into a school setting and providing daily activities which help them reach the milestones needed for school success!

We have formal agreements with Greenhouse 17 and Lexington Rescue Mission to provide childcare for families utilizing their services. We also have a contract with Help Me Grow Kentucky to provide developmental screening materials, access to an online database for assessing results and resources for caregivers to help children reach appropriate milestones. Referrals are then made for children in need of early intervention services such as First Steps.

Each board member plays an active role in advising our programs, securing financial support, and supporting out staff. Volunteers help keep administrative costs low by assisting in the classroom and sorting donations and donors provide tangible resources to assist our families.

Secured Funding: Orphan Society, Kentucky Utilities, PNC, Valvoline, Children's Charity

### 5.3.3 Outreach & Inclusion Strategy

15 Points

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

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

The Nest is a safe and healing place that treats all our clients with respect, dignity, fairness and cultural sensitivity. All our programs are offered free of charge which means we are accessible to those impacted by poverty or experiencing economic distress. We ensure that program information and outreach materials are linguistically and culturally appropriate and inclusive. Our Parenting and Domestic Violence classes are offered in both English and Spanish and our Family Assistance Coordinator is fluent in Spanish. We also have accounts with online interpretative services that are accessible when needed, so all clients can benefit from our programs. In addition, we serve the LGBTQ+ community through all our four programs, Child Care, Domestic Violence Support, Parenting Education and Family Assistance for basic human needs.

The Education section of the Mayor's Commission on Racial Justice & Equality families states that there should be access to high quality learning experiences within neighborhoods with high asset needs and concentrated poverty. Our childcare program provides this access in the center of one of Lexington's lowest income neighborhoods.

The Nest also recognizes how oppression and discrimination deeply impacts our community. The Nest has developed an Anti-Racist Statement, as well as an orientation for all interns and staff regarding racial justice and cultural sensitivity. Annually all staff complete trainings on Implicit Bias and Cultural Collision. We host a weekly Racial Justice meeting to promote learning and growth on oppression and the policies that effect the community we serve.

## 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 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 2022. It requests the allocation of all projected funding amounts (City and non-City sources) for anticipated FY 2022 program expenditures.

### **Total Program Budget**

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

### **ESR Grant Funding Request**

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

### **Non-LFUCG Program Funding**

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

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

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

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

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

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

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

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

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

# PROGRAM BUDGET SUMMARY

Agency Name The Nest - Center for Women, Children and Families  
 Program Name The Nest Emergency Child Care

FY 2022 (July 1, 2021 - June 30, 2022) Total Program Budget

		Column A Total Program Budget [= B+C]	Column B ESR Grant Funding Request	Column C Non-ESR Program Funding [A-B]
<b>1. Staff Salaries for Program</b>	<b># of Employees:</b>			
Full-Time (FTE)	6	248,045	110,000	138,045
Part-Time	1	18,720	0	18,720
<b>Total Salaries</b>		<b>266,765</b>	<b>110,000</b>	<b>156,765</b>
<b>3. Consultant Services</b>	<b>\$</b>	0	0	0
<i>list details</i>	N/A			
<b>4. Space/Facilities</b>	<b>\$</b>	8,323	0	8,323
<i>list details</i>	Occupancy: Gas, Electric and Water \$5,075 Office Equipment \$1,682 Telephone/Internet \$1,566 Rent \$0.00 (included)			
<b>5. Operating Expenses</b>	<b>\$</b>	28,573	15,000	13,573
<i>list details</i>	Program Supplies \$9,247 Insurance \$5,800 Professional Fees \$8,854 Travel/Training/Development \$3,700			
<b>6. Scholarships / Stipends</b>	<b>\$</b>	0	0	0
<i>list details - numbers &amp; amounts</i>	N/A			
<b>7. Other</b>	<b>\$</b>	65,536	0	65,536
<i>list details</i>	Fringe Benefits and Payroll Taxes for Child Care Employees: \$65,536.00			
<b>8. TOTAL FY22 PROGRAM BUDGET</b>	<b>\$</b>	<b>369,197</b>	<b>125,000</b>	<b>244,197</b>

**Cost per Program Participant:** \$ 1,845

I understand that this document in its entirety is incorporated into my grant Agreement with the Lexington-Fayette Urban County Government.

**Authorized Representative** (typed name): Jeffrey A. White

**Title:** Executive Director

**Date:** 5/11/21