

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement"), made and entered into on the *April 26* 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, **BLUEGRASS CARE NAVIGATORS, d/b/a Bluegrass Transitional Care** with offices located at 2312 Alexandria Drive, Lexington, Kentucky 40504 (hereinafter "Organization").

RECITALS

WHEREAS, the Government and Sponsor desires to implement a program to provide medical respite for the Lexington homeless population transitioning them from the hospital when they are too medical frail to recover in a shelter or on the street;

WHEREAS, the Government and Sponsor solicited Requests for Proposals from public organizations and private non-profit organizations to provide this service through RFP 51-2017 Medical Respite;

WHEREAS, the Organization submitted a proposal which was deemed by the Government and the Sponsor to be the best and most responsive proposal to implement the Medical Respite 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 July 1, 2018, and continuing for a period of twelve (12) months. 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 #51-2017, consisting of 39 pages;
 - (b) Exhibit "B" – Organization's Formal Proposal to RFP #51-2017, consisting of 49 pages.

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 #51-2017 (Exhibit "A"), and Organization's Formal Proposal (Exhibit "B").

3. Government shall pay Organization the sum of **Eighty-Two Thousand, Five Hundred and Ninety-One dollars (\$82,591.00)** for the services required by this Agreement, said services being more particularly described in pages 2 through 24 of Exhibit B attached, with one-fourth (1/4th) payable at the time of execution of this Agreement and one-fourth (1/4th) 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 October, January, and April during the term of the Agreement. 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. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the

executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

7. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in the Exhibits attached hereto.
8. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.
9. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. 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:

Bluegrass Care Navigators d/b/a Bluegrass Transitional Care
2312 Alexandria Drive
Lexington, KY 40504

Attn: Susan Swinford, Project Lead

For Government: Lexington-Fayette Urban County Government


101 East Vine Street
Lexington, Kentucky 40507

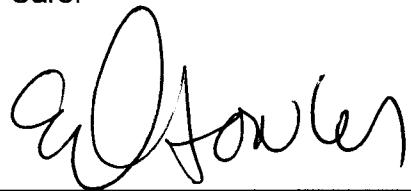
Attn: Polly Ruddick, Director
Office of Homelessness
Prevention & Intervention

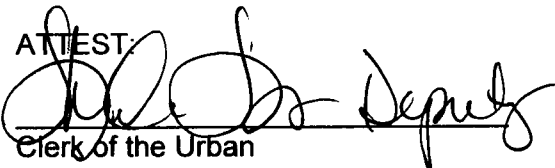
IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Bluegrass Care Navigators, d/b/a Bluegrass
Transitional Care.

BY: 
Jim Gray, Mayor

BY: 
Title: Elizabeth D. Fowler, President and CEO

ATTEST:

Clerk of the Urban
County Council



Lexington-Fayette Urban County Government Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #XX-XXXX XXXXXXXXXXXXXXXXXXXXXXXXXX** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **January 15, 2018**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #XX-XXXX XXXXXXXXXXXXXXXXXXXXXXXXXX

If mailed, the envelope must be addressed to:

Todd Slatin - Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

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

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



The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and six (6) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

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



Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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



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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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



LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA:

1. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required.



2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.
3. Character, integrity, reputation, judgment, experience and efficiency of the person or firm.
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
5. Familiarity with the details of the project.
6. Degree of local employment to be provided by the person or firm.
7. Estimated cost of services

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

Questions shall be addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov



Affirmative Action Plan

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

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

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

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

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



AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, 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.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2017.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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



Signature _____

Name of Business _____

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____
(Name and Title)

Date: ____/____/____

Revised 2015-Dec-15





LEXINGTON

**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 goal for the utilization of Disadvantaged Business Enterprises 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, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov



Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.



C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.



- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
- a. 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 to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
 - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
 - j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.



- k. Selected portions of the work to be performed by MWDBE firms 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms 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.
- m. Included documentation of quotations received from interested MWDBE firms 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.
- n. 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.





LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged



In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	859-257-7668
	Shirie Mack	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428





LEXINGTON

LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # _____

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
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.

Company

Company Representative

Date

Title





LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference # _____

The substituted MWDBE 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.					
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.

Company

Company Representative

Date

Title





LEXINGTON

MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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

(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.

Company

Company Representative

Date

Title





LEXINGTON

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. In order to measure that goal LFUCG will track spending with MWDBE vendors 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 # _____
Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

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

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.

Company

Company Representative

Date

Title



LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # _____

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 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 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 of subcontracting opportunities.
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms.
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.
- _____ Provided the interested MWDBE firm 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 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



participation, even when the prime contractor may otherwise perform these work items with its own workforce.

- _____ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms 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 MWDBE firms 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 participation.

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. Documentation of Good Faith Efforts are to 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.

Company

Company Representative

Date

Title



GENERAL PROVISIONS

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

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

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



brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. **Ambiguity, Conflict or other Errors in RFP:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. **Agreement to 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

- (1) 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. 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.
20. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date



Firm Submitting Proposal: _____

Complete Address: _____
 Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____





LEXINGTON

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

Purpose

The Innovation and Sustainable Solutions to Homelessness Fund provides financial support to new 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 proposals for funding needed to support operations and services of a medical respite care program serving people experiencing homelessness.

Instructions

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

Proposal Deadline – 2 P.M. ON MONDAY, JANUARY 16, 2018

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



1.0 GENERAL INFORMATION AND SCOPE

1.1 Background

The 2013 Lexington-Fayette Urban County Government Report of the Mayor's Commission on Homelessness identified among its many recommendations, a significant gap in services for people in need of medical respite care. Medical respite care is the term for care provided to those experiencing homelessness who would otherwise be discharged home, don't meet the criteria for a skilled nursing facility and are still experiencing care needs that a homeless shelter is unable to meet.

The need for this program results from the situations wherein persons are discharged from hospitals without an adequate place for proper care, rest and healing. Without such a place, many of these persons find themselves back in the hospital or emergency room with the same or even exacerbated medical problems because of their inability to have a place to rest, recuperate and heal. Results which are avoidable through the establishment of a respite care program lowering costs to medical facilities and the community.

Local hospitals often keep consenting patients well past discharge dates, while attempting to identify services and resources for a safe discharge all to find an inadequate supply of housing and support services to meet the demand. Effective discharge planning can contribute significantly to preventing homelessness. As part of a larger continuum of care, this process can help people reach goals of stable housing, recovery, and increased quality of life in the community.

Preventing avoidable re-hospitalizations has the potential to profoundly improve both the quality-of-life for patients and the financial well-being of healthcare systems. There is national recognition of the importance of this issue. The Affordable Health Care Act is penalizing hospitals if their readmission rates are too high. Many communities are now providing "medical respite" shelters which are short-term care that allows homeless individuals the opportunity to rest in a safe environment while accessing medical care and other supportive services. There is a growing body of evidence that a collaborative approach with local hospitals can reduce costs and increase positive outcomes.

The OHPI has worked with local partners - hospitals, shelters, faith based groups, advocacy groups, volunteers and people experiencing homelessness - to explore the need for respite care and the feasibility of operating a program or facility in Lexington.

This document focuses on the implementation of the following recommendation by the Commission to develop a Medical Respite program for homeless persons:

"We recommend that the Office (of Homelessness), in collaboration with appropriate partners, work with the local hospitals and homeless providers to



develop a Respite Care facility to provide acute and post-acute medical care for homeless persons who are too ill or frail to recover from a physical illness or injury on the streets, but who are not ill enough to be in a hospital.”¹

The respite care program envisioned will include but is not limited to the following parameters:

1. Provide a short term specialized program focused on homeless persons not otherwise eligible for a skilled nursing facility who have a medical injury/illness and may also have mental illness or substance abuse issues;
2. Provide short term comprehensive residential care that allows participants the opportunity to rest while being able to access hospitality, medical and supportive services that assist in their recuperation;
3. Ensure transition to appropriate housing with every effort made to access long term housing and/or care to avoid returns to homelessness;
4. Length of stay determined by medical need and progress on an individual treatment level;
5. Provide whole person care through collaboration with other local providers who offer a variety of services to participants during their stay and to also provide continuity of care when the participant moves into the community;
6. Provide a bridge that closes the discharge gap between medical services currently provided in hospitals/emergency rooms and homeless shelters that do not have the capacity to provide the needed respite care;
7. Provide low cost, high quality and innovative care which results in emergency room diversion, additional hospital discharge options and cost avoidance for hospitals and communities;
8. Operate sustainably using a revenue model such as fee for service and/or billable services and not just on grant funding; and
9. Be an integral component of the continuum of care for homeless services in Lexington.

¹ Report of the Mayor’s Commission on Homelessness. Recommendation VII. g.2.a. Lexington, 2013. Page 56.



2.0 GENERAL PROVISIONS

2.1 Purpose

The LFUCG is accepting proposals from qualified non-profits for one-time homelessness prevention and intervention funding. This request for proposals is specifically to solicit proposals to operate a medical respite care program 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 project is one (1) year but proposals could reflect a longer timeline in order for full implementation and evaluation of the program. LFUCG intends to award only one organization for an amount to be agreed upon between the Urban County Government and the selected applicant.

2.3 Proposal Submission

In order to be considered, proposals must be received by the January 16, 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.

2.4 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.

2.5 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 Monday, January 16, 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 March 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 LFUCG staff and third-party reviewers selected by 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:
 - 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 Proposal and Design - Scope of Work (40 points)

Responses to the RFP at a minimum should:

- A. Describe, based on the needs assessment data, some common health concerns of people experiencing homelessness that could be addressed in the medical respite setting;
- B. Describe the potential partnerships and types of support services that will be offered as part of the medical respite program. Supportive services can be offered by the proposer if not duplicated in the community. These services include benefit acquisition, transportation, and housing placement;
- C. Describe in general location and capacity of program;
- D. Describe the process to establish a primary care provider relationship and a health home;
- E. Describe any specialty referral partnerships proposer has in order to meet an array of complex health care needs including pro bono partnerships;



- F. Describe how the participant will be referred;
 - a. Will a hospital referral be required for entry into the program?
 - b. Will a clinical assessment/screening be required prior to the patient entering the respite program?
 - c. How will patients be screened prior to arriving at respite?
 - d. Which staff (employed by) will be responsible for screening homeless patients for eligibility?
 - e. How will hospitals and other service providers contact the respite program?

- G. Briefly describe the admissions process;
 - a. How will the respite program prioritize eligible patients when space is limited?
 - b. What admission criteria will be used when determining eligibility?
 - c. How will discrepancies between hospital assessments & provider assessments be resolved?

- H. Briefly describe the policies and procedures of the medical respite program in reference to;
 - a. How will safety be enforced?
 - b. Will patients be allowed to leave during their stay?
 - c. How will the program address substance use?
 - d. Will harm reduction policies be put in place?
 - e. Will participants be able to have friends/family stay with them?

- I. Describe the discharge planning process;
 - a. What staff will be responsible for creating discharge plans?
 - b. What steps will be taken to ensure future medical follow-up and care?
 - c. What partners with the respite program utilize to assist in discharge plans?

- J. Describe the follow-up process;
 - a. How will staff maintain contact with former patients if necessary to determine outcomes?

- K. Describe the marketing efforts after the respite program has been established. Marketing tactics should aim to maintain and secure additional funding sources, obtain referrals, continue public support, and update the community as well as key stakeholders on the program's overall progress.



5.2 Experience and Qualifications, Organizational Capacity (10 points)

Responses to the RFP at a minimum should:

- A. Describe the responding organization's mission and how that aligns with the medical respite care program goals;
- B. Provide a general description of the organization's experience in areas of homelessness, housing and health care, including developing and/or implementing plans for programs in these areas;
- C. Provide specific examples of relevant programs completed including a description and resulting deliverables;
- D. Provide specific examples of existing partnerships and collaborations that will be leveraged to sustain a medical respite program and how;
- E. Identify the team members or positions (if vacant or undetermined) that will work directly on the program and attach relevant resumes, CV, and/or position descriptions; and
- F. Identify a team leader to serve as liaison with the OHPI as well as any other employees or contractors expected to support the project.

5.3 Timeline (10 points)

Assume a start date of July 1, 2018 and provide a timeline of activities.

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.



5.4 Program Sustainability, Cost and Overall Program Budget (20 points)

Responses to the RFP at a minimum should:

- A. 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, proposers 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.
- B. General line item budget of total annual program expenses;
- C. Highlight costs are expected to be paid by the OHPI;
- D. Description average cost per client;
- E. Description of any other proposed expenses;
- F. 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);
 - a. *Personnel* – Identify each position allocated to the grant, role in the project and percentage of FTE allocated.
 - b. *Fringe Benefits* – Include the organization’s fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.
 - c. *Equipment* – Describe any equipment needed for the project. Clearly identify one-time expenses versus ongoing expenses.
 - d. *Travel* – Include anticipated amount of travel and mileage reimbursement rate. If out-of-area travel is proposed, identify its purpose and relevance to the project.
 - e. *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.
 - f. *Operating Expenses* – Break down costs associated with supplies, office space, contracts for supportive services, HMIS expenses, and any other expense associated directly with the operation of the project. For each item identify the category, such as “HMIS License,” and a brief justification of the amount requested.



- g. *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 revenues and expenses.

5.5 Program Outcomes and Performance Measures (20 points)

Responses to the RFP at a minimum should:

- A. Describe data elements that will be collected;
- B. Describe collection methods (i.e. HMIS and electronic medical system);
- C. Describe outcome data elements and tracking mechanisms that include but are not limited to:
 - a. Average cost per client and community savings;
 - b. Average length of stay;
 - c. Housing Status at Discharge;
 - d. Supportive Services Offered/Excepted/Outcome;
 - e. Hospital readmissions; and
- D. Describe any other measures and methodology that will be used to evaluate clinical and program outcomes.



EXHIBIT B



Expert. Connected. Care.



Expert. Connected. Care.

Applicant: Bluegrass Care Navigators, d/b/a Bluegrass Transitional Care

Lead Applicant: Elizabeth D. Fowler, President and CEO

Susan Swinford, VP of Administration, Project Lead

Contact: 2312 Alexandria Drive, Lexington, KY 40504

(859) 276-5344 susans@bgcarenav.org

Project: Bluegrass Transitional Care for Medical Respite

Bluegrass Transitional Care (BTC), originally KY Appalachian Transition Services, proposes to provide medical respite care for the Lexington homeless population transitioning them from the hospital when they are too ill, injured or frail to recover in a shelter or on the street. BTC is a case management entity, developed in 2011 to offer evidenced-based models of nurse transitions for patients at hospital discharge that are at risk of readmitting to the hospital within 30-days of discharge. BTC proposes to utilize the nationally recognized hotel/motel respite care model and has successfully utilized this model with University of Kentucky HealthCare homeless patients in 2017. Patients that are enrolled in the medical respite transition intervention are identified by hospital case managers and medical staff. The BTC intervention begins during the hospitalization with the hospital-based coach working closely with the medical staff and case managers to prepare for discharge and transition to the hotel/motel for medical respite. The BTC home nurse coach transitions the patient into the hotel on the day of discharge and follows throughout the intervention and medical respite stay.

5.1 Program Proposal and Design: Scope of Work

The Problem of Homelessness at Hospital Discharge

When most patients transition from the hospital to home they are often in poor health, recovering from an illness or injury, and generally have a new diagnosis that will require self-management or assistance from a caregiver or family member. After leaving the hospital it is the patient's responsibility to adhere to their discharge instructions, obtain their medications, make follow-up and attend physician and therapy appointments, and accurately tell new physician consultants about their medical conditions and treatments.

For people experiencing homelessness, transitioning from the hospital to the community has numerous obstacles that often lead emergency department utilization and hospital readmissions, both high-cost options for health care. Homeless patients that are transitioning to a shelter or the street, find adhering to discharge instructions and obtaining adequate rest for recuperation is nearly impossible if shelters are closed during the day and there are restrictions in lying down in public spaces, in addition to limited access to restrooms. It is not unusual for medications to be lost or stolen following discharge, leading to non-compliance is a risk for hospital readmission. According to the National Health Care for the Homeless Council, in a study on transitions for homeless patients, 59% reported no post-discharge transportation plans, and a number of the participants were concerned for their safety when discharged after dark and had to find a safe place to rest or go to a shelter. (Greyson, R., Allen, R, Lucas, G. I., Wang, E, Rosenthal, M. S. (2012). Understanding transitions in care from hospital to homeless shelter: a mixed-methods, community-based participatory approach. *Journal of General Internal Medicine*.)

Low health literacy and poor cognitive functioning are leading factors in putting people at risk for 30-day hospital readmission and high emergency department utilization. This is prevalent among low socioeconomic groups, which often includes the homeless. Patients with low health literacy have difficulty reading and understanding their discharge instructions, including medication and diet regimens that leads to poor health outcomes. The ability to communicate their hospital course to follow-up physicians and other providers is especially challenging for patients with low health literacy. Finally, living with homelessness causes and worsens poor health. The homeless are at high risk for chronic, uncontrolled medical conditions such as asthma (4-6 times higher), cardiovascular diseases (2-4 times higher), and diabetes (up to 2 times higher) than are people with consistent housing. (Bonin E, Brehove T, Kline S, Misgen M, Post P, Strehlow AJ, Yungman J. *Adapting Your Practice: General Recommendations for the Care of Homeless Patients*. Nashville: Health Care for the Homeless Clinicians Network, National Health Care for the Homeless Council, 2004) Multiple health conditions, such as tuberculosis, substance abuse, HIV and mental illness, are difficult to manage with patients who don't have housing, especially following a hospitalization. Poor diet, exposure to weather, lack of insurance, no physician follow-up, along with the stressors of being homeless all contribute to poor discharge outcomes. It is not surprising that homeless patients discharging from an acute hospitalization frequently end up in the emergency department and readmitting to the hospital frequently. Providing medical respite accommodations after hospital discharge for patients too fragile to return to the street or shelter will provide the environment to safely recuperate from the hospitalization. Medical respite will prevent readmissions, emergency department utilization and

improve health care outcomes through evidenced-based nurse transition interventions and dependable respite housing. Additionally, reducing health care costs.

Bluegrass Transitional Care

Bluegrass Transitional Care (BTC), originally KY Appalachian Transition Services, is a case management program developed in 2011 that contracts with payers and entities to transition at-risk frail patients to prevent avoidable hospital readmissions and emergency department utilization after discharging home or to a nursing facility. In February 2013, BTC was one of 100 community-based organizations that was awarded the Centers for Medicare and Medicaid, Center for Innovations' Community Based Care Transitions Demonstration Project. The goal of the demonstration was to test evidenced-based model of care transitions for persons at-risk of 30-day readmission. Each awardee had to partner with the highest readmission hospitals in the state, BTC worked with four Appalachian Regional Health Care acute hospitals in Eastern KY. The 5-year demonstration ended in March 2017 and BTC was one of sixteen high performers to finish the demonstration.

Transitions of care are a range of time limited services that are designed to ensure that patients and caregivers can understand and utilize health care information, ensure health care continuity and avoid preventable poor outcomes as they move from one level of care to another, among multiple providers across settings. Medication reconciliation, medication education, ensuring physician follow-up, assessment, resource referral, coaching regarding their medical conditions are all components of the transition intervention. BTC uses two transition models, the Dr. Mary Naylor Transitional Care Model (TCM), through the University of Pennsylvania's Ralston

PENN Center that has been tested and refined for over 20 years. The model has proven to prevent avoidable hospital readmissions and emergency department visits. The intervention begins in the hospital, with the hospital-based nurse coach enrolling, orienting, assessing and preparing the patient for discharge. The TCM is a six-week intervention with five home visits, one a week for four weeks, telephonic in week five and a discharge home visit in week six. BTC also uses Dr. Eric Coleman's Care Transition Intervention (CTI), which is similar to TCM, but shorter in duration, three home visits over thirty days. For the medical respite program, BTC will solely utilize the Naylor TCM intervention.

The hospital-based coach hands off the patient to a home coach at discharge, a visit is made within 24-hours of discharge and the home intervention is initiated. The hospital nurse/coach utilize the following clinical instruments to assess areas that could lead to readmission:

Short Portable Mental Status Questionnaire: measures intellectual function by assessing response to ten items

Geriatric Depression Scale: validity was established by correlation with both diagnostic clinical ratings and other self-report measures of depression

Instrumental Activities of Daily Living: Lawton's IADL is used to measure ability to perform money, medication management, shopping and household chores

KATZ Activities of Daily Living: measures ability to conduct self-care

Overall Quality of Life: high correlation has been demonstrated between perceived and actual quality of life and outcomes

Subjective Health Rating: high significant correlations have been reported between self-reports and physician ratings of health status

Symptom Bother Scale: positively associated with difficulty with activities of daily living and depression, and negatively associated with subjective health

Rapid Estimate of Adult Literacy in Medicine SF: tests the degree to which individuals have the capacity to obtain, process, and understand basic health information and services needed to make appropriate health decisions

Generalized Anxiety Scale-7: screening tool to measure the severity of generalized anxiety disorder

Proposed Medical Respite Program

BTC proposes to utilize motel/hotel rooms for homeless respite care, which has been successfully implemented in many cities in the nation. This model is relatively low cost, easy to implement, requires no licensure or other regulatory conditions, would allow families to stay together and is effective in protecting the patient from infections from other patients.

UK HealthCare estimates that there will be approximately five (5) homeless patients monthly that are eligible for medical respite. It is estimated that an additional twelve (12) patients annually from Baptist Health Lexington and Saint Joseph Hospital combined will be eligible for the medical respite program. The total patients eligible in the twelve-month period is seventy-two (72). Currently, BTC utilized the Bluegrass Extended Stay Hotel, Richmond Road, for homeless medical respite. Each room has a kitchenette with a full-size refrigerator, microwave and coffeemakers. There is an attendant at the front desk 24-hours a day, laundry facilities, handicapped accessible rooms, free coffee/tea and a light breakfast. UK HealthCare homeless patients that BTC has placed in the hotel for medical respite have been pleased with the accommodations. The hotel is secure through the 24-hour front desk, individual room locks and

routine hotel security. BTC has an on-call program 24 hours a day, 7 days a week for the patient to contact with questions and emergencies.

Process

Referral Process: BTC will target homeless patients at University of Kentucky Health Care, Baptist Health Lexington and Saint Joseph Hospitals. Hospital-based coach/nurses, 3 total, at UK will work closely with UK case managers and social workers to identify eligible patients for the medical respite intervention. The hospital coaches are on-site Monday-Friday identifying and enrolling patients into the transition intervention and begin the program. As part of the admission process, the patient signs a BTC Consent Form and for the medical respite intervention and addition Consent/Agreement Form will be developed that outlines expectations. The coach will visit the patient daily and begin planning for discharge and transition to the motel, working closely with UK case managers, medical staff and social workers. The hospital coach contacts the BTC office staff designated to arrange for the hotel medical respite, who begins the outpatient plans for discharge, working with the hotel and other community programs. The BTC designated office staff is medical respite motel manager. BTC is fully integrated into the UK HealthCare electronic health record system and internally utilizes an electronic health record that is web based, ContinuLink, that all hospital and home coaches access via laptops and chart in real time. The UK HealthCare medical record is also loaded into the BTC system to ensure the home coach is knowledgeable on the hospital stay, specifically the physician's discharge summary instructions.

For patients that will be discharged from Baptist Health Lexington and Saint Joseph Hospital, the BTC staff will work closely with case management, medical staff and social workers to identify eligible patients. The UK hospital coaches will go to the hospitals and enroll the patients in the program and begin the discharge planning process with the designated office staff coordinating the hotel stay and discharge.

Eligibility: Patients must be ambulatory and able to care for themselves (with assistance), including taking their medications appropriately with guidance. Patients should not be actively using alcohol or illegal substances, although a social worker is available for counseling and referral to community resources. Families are eligible to stay in the hotel with the patient during the medical respite for recuperation. Friends may be eligible to stay with the patient on a case-by-case basis. With the motel medical respite model there is not a limit on the number of patients that can access the service at the same time.

BTC utilizes the Naylor TCM Risk Assessment Tool to determine the patient's risk factors for readmitting to the hospital within 30-days of discharge. Risk factors include: Age 80 or older, moderate to severe functional deficits, history of mental/emotional illness, 4 or more co-existing health conditions, 6 or more prescribed medications, 2 or more hospitalizations within past 6 months, hospitalization in past 30 days, inadequate support system, "poor" self-rating of health, and documented history of non-adherence to therapeutic regimen. The hospital-based coach conducts the risk assessment prior to discharge and documents the score in the medical record and BTC electronic medical record. The risk factors are part of the comprehensive assessment and assist in the development of a plan for service.

UK HealthCare utilizes the LACE Risk Assessment Tool as well to identify patients at high risk of readmitting to the hospital following discharge. LACE is the acronym for Length of Stay, Acute Admission, Co-morbidity, and Emergency Room visits during the previous 6 months. The LACE Tool has a score from 1-19 and patients scoring ≥ 11 are at high risk for readmission. BTC hospital-based coaches receive a list of the LACE highest risk patients daily for enrollment and there are generally at least one (1) homeless patient identified. The daily LACE report will also be utilized to identify patients for the medical respite intervention.

Hospital Discharge: The hospital case managers are responsible to arrange transportation to the hotel; however, this proposal includes funds to pay for cab vouchers for transportation to the hotel and follow-up appointments. The patient will receive their filled medications prior to discharge from the hospital through the hospital's "meds to bed" program. The designated BTC office staff representative will meet the patient at the hotel on the day of discharge to stock the hotel refrigerator with food staples (BTC utilizes Bluegrass Moveable Feast for daily meals). The office representative also gives the patient a document that details expectations during the respite and orients them to the hotel and how meals will be handled.

The nurse/home coach visits the patient within 24-hours of hospital discharge at the hotel. The nurse assesses the effects of the transition from the hospital on the overall status of the patient. The nurse/home coach ensures that the patient understands and has access to all prescribed post-discharge medications and therapies and reviews their hospital discharge instructions with the patient. A comprehensive medication reconciliation is conducted and all discrepancies are

reported immediately to the hospital discharging physician. The nurse/coach ensures that the physician follow-up appointment is scheduled within seven (7) days of discharge, arranges transportation through Wheels or a volunteer, obtains any needed medical equipment or supplies and arranges for any other needed community or medical service. When and if a patient doesn't have a primary care provider, the nurse/coach is responsible for referring them to a practice and following through to ensure an appointment is scheduled. If the patient has a skilled nursing intermittent need, the nurse/coach refers the patient to home health, if that was not done prior to discharge and obtains a physician order. It is anticipated that seventy-five percent (75%) of the patients utilizing medical respite will require a visit by the BTC social worker to arrange for additional community services and begin the permanent housing process when applicable. BTC has processes in place to report to the referring hospital case management and medical staff what they observed and all concerns found during the first home visit within 24 hours. This can include medication errors, no discharge instructions, patient doesn't understand treatment plan, no follow-up appointment scheduled, etc. This not only ensures continuity of care, but provides the hospital with a "look into first day in hotel" and an evaluation of their discharge process.

The nurse/coach visits the patient as needed in the hotel, although at least weekly for the first four (4) weeks, telephonically in the fifth week, and in-person visit for the six and final week. It is expected that the average length of stay in the hotel will be seven (7) days, based on historical experience. When the patient discharges to a shelter or permanent housing the nurse/coach completes the intervention in those locations. For each visit, the goal is to encourage the patient's coping and well-being by focusing on: managing risk factors to prevent decline; managing problem behaviors; assessing and managing physical symptoms; preventing functional decline;

managing depression; promoting adherence to therapies; assuring proper medical management; validating knowledge of the medical condition.

Hospital 30-day Readmissions

BTC uses an evidenced-based Root Cause Analysis Tool (RCA) for all 30-day hospital readmissions. The hospital nurse/coach completes the RCA with the patient during the readmission and works with the patient to prepare for discharge and communicates regularly with the home nurse/coach. The RCA assists in determining if the readmission could have been avoided and includes medical admission information and the following questions: 1. When you left the hospital the first time, did you feel ready to leave or that you left too early? 2. When did you start to feel poorly again? What did you do when you felt poorly? 3. When you left the hospital, were you able to get the medications you were prescribed? 4. We know that many people don't take their meds every day. What problems have you had taking your medications? 5. Did you see your doctor/NP/PCP for follow-up since your hospital discharge? If no, why not? 6. When you need help, who do you ask? 7. Why do you think you ended up in the hospital again so soon? 8. Is there anything we could have done better, either when you were in the hospital the last time or after you left, that might have prevented you from coming back to the hospital? The BTC medical director reviews the medical information and RCA to determine if the readmission was avoidable. The RCA is sent immediately to case managers in the hospital. Approximately 95% of all readmissions in the BTC program are unavoidable.

Medical Respite & BTC Intervention Discharge

During the entire medical respite and transitional care intervention, the nurse/coach and social worker will be working with the patient on a plan for discharge. Working in collaboration with community agencies to prepare the patient to return to the community is vital to the success of the intervention. Agencies that BTC will coordinate care and services with are, but not limited to, Wheels, homeless shelters, LFUCG Office of Homelessness Prevention and Intervention, Moveable Feast, Lexington Rescue Mission, AIDS Volunteers, Adult and Tenant Services LFUCG, Catholic Action Center, LFUCG Housing Authority, KY Prescription Assistance Program, and home health agencies. BTC is fully integrated into the UK HealthCare system and its physician practices and works closely in transitions with all physician practices and provider groups in Lexington. Through its many lines of service, BCN has close collaborations with Baptist Health Lexington and Saint Joseph Hospital.

The BTC intervention will continue after the patient leaves the medical respite hotel and transition the patient to a shelter or permanent housing, for a maximum of six (6) weeks post hospital discharge. This will provide an opportunity to ensure the patient attend follow-up appointments and treatments. At six (6) weeks, arrangements will be in place for follow-up medical care and treatments. The patient will receive a written discharge instructions that reinforces goals attained, strategies developed, and emergency plan to manage their illness. BTC nurse/coaches use teaching sheets that include specific diagnosis “Red Flags” that help the patient manage their conditions and recognize warning signs and plans to address symptoms. The primary care provider physician also receives a Discharge Summary of services provided.

Marketing Medical Respite

BTC has a well-established process to secure referrals from Lexington hospitals, physicians, case managers and social workers that currently includes medical respite in hotels for UK HealthCare patients discharging that are too fragile to return to shelters, through the July 2017 LFUCG Extended Social Resource Grant. The same processes will be used with Baptist Health Lexington and St. Joseph Hospital case managers, medical staff and social workers. Bluegrass Care Navigators has an extensive marketing department that includes two (2) Lexington dedicated Provider Liaisons that will include the medical respite program as well as all lines of service.

BTC provides monthly reports to its partner hospitals on the outcomes of the transition program, that includes homeless medical respite. A regular report will be provided to the Office of Homelessness Prevention and Intervention as well as the homeless coalition. BTC has experience in keeping the community and key stakeholders informed of program outcomes and new initiatives in various venues that includes social media. Further discussion of securing additional funding is in 5.5 Program Sustainability Section.

5.2 Experience and Qualifications, Organizational Capacity

Bluegrass Care Navigator's (BCN) mission is to provide patient-centered care to seriously ill and their families with excellence and compassion and engaging community partnerships and the Bluegrass Transitional Care innovative transition service's mission is to improve patient satisfaction, improve health outcomes and reduce health care costs. The organization's missions align with the goals of Innovation and Sustainable Solutions to Homelessness Fund to provide medical respite for persons experiencing homelessness that are discharged from local hospitals

and need a place to rest and recuperate, which will lead to better health care outcomes, lower cost to medical facilities and lead to stable housing and improved quality of life in the community. Bluegrass Care Navigators, recognized as a leader, for nearly 40 years, in the hospice and palliative care arena, has provided expert, compassionate care to thousands of individuals and families. The organization's commitment to providing a full continuum of care is exhibited through innovative lines of services, such as Bluegrass Transitional Care, Bluegrass Extra Care Private Duty, CMS CMMI Medicare Care Choices Model, Primary Care and extensive services through Bluegrass Palliative Care. BCN operates a free-standing hospice facility in Hazard, Kentucky, a unit within Saint Joseph Hospital and will open a unit within Markey Cancer Center in the first quarter of 2018. Recently, BCN was successfully awarded a Certificate of Need for Bluegrass Adult Day Care in Franklin County and will be operational in April 2018.

BCN has the organizational infrastructure to expand its transition program and medical respite intervention, including Finance, Human Resources, IT, Quality Department and Marketing departments.

In 2016, BCN admitted 5,436 hospice patients, conducted 9,111 palliative care visits and admitted 5,280 transitional care cases, touching over 40,000 lives in central, northern and eastern Kentucky. BCN has 611 employees across its lines of service and 622 trained volunteers.

BCN began transitioning patients for UK HealthCare in February 2015, initially in hospital medicine, expanding cardiovascular, Good Samaritan Hospital, neurology, NICU NAS babies

and to emergency medicine in August 2016, which led to the Lexington homeless population. The UK HealthCare program to date November 2017 enrolled 995 patients of which 77 readmitted within 30-days (without ESRD patients) for a 7.7% readmission rate. Inclusion of the ESRD patients the average readmission rate is 14.4%, a very successful outcome.

In July 2017, BTC was awarded the Extended Social Resource Grant by the LFUCG to provide medical respite in hotels and other services for the homeless patients transitioning from UK HealthCare. BTC transitions patients discharging from UK HealthCare to local shelters and provides the transition intervention within the shelter. Following are examples of the homeless transitions and medical respite.

Patient 1: 49-year-old divorced male originally from the Northwest that is Bipolar and quit taking medications that led to him crossing the country and ending up in Lexington. His initial hospitalization via the emergency department for chest pain that required a CABG 4 valves and a length of stay at UK for 14-days. The patient was too fragile to return to the homeless shelter and was discharged to a hotel for recuperation, with the ultimate goal of assisting him to return to the Northwest when released by his cardiologist. The patient had multiple co-morbidities including Hypertension, Diabetes, Anxiety, Chronic Obstructive Pulmonary Disease, PVD both legs, Heart Disease, Manic Depression and recent suicide attempts. The patient did have a planned readmission for surgery to clean the wound site, 2-day length of stay. The patient was in the hotel for 5 weeks and then released from his cardiologists and assisted with travel back to the Northwest. During his hotel stay he received multiple services including 3 nursing visits and 2 social work visits.

Patient 2: 68-year-old divorced male that was admitted to UK for Pneumonia for a 5-day stay. The patient has multiple co-morbidities including Hypertension, history of alcohol abuse,

Chronic Obstructive Pulmonary Disease, tobacco abuse and oxygen dependent. The patient needed a new special portable oxygen concentrator that UK HealthCare agreed to purchase, which would take 4-5 days to arrive. Rather than remain in the hospital, BTC transitioned the patient to a hotel and had a temporary oxygen concentrator delivered. The patient remained in the hotel for 5 days and transitioned back to the homeless shelter. The nurse/coach transitioned the patient to the shelter and completed the intervention. The patient didn't have a hospital readmission.

Patient 3: 55-year-old male hospitalized for Bacterial Pneumonia, 18-day length of stay. The patient has multiple co-morbidities, including HIV, Cellulitis and Hep C. The patient was awaiting a placement at Solomon House and rather than stay in the hospital BTC transitioned him to a hotel. He was at the hotel for 5 days and then transitioned to Solomon House. He was seen by the nurse/coach 3 times and by the social worker 2 times over the 6-week transition. Provided the patient with clothing to wear to his mother's funeral, food and obtained Wheels. The patient didn't have a hospital readmission and had one emergency department visit for an ear ache.

BTC has existing partnerships with hospitals, physician practices, social services agencies, such as Moveable Feast that will be leveraged to ensure the medical respite program is successful and part of a continuum of care in the community.

Team Members Working in Medical Respite:

Susan Swinford, MSW, VP of Administration: Project Lead, CV attached

Kelly Adkins, Associate of Business Management, Administration Office, Hotel Medical Respite Coordinator, Position Description: is responsible for coordinating with the hospital-

based coach and hospital case manager to arrange for the hotel, stock food, Moveable Feast, applicable durable medical equipment and coordinate the hotel stay, and assigning the home nurse/coach and social worker.

Hospital-based Nurse/Coach: Position Description: works closely with UK HealthCare to identify eligible homeless medical respite patients, enrolls the patients into transitions, in collaboration with UK case management, medical staff and social workers plans for patient discharge to the hotel. Section 5.1 has detailed descriptions of the roles and responsibilities for the hospital-based nurse/coach. There are 3 hospital-based coaches at UK that will also enroll patients at Baptist Health Lexington and Saint Joseph Hospital.

Home Nurse/Coach: Position Description: sees the patient at the hotel within 24-hours of hospital discharge and begins the medical respite intervention in the hotel. The nurse/coach sees the patient once a week for 4 weeks, telephonic when needed and in the fifth week, in-person visit in week 6 to discharge the patient. There are 3 Lexington home nurse/coaches that will provide the intervention. Section 5.1 has detailed descriptions of the roles and responsibilities for the home nurse/coaches.

Home Social Worker: Position Description: provides hotel visits as needed for community resource and program referrals, counseling and assessments. Section 5.1 has further detail on the roles and responsibilities.

Trained Volunteers: BCT will use the BCN organization's trained volunteers that work in all lines of service to provide transportation as needed, deliver food and offer companionship.

5.3 Timeline

BCN and BTC currently provide medical respite in hotels in partnership with UK HealthCare and the Extended Social Resource Grant and the program protocols, policies and procedures are in place to immediately begin the program.

July 1, 2018: Start date of one-year funding

July 2018: Work with the LFUCG and Office of Homelessness Prevention and Intervention to determine the data collection and reporting requirements. Responsible Person: Susan Swinford

July 2018: Enroll first eligible patients at UK HealthCare for medical respite transition.

Responsible Parties: Hospital Nurse/Coaches, Home Nurse/Coaches, Hotel Coordinator

July/August 2018: Meet with key stakeholders at Baptist Health Lexington and Saint Joseph Hospitals to develop and finalize processes for identifying eligible patients, referral process, enrollment and discharge processes. Responsible Person: Susan Swinford and BTC team

July/August 2018: Finalize meetings with community agencies that will collaborate in the medical respite program including homeless shelters, Wheels, Moveable Feast, housing agencies, etc. to develop streamlined processes for referrals for needed services. Responsible Persons: Susan Swinford and BTC team

September 2018: Provide first monthly report to hospital partners, Homeless Coalition, Office of Homelessness Prevention and Intervention: Responsible Persons: Susan Swinford and BTC team

October - December 2018: provide in-person reports on program progress and outcomes: Responsible Persons: Susan Swinford and BTC team

January – June 2019: provide in-person reports on program progress and outcomes: Responsible Persons: Susan Swinford and BTC team. Grant ends.

5.4 Sustainability, Cost and Overall Program Budget

BTC currently contracts for transitions for KY Medicaid Managed Care Organizations, specifically Aetna Better Health and Anthem MCO and is in the contractual stage with Humana CareSource. The MCOs pay for the transition intervention and BTC provides weekly reports on the activities and outcomes for their members as well as regular large detailed reports. During the grant period, BTC will meet with MCO leadership to present proposals on the outcomes of the medical respite program and request that they pay for the hotel at the end of the grant for their members. BTC will approach all five KY MCOs as well as Medicare Advantage programs. Hospital partners will receive regular reports on the program's outcomes that will lead to proposals for the hospitals to also share the cost of the medical respite program, which will provide them with cost avoidance and bed opportunity days.

BCN has an extensive Philanthropy Department that will work with BTC to evaluate what opportunities for additional grants and funding there are for the medical respite program.

Budget and Narrative

2018 Medical Respite Care Grant Budget Narrative

1. Personnel - total amount requested: \$37,043.28
 - a. Id each position allocated to the grant
 - i. Fayette County Home Coaches – \$28,440 requested
 - ii. Part time Social Worker - \$2,970 requested
 - iii. Administrative Assistant - \$5,633.28 requested

- b. What is their role in the project
 - i. Fayette County Home Nurse/Coaches will be the primary medical support for the patient
 - ii. Social Worker will provide one counseling visit in addition to nurse visits to 75% of patients
 - iii. Administrative Assistant will secure motel room and food provisions for patient
- c. What % of FTE allocated –
 - i. Fayette County Home Coaches: .50 FTE
 - ii. Social Worker: .25 FTE
 - iii. Administrative Assistant:
- 2. Fringe Benefits – total amount requested: \$3,094.20
 - a. Organization fringe benefit rate –
 - i. 24% for administrative assistant
 - ii. 7.65% for nurses and social worker
- 3. Equipment: small durable medical equipment, such as canes: in-kind donations
- 4. Travel: emergency cab vouchers: in-kind
- 5. Contractual – N/A
 - a. Describe expenses associated with providing expanded supportive services or other services or other services for which the organization intends to contract with another entity – THIS IS NOT APPLICABLE
- 6. Operating Expenses – total amount requested: \$38,520

- a. Breakdown supplies, office space, contracts for supportive services, HMIS expenses and other. For each category, ID category and give justification.
 - i. Other: Motel room @ \$70 per night for homeless patients to receive care.
\$35,280 requested
 - ii. Supplies: \$40 basic food supply for motel room. - \$2,880 requested
 - iii. Supplies: Medication Sets - Utilized to teach medication management, utilized with low literacy individuals - \$360 requested

7. Indirect Costs – total amount requested: \$3,932.87

- a. Is there an indirect cost rate? Yes
- b. If yes – provided evidence of an approved indirect cost rate from appropriate cognizant agency – See Attachment
- c. If no – provide clear indication of administrative costs as differentiated from direct operating expenses.

LFUCG Medical Respite Budget 2018

Revenue	\$82,590.35	
Personnel	Amount Requested	FTE
Fayette County Home Coaches	\$28,440.00	.44 FTE
PT Social Worker	\$2,970.00	.06 FTE based on 75% or 54 Clients
Scheduler/Hotel Manager	\$5,633.28	.14 FTE
Fringe Benefits-8.35% rate	\$3,094.20	
Equipment (none)	\$0.00	
Travel (none)	\$0.00	
Contractual (none)	\$0.00	
Operating Expenses		
Hotel Rooms	\$35,280.00	
Food	\$2,880.00	
Pillboxes	\$360.00	
Indirect Costs—5% rate	\$3,932.87	
Total Expenses	\$82,590.35	
Average Cost Per Client	\$1,147.09	
Number of Clients	72	

5.5 Program Outcomes and Performance Measures

BTC, through its work with CMS CMMI Community Based Care Transition Project, contractual relationships with KY MCOs, hospitals, and Medicare Advantage plans has extensive data collection, analysis and reporting processes in place. BTC utilizes an electronic medical record that includes all data collection items. Hospital nurse/coaches begin the medical record and then the home nurse/coach continues the documentation through the intervention. Monthly reporting leads to program evaluation and modifications based on outcomes. Hospital electronic medical records that are loaded into the BTC EMR also provide data elements for review and reporting.

Data Elements Collected:

Patient demographics: date of birth, marital status, insurance, county of origin, support system, shelter usage, education, employment

Hospital: admitted via emergency department/clinic, admission conditions, all diagnoses, hospital course, length of stay, hospital physician, discharge diagnosis, medications, discharge disposition: home health, cardiac clinic, etc.

Hospital Readmissions/Emergency Department Utilization/Observation Stay: Collect all elements on the Readmission Root Cause Analysis described in Section 5.1. Reason for readmission, via emergency room, days home prior to readmission, length of stay of readmission, avoidable/unavoidable. Collect all emergency department visits and observation stay and whether they could have been avoided

Transition Intervention: Findings at the first hotel visit, medication discrepancies, patient's understanding of medical condition and treatments, etc. Risk Factors, LACE Score

Clinical Assessment Instrument Scores: Short Portable Mental Status Questionnaire, Geriatric Depression Scale, Instrumental Activities of Daily Living, KATZ Activities of Daily Living,

Overall Quality of Life, Subjective Health Rating, Symptom Bother Scale, Rapid Estimate of Adult Literacy in Medicine-SF, Generalized Anxiety Scale-7

Quality Measurement:

Structure Measures: evaluating promptness of nurse intervention upon entry to the program, frequency of visits, frequency of contacts, medication reconciliation

Process Measures: Medication reconciliation, adherence to documentation requirements

Care Team Process: follow up with primary care provider within 7-days of discharge

Outcome Measures: patient experience of care and satisfaction, provider satisfaction

Health Care Resource Utilization: readmission within 30-days of discharge, emergency department utilization

Specific Medical Respite Outcome Data Elements: all tracked in EMR and Finance

Average cost per client and community savings: length of their medical respite stay, savings with avoided extended hospitalization, readmission, emergency department utilization, observation stay, number of staff visits, food costs

Housing Status at Discharge: percentage of patients placed or referred to permanent housing, percentage of patients preferring to return to shelters, percentage patients moving to other housing options

Supportive Services Offered/Accepted/Outcome: BTC will develop expected services to be offered, such as Wheelchairs, and track that utilization by acceptance and outcome. Other non-expected supportive services offered will be tracked as well.

AFFIDAVIT

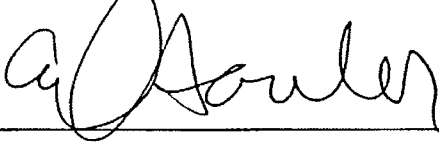
Comes the Affiant, Bluegrass Care Navigators dba Bluegrass Extra Care, and after being first duly sworn, states under penalty of perjury as follows:

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



STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Elizabeth D. Fowler on this the 11th day
of January, 2019.

My Commission expires: February 22, 2019



NOTARY PUBLIC, STATE AT LARGE # 526860

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

Bidders

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

E. Hawley

Signature

Bluegrass Care Navigators

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

Firm Submitting Proposal: Bluegrass Care Navigators dba Bluegrass Extra Care

Complete Address: 2312 Alexandria Drive Lexington Ky 40504
Street City Zip

Contact Name: Susan Swinford Title: Vice President of Administration

Telephone Number: 859-276-5344 Fax Number: 859-223-0490

Email address: susans@bgcarenav.org

Not Applicable

**Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. 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.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. 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.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. 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
- l. 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.
- m. 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.
- n. 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.

o. 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

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

q. 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 review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orwbenc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwbooc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



Not Applicable

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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.				
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.

Company

Company Representative

Date

Title



Not Applicable

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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.					
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.

Company

Company Representative

Date

Title



Not Applicable

MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # _____

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.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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

(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.

 Company

 Company Representative

 Date

 Title



Not Applicable

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 # _____
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

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

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.

 Company

 Company Representative

 Date

 Title

Not Applicable

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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 MWBDE 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 MWBDE 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

Not Applicable

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.

Company

Company Representative

Date

Title

WORKFORCE ANALYSIS FORM

Name of Organization: Bluegrass Care Navigators dba Bluegrass Extra Care

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	2		2														
Professionals	78	4	62			1	10		1								
Superintendents																	
Supervisors	1		1														
Foremen																	
Technicians																	
Protective Service																	
Para-																	
Office/Clerical	4		4														
Skilled Craft																	
Service/Maintenan																	
Total:	85	4	69			1	10			1							

Prepared by: Susan Swinford, Vice President Administration Date: 01/11/2018

(Name and Title)

Revised 2015-Dec-15

GENERAL PROVISIONS

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

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

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

bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

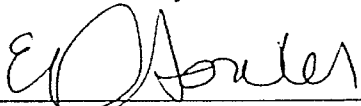
B. At Will Termination

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

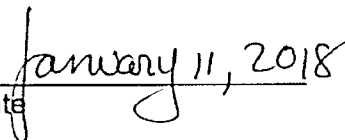
- 13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated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

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

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



Signature



Date