

**AGREEMENT**

THIS AGREEMENT (hereinafter "Agreement"), made and entered into on the 4 day of December, 2018 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 Office of Homelessness Prevention and Intervention (hereinafter "Sponsor"), and, **Mountain Comprehensive Care Center** with offices located at 1060 Goodwin Drive, Lexington, Kentucky 40505 (hereinafter "Organization").

**RECITALS**

WHEREAS, the Government and Sponsor desire to implement a program to serve those within the community experiencing chronic homelessness, specifically those within the community that utilize hospitals, jails, law enforcement, and homeless services at an extreme rate;

WHEREAS, the Government and Sponsor solicited Requests for Proposals through RFP 32-2018, "High Utilizer Housing First", from public organizations and private non-profit organizations to provide services for this community; "

WHEREAS, the Organization submitted a proposal which was deemed by the Government to be the best and most responsive proposal to implement the High Utilizer Housing First Program;

**WITNESSETH**

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the period beginning on November 14, 2018, and continuing for a period of twelve (12) months. This Agreement shall automatically renew on an annual basis for up to two (2) additional terms of one (1) year each unless either party provides the other with at least sixty (60) days advance written notice. Notwithstanding the above, the Government may terminate this Agreement at any time and for any reason by providing the Organization with at least (30) days advance written notice of termination.

2. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- (a) Exhibit "A" – RFP #32-2018;
- (b) Exhibit "B" – Organization's Formal Proposal to RFP #32-2018.

In the event of a conflict between and among the provisions of these documents the provisions of this Agreement shall prevail, followed by the provisions of RFP #32-2018 (Exhibit "A"), and Organization's Formal Proposal (Exhibit "B").

3. Government shall pay Organization the sum of **One Hundred and Fifty Thousand Dollars (\$150,000.00)** for the services required by this Agreement, said services being more particularly described in pages 1 through 16 of Exhibit B attached hereto and incorporated herein by reference, one-fourth

(1/4<sup>th</sup>) of which shall be payable in November 2018 or shortly thereafter upon receipt of an invoice, with one-fourth (1/4<sup>th</sup>) payable each quarter thereafter upon submission of a quarterly financial report and invoice, and a detailed quarterly program report. Quarterly financial reports, invoices, and detailed program reports shall be submitted by the second Friday in the months of February, May, August, and November. Both reports shall reflect the services and programs directly related to the funding provided by Lexington-Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for both the quarterly financial and program reports will be provided.

4. In the event of termination of this Agreement by Government as provided for in paragraph 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.

5. Organization shall perform all duties and services included in Exhibit "B" 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 said Exhibits 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 shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

6. 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 Exhibits attached hereto.

7. 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.

8. Organization represents that it has completed and shall continue to have prepared and completed an annual audit. A copy of such audit shall be provided to the Sponsor each year of the Agreement.

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. This includes access to all data collected by the Organization in the course of delivering services under this Agreement. 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, shall promote equal employment, 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. Organization expressly agrees to abide the General Conditions and Risk Management Provisions included in Exhibit "A" which is attached hereto and incorporated herein by reference.

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

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

- A. Objectives: Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these policies.
- B. Investment Funds Management: The governing board may elect to either:
  - (1) Manage its investment through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff; or
  - (2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulation. The trust department may utilize its regular short-term one hundred percent (100%) US Treasury Fund for daily funds investment.

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

C. Investment Policies - - Safety and Prudence.

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

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

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

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

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

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

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

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

For Organization: Mountain Comprehensive Care Center  
104 South Front Avenue  
Prestonsburg, Kentucky 41653  
ATTN: Promod Bishnoi, President/CEO

For Government: Lexington-Fayette Urban County Government  
101 East Vine Street  
Lexington, Kentucky 40507  
Attn: Polly Ruddick, Director  
Office of Homelessness  
Prevention & Intervention

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

MOUNTAIN COMPREHENSIVE  
CARE CENTER.

BY: *Linda Gorton*

BY: *Promod Bishnoi*

Mayor

Title: *President/CEO*

ATTEST:

*[Signature]*  
Deputy  
Clerk of the Urban  
County Council





**Innovation and Sustainable Solutions to Homelessness Fund  
REQUEST FOR PROPOSALS**

**Cross Functional Team's  
High Utilizer Housing First Program**

**Purpose**

The Homelessness Innovation and Sustainable Solutions fund provides financial support to innovative projects that implement research-based best practices to prevent and reduce homelessness in Lexington. The purpose of this Request for Proposals is to solicit cost proposals for the implementation of a Cross-Functional Team High Utilizer Housing First program serving individuals who are the highest utilizers of human services such as jail, hospitals, police, and social services. Some of these individuals may be chronically homeless.

**Eligibility**

Eligible proposers are public organizations and private non-profit organizations with 501c3 status and collaborations of such organizations (with one serving as lead applicant and fiscal agent) so long as the proposer or at least one member of the collaboration has a demonstrated track record serving people experiencing homelessness or at risk of homelessness including operation of programming with measurable outcomes and proven successes.

Proposers and lead proposers must be full participants in the Homeless Management Information System (HMIS) for all applicable programming operated by the organization. Additionally, all proposed projects must include a plan for full HMIS participation.

**Instructions**

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

**Proposal Deadline – October 17, 2018 at 2:00pm (ET)**

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

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

## **1.0 GENERAL INFORMATION AND SCOPE**

### **1.1 Background**

In 2013 the Mayor's Commission on Homelessness issued a report containing recommendations for reducing and preventing homelessness in Lexington. These recommendations included the creation of the Office of Homelessness Prevention and Intervention (hereinafter referred to as "OHPI") to coordinate implementation and improve collaboration among local government, service providers, employers, medical professionals, and other key stakeholders.

As noted in the Commission's Report, Lexington is a caring community with a long history of working to reduce homelessness. Numerous organizations and individuals have worked for several decades to develop a service delivery system that successfully addresses the needs of most people experiencing homelessness, including the development of programs aimed at addressing some of the root causes of homelessness such as substance abuse. Some populations remain difficult to serve through more traditional models because of factors such as severe and persistent mental illness, physical health conditions, substance abuse issues or a combination of these and other high-risk indicators leading to chronic homelessness.

In the summer of 2018, a cross functional team was developed with existing resources throughout the City. This team includes representations from the Lexington Police Department, Mountain Comprehensive Care Center, Bluegrass.Org, Lexington Fire Department, Lexington's homeless street outreach program, staff of the OHPI, and others depending on individualized services plans.

Of the 41 individuals identified as high utilizers of services in the community, 5 of those are marginally housed at this time, 3 of them are not homeless or marginally housed, 25 individuals are documented homeless, and 8 individuals have an unknown housing status.

Lexington has had proven success reducing the number of homeless individuals with a model called Housing First, which is recognized as a best practice by the United States Interagency Council on Homelessness, the Substance Abuse and Mental Health Services Administration and the Department of Housing and Urban Development. Unlike more traditional models where permanent housing is provided after completion of a program, the Housing First model provides permanent housing *first* and then works to surround the participant with the appropriate supportive services.

Local case studies have shown that this model can be significantly less expensive than continuing to cycle individuals through jails and emergency rooms. Not only can it be a more cost-effective way to address homelessness for certain people, it can also be more helpful to the long-term well-being of the participants. Housing First yields higher housing retention rates, lower returns to homelessness, and significantly reduces the use of crisis services and institutions.

## **2.0 GENERAL PROVISIONS**

### **2.1 Purpose**

The LFUCG is accepting proposals from qualified organizations/businesses/individuals for homelessness prevention and intervention funding. This request for proposals is specifically to solicit proposals to implement a high-utilizer housing first model program

for people experiencing homelessness in Lexington-Fayette County. By responding to this RFP proposers agree to collaborate fully with LFUCG and/or its designee to perform the proposed tasks.

## **2.2 Funding Period**

The funding period for this program is three (3) years. The LFUCG intends to organization(s) for an amount to be agreed upon between the LFUCG and the selected applicant.

## **2.3 Match/Leverage**

The funding period is for three (3) years beginning on December 1, 2018. The intent of this allocation is to provide funding for startup and operation of a high-utilizer Housing First model program including all necessary collaboration with other providers and public entities. LFUCG will conduct ongoing evaluation of the program to determine effectiveness including whether adjustments may be needed for the model in order to maximize outcomes and return on investment.

Additionally, the successful proposer will be expected to seek additional resources for the project – public or private – to serve as match or leverage and extending the reach of LFUCG support.

**Cash match** is defined as public or private funds allocated directly to the operation of the proposed project. For example, a \$200 private donation used to purchase supplies is *cash match* of \$200.

**Leverage** is defined as goods or services provided directly for the benefit of the proposed project and/or its participants. For example, a donation of backpacks valued at \$200 is a *leverage* of \$200. Both types of project contributions must be documented in quarterly and annual financial reports to LFUCG. Failure to meet match/leverage requirements as outlined here may result in loss of the grant award and will impact competitiveness for future LFUCG funding.

## **2.4 Proposal Submission**

In order to be considered, proposals must be received by the October 17, 2018, deadline. The proposal must respond to each of the required narrative questions to be complete.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative questions constitute an incomplete proposal. The final decision regarding proposal completeness and penalties will be determined by the Director of the Office of Homelessness Prevention & Intervention.

## **2.5 Acceptance/Rejection of Applications**

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

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to

accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of Urban County Government.

#### **2.6 Requests for Clarification**

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

### **3.0 FUNDING PROCESS**

#### **3.1 Timeline**

Completed proposals are due no later than 2 p.m. on Wednesday, October 17, 2018, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than November 2018. This timeline is subject to change without notice.

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

#### **3.2 Evaluation**

Proposals will be evaluated by a neutral panel including LFCUG staff and third-party reviewers selected by the OHPI who have some expertise in the field of human services but no affiliation with any applicant. This panel will be referred to as the Program Evaluation and Performance Committee. The scoring criteria are outlined in Section 5.0 Evaluation.

#### **3.3 Selection**

The highest scoring proposal as determined by the panel will be recommended for funding and contacted to negotiate a funding agreement. Should no agreement be reached, the second highest scoring applicant will be contacted.

### **4.0 PROPOSAL FORMAT**

The Proposer must submit one (1) master (hardcopy), (2) electronic versions in .PDF format on a flash drive and nine (9) duplicates (hardcopies) of their proposal for evaluation purposes. A complete proposal contains each of the following components:

- One Page Cover Sheet containing:
  - Organization or Lead Applicant Name and Authorized Representative
  - Organization or Lead Applicant Address, Phone Number and E-mail
  - Title of proposed project
  - Brief summary of proposed project (250 words or less)
  
- Project Narrative responding to each of the evaluation criteria described in Section 5.0 and utilizing format described below (10 pages or less)

- Double spaced
- Single sided
- Times New Roman 12-point font with 1-inch margins
- Page numbers in bottom right corner

## 5.0 Evaluation

### 5.1 Program (40 points) – Describe design and implementation strategy

The core of the program and some program design aspects are required and the organization MUST implement. The organization will be required to comply with the following core principles and design of a Housing First model.

Responses to the RFP should include how the organization may vary the design for implementing and how the organization intends to include all aspects below.

#### a. Design

##### ○ Core Elements (Required)

- 5.1.a..1 Access to program and housing is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions.
- 5.1.a..2 Program will do everything possible not to reject an individual or family on the basis of poor credit or financial history, poor or lack of rental history, minor criminal convictions, or behaviors that are interpreted as indicating a lack of “housing readiness.”
- 5.1.a..3 People with disabilities are offered clear opportunities to request reasonable accommodations within applications and screening processes and during tenancy, and building and apartment units include special physical features that accommodate disabilities.
- 5.1.a..4 Housing and service goals and plans are highly tenant-driven.
- 5.1.a..5 Supportive services emphasize engagement and problem-solving over therapeutic goals.
- 5.1.a..6 Participation in services or compliance with service plans are not conditions of tenancy, but are reviewed with tenants and regularly offered as a resource to tenants.
- 5.1.a..7 Services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use and addiction are a part of some tenants’ lives. Tenants are engaged in non-judgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.
- 5.1.a..8 Substance use in and of itself, without other lease violations, is not considered a reason for eviction.
- 5.1.a..9 Tenants in supportive housing are given reasonable flexibility in paying their share of rent on time and offered special payment arrangements for rent arrears and/or

assistance with financial management, including representative payee arrangements.

- 5.1.a..10 Rehousing of participants that lose housing, without punishment or condition. Every effort is made to provide a tenant the opportunity to transfer from one housing situation, program, or project to another if a tenancy is in jeopardy. Whenever possible, eviction back into homelessness is avoided.
- 5.1.a..11 Participants move into housing within 4 months.
- 5.1.a..12 No expected time limits on housing, through lease may need to be renewed periodically.
- 5.1.a..13 Participants spend no more than 30% of gross monthly income on housing.
- 5.1.a..14 Less than 20% of units in the building are leased by program participants.
- 5.1.a..15 Participants have privacy

○ **Service Philosophy (Required by all Staff)**

- 5.1.a..1 Must occur as often as needed, sometimes several times a day. At a minimum, client interactions will take place at least twice a week.
- 5.1.a..2 Participants influence type, duration, frequency and intensity of services
- 5.1.a..3 Participants are not required to participate in psychiatric services
- 5.1.a..4 Participants are not required to participate in substance use treatment
- 5.1.a..5 Harm reduction approach is used
- 5.1.a..6 Motivational interviewing is used
- 5.1.a..7 Assertive engagement is used
- 5.1.a..8 There is an absence of coercion
- 5.1.a..9 Planning is person-centered
- 5.1.a..10 Participant self-determination is supported

○ **Services (Required by organization or partner with MOU (submitted). Organization can add additional services within RFP.**

- 5.1.a..1 Program offers both assistance with move-in and ongoing housing support services including assistance with neighborhood orientation, landlord/neighbor relations, budgeting, shopping, property management services, assistance with rent payment/subsidy assistance, utility setup, and co-signing of leases.
- 5.1.a..2 Program brokers access to psychiatric services
- 5.1.a..3 Program brokers access to substance use treatment
- 5.1.a..4 Program brokers access to employment and education services
- 5.1.a..5 Program brokers access to nursing supports
- 5.1.a..6 Program fully supports social integration and meaningful activities

- 5.1.a..7 Participants choose location and other features of their housing like furniture

**5.2 Program Outcomes and Performance Measures (10 points)**

Performance Measure Reports will be given to the awardee at time of contract, but will include:

- 5.2.a..1 Number of contacts with case manager within last 90 days.
  - 5.2.a..2 Number of services and types of services for each client each month
  - 5.2.a..3 Days hospitalized in last 90 days
  - 5.2.a..4 Number of hospitalizations in last 90 days
  - 5.2.a..5 Days in jail in last 90 days
  - 5.2.a..6 Mental health functioning
  - 5.2.a..7 Social functioning
  - 5.2.a..8 Substance abuse reported
  - 5.2.a..9 Income
  - 5.2.a..10 Non cash benefits
  - 5.2.a..11 Police interactions in the last 90 days
  - 5.2.a..12 Employment rate
  - 5.2.a..13 Participation in education
  - 5.2.a..14 Participation in social activities outside the program
  - 5.2.a..15 Self-reported quality of list
  - 5.2.a..16 Self-reported consumer satisfaction
  - 5.2.a..17 Housing status at discharge
- b. Responses to the RFP at a minimum should include how the agency intends to track and monitor progress.

**5.3 Experience and Qualifications, Organizational Capacity (10 points)**

- a. Responses to the RFP at a minimum should:
- Describe the responding organization's mission and how that aligns with the Housing First program goals;
  - Provide a general description of the organization's experience in areas of homelessness and housing, including developing and/or implementing case management/housing navigation programs;
  - Provide specific examples of relevant programs completed including a description and resulting deliverables;
  - Provide specific examples of existing partnerships and collaborations that will be leveraged to implement a successful program;
  - Describe program staffing as well as each staff member's role and/or function in the program. Applicants may divide the program responsibilities, as long as, all outlined above are covered and they may apply for various partial or full FTE equivalents as they see fit;
  - Identify the team members or positions (if vacant or undetermined) that will work directly on the program and attached relevant resumes, CV, and/or position descriptions; and
  - Identify a team leader to serve as liaison with the OHPI as well as any other employees or contractors expected to support the program.

5.4 **Timeline (10 points):** Assume a start date of December 1, 2018 and provide a timeline of activities.

- a. Responses to the RFP at a minimum should include, for each timeline step:
  - a. Action Step, anticipated start and finish dates and responsible parties; and
  - b. Identification of any actions the proposers will require of the OHPI staff members including meetings, identification of stakeholders, collection and sharing of data, etc.

5.5 **Program Sustainability, Cost and Overall Program Budget (30 points)**

- a. Responses to the RFP at a minimum should:
  - a. Describe the total number of clients to be served with these funds including line items for housing and supportive services;
  - b. Describe the types of individuals to be served, i.e. individuals, families;
  - c. Describe the other private/public funding sources projected to be used for sustainability. Proposers are not required to list specific funder names;
  - d. For each category, identify the amount requested, the amount to be provided through cash match (if applicable), and the amount to be leveraged through other programs or organizations (if applicable).
  - e. *Personnel* – Identify each position allocated to the grant, role in the project and percentage of FTE allocated.
  - f. *Fringe Benefits* – Include the organization’s fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.
  - g. *Equipment* – Describe any equipment needed for the project such as a tablet for conducting VI-SPDAT assessments in the field. Clearly identify one-time expenses versus ongoing expenses.
  - h. *Travel* – Include anticipated amount of travel and mileage reimbursement rate. If out-of-area travel is proposed, identify its purpose and relevance to the program.
  - i. *Contractual* – 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 at no additional cost (as leverage) should be included in other line items.
  - j. *Operating Expenses* – Break down costs associated with supplies, office space, contracts for supportive services, KYHMIS expenses, and any other expense associated directly with the operation of the project. For each item identify the category, such as “KYHMIS License,” and a brief justification of the amount requested.
  - k. *Indirect Costs* – If an indirect cost rate is used, provide evidence of an approved indirect cost rate from the appropriate cognizant agency. If the organization does not use an indirect cost rate, provide a clear indication of administrative costs as differentiated from direct operating expenses.



Proposals should include a separate line item budget and budget narrative and will be evaluated based on reasonableness of expenses and overall feasibility. Budgets should reflect all program revenue and expenses.

- I. It is the goal of OHPI is to ensure this project continues to operate as long as it produces results. However, funding in the Innovative & Sustainable Solutions to Homelessness Fund is limited and is largely intended for one-time, startup expenses and not ongoing program operations. Therefore, applicants should provide a detailed sustainability plan for how they will seek and acquire resources to continue operations beyond this grant award. Plans should include specific public and private funding sources to be pursued and not just a blanket assurance that the applicant will seek funding.



## EXHIBIT B

Organization: **Mountain Comprehensive Care Center**  
Authorized Representative: **Promod Bishnoi, President/CEO**  
Address: **1060 Goodwin Drive, Lexington, KY 40505**  
Telephone: **606-886-8572**  
Email: **Promod.bishnoi@mtcomp.org**

Title: **MCCC High Utilizer Housing First**

11  
individuals

Mountain Comprehensive Care Center (MCCC) proposes to provide a Housing First program, housing 11 individuals from the Lexington Office of Homelessness Prevention and Intervention list of high utilizers. With a request of \$150,000 per year for a period of three years, MCCC will provide rents, utilities, deposits, housing stability case management, and housing search and placement assistance, to ensure that high utilizers as identified by the Cross Functional Team are provided with both rental resources and referrals to wrap around services to ensure they can maintain their housing. In addition to rental assistance, participants in this program will have access to intensive services designed to provide housing stability, including but not limited to, psychiatric treatment, therapy, substance abuse treatment and/or counseling, crisis intervention, case management, peer support and community support.

**Program (40 points) – Describe and design and implementation strategy**

Mountain Comprehensive Care Center (MCCC) proposes the MCCC High Utilizer Housing First Program, which will provide housing stability case management, rental assistance, utility deposits and security deposits for eleven (11) persons from the Office of Homelessness Prevention and Intervention (OHPI) high utilizer list. These funds will provide stable housing for the persons assisted for a period of three years, during which time they will be provided wrap around supportive services to ensure the housing can be maintained. The cost of this program as reflected in the attached budget is \$150,000 per year for three years.

**Design**

The MCCC program will be run according to the core elements of Housing First. MCCC operates all of its existing housing programs by the model of Housing First. Participants in this program will be provided with barrier free housing. Where barriers are present in the community, the Housing Stability Case Manager (HSCM) will assist with advocacy on behalf of the participant and work to remove all barriers.

The HSCM will work along with any existing service provider for the participant to develop the trust of the individual so they can work together to find the best housing option. The HSCM will also work with area landlords to cultivate relationships with persons willing to rent to participants. Additionally, the HSCM will not only work through the housing process with the participant, but also will provide on going case management aimed at maintaining housing. The HSCM will administer the VI-SPDAT acuity assessment, to ensure placement on the Coordinated Entry Local Prioritization list for any available housing resources. Once housed, the HSCM will ensure that the participant has a plan for housing stability, and will revisit it at least monthly with the individual to keep the plan current and relevant and track the participant's

progress. The plan will include referrals to services for food, income/jobs, clothing, and other services, such as substance abuse counseling/treatment, physical health and behavioral health services. MCCC will offer behavioral health services to participants including, substance abuse treatment, psychiatry, licensed therapy, case management, peer support and community support. MCCC can also provide assistance in accessing SSI/SSDI through the SOAR program. The HSCM will be trained in SOAR, and the Director of Housing and Grants has completed the SOAR Leadership Academy which qualifies her to provide SOAR training.

Through these funds, MCCC will provide rental assistance, utility deposit assistance and security deposit assistance. Once the HSCM and participant have found housing that meets Housing Quality Standards, and is in a building where less than 20% of the residents are program participants, the HSCM will assist the participant with move-in and locating furnishings and basic needs such as bedding, dishes, cookware, etc. MCCC will make monthly rental payments to the landlord on behalf of the participant, and will provide assistance with utilities. The HSCM will check in with the participant several times each week, and will also provide advocacy with the landlord to ensure the housing is maintained. If the participant agrees to further services, MCCC will provide all needed behavioral health services, including peer support and community support, both of which will provide assistance with transportation and activities of daily life.

MCCC will provide services under this program in a barrier free environment. All services are provided at the choice of the participant, and services are always provided with a person-centered approach, because the individual should have a voice in all service and housing plans. Likewise, all services are tailored to the needs of the individual.

No one will ever be screened out of this program. Questions regarding criminal backgrounds, sobriety, income levels, etc are only asked in order to provide a cohesive and

individualized housing plan, so that MCCC staff can assist with the removal or mitigation of housing barriers. The only requirement for this program is that the individual be referred through the OHPI Cross Functional Team. There will be no such thing as “housing readiness” for this program. All persons referred are deemed ready to be housed and staff will work with them to find the most suitable housing. Persons with disabilities will be assisted by the HSCM to ensure that appropriate housing is secured and will assist the individual with requests for reasonable accommodation, and will assist the individual with the application process, as well as providing any needed advocacy with potential landlords. As mentioned earlier, housing and service plans are highly tenant driven, and all services are provided with a person-centered approach. Not only will MCCC provide therapeutic services, but the HSCM will provide services that emphasize engagement and problem solving. Providing services that address both the needs of the individual for survival (engagement and problem solving) as well as therapeutic needs, will provide positive outcomes for housing.

MCCC will never require compliance with a service plan or participation in services as a requirement of tenancy. However, all participants will be encouraged to participate in services, and the HSCM will at a minimum check in with the participant on a weekly basis should they refuse services. That weekly check in will be solely to assess if the participant needs anything at that time and let them know that the HSCM is available to help them.

MCCC recognizes that its housing clients all have unique and individual issues that brought them into their housing services. Therefore, sobriety is not a condition of tenancy. Participants will be provided services and education directed toward harm reduction. MCCC staff will never offer services in a judgmental manner, and individual participants will always be provided information and education on the avoidance of risky behaviors. The HSCM will work

with participants who have substance or alcohol issues to educate them on how to adjust behaviors to better ensure they do not lose their housing placement as a result of lease violations stemming from those behaviors. The HSCM will also work with the landlord to mitigate situations that may result in eviction of a participant. While substance abuse is never a valid reason for eviction, resultant behaviors can result in other lease violations. Should eviction be eminent, the HSCM will work with the landlord to allow us time to find suitable alternate housing.

MCCC will expect that tenants with income will contribute 30% of their income to the rent, as HUD standards will require should they receive a voucher for permanent housing. However, the budget is set at an amount that will allow 100% of the rent to be paid to ensure that individuals have flexibility in paying their rent on time, and to ensure that special arrangements for repayment of rent can be made. The HSCM will provide assistance with financial management, and will provide assistance with accessing a representative payee should that be required.

MCCC will provide housing assistance to rehouse anyone who is evicted from their housing. The HSCM will assist them in locating suitable housing and will assist with landlord advocacy to ensure they are not evicted back into homelessness.

MCCC will strive to move applicants into housing within four months. This will be dependent upon availability of suitable housing, but with the HSCM working on developing landlord relationships, this should be an attainable goal. This housing is only expected to be limited by the availability of funds, but as a part of housing stability case management, the HSCM will assist the individual with placement on waiting lists for a Housing Choice Voucher or other suitable permanent housing arrangements. To protect the rights of tenancy of the

individual, MCCC will require a lease from the landlord. However, if a situation arises where a landlord will not provide a lease, and the individual is particularly difficult to house in another placement, then this requirement will be waived so as to avoid creating a barrier to housing. No participant will ever be asked to spend more than 30% of their income toward their housing. No tenant will be housed in a building where more than 20% of the program participants have leased units.

Privacy of the participant of utmost importance to MCCC. The appropriate releases will be obtained before any MCCC staff member begins working with the individual so as to not violate their rights to privacy. Likewise, no MCCC staff member will enter a residence without permission and invitation of the program participant. Landlords are expected to provide privacy to their residents and provide no less than a 48 hour notice before entering the property. If a ~~landlord violates a participant's privacy~~, the HSCM will assist the participant with appropriate ~~grievances~~, and if the situation is not remedied, the HSCM will assist the participant in giving the landlord proper notice and securing alternate housing.

MCCC is a current user of the Homeless Management Information System (HMIS). The HSCM will be trained in using HMIS and all required information on program participants will be entered into HMIS. HMIS will also be used as a case management tool with all services and notes being added. This will make it a tool that is usable by OHPI, MCCC and the Cross Functional team to track the progress of participants.

MCCC staff will strive to make the transition into housing a pleasant experience for the participant and will provide all necessary services to alleviate the stress that an individual can experience in the housing process.



### *Service Philosophy*

MCCC will provide intensive services to participants in this program. The HSCM will make contact, and if desired by the participant, provide services, no less than twice weekly, but as often as needed to ensure housing stability. Other services from MCCC, if requested by the participant, will be provided in a manner that is appropriate for the service, however, case managers, peer support and community support may provide services as many times as needed. All services available under this program are provided on a **voluntary** basis, including substance abuse treatment and psychiatric services, and although participation is encouraged, non-participation does not affect tenancy or support. Our aim is to reduce harm, and MCCC provides services that are person-centered and driven by the choice of the individual. All MCCC staff are trained in trauma informed care and motivational interviewing. MCCC's staff of professionals provides services in a compassionate manner, understanding that encouraging the individual to participate in the process of housing and service planning will yield much more positive results. No one in this program will ever be required to participate in services, and the wishes of the individual will always be honored.

### *Services: Required by organization or partner with MOU*

The HSCM will assist the participant with location, selection and leasing of a rental unit, as well as provide advocacy with the landlord as needed. The HSCM will also provide continued services including housing stability planning, service referrals, budgeting, life skills, and assistance with daily activities of life. MCCC will make referrals for primary health care, and educational services. The HSCM will not only make these referrals, but assist them in accessing the required services. MCCC will provide behavioral health care including substance abuse treatment, psychiatry, therapy, victim services, case management, peer support and

community support. MCCC will provide services for supported employment, and the HSCM will also assist the participant in accessing job training and placement services at the Kentucky Career Center. Additionally, the HSCM will assist the participant with accessing food pantries and entitlements, and will provide transportation to services where public transportation cannot be arranged. The HSCM can also provide transportation to stores, pharmacies, entertainment, etc as necessary.

**Program Outcomes and Performance Measures (10 Points)**

MCCC will monitor and track progress in this program through its Electronic Medical Records as well as the Homeless Information Management System. The HSCM will make appropriate entries to each system. Through each of these systems, MCCC can track the required information for reporting, including contacts, services, hospitalizations, jail time, mental health functioning, social functioning, substance abuse reports, income, non-cash benefits, police interactions, employment, education participation, social activities, self-reported quality of life, and housing status at discharge. MCCC will use a consumer satisfaction survey to determine self-reported consumer satisfaction. MCCC has the means to gather all required information and will report as required.

EMR  
HMIS  
both

**Experience and Qualifications, Organizational Capacity (10 Points)**

MCCC's mission is to provide services that provide recovery and hope. Providing supportive housing for vulnerable populations, is one way by which MCCC realizes its mission. MCCC provides housing through brick and mortar housing developments in the Big Sandy region of KY as well as through its various rental assistance programs. MCCC currently owns and manages two supportive housing developments for a total of 32 units. It also operates several rental assistance and/or housing assistance programs: HOME Tenant Based Rental Assistance,

Emergency Solutions Grant, Shelter Plus Care, Office of Violence Against Women Transitional Housing, HUD CoC PSH voucher program, and two HUD CoC PSH operating grants. All of these programs provide housing assistance and services to homeless individuals. MCCC also owns and manages a 25 bed Homeless Veterans Transitional Housing Center, as well as its Healing Place Sexual Abuse Shelter, and a 60 bed residential substance abuse treatment center. Additionally, MCCC is a grantee under the Substance Abuse and Mental Health Services Administration Cooperative Agreements Benefitting Homeless Individuals grant program and the Department of Labor Homeless Veterans Reintegration Program. Assuming HUD approval of the Lexington Continuum of Care request submitted in September, MCCC will be a new grantee for CoC PSH funds in the Lexington CoC.

*outcomes*

In its housing voucher programs, MCCC currently has 43 persons housed in the community. MCCC has seen through its supportive housing plus its voucher programs great improvement in housing outcomes and stability, especially for persons who access services. Hospitalizations have been greatly reduced. In the past 12 months there have been only three hospitalizations out of the 75 persons we have housed both in the community and in MCCC owned housing. In MCCC owned housing, the Shelby Valley Independent Living Apartments have been opened for four years. Of the 12 units, 7 individuals have maintained their housing for more than 3 years.

MCCC has existing relationships and/or partnerships with Participation Station, for training, services and support for persons with severe mental illness, God's Pantry Food Bank, the Kentucky Career Center, for training and job placement services, Healthfirst Bluegrass, for primary healthcare. MCCC also operates a supported employment program in conjunction with the Department for Vocational Rehabilitation.

MCCC will hire a one full-time equivalent Housing Stability Case Manager to perform housing related duties under this program. This position will require a Bachelor's level degree. Jacqueline Long, the Director of Housing and Grants, will serve as the liaison with OHPI and currently is a part of the Cross Functional Team.

MCCC also serves as the Lead Agency for Coordinated Entry for the Big Sandy Region. In this capacity, MCCC is very familiar with the coordination required with homeless services providers, and the needs of the homeless population. All MCCC housing staff are also trained in administering the VI-SPDAT acuity assessment.

**Timeline (10 points)**

<b>EVENT</b>	<b>DATE</b>	<b>RESPONSIBLE PARTY</b>
Hiring of HSCM	30 days from award	Director of Housing and Grants
Meeting w/ OHPI Staff/Cross Functional Team	12/1/2018	Director of Housing and Grants/OHPI staff/Cross Functional Team
Identification of Program Participants	12/31/2018	Director of Housing and Grants/HSCM/OHPI staff/Cross Functional Team
All stakeholders Identified	12/31/2018	Director of Housing and Grants/HSCM/OHPI Staff
Engagement with Landlords begins	12/1/2018	Director of Housing and Grants/HSCM
Meet with first participant	1/15/2019	HSCM
All available spots in program filled	3/1/2019	HSCM
All participants housed	7/1/2019	HSCM

Program Completion Date	11/30/2021	Director of Housing and Grants
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**Program Sustainability, Cost and Overall Program Budget (30 Points)**

This program will house 11 participants at any one point in time, at a total cost of \$150,000. Because of the nature of the population to be housed, the budget is prepared considering housing for 11 individuals in one bedroom units. If it is necessary to house a family, there is some flexibility in the budget to provide that assistance.

While sources for sustainability may be difficult, it is not impossible. Assuming the Lexington Continuum of Care is fully funded in the current competition, MCCC will have funding for permanent housing for persons experiencing chronic homelessness. While these funds require referral through the Local Prioritization List for Coordinated Entry, it can be assumed that many persons identified by the Cross Functional Team will have a VI-SPDAT score that will give them high priority for permanent housing. MCCC will also apply for HOME Tenant Based Rental Assistance (TBRA) specific to this program. While those funds will not provide services, they will provide rental and utility assistance. MCCC can use TBRA administrative fees for housing search and placement, and can assist participants in obtaining and maintaining insurance so that services can be paid through Medicaid. MCCC will also seek funding through private foundation sources, although the level of funding through these resources can be low.

*move to their new program BSH*

**Budget and Budget Narrative**

Mountain Comprehensive Care Center is requesting \$150,000/year for three years to implement the MCCC High Utilizer Housing First Program. The line-item budget followed by the budget narrative is as follows:

<b>Object Class Categories</b>	<b>Explanation of Costs &amp; Methodologies</b>	<b>Total Request</b>	<b>Match/ Leverage</b>
<b>A. Personnel</b>			
Project Director (Long)	0.10 FTE x \$60,000/year	\$0	\$6,000 Leverage
Housing Stability Case Manager (TBD)	1.0 FTE x \$33,000/year	\$32,000	
<b>Total Personnel Costs</b>		<b>\$32,000</b>	
<b>B. Fringe Benefits</b>			
Project Director (Long)	0.10 FTE x 32% of \$60,000	\$0	1,920 Leverage
Housing Stability Case Manager (TBD)	1.0 FTE x 32% of \$32,000	\$10,240.00	
<b>Total Fringe Benefits</b>		<b>\$10,240</b>	
<b>C. Equipment</b>			
Laptop Computer	1 laptop at \$1200 (one time expense)	\$1,200	
<b>Total Equipment Costs</b>		<b>\$1,200</b>	
<b>D. Travel</b>			
Local Mileage	75 miles/week x 50 weeks x 1 FTE @ \$0.40/mile	\$1,500	
<b>Total Travel Cost</b>		<b>\$1500</b>	
<b>E. Contractual</b>			
None	None	\$0	
<b>F. Operating Expenses</b>			
Rental Assistance	\$692 x 11 clients x 12 months (this amount includes utility allowance)	\$91,344	
HMIS License	1 license @ \$300	\$300	
Cell Phones	\$60/month x 12 months x 1 FTE	\$720	
Facility Expense	\$102.83 x 12 months x 1 FTE	\$1234	
Security Deposits	\$692 x 11 clients	\$7612	
Utility Deposit	\$350 x 11 clients	\$3850	
<b>Total Other Costs</b>		<b>\$105,060</b>	
<b>G. Other Match/Leverage</b>			
MCCC Supportive Services (Behavioral)	\$3,400/year x 11 clients		\$37,400 Leverage

Health Treatment)			
Total Other Match/Lev.			\$37,400
Total Direct Costs		\$150,000	
<b>H. Total Costs</b>		<b>\$150,000</b>	<b>45,320</b>

#### A. PERSONNEL COSTS JUSTIFICATION

- The Director of Housing and Grants, Jacqueline Long, will serve as the **Project Director** at 0.10 FTE. Her salary at \$6,000 will be considered leverage/in-kind for the project. As Director of the MCCC High Utilizer Housing First Program she will ensure program oversight, staff supervision, coordination with the OHPI, participate on the Cross Functional Team, coordinate with agency and community resources, monitor the project as part of a Project Management Team and ensure appropriate reporting.
- The **Housing Stability Case Manager** at 1.0 FTE (TBD) is responsible for developing individual housing plans with participants and assisting them with meeting their established goals and objectives including locating and inspecting scattered site units that will meet Housing Quality Standards, as well as connecting participants with appropriate supportive services as desired by the client including behavioral health care for individuals with psychological disabilities. The HSCM will also be responsible for HMIS data entry. All services are voluntary.

#### B. FRINGE BENEFITS JUSTIFICATION

Fringe benefits are based on MCCC's current fringe percentage rates which include: FICA at 7.65%, medical insurance at 15.5%, retirement at 5%, unemployment at 2.7% and Workers' Compensation at 1.15% for a total of 32%. Benefits are allocated at the percentage of time to the project. Fringe for Project Director, Jacqueline Long, will be provided as leverage/in-kind for the project in the amount of \$1,920.

### **C. EQUIPMENT JUSTIFICATION**

- A laptop computer will be required for the Housing Stability Case Manager to perform VI-SPDAT assessments, enter client data and notes into HMIS, and enter information into Electronic Medical Records. The cost of the laptop computer is \$1200 and this is a one time expense that will not carry through to subsequent years.

### **D. TRAVEL JUSTIFICATION**

- **Local Mileage:** Staff will travel throughout the service area for case management/coordination, employment services, and job development, as well as assist with transportation to corresponding supportive services (e.g., behavioral and primary health care appointments) for those who have no other means of transportation. Mileage has been calculated at 75 miles per week for 50 weeks (accounting for vacations, holidays and inclement weather) for 1 FTE at the current agency rate of \$0.40/mile for privately owned vehicles.

### **E. CONTRACTUAL JUSTIFICATION**

No subcontracts or professional support contracts are proposed.

### **F. OPERATING EXPENSES**

Operating expenses for the project include:

- Rental Assistance at \$692 for each client for 12 months. This expense includes a monthly utility allowance of \$184.
- Homeless Management Information Systems license at \$300 per year will be required for participation in the HMIS data entry platform.
- Cell phones for each full-time staff member are budgeted at \$60 per month for 12 months. This will allow the HSCM to be available for participants at all times and will assist with



emergency crisis situations.

- Facility costs are necessary for utility and maintenance costs (e.g., electricity, water, cleaning, trash) and are allocated at approximately \$102.83 per staff per month.
- Security deposits equal to the first month rent have been allocated for 11 clients at a cost of \$692 each. Recognizing that this population may require a move more than once, we will leave this line item in future budgets.
- Utility deposits in the amount of \$350 have been allocated for 11 clients at a cost of \$350 each. This amount will be reallocated for additional utility fees and/or arrearages in subsequent year budgets.

**G. Other Match/Leverage**

- See description below in Leveraged/In-Kind Resources

**TOTAL DIRECT COSTS**

MCCC is requesting \$150,000 in direct costs from Lexington Fayette Urban County Government for the MCCC High Utilizer Housing First program.

**LEVERAGED/IN-KIND RESOURCES**

If funded, MCCC will provide a total of \$45,320 in calculable agency resources and supportive services which are available through MCCC offices across the region. These resources will provide comprehensive behavioral health services and deepen the impact for individuals with the most complex service needs including chronic homelessness. MCCC's commitment includes:

- Program and personnel supervision by the Project Director.
- Outpatient mental health and substance abuse treatment for high service utilizers from psychiatrists, licensed and accredited counselors, case managers, peer support specialists and community support specialists.

- Victim services through the agency's Healing Program and Healing Place for victims of rape, sexual assault, domestic violence, dating violence and stalking - including victimization that has occurred during military service. Trained staff and volunteers assist victims with age-appropriate counseling, medical advocacy, legal advocacy, referrals to community resources, and assistance for family and friends who may also support the victim. MCCC also accesses the VINE which provides notification about an offender's custody status. Emergency shelter and transitional housing are also available as well as access to Supervised Visitation services.
- Homeplace Clinics (health care for the homeless program) which provide a range of primary and preventative care, chronic disease management, basic lab services, health education, medication management, access to free medication through the patient assistance program, behavioral health services and referrals to dental and vision services.
- Access to housing assistance through tenant-based rental assistance, Shelter + Care and ESG for rent and utility deposits and payments.
- 28 units of permanent housing for high functioning persons with developmental and/or intellectual disabilities (12 reserved for special populations); 15 units of Permanent Supportive Housing for special needs populations (SMI, chronically homeless, Veterans); 30 units of low income/homeless housing; and 30 units of transitional housing for persons with substance use disorders.
- Access to the Supported Employment Program for veterans with behavioral health disabilities (SUD, SMI) as well as intellectual and developmental disabilities.
- Access to entry-level employment positions (e.g., Peer Support Specialists) for qualified applicants.

Items with calculable values are as follows:

- Supportive Services for 11 clients at \$3400/year = **\$37,400.**
- Project Director/ Director of Housing & Grants at 10% FTE (\$6,000) and benefits at 32% of \$6,000 (\$1,920) = **\$7,920.**

## **YEAR 2 AND 3 BUDGETS**

MCCC will require funding at the level of \$150,000 in years 2 and 3, however, the \$1,200 laptop computer cost will not be needed. These funds will be used for client assistance. This will help with emergency needs for food or household items. Additionally, in years 2 and 3, we won't need as much funding for utility and/or security deposits. The excess funds will be used to pay any additional utility fees that participants may have over and above their utility allowance.

MOUNTAIN COMPREHENSIVE CARE CENTER  
AFFIRMATIVE ACTION PLAN (AAP)

The Agency shall comply and cooperate to the fullest extent with all applicable regulations of the Equal Employment Opportunity Provisions of the Civil Rights Act of 1964, Executive Order 11246, the Rehabilitation Act of 1973 (29 U.S.C. 793), the Americans with Disabilities Act (ADA) of June 26, 1990 and the Vietnam Era Veterans Readjustment Assistance Act of 1972, all as amended. This policy pertains, as far as the responsibility of this Agency is concerned, to any arrangement under which employees, including trainees, are selected for work.

1. This Agency shall not discriminate against any employee or applicant for employment.
2. This Agency will take affirmative action to assure an equal employment opportunity to all qualified persons and those employees are treated equally during employment without regard to their race, religion, color, age, sex, national origin, disabilities, or Vietnam Era and Special Disabled Veteran's status. Such action shall include but not be limited to:
  - A. Employment, upgrading, demotion, or transfer.
  - B. Recruitment and recruitment advertising
  - C. Layoff or termination
  - D. Rate of pay or other forms of compensation
  - E. Selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

3. **AAP MANAGER DUTIES**

This Agency shall continuously maintain the appointment of an AAP Manager. The AAP manager will be the Agency's Human Resources Director and duties will include:

- A. Responsibility for effectively administering and promoting an active program of equal employment opportunity within the Agency.
- B. Coordinating the EEO efforts of program directors, coordinators, supervisors and others in the position of hiring personnel.
- C. Making recommendations, where appropriate, to correct any deficiencies found in the Agency's program.
- D. Ensure that this policy and plan are being carried out.

4. **AFFIRMATIVE ACTION PLAN (AAP)**

This Agency shall not tolerate any discrimination by virtue of race, religion, color, age, sex, national origin, disabilities or Vietnam Era and Special Veterans status, in the functions of hiring, placement, up-grading, transfer or demotion. In addition, there shall not be any discriminatory practices in recruitment, advertising, or solicitation for employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination or treatment during employment.

5. The Agency has affirmative action obligations in the hiring of minorities, females, disabled and veteran's applicants. We will not use goals, timetables or affirmative action standards to discriminate against any person because of their race, religion, color, age, national origin, disabilities, or Vietnam Era and Special Disabled Veteran's status.

6. This Agency shall take specific affirmative actions to ensure equal opportunity. Our compliance with this policy and plan shall be based upon our efforts to achieve maximum results from our actions and we shall document our efforts fully.
7. This Agency will implement specific affirmative action steps, at least as extensive as the following actions to ensure equal employment opportunity:
  - A. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all times and in all facilities at which our employees are assigned to work.
  - B. We shall specifically ensure that all supervisory personnel are aware of and carry out our obligations to maintain such a working environment.
  - C. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when we have employment opportunities available, and maintain a record of the organization's responses.
  - D. Maintain a current file of:
    - a. the names, addresses and telephone number of each minority and female off-the-street applicant
    - b. minority or female referrals from a union, a recruitment source or community organization
    - c. what action was taken with respect to each such individual.
  - E. When applicable, provide immediate written notification to the Director when the union or unions with which we have a collective bargaining agreement have not referred to us a minority person or woman sent by us, or when we have other information that the union referral process has impeded our efforts to meet our obligations.
  - F. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Agency's employment needs, especially those programs funded or approved by the Department of Labor. We shall provide notice of these programs to the sources compiled under "C" above.
  - G. Disseminate the Agency AAP policy notice by providing notice to the unions and training programs and requesting their cooperation in assisting us in meeting our AAP obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Agency newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Agency EEO/AAP policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - H. Review, at least annually, the Agency's EEO/AAP policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including

specific review of these items with supervisory personnel prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

I. Disseminate the Agency EEO/AAP policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the Agency EEO/AAP policy with other contractors and subcontractors with whom the Agency does or anticipates doing business.

J. Direct our recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to female recruitment and training organizations serving our recruitment area and our employment needs. Not later than one month prior to the date for the acceptance of applications for practicum or other training by any recruitment source, we shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

K. We will encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of our workforce.

L. Validate all test and other selection requirements where there is an obligation to do so under 41 CFP Part 60-3.

M. Conduct at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to prepare for, through appropriate training, etc. such opportunities.

N. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and our obligations under these specifications are being carried out.

O. Ensure that all facilities and Agency activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.

P. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

Q. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Agency EEO/AAP policies and affirmative action obligations.

8. **RECORDS**

This Agency will keep records to monitor all employment related activity to ensure that the Agency's EEO/AAP policy is being carried out. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates and changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

9. **REPORTING OF COMPLAINTS**

If at any time anyone feels he or she has been discriminated against because of sex, race, religion, color, age, national origin, disabilities or Vietnam Era and Social Disabled Veteran status, they should report this matter to the Agency EEO/AAP Manager.

A. The EEO/AAP Manager will investigate all complaints of alleged discrimination made to the Agency in connection with its contractual obligations.

B. The EEO/AAP Manager will attempt to resolve such complaints, corrective actions to be taken and will then follow up on actions taken and their effect. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons.

C. Upon completion of each investigation, the EEO/AAP Manager will inform every complainant of all of his or her avenues of appeal. The addresses shown below are such avenues for appeals.

Veterans' Employment and Training Service U.S. Department of Labor - Employment Services 275 East Main Street 2nd Floor West - 2WD Frankfort, Kentucky 40621-2339 Phone: (502) 564-7062 Fax: (502) 564-1476	Kentucky Labor Cabinet 1047 U.S. Highway 127 South, Suite 4 Frankfort KY 40601 Phone: (502) 564-3070 Fax: (502) 564-5387
US Dept. of Labor OFCCP 510 West Broadway Street Suite 700 Louisville, KY 40202-2239 Phone: (502) 582-6275 Fax: (502) 582-6182	Office of Federal Contract Compliance Programs Employment Standards Administration 200 Constitution Ave., NW U.S. Department of Labor Washington, D.C. 20210

**WORKFORCE ANALYSIS FORM**

Name of Organization: Mountain Comprehensive Care Center

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	14	1	12														
Professionals	530	80	45			5	4			1							212
Superintendents										1	3						96432
Supervisors	36	5	30	1													
Foremen																	630
Technicians	13	12	1														
Protective Service	8	8															121
Para-																	88
Office/Clerical	442	38	402			2											
Skilled Craft																	3049
Service/Maintenan	32	20	12														
<b>Total:</b>	<b>1,095</b>	<b>744</b>	<b>982</b>	<b>1</b>		<b>7</b>	<b>4</b>			<b>2</b>	<b>3</b>						<b>2012</b>

Prepared by: Kathy Baldrige, Human Resources Director Date: 10 / 9 / 2018

(Name and Title)

Revised 2015-Dec-15



**AFFIDAVIT**

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

1. His/her name is Promod Bishnoi and he/she is the individual submitting the proposal or is the authorized representative of Mountain Comprehensive Care Center, 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.

Promod Bishnoi

Promod Bishnoi, President/CEO

STATE OF Kentucky

COUNTY OF Floyd

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

by Promod Bishnoi, President/CEO of Mountain Comprehensive Care Center on this the 10<sup>th</sup> day

of October, 2018.

My Commission expires: June 28, 2021

Kathy Soble Luedig  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:  

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

\*\*\*\*\*

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

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

Bidders

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

*Frank B. Bunker*  
Signature

Mountain Comprehensive Care Center  
Name of Business

**DIRECTOR, DIVISION OF CENTRAL PURCHASING  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran -owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: Mountain Comprehensive Care Center

Complete Address: 1060 Goodwin Drive Lexington, KY 40509  
Street City Zip

Contact Name: Jacqueline Long Title: Director of Housing and Grants

Telephone Number: 859-227-7755 Fax Number: 859-201-1110

Email address: jackie.long@mtcomp.org



**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # 32-2018**

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. There are no subcontracting opportunities under this proposal. We will strive to work with MBE, WBE, DBE or Veteran landlords. None are identified at this time.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Mountain Comprehensive Care Center  
 Company

10/12/2018  
 Date

*Jacqueline Long*  
 Company Representative

Director of Housing and Grants  
 Title



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # 32-2018**

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. There are no subcontracting opportunities under this proposal. We will strive to work with MBE, WBE, DBE or Veteran landlords. None are identified at this time.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Mountain Comprehensive Care Center  
 Company

10/12/2018  
 Date

*Jaqueline Long*  
 Company Representative

Director of Housing and Grants  
 Title





**MWDBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # 32-2018

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

<b>Company Name</b> Mountain Comprehensive Care Center	<b>Contact Person</b> Jacqueline Long
<b>Address/Phone/Email</b> 1060 Goodwin Drive, Lexington, KY 40505 859-227-7755 jackie.long@mtcomp.org	<b>Bid Package / Bid Date</b> 10/12/2018

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
There are no subcontracting opportunities under this proposal. We will strive to work with MBE, WBE, DBE or Veteran landlords. None are identified at this time.								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Mountain Comprehensive Care Center  
 Company  
 10/12/2018  
 Date

*Jacqueline Long*  
 Company Representative  
 Director of Housing and Grants  
 Title



**LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT**

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote # 32-2018**

**Total Contract Amount Awarded to Prime Contractor for this Project 150,000**

<b>Project Name/ Contract #</b> MCCC High Utilizer Housing First	<b>Work Period/ From:</b> 12/1/2018	<b>To:</b> 11/30/2021
<b>Company Name:</b> Mountain Comprehensive Care Center	<b>Address:</b> 1060 Goodwin Dr., Lexington, KY 40505	
<b>Federal Tax ID:</b> 61-0663787	<b>Contact Person:</b> Jacqueline Long	

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
There are no subcontracting opportunities under this proposal. We will strive to work with MBE, WBE, DBE or Veteran landlords. None are identified at this time.							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**Mountain Comprehensive Care Center**  
Company

**10/12/2018**  
Date

*Jacqueline Long*  
Company Representative

**Director of Housing and Grants**  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote # 32-2018**

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By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work

items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

\_\_\_\_\_ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**NOTE:** Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.


The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Mountain Comprehensive Care Center

Company

10/12/2018

Date

  
\_\_\_\_\_  
Company Representative

Director of Housing and Grants

Title

## RE: MWDBE and Veteran Owned Small Business

Sherita Miller <[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)>

Wed 10/10/2018 1:40 PM

To: Long, Jacqueline <[Jackie.Long@mtcomp.org](mailto:Jackie.Long@mtcomp.org)>

 1 attachment

LFUCG Certified List\_ September 2018.xlsx;

Good morning Jacqueline,

Attached is the certified list of minority, women and veteran owned businesses.

Thanks, Sherita

Sherita Miller  
Minority Business Enterprise Liaison  
Central Purchasing

859.258.3323 office  
[lexingtonky.gov](http://lexingtonky.gov)

-----Original Message-----

From: Long, Jacqueline <[Jackie.Long@mtcomp.org](mailto:Jackie.Long@mtcomp.org)>  
Sent: Tuesday, October 9, 2018 3:58 PM  
To: Sherita Miller <[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)>  
Subject: MWDBE and Veteran Owned Small Business

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Hi Sherita!

We spoke on the phone the other day about a list of of MWDBE and Veteran Owned Small business in Lexington. I didn't receive the list via email. If you could forward that to me, I would really appreciate it.

Thank you!

Jackie Long

Jacqueline S. Long  
Director of Housing and Grants  
Mountain Comprehensive Care Center  
104 South Front Avenue  
Prestonsburg, KY 41653  
859-227-7755(mobile)  
jackie.long@mtcomp.org <mailto:jackie.long@mtcomp.org>  
Housing@mtcomp.org  
www.mtcomp.org <<http://www.mtcomp.org>>

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## Mountain Comprehensive Care Center

104 South Front Avenue  
Prestonsburg, KY 41653  
(606) 886-8572  
Fax (606) 886-4433

October 11, 2018

Lilli Allen  
AGrade Construction, Inc.  
2509 Lenlake Court  
Lexingotn, KY  
40513

RE: Landlords

Dear Ms. Allen:

Mountain Comprehensive Care Center is seeking landlords who would be willing to work with a Housing First program. Housing First is a model by which persons of vulnerable populations are placed in housing and given rental assistance plus appropriate services so they can maintain the housing. If you own rental property and would be willing to work with us on this program, or would like more information, please contact me at 859-227-7755 or at [housing@mtccomp.org](mailto:housing@mtccomp.org). Thank you in advance for helping the most vulnerable residents of our city.

Sincerely,

Jacqueline S. Long  
Director of Housing and Grants



## Mountain Comprehensive Care Center

104 South Front Avenue  
Prestonsburg, KY 41653  
(606) 888-8572  
Fax (606) 888-4433

October 11, 2018

Bishop Carter  
Elaine Allen, LLC  
1720 Sandhurst Cove  
Lexington, KY 40509

RE: Landlords

Dear Mr. Carter:

Mountain Comprehensive Care Center is seeking landlords who would be willing to work with a Housing First program. Housing First is a model by which persons of vulnerable populations are placed in housing and given rental assistance plus appropriate services so they can maintain the housing. If you own rental property and would be willing to work with us on this program, or would like more information, please contact me at 859-227-7755 or at [Housing@mcomp.org](mailto:Housing@mcomp.org). Thank you in advance for helping the most vulnerable residents of our city.

Sincerely,

Jacqueline S. Long  
Director of Housing and Grants





## Mountain Comprehensive Care Center

104 South Front Avenue  
Prestonsburg, KY 41653  
(800) 888-8572  
Fax (800) 888-4433

October 11, 2018

Kunte Hayes  
K. Hayes Limited  
431 South Broadway, Suite 332  
Lexington, KY 40508

RE: Landlords

Dear Mr. Hayes:

Mountain Comprehensive Care Center is seeking landlords who would be willing to work with a Housing First program. Housing First is a model by which persons of vulnerable populations are placed in housing and given rental assistance plus appropriate services so they can maintain the housing. If you own rental property and would be willing to work with us on this program, or would like more information, please contact me at 859-227-7755 or at [Housing@mtcomp.org](mailto:Housing@mtcomp.org). Thank you in advance for helping the most vulnerable residents of our city.

Sincerely,

Jacqueline S. Long  
Director of Housing and Grants



## Mountain Comprehensive Care Center

104 South Front Avenue  
Prestonsburg, KY 41653  
(606) 886-8572  
Fax (606) 886-4433

October 11, 2018

Cindy England  
Somethin' Bloomin'  
416 West Maxwell  
Lexington, KY 40508

RE: Landlords

Dear Ms. England:

Mountain Comprehensive Care Center is seeking landlords who would be willing to work with a Housing First program. Housing First is a model by which persons of vulnerable populations are placed in housing and given rental assistance plus appropriate services so they can maintain the housing. If you own rental property and would be willing to work with us on this program, or would like more information, please contact me at 859-227-7755 or at [Housing@mtcomp.org](mailto:Housing@mtcomp.org). Thank you in advance for helping the most vulnerable residents of our city.

Sincerely,

Jacqueline S. Long  
Director of Housing and Grants

## GENERAL PROVISIONS

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

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

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

bribe an officer or employee of the LFUCG.

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

**A. Termination for Cause**

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

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

#### B. At Will Termination

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

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

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

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

Signature

Pranav Bishnoi COO

Date

10/10/2018