PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the _____ day of MONTH 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 AVOL KENTUCKY, INC. with offices located 365 Waller Avenue, Suite 100, Lexington KY 40504, (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 \$84,000 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 (1/2th) of which shall be payable in September 2021 or shortly thereafter upon receipt of an invoice, with one-half (1/2th) 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 17th, 2021. The second invoice and the first six month detailed program report shall be due January 21st 2022. A detailed program report shall be submitted by April 15th, 2022. A year-end program report shall be submitted by July

22nd, 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 (1/2th) 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	
For Organization:	AVOL Kentricky
	365 Waller Ave Ste 100
	Lexington, Ky 40504
	1 0 1
	Attn: Son Parker

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

AVOL KENTUCKY, INC.

BY: And Gorton Mayor

Title

ATTEST:

County Council



Lexington-Fayette Urban County Government

Request for Proposal

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 <u>online only</u> at <u>https://lexingtonky.ionwave.net</u> 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 30th**, **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 <u>special conditions</u> 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	t, AVOL Ken	tucky, lnc			and after
being first duly sworn, stat	tes under penal	ty of perj	ury as f	ollows:	
1. His/her name is	Parker, Executive	e Director		an	d he/she is the
	he proposal NOL Kentucky,		the a	uthorized	representative the
entity submitting the propo	osal (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.

x Jan Pdu 5/12/2021	
STATE OF Kentucky	
COUNTY OF Fagette	
The foregoing instrument was subscribed, sworn to and acknowledged be me by on this	
12th day of May , 2021.	
My Commission expires:	
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

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.

AVOL Kentucky, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: AVOL Kentucky, Inc.

Categories	Total White (Not Hispani c or Latino)		Hispani c or Latino		Black or African- American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispani c or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total		
		М	F	М	F	M	F	М	F	М	F	M	F	М	F	М	F
Administrators		1	١														2.
Professionals		3	3	1			1										8
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenanc																	-
Total:		4	4	1			1										0

Prepared by: Jon Parker, Fxec. Dir Date: 5 1/2/2021

(Name and Title)

Revised 2015-Dec-15

Page 9 of 13

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, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

- 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.
- 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

5-11-2021 Date



PROPOSAL SUBMITTAL FORM	
Agency Information	
Agency Name: AVOL Kentucky, Inc.	
Mailing Address:365 Waller Avenue, Suite 100, Lexington, KY 40504	
Street Address: 365 Waller Avenue, Suite 100, Lexington, KY 40504	
Phone: (859) 225 - 3000	
Is your Agency registered with the IRS as a 501(c)3 organization? Note: Agencies <u>must</u> be registered with the IRS as a 501(c)3 organization to be eligible for ESR Program funding.	✓ Yes No
Does your agency have a Silver Seal of Transparency or higher profile on GuideStar.org? Note: Agencies <u>must</u> have a Silver Seal of Transparency or higher profile with GuideStar.org to be eligible for ESR funding.	✓ Yes No
Website Address: www.avolky.org	
Agency Representative (typically the Executive Director - Name, Title, Phone, Email): Jon Parker, Executive Director, (859) 225-3000 x1026, jon@avolky.org	
Person Completing Application (Name, Title, Phone, Email): Jon Parker, Executive Director, (859) 225-3000 x1026, jon@avolky.org	
Total alkor, Excoding Birostor, (600) 220 0000 x 1020, jon@avoinglorg	
Program Information	
Name of program for which funds are being requested: HIV Prevention & Harm Reduction	
Total Funding Amount Requested: \$ 120,000 annual	

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 followup or clarifications to proposer's submittal form once the evaluation process begins.

5.1 Program Proposal & Design

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

15 Points

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

The Human Immunodeficiency Virus (HIV) continues to have a disproportionate impact on certain populations in Fayette County, particularly racial and ethnic minorities. Despite making up 16% of the Fayette County population, African American residents make up 33% of persons living with HIV. Hispanic residents make up 7% of persons living with HIV while representing 6% of the total population. AVOL Kentucky has continued to work toward improving its outreach to these communities. During 2020, 32% of persons tested at AVOL were African American, up from 21% in 2016. In the same timespan, Hispanic persons testing in 2016 was 6%, increasing to 7% in 2020 (CDC, 2020; and AVOL, 2021).

Approximately 1,000 individuals in Fayette County are living with HIV. One in seven (14%) persons living with HIV do not know they carry the virus (CDC, 2021), potentially infecting others. In Kentucky, people are typically unaware of their status until after advanced disease progression, which underscores the need for affordable and accessible neighborhood-based prevention and testing focused on our most impacted populations. Also, a growing number of individuals are living with Hepatitis C (HCV), mostly stemming from an increase in injection drug use.

Fayette County is therefore vulnerable to an HIV and HCV outbreak related to injection drug use. About 10 percent of new HIV infections in Kentucky are present in people who inject drugs (PWID), and another 5 percent are men who have sex with men (MSM) and who also inject drugs (KDPH 2019).

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.

AVOL is re-emerging from the 2020 COVID-19 pandemic with an increasingly stronger outreach presence and improved HIV and HCV testing numbers. We are currently testing about 90 individuals per month and anticipate reaching pre-pandemic levels by early summer.

AVOL's HIV prevention specialist staff are community health workers, a model that has served us well for over 30 years. AVOL has been able to expand harm reduction and prevention in Fayette County as an ESR grantee for the last five years; providing outreach, counseling, harm reduction supplies, HIV/HCV/STI screenings, referrals, and follow-up. Activities in this proposal are designed to empower 1,260 high-risk individuals to make informed decisions related to their health.

AVOL's prevention services are provided three days each week during afternoon/evening walk-in hours at our Lexington offices, via neighborhood-based outreach with our mobile testing unit, and by appointment. Each counseling session takes about 30 minutes and includes risk assessment, education and planning, supplies, and connection to medical and other resources. Mobile outreach takes place with individuals who might not otherwise seek AVOL's services and takes place in environments where high-risk activity occurs.

Our community health workers provide group harm reduction education sessions 4-5 times a month for organizations serving at-risk youth, drug treatment, and drug court, among others. These sessions cover HIV/HCV/STI 101, transmission routes, and risk reduction options. Clients are introduced to prevention innovations (e.g., PrEP) and all service delivery is designed to increase awareness and reduce risk of HIV/HCV/STI transmissions.

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.)

HIV, HCV, and STI testing is free to anyone interested in receiving counseling and testing. There are no waiting lists. Testing times are available by appointment or during walk-in testing hours, which are designed for the convenience of served populations. Neighborhood-based testing is also available using our mobile testing unit.

The basic eligibility requirement for the expanded HIV prevention program is to be a person whose current behaviors and actions are considered high-risk for contracting or transmitting HIV, HCV, or other STIs. Though HIV can affect anyone, it disproportionately impacts racial and ethnic minority populations, including African Americans, Latinos, gay men, persons who inject drugs, as well as women and low-income individuals. For this reason, outreach and engagement is targeted to those groups most impacted by the HIV epidemic, engaging them in education, harm reduction methods, and testing. Using AVOL's mobile testing unit, prevention-focused community health workers will frequent areas of town, businesses, and organizations where they are most likely to encounter at-risk persons.

Individuals involved in the enhanced program must be willing to share their contact information to facilitate communication and follow-up. To be eligible for HIV screenings, individuals must verbally consent to the test and participate in an individualized risk-reduction counseling session.

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.

AVOL adheres to Centers for Disease Control (CDC) HIV testing protocols. CDC research shows that outreach, education, access to free prevention supplies, and HIV testing are the most effective methods for HIV prevention. Because it is easy to administer, HIV testing has become a primary intervention tool as test results allow a person to plan accordingly and take appropriate steps whether they are HIV-positive or HIV-negative.

The theories of practice presented in this application for the expanded HIV prevention program are based on a model developed by Tim Horn (2016), whose article – "Towards an integrated primary and secondary HIV prevention continuum for the United States: a cyclical process model" – was published in the Journal of the International AIDS Society. Horn's work conveys:

- The need for HIV prevention services to be repeating, comprehensive, outcomes-oriented and fixated on the goal of reducing risk to vulnerable populations
- A focus on HIV retesting as a metric to gauge the effectiveness of HIV intervention and the opportunity to streamline successful linkage, engagement, and viral load suppression through the HIV care continuum

With the assistance of funding from LFUCG ESR, AVOL continues to implement HIV re-testing protocols, which differs from a one-time transaction between AVOL and the client. Over the course of the past four years, our program has moved 24.6 % of our clients toward repeat testing. There will be cyclical engagement for those who are testing negative but who are at high-risk. Their engagement will include follow-up, resource referrals, and retesting at regular intervals.

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?

AVOL aims to keep the HIV-positive person maintaining low levels of virus in the body, which will prevent them from passing the virus to others, and to keep the high-risk individuals negative.

HIV counseling and testing is successfully finished if the client completes a comprehensive risk assessment, takes the test and receives results, participates in harm reduction counseling, articulates a plan of prevention, and receives needed prevention supplies. For example, if a client discloses to staff that they inject drugs, they will work together to decide upon a personalized, realistic harm reduction approach (e.g., utilizing a syringe exchange, referral to a drug treatment facility).

For the high-risk, HIV-negative individual, the process is successfully completed by attending regular check-ins and re-testing every six months. For the person who tests HIV-positive, success requires following through with scheduled medical appointments, attending the AVOL service intake appointment, meeting with Health Department staff who will assist in notifying sexual and drug use partners, and complying with medication adherence.

AVOL proposes testing 1,260 high-risk individuals per year. Our goal is that 99 percent will remain negative, and that 1 percent of individuals will likely test HIV-positive. Those testing positive will achieve reduced viral loads through support services, engagement in medical care, and medication adherence. 672 high-risk negative clients will receive long-term follow-up and re-testing with the goal of maintaining their negative status. AVOL will soon begin its PrEP-connection services, directly dispensing PrEP medication to prevent HIV infection to its HIV-negative clients.

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.)

Poverty and health disparities go together. HIV/AIDS is no exception. Providing respectful, evidence-based, and culturally competent sexual health education allows individuals to make healthy, informed decisions about their bodies and relationships, which results in increased self-esteem and personal empowerment. By helping low-income people access free information and safer sex supplies, AVOL helps reduce barriers to engagement in healthy behaviors.

By providing HIV, HCV, and STD screenings, AVOL helps individuals know their health status and take necessary steps to access appropriate care. Through early diagnosis and timely treatment, individuals are less likely to suffer health crises that can lead to hospitalization and large bills for indigent care. People who are aware of their HIV status and who are receiving proper treatment are essentially unable to transmit the virus to others. Through empowerment education about personal choices and sexual health, AVOL helps reduce fear, ignorance, and misinformation about accessing health care in general. Individuals who engage in routine preventive health care visits and screening often avoid larger medical costs that arise during a health crisis.

People living with HIV who receive proper care and are stably housed enjoy an advantage in terms of education and employment as well as access to other supportive services. Eligible low-income clients of the program who receive an HIV diagnosis are seamlessly connected to AVOL's Client Services Program for assistance with housing and utility costs. Prevention Specialists can refer clients with additional needs to necessary resources, including drug treatment, domestic abuse shelters and mental health counseling.

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.

Using both quantitative and qualitative data, evaluation activities will ensure that all project goals, objectives, and outcomes are achieved in a satisfactory manner. Any project evaluation and/or management-related data that are collected, maintained, or disseminated by the project will be handled in a manner that will protect the confidential information of participants.

AVOL's own internal data tracking system collects pertinent information to evaluate the effectiveness of its prevention services. Data collected includes demographics, risk factors, etc. All program data is also reported to the CDC in a system called EvalWeb, a dynamic database and reporting tool that provides necessary data for reporting progress.

Progress data reports will be filed with LFUCG ESR and discussed at monitoring and evaluation meetings. Outcome tracking outlined in Section 5.2.1 will be reported continually. Conclusions drawn from evaluation activities will be reviewed by staff and AVOL's board and will be considered when planning future initiatives. In addition to service improvement, evaluation efforts tend to uncover unmet needs and will be incorporated into long-term strategic planning and program development. AVOL will share information and consult constituents, clients, donors, and volunteers to solicit additional feedback and insight. Several HIV-related planning and strategy groups exist at both the state and federal level and are always interested in a local perspective and learning. AVOL will share information and insights upward to the Kentucky HIV/AIDS Planning and Advisory Council, Dining Out for Life International, and the U.S. Housing and Urban Development's (HUD) Housing for Persons Living with HIV/AIDS planning group.

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.

Matthew Brewer (BA) joined AVOL as Prevention Manager in 2015. Matt has provided support to individuals experiencing substance abuse issues, including those living with HIV, for several years. He manages AVOL's prevention activities and has directly contributed to a more effective and targeted team. He is a state-certified Harm Reduction Navigator and helps train community members on effective ways to reduce risk.

Andres Cruz joined AVOL as a Prevention Specialist in 2019. Andres has experience working in preventive medicine with migrant agricultural Hispanic workers in Kentucky and helped develop and support the Latino Health Promoters program with Adult Health Education Center. As an editor, photographer, writer, and publisher of La Voz of Kentucky Bilingual Newspaper, he has been able to develop many relationships within the Latino Community in Lexington.

John Rhyne joined AVOL as a Prevention Specialist in 2020 and has strong foundation and connection with the LGBTQ+ community as a board member and former empress for the Imperial Court of Kentucky. Having worked at the Kentucky Transportation Cabinet he assisted with the training and implementation of the REAL ID in the state of Kentucky. He also worked as a financial adviser for the University of Kentucky Dental Department.

One staff position is currently in the process of being filled. Staff employed through the ESR program will be receive training opportunities available to prevention by the Kentucky Department of Public Health. This comprehensive resource is very adequate to keep any HIV prevention professional up to date.

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.

Over the years AVOL has developed many community partnerships to reach high-risk individuals. AVOL fights HIV stigma and supports other stigma-fighting organizations and gatherings. These organizations include Lexington Fairness, Kentucky Fairness, PFLAG, UK Office of LGBTQ Resources, Shepherd's House, Bluegrass Black Pride, TransKY, JustFundKY, Pride Community Services Organization, various Black Lives Matter gatherings, etc.

AVOL maintains a close working relationship with UK's Bluegrass Care Clinic (BCC), which provides medical case management, medical services, and pharmacy services to people living with HIV. AVOL and BCC form a continuum of care: AVOL refers clients with confirmatory HIV diagnosis to BCC, and BCC refers eligible clients back to AVOL for assistance with housing/supportive services and for prevention case management. AVOL collaborates with the LFCHD frequently to ensure the best possible outcomes for those who are high-risk. AVOL refers those newly diagnosed with HIV to the BCC. AVOL also provides HIV and HCV testing at the LFCHD's syringe exchange program.

AVOL collaborates with various organizations to identify high-risk target audiences for HIV education and testing, including: Voices of Hope, Chrysalis House, Family Care Center, Community Inn, Coleman House, Arbor Youth, Pride Community Services Center, Fayette County Drug Court, BHG Suboxone Clinic, Hope Centers for Men and Women, Greenhouse 17, and area colleges and universities. AVOL's Board of Directors is entirely made up of volunteers, including individuals from high-risk populations. Volunteers play crucial roles at our events and education sessions. AVOL's major funders include HUD, Harm Reduction Coalition, and the CDC.

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?

AVOL's offices are located close to the center of Lexington's medical community and is fully accessible. It is within a half-mile of the BCC, the primary area medical provider of most individuals living with HIV, a 10-minute walk to Lextran, and about two miles from downtown Lexington. AVOL has in place extensive non-discrimination policies and is considered a human rights organization. AVOL has staff who are bilingual in English and Spanish or utilize a telephone translation service for other languages. AVOL strives to be present at community and decision-making meetings, especially those associated with safe, affordable housing and public health. Most of AVOL's prevention outreach takes place in the community - not the office. We travel to locations where high-risk activities occur. For example, by utilizing our Mobile Testing Unit, we can maintain a regular, consistent presence in areas of town frequented by sex workers.

The LFCHD NEP is a key referral resources for AVOL's outreach. AVOL serves as a primary outreach component for the NEP and assists with on-site and mobile testing. The syringe exchange could benefit from more resources and focused outreach efforts that motivate individuals in need of clean needles to utilize the program.

Given this initiative's focus on marginalized or underrepresented populations, individuals who assume the roles funded by this initiative have extensive social ties to minority populations, PWID, and LGBTQ+. They will strengthen AVOL's connection with and outreach to focus populations.

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 AVOL Kentucky, Inc. Program Name HIV Prevention & Harm Reduction FY 2022 (July 1, 2021-June 30, 2022) Total Program Budget **Column B ESR** Column C Column A **Total Program Grant Funding** Non-ESR Program Budget [= B+C] Funding [A-B] Request # of 1. Staff Salaries for Program **Employees:** 4 113.784 218,598 104,814 Full-Time (FTE) Part-Time 218,598 104,814 113,784 **Total Salaries** 3. Consultant Services 0 0 0 No consultant services. For staff salaries in section 1, total includes 2 FTE salary requested, payroll taxes, and fringe. list details 5,543 4. Space/Facilities 11,086 5,543 Average cost of \$2,771 per FTE for desk space, meeting space, bathrooms, waiting area, testing areas, and upkeep. list details 5. Operating Expenses 9,304 4,652 4,652 Average cost of \$2,326 per FTE for necessary shared costs including telephone, photocopy, printing, accounting, payroll processing, IT services, postage, insurance and liability, office supplies, and faxing. list details 6. Scholarships / Stipends 0 list details numbers & amounts 49,491 4,991 44,500 7. Other Estimated cost for condom distribution, lube, bleach kits, wound care kits, educational materials, Coronavirus prevention supplies, and other harm reduction and prevention supplies. list details 8. TOTAL FY22 PROGRAM BUDGET 288.479 120,000 168,479 228 **Cost per Program Participant:** I understand that this document in its entirety is incorporated into my grant Agreement

with the Lexington-Fayette Urban County Government.

Autho	rized Representative (typed name):	Jon Parker	
Title:	Executive Director	Date:	05/11/2021